

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
CIVIL DIVISION

In re:

Laser Spine Institute, LLC	Case No. 2019-CA-2762
CLM Aviation, LLC	Case No. 2019-CA-2764
LSI HoldCo, LLC	Case No. 2019-CA-2765
LSI Management Company, LLC	Case No. 2019-CA-2766
Laser Spine Surgery Center of Arizona, LLC	Case No. 2019-CA-2767
Laser Spine Surgery Center of Cincinnati, LLC	Case No. 2019-CA-2768
Laser Spine Surgery Center of Cleveland, LLC	Case No. 2019-CA-2769
Laser Spine Surgical Center, LLC	Case No. 2019-CA-2770
Laser Spine Surgery Center of Pennsylvania, LLC	Case No. 2019-CA-2771
Laser Spine Surgery Center of St. Louis, LLC	Case No. 2019-CA-2772
Laser Spine Surgery Center of Warwick, LLC	Case No. 2019-CA-2773
Medical Care Management Services, LLC	Case No. 2019-CA-2774
Spine DME Solutions, LLC	Case No. 2019-CA-2775
Total Spine Care, LLC	Case No. 2019-CA-2776
Laser Spine Institute Consulting, LLC	Case No. 2019-CA-2777
Laser Spine Surgery Center of Oklahoma, LLC	Case No. 2019-CA-2780

Assignors, Consolidated Case No. 2019-CA-2762

To Division L

Soneet Kapila,

Assignee.

_____ /

LSI Management Company, LLC Case No. 2019-CA-2766

Applicable Assignor.

_____ /

**HIGHWOODS REALTY LIMITED PARTNERSHIP RESPONSE TO ASSIGNEE'S
MOTION FOR ORDER AUTHORIZING REJECTION OF TAMPA, FLORIDA LEASE**

ENGLANDER FISCHER

A T T O R N E Y S

721 First Avenue North • St. Petersburg, Florida 33701
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eflegal.com

Landlord, HIGHWOODS REALTY LIMITED PARTNERSHIP (hereinafter “Highwoods” or “Landlord”), by and through its undersigned counsel, responds to Assignee’s Motion for Order Authorizing Rejection of Tampa, Florida Lease and states:

1) As stated in the Assignee’s motion, Highwoods is the owner of the real property located at 5223 Avion Park Drive, Tampa, Florida (hereinafter “Premises”). On August 12, 2014, Highwoods entered into a Medical Office Lease agreement of the Premises with Assignor. The Premises were used by the Tenant’s affiliated companies to operate a medical facility providing minimally invasive spinal surgery.

2) On March 26, 2019, after filing the Petition Commencing Assignment for Benefit of Creditors, Highwoods and Assignee entered into a Standstill Agreement (hereinafter “Agreement”). Pursuant to the terms of the Agreement, Highwoods agreed to permit the Assignee to leave the tangible personal property at the premises and have complete access to the premises until such time as the Agreement is terminated by either party. During the term of the Agreement up until the date the Landlord gives notice of termination, the Landlord agreed to abate and not charge or accrue rent. The Agreement also provided that upon vacating the premises, Assignee, “.....shall vacate the premises and deliver possession of the Premises to Landlord in the same condition required of Assignor under the Lease.” This Agreement was approved by the Court by Order dated April 29, 2019 and the parties were ordered to comply with their obligations as set forth in the Agreement. A copy of the Standstill Agreement is attached hereto as Exhibit “A”.

3) According to section 8 (e) of the Medical Office Lease, “ At the expiration or earlier termination of this Lease, Tenant shall deliver each and every part of the Premises in good repair and condition, ordinary wear and tear and damage by insured casualty excepted. If Tenant has required or installed Non-Standard Improvements, such improvements shall be removed as part of

Tenant's restoration obligation." A copy of the Medical Office Lease is attached hereto as Exhibit "B".

4) The Assignee has turned over possession of the Premises to the Landlord. However, Non-Standard Improvements remain on the Premises. Pursuant to the terms of the Standstill Obligation and Medical Office Lease, it is the Assignee's obligation to remove these improvements as part of his restoration obligation.

5) Because the Assignee has not fulfilled his obligations under the terms of the Medical Office Lease incorporated by reference in the Court approved Standstill Agreement, it is premature to enter an Order rejecting the Lease.

WHEREFORE, HIGHWOODS REALTY LIMITED PARTNERSHIP requests that this court deny Assignee's Motion to Reject Lease until such time as Assignee fulfills his obligations under the terms of the Standstill Agreement or, as an Administrative Expense, pays HIGHWOODS the cost of restoration.

ENGLANDER FISCHER

/s/ Eric E. Ludin

ERIC E. LUDIN

Florida Bar No. 118619

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721 First Avenue North

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Attorney for Highwoods Realty Limited Partnership

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this day a true and correct copy of the foregoing has been electronically filed with the Clerk of Court by using the Florida Courts E-Filing Portal, which will send notice of electronic filing to all parties receiving electronic service. I hereby further certify that on this day a true and correct copy of the foregoing has been furnished by either U.S. Mail or electronic mail to the parties listed on the Limited Notice Parties list.

Dated November 22nd, 2019

/s/ Eric E. Ludin
ERIC E. LUDIN

MASTER LIMITED NOTICE SERVICE LIST
July 16, 2019

Assignors and Assignor's Counsel: (via the Court's electronic servicing system)

CLM Aviation, LLC
LSI HoldCo, LLC
LSI Management Company, LLC
Laser Spine Surgery Center of Arizona, LLC
Laser Spine Surgery Center of Cincinnati, LLC
Laser Spine Surgery Center of Cleveland, LLC
Laser Spine Surgical Center, LLC
Laser Spine Surgery Center of Pennsylvania, LLC
Laser Spine Surgery Center of St. Louis, LLC
Laser Spine Surgery Center of Warwick, LLC
Laser Spine Institute, LLC
Medical Care Management Services, LLC
Spine DME Solutions, LLC
Total Spine Care, LLC
Laser Spine Institute Consulting, LLC
Laser Spine Surgery Center of Oklahoma, LLC
c/o Nicole Greensblatt, Esq.
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Assignee and Assignee's Counsel: (via the Court's electronic servicing system)

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CarePayment, LLC (MAIL RETURNED)
5300 Meadow Rd., #400
Lake Oswego, OR 97035

Steris Corporation
5960 Heisley Rd.
Mentor, OH 44060

CIT Bank, N.A.
10201 Centurion Pkwy., #400
Jacksonville, FL 32256

Medport Billing, LLC (MAIL RETURNED)
6352 S. Jones Blvd., #400
Las Vegas, NV 89118

U.S. Bank Equipment Finance
1310 Madrid St.
Marshall, MN 56258

Maricopa County Treasurer
c/o Peter Muthig, Esq.
222 N. Central Ave., #1100
Phoenix, AZ 85004
Email: muthigk@maco.maricopa.gov

Those Parties and Attorneys Formally Requesting Notice: (via the Court's electronic servicing system unless otherwise noted)

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Tampa, FL 33602
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Secondary Email: mmosbach@trenam.com
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STANDSTILL AGREEMENT

This Standstill Agreement (the "Agreement") is made this ^{26th} day of March, 2019, by and between HIGHWOODS REALTY LIMITED PARTNERSHIP, a North Carolina limited partnership ("Landlord"), and SONEET KAPILA, as Assignee ("Kapila") of LSI Management Company, LLC (the "Assignor") and various related entities pursuant to Chapter 727 of the Florida Statutes.

WHEREAS, Landlord is the owner of the real property located at 5223 Avion Park Drive, Tampa, Florida 33607 (the "Premises"); and

WHEREAS, Assignor and Landlord entered into a Medical Office Lease dated August 12, 2014 (as amended, the "Lease") whereby Landlord leased the Premises to Assignor; and

WHEREAS, on March 14, 2019, the Assignor and fifteen related companies, executed and delivered assignments for the benefit of creditors to the Assignee; and

WHEREAS, Kapila filed Petitions with the Court for the Assignor and the related companies on March 14, 2019, commencing proceedings pursuant to Section 727 of the Florida Statutes (the "Assignment Cases"); and

WHEREAS, pursuant to the assignments, Kapila is the owner of tangible personal property located at 5223 Avion Park Drive, Tampa, Florida 33607; and

WHEREAS, Kapila also owns or controls certain intangible property related to the businesses of the Assignees, which generally operated under the name of "Laser Spine Institute," and

WHEREAS, Kapila may also have, by virtue of the assignment, rights under various leases of tangible personal property located on the Premises; and

WHEREAS, one of Kapila's duties as Assignee is to reject unexpired leases of nonresidential real property that are financially burdensome to the assignment estate; and

WHEREAS, as a protective measure and not in derogation of this Agreement, Landlord has sent or intends to send a notice of termination of the Lease (the "Termination Notice"); and

WHEREAS, as a protective measure and not in derogation of this Agreement, Kapila has filed a motion in the Assignment Cases to reject the Lease (the "Rejection Motion"); and

WHEREAS, Landlord and Kapila have each been approached by parties (each a "Prospective Purchaser") expressing an interest in (1) acquiring title to the tangible and intangible property associated with the Laser Spine Institute business and now owned by Kapila, either in order to reestablish the business under new ownership or to commence a medical business of some other form, and (2) entering into a new lease with Landlord for the Premises that would allow the Prospective Purchaser to use the tangible personal property in its present location and

maximize the value of the intangible property acquired from Kapila (such process is referred to as a "Collaborative Sale-Lease Transaction") ; and

WHEREAS, Landlord is or may also become engaged in discussions with potential tenants and purchasers who might use the Premises for purposes other than a medical business;

WHEREAS, Landlord and Kapila believe that it is in their best interest to maintain the status quo for their mutual benefit for a limited period of time to allow them to investigate a Collaborative Sale-Lease Transaction for a user of the space for medical and/or other lawful purposes, subject to termination by either party upon notice as set forth below;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties agree:

1. During the term of this Agreement (the "Term"), which will commence on the date this Agreement has been executed and delivered by both parties (the "Effective Date") and will continue through the date this Agreement is terminated by either party as provided below, Kapila agrees to leave the tangible personal property in its current location but reserves the right to dispose of the tangible personal property other than as part of a Collaborative Sale-Lease Transaction following notice as set forth below. Within three business days following the Effective Date, Kapila shall also obtain the written consent of Texas Capital Bank (the "Bank"), which holds a lien on such property, to forego during the pendency of this Agreement any rights it has to remove or repossess such property. If Kapila does not secure the Bank's written consent within three business day following the Effective Date, then this Agreement will be voidable by Landlord, at its election, upon written notice to Kapila unless Kapila secures the Bank's consent prior to Landlord's delivery of such notice. During the Term, Kapila shall not prosecute the Rejection Motion.

2. During the Term, Landlord agrees to abate and not charge or accrue rent or other fees to Kapila, but it reserves the right to begin charging rent following notice as set forth in Section 5 below. During the Term and, if applicable, the Disposition Period (as defined below), Landlord shall not seek a Judgment of Eviction or Writ of Possession for the Premises.

3. Both parties shall reasonably cooperate to establish a process to implement a Collaborative Sale-Lease Transaction. Without limiting the foregoing, Landlord shall have complete access to the Premises to show the Premises to prospective lessees, purchasers and their respective representatives under supervision. During the Term and, if applicable, the Disposition Period, Kapila shall likewise have access to the Premises. Kapila shall maintain the Premises in good condition and repair and shall comply with the Assignor's obligations under the Lease with respect to its use and occupancy of the Premises, including, without limitation, the indemnity and insurance obligations; however, Kapila shall not be obligated to pay rent other than as provided in Section 5 below. In addition, in recognition that Prospective Purchasers may require confidentiality and/or non-disclosure agreements, the parties agree that they shall endeavor to obtain consent from such Prospective Purchasers to include the other in the negotiations.

4. Should Kapila determine that the prospects of recovery from an in-place sale of the personal property do not justify the continued delay occasioned in the pursuit of a Collaborative Sale-Lease Transaction, or should Kapila receive notice from the Bank of its intent to exercise rights to its collateral, Kapila may give Landlord written notice of the termination of this Agreement, at which time the rent abatement shall immediately cease as to all future rent.

5. Should Landlord determine that the prospects of re-leasing the Premises as part of a Collaborative Sale-Lease Transaction do not justify continued rent abatement, Landlord may give Kapila written notice of the termination of this Agreement, and the rent abatement shall cease on the fifth business day following the giving of such notice. After the fifth business day has expired, Kapila shall have no more than 60 calendar days to remove the tangible personal property from the Premises, which removal may be accomplished in whole or in part by an on-site auction (the "Disposition Period"), during which Kapila shall pay Landlord storage rent based on then-prevailing fair market storage rates within a radius of twenty miles from the Premises, based upon at least three quotes. Kapila shall use his best efforts, consistent with his fiduciary duties, to accomplish the removal within forty (40) days and shall furnish Landlord with a written plan of removal within fifteen (15) days after receipt of the notice. Upon expiration of the Disposition Period, unless otherwise extended by mutual written agreement of the parties, Kapila shall vacate the Premises and deliver possession of the Premises to Landlord in the same condition required of Assignor under the Lease.

6. Except as set forth above, all parties shall retain their respective rights.

7. The Parties may execute this Agreement in counterparts. Each executed counterpart will be considered an original, and all of them together will constitute the same agreement.

8. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue for the enforcement of this Agreement shall be the Circuit Court in for the Thirteenth Judicial Circuit of Florida.

9. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, assignees, or transferees.

10. Any notice, or other document or demand, required or permitted under this Agreement shall be given as follows:

If to LANDLORD:

Highwoods Realty Limited Partnership
Attn: Lease Administrator
3111 W. Dr. MLK Blvd., #300
Tampa, FL 33607

With copy to:

Eric E. Ludin, Esquire
ENGLANDER FISCHER
721 1st Avenue North
St. Petersburg, Florida 33701
Email: ELudin@eflegal.com

If to KAPILA:

Soneet Kapila
KapilaMukamal
1000 South Federal Highway, Suite 200
Fort Lauderdale, FL 33316
Email: skapila@kapilaco.com

With copy to:

Harley E. Riedel
Edward J. Peterson
Stichter, Riedel, Blain & Postler, P.A.
110 E. Madison Street, Ste. 200
Tampa, Florida 33602
Email: hriedel@srbp.com
epeterson@srbp.com

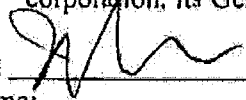
11. Although Kapila believes that this Agreement may be within the ordinary course of his duties and not require Court approval, he nonetheless agrees that this Agreement shall be subject to approval by the Court in this Assignment proceeding and that any order approving this Agreement shall direct the parties to comply with their obligations as set forth herein. Accordingly, Kapila shall promptly file a motion seeking such approval. Until such time as the Court has approved the Agreement and entered the order as described above, this Agreement shall be effective but shall be voidable by either party in the event that no Court order within thirty days of the Effective Date.

[SIGNATURE BLOCKS ON NEXT PAGE]

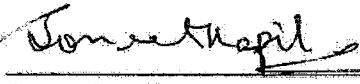
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first above written.

HIGHWOODS REALTY LIMITED
PARTNERSHIP, a North Carolina limited
partnership

By: Highwoods Properties, Inc., a Maryland
corporation, its General Partner

By: 
Name: Jeffrey D. Miller
Its: Executive Vice President

SONEET KAPILA, as Assignee of LSI
Management Company, LLC

By: 
Name: Soneet Kapila
Its: Assignee for Benefit of
Creditors

HIGHWOODS REALTY LIMITED PARTNERSHIP

MEDICAL OFFICE LEASE

Exhibit "B"

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- i. **Exhibit D - Guaranty**
- j. **Schedule 1 - Building Plans (to be attached after the Effective Date)**
- k. **Schedule 2 - Base Building Baseline Design Package**
- l. **Schedule 3 - Project Milestone Schedule**
- m. **Schedule 4 - Tenant-Specific Modifications**

MEDICAL OFFICE LEASE

THIS OFFICE LEASE ("Lease"), made this 12th day of August, 2014 ("Effective Date"), by and between **HIGHWOODS REALTY LIMITED PARTNERSHIP**, a North Carolina limited partnership ("Landlord"), and **LSI MANAGEMENT COMPANY, LLC**, a Florida limited liability company ("Tenant"), provides as follows:

1. BASIC DEFINITIONS AND PROVISIONS. The following basic definitions and provisions apply to this Lease:

- a. **Premises.**
 - Total Rentable Square Feet:** 176,089 *[subject to change based on final Building design and subject to verification and adjustment pursuant to Section 2a below]*
 - Surgery Center:** 29,207
 - Remainder Premises:** 146,882

 - Suite:** 100 (encompassing the entire rentable square footage of the Building)
 - Building:** LSI at Avion Park
 - Office Park:** Avion Park
 - Street Address:** 5332 Avion Park Drive
Tampa, Florida 33607

 - City/County:** Tampa / Hillsborough
 - State/Zip Code:** Florida 33607

- b. **Term.**
 - Number of Months:** 198 complete calendar months following the Commencement Date, as further specified herein.

 - Commencement Date:** February 1, 2016. Pursuant to a written agreement executed by both parties, the Commencement Date may be amended in a manner consistent with Schedule 3, the project milestone schedule.

 - Rent Commencement Date:** Eighteen (18) months after the Commencement Date with respect to the fourth floor space consisting of approximately 29,365 rentable square feet (as further specified in Section 1f below).*

Six (6) months after the Commencement Date with respect to the remaining premises consisting of approximately 146,724 rentable square feet (as further specified in Section 1f below).*

 - Expiration Date:** The last day of the 198th complete calendar month following the Commencement Date.

The Indemnification Agreement executed on May 2, 2014 by the Parties for \$760,000.00 shall terminate as of the Effective Date of this Office Lease.

[*Subject to adjustment per Section 3 hereof]

c. [Intentionally Omitted]

d. *Permitted Use.* General office and medical office use, including a surgery center to initially comprise approximately 29,207 rentable square feet on the second floor of the Building (the "Surgery Center"), and other medical uses located throughout the Building to the extent permitted under applicable laws, codes, rules and regulations, which other uses may include, without limitation, medical office, MRI and other diagnostic uses.

e. *Occupancy Limitation.* No more than the maximum number of persons allowed under applicable laws, codes or ordinances. The occupancy limitation is independent from the Parking limitation set forth in Section 1k below.

f. *Base Rent.* The minimum base rent for the Term is \$83,776,072.56 (plus applicable State of Florida sales tax), payable in monthly installments on the 1st day of each month in accordance with the following Base Rent Schedule:

PERIOD (Lease Term Months)	MONTHLY RENT	CUMULATIVE RENT
1 - 6	\$0.00*	\$0.00
7 - 12	\$311,788.50*	\$1,870,731.00
13 - 18	\$318,024.27*	\$1,908,145.62
19 - 24	\$381,672.91	\$2,290,037.46
25 - 36	\$389,306.37	\$4,671,676.44
37 - 48	\$397,092.49	\$4,765,109.88
49 - 60	\$405,034.34	\$4,860,412.08
61 - 72	\$413,135.03	\$4,957,620.36
73 - 84	\$421,397.73	\$5,056,772.76
85 - 96	\$429,825.68	\$5,157,908.16
97 - 108	\$438,422.20	\$5,261,066.40
109 - 120	\$447,190.64	\$5,366,287.68
121 - 132	\$456,134.46	\$5,473,613.52
133 - 144	\$465,257.14	\$5,583,085.68
145 - 156	\$474,562.29	\$5,694,747.48
157 - 168	\$484,053.53	\$5,808,642.36
169 - 180	\$493,734.60	\$5,924,815.20
181 - 192	\$503,609.30	\$6,043,311.60

193 - 198	\$513,681.48	\$3,082,088.88
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*Base Rent for the fourth floor of the Premises (deemed to consist of 29,365 rentable square feet) shall be abated for the first 18 months following the Commencement Date, and Base Rent for the remainder of the Premises shall be abated for the first six months following the Commencement Date. Therefore, for months 7 through 18 of the Term, Base Rent shall be calculated based on 146,724 rentable square feet; and effective upon the commencement of month 19 and continuing through the remainder of the Term, Base Rent shall be calculated based on the full 176,089 rentable square feet.

g. *Rent Payment Address.* **HIGHWOODS REALTY LIMITED PARTNERSHIP**
P. O. Box 409396
Atlanta, GA 30384
Tax ID #: 56-1869557

h. *Security Deposit.* N/A

i. *Business Hours.* To be determined by Tenant in Tenant's reasonable discretion.

j. *After Hours HVAC Rate.* N/A

k. *Parking.* Tenant shall be provided a total of 869 parking spaces, which may be modified by items in Schedule 4 mutually agreed upon by Landlord and Tenant and/or as modified by authorities having jurisdiction, which parking spaces shall be located as depicted in Exhibit "A-1" attached hereto and incorporated herein by this reference (see also Parking Agreement - Addendum Number Two).

l. *Notice Addresses.*

LANDLORD: **HIGHWOODS REALTY LIMITED PARTNERSHIP**
3111 W. Dr. Martin Luther King, Jr. Blvd.
Suite 300
Tampa, Florida 33607
Attn: Lease Administrator

with a copy to: **HIGHWOODS PROPERTIES, INC.**
3100 Smoketree Court, Suite 600
Raleigh, North Carolina 27604
Attn: Manager, Lease Administration
Facsimile #: 919/876-2448

TENANT: Pre-Commencement Date:

LSI MANAGEMENT COMPANY, LLC
3031 N. Rocky Point Drive W. Suite 300
Tampa, Florida 33607
Attn: Dotty Bollinger, President and COO
Phone: 813-289-9613
Facsimile#: _____

Post-Commencement Date:

LSI MANAGEMENT COMPANY, LLC
5332 Avion Park Drive
Tampa, Florida 33607
Attn: Dotty Bollinger, President and COO
Phone: 813-289-9613
Facsimile#: _____

m. *Broker* Ragland & Associates, Inc.
2221 Acorn Palm Road
Boca Raton, Florida 33432
Attn: Ron Gargano

n. *Tenant's Authorized Representative:* Dotty Bollinger
Landlord's Authorized Representative: Dan Woodward

o. *Contractor:* [To Be Selected by Landlord as hereinafter provided]

p. *Building Architect:* Rule Joy Trammel + Rubio, LLC

2. LEASED PREMISES.

a. *Premises.* Subject to and upon the terms, provisions and conditions set forth in this Lease, Landlord leases to Tenant and Tenant leases from Landlord the Premises identified in Section 1a and as more particularly shown on Exhibit A, attached hereto, which shall consist of the entire rentable square footage of the Building to be constructed by Landlord on that certain parcel of land in the Office Park consisting of approximately 3.8 acres in Tampa, Florida (the "Land"). The construction of the Building is further described in Article 3 below. The parties acknowledge that the rentable square footage measurement of the Premises as of the Commencement Date shall be based on the ANSI/BOMA Z65.1-1996 standard, which measurement is subject to adjustment based on the final Building Plans (as hereinafter defined). Upon request of Tenant given no later than thirty (30) days following the Commencement Date, Landlord shall have the Building Architect verify the rentable square footage of the Premises. If, after verification by the Building Architect, there is a deviation, plus or minus, of more than one percent (1%) from the rentable square footage set forth in Section 1(a), then the Base Rent Schedule set forth in Section 1(f), the Tenant Improvement Allowance provided under Section 3.b below and any other calculations in this Lease based on the rentable square footage of the Premises shall be adjusted accordingly. Though not part of the Premises, also to be located on the Land is surface parking and a parking garage (the "Parking Areas"). The location of the Building and Parking Areas are generally depicted as shown on Exhibit A-1 attached hereto.

b. *Complex; Common Areas.* Together, the Land, the Building and the appurtenant grounds and structures located on the Land shall be defined collectively as the "Complex". Tenant shall have access to those portions of the Complex not reserved for Landlord's exclusive use, including, but not limited to, sidewalks, walkways, driveways, landscaped areas, Parking Areas, and plazas, if any ("Common Areas"). Landlord has the exclusive right to (i) designate the Common Areas, (ii) change the designation of any Common Area and otherwise modify the Common Areas, and (iii) permit special use of the Common Areas, including temporary exclusive use for special occasions; provided, however, that Landlord's exercise of these rights does not (a) materially adversely affect Tenant's rights under this Lease, Tenant's ability to conduct business in the Premises or Tenant's access to and from the Premises; or (b) increase the Operating Expenses to be paid by Tenant under this Lease, unless the same is initiated or requested by Tenant. Tenant shall not interfere with the rights of others to use the Common Areas, including without limitation the parking garage. All use of the Common Areas shall be subject to any rules and regulations reasonably promulgated by Landlord.

3. CONSTRUCTION OF THE BUILDING AND PREMISES BY LANDLORD; TERM.

a. *Building Plans.* Landlord, at its sole cost and expense, shall prepare detailed final plans and specifications ("Building Plans") for the construction of the shell and base building improvements for the Building ("Base Building"), which shall include the Standard Base Building Improvements as modified by any Tenant-Specific Modifications (as such terms are hereinafter defined). Landlord will cause the Building to be constructed by the Contractor substantially in accordance with the final Building Plans. Landlord, at its discretion, shall select and engage the Contractor to construct the Building. The timeline for the completion of the Building Plans, the Base Building, the Tenant Improvements and other aspects of the project is attached hereto as Schedule 3 (the "Project Milestone Schedule"). Landlord shall provide Tenant with an Early Release design package for the Base Building (the "Early Release Package") and a copy of the Building Plans that Landlord intends to submit for permitting once such Building Plans are completed. Upon its receipt of such Early Release Package and Building Plans, Tenant shall have 10 business days to

notify Landlord as to any comments or objections to the applicable set of plans; and the parties will work diligently and in good faith to resolve any issues related to the plans. Once the Building Plans are finalized, Landlord shall deliver to Tenant a copy of such Building Plans and the parties hereto shall attach as Schedule 1 hereof a Schedule of the final Building Plans. The parties hereto hereby agree that Schedule 1 will not be complete on the Effective Date but Landlord's and Tenant's failure to attach Schedule 1 hereto on the Effective Date shall in no way affect the validity of this Lease or any other term or provision hereof.

b. *Tenant Improvements.* In addition to the Base Building, Landlord will cause the Contractor to construct certain tenant improvements in the Premises (the "Tenant Improvements") pursuant to the terms and conditions set forth in the Tenant Improvement Work Letter attached hereto as Exhibit A-2 (the "Work Letter"). Landlord shall provide Tenant with an allowance in an amount equal to \$70.00 per rentable square foot of the Premises (the "Allowance") to design, engineer, install, supply and construct the Tenant Improvements, subject to the provisions of the Work Letter. The Allowance may be revised in accordance with a completed BOMA survey as referenced in Section 2a above. Tenant may use its own architect ("Tenant's Architect") to prepare the design and construction drawings for the Tenant Improvements, provided that the Tenant's Architect is licensed in the State of Florida and is first approved by Landlord, which approval shall not be unreasonably withheld. Notwithstanding the foregoing, Tenant agrees that Landlord may require Tenant to use Landlord's designated engineers to prepare the MEP plans for the Tenant Improvements. The parties hereby agree and acknowledge that the Contractor shall hire Precise Construction Inc. as its subcontractor to construct the fit-up and Tenant Improvements to the Surgery Center.

c. *Categorization of Improvements.* The following identifies the categories of improvements to be included in the project:

- i. Standard Base Building Improvements. "Standard Base Building Improvements" shall include those Base Building improvements utilizing standards and specifications implemented by Landlord in the construction of a typical Class "A" office building for normal general office purposes. A design package for the Base Building prepared by the Building Architect, which includes a summary of the architectural, mechanical, electrical and other specifications for the Standard Base Building Improvements and alternates for certain Tenant-Specific Modifications (as defined below), as well as the preliminary floor plans, elevations and/or renderings for the Building, is attached hereto as Schedule 2 (the "Base Building Baseline Design Package"). Subject to the Tenant-Specific Modifications provision in subsection (ii) below, Landlord shall construct and/or provide the Standard Base Building Improvements at its sole cost and expense.
- ii. Tenant-Specific Modifications. "Tenant-Specific Modifications" shall include those modifications, enhancements and/or additions to the Standard Base Building Improvements specifically required by Tenant that are over and above the scope, quantity, capacity or other specifications of the Standard Base Building Improvements. Such Tenant-Specific Modifications shall include, without limitation, items such as additional elevators and stairwells, supplemental HVAC systems, Base Building improvements for Tenant's healing garden, enhancements to the Base Building electrical system and HVAC system capacity, and modifications to the structural elements of the Building such as increased floor heights or modifications required to accommodate certain Tenant Improvements such as a monumental staircase, heavy duty file cabinets, data center and exercise facility. The plans and specifications for the Tenant-Specific Modifications will be subject to Landlord and Tenant's review and approval, which shall not be unreasonably withheld by either party. To the extent that any Tenant-Specific Modifications increase the costs associated with the design and/or construction of the Standard Base Building Improvements, Tenant shall be solely responsible for all such additional costs, which costs shall be reasonably determined and documented by Landlord and, at Tenant's election, shall be deducted from the Tenant Improvement Allowance or paid directly by Tenant to Landlord. Tenant also acknowledges that the implementation of certain Tenant-Specific Modifications may impact the Project Milestone Schedule and may impact other portions of the Complex. Schedule 4 attached hereto identifies certain Tenant-Specific Modifications already identified by the parties and outlines the estimated price, schedule and other impacts associated with such Tenant-Specific

Modifications; and the parties hereby agree to work in good faith to update Schedule 4 as reasonably necessary upon consent by both parties from time to time to address any changes to these Tenant-Specific Modifications and any additional Tenant-Specific Modifications requested by Tenant. Landlord agrees that it will not include any Tenant-Specific Modifications in the design or construction of the Base Building without first receiving Tenant's written approval to do so, as further outlined below. In connection with the foregoing, Tenant hereby approves and consents to the inclusion and incorporation of those Tenant-Specific Modifications identified on Schedule 4 into the Base Building design, and Tenant hereby acknowledges its consent to the design criteria and construction impacts associated with the Tenant-Specific Modifications set forth in items numbered 1 through 18 in the first part of Schedule 4; and Tenant shall provide Landlord with the design criteria for any additional Tenant-Specific Modifications ("Additional Tenant-Specific Modifications") including, without limitation, those items numbered 1 through 25 in the second part of Schedule 4, as prepared by Tenant's Architect in accordance with Schedule 3 attached hereto. Landlord will submit the design service impacts associated with any such Additional Tenant-Specific Modifications to Tenant for approval, and Tenant will notify Landlord of Tenant's approval or rejection of such design service impacts within five days thereafter (or such shorter time as may be required for any items that impact the critical path for completion of the Building). If and when Tenant approves the design service impacts, Landlord will proceed with incorporating the Additional Tenant-Specific Modifications into the Base Building design. Once such Additional Tenant-Specific Modifications are incorporated into the Base Building design such that Landlord is able to determine the construction impacts related to such Additional Tenant-Specific Modifications, then Landlord will submit such construction impacts to Tenant for approval; and Tenant will notify Landlord of Tenant's approval or rejection of such construction impacts within five days thereafter (or such shorter time as may be required for any items that impact the critical path for completion of the Building). If and when Tenant approves the construction impacts, Landlord will proceed with the purchase, acquisition and construction of such Additional Tenant-Specific Modifications. Any impacts to the critical path for completion of the Base Building caused by Tenant's rejection, dispute or failure to timely approve the design service impacts and/or construction impacts associated with any Tenant-Specific Modifications or Additional Tenant-Specific Modifications shall be deemed to be Tenant Delays.

iii. Tenant Improvements. Any improvements that do not fall within the above categories are Tenant Improvements to be constructed in accordance with the Work Letter attached hereto as Exhibit A-2. As provided in the Work Letter, the costs of the Tenant Improvements shall be deducted from the Tenant Improvement Allowance; and Tenant shall be responsible for paying any costs for the Tenant Improvements in excess of the Tenant Improvement Allowance.

iv. Dispute Resolution. Either party may request that any dispute pertaining directly to the Work Letter or any Tenant-Specific Modification which is not mutually resolved by the parties working together in good faith within thirty (30) days, shall be resolved by an expedited binding resolution of the matter by a three arbitrator panel (the "Arbitration Panel"), wherein each party unilaterally shall select one arbitrator, and the third independent arbitrator shall be selected by both parties. Each arbitrator comprising the Arbitration Panel shall be a licensed architect or project manager who has not been previously retained or employed by either party and who has at least ten (10) years experience in construction of office space in similar buildings as the Building in the Tampa, Florida area. If the parties are unable to agree on an independent third arbitrator, the matter shall be referred to the Clerk of the Hillsborough County Circuit Court for the appointment of the third arbitrator meeting the qualifications of this Section. Once an Arbitration Panel has been selected, the parties agree to have the matter arbitrated within ninety (90) days. The procedures for resolving disputes under this Section will be as set forth in F.S. §44.104, with the Arbitration Panel tasked with determining which parties' position should prevail, given all the facts and circumstances, including the terms of the Lease and Florida law. Any requested discovery procedures shall be submitted to the Arbitration Panel by the parties and determined in advance by the Arbitration Panel. All arbitration decisions must follow the terms of the Lease Agreement and Florida law. All fees, costs and expenses incurred in connection with obtaining and hiring the third independent arbitrator shall be shared equally by the parties, provided however

that each party shall bear their own attorneys' fees incurred with respect to this procedure as well as the fees, costs and expenses incurred in connection with obtaining and hiring the arbitrator unilaterally selected by such party. Notwithstanding any provision herein to the contrary, as part of the dispute resolution process, either party may request that the Arbitration Panel, at its sole discretion, also determine whether any impacts to the critical path for completion of the Base Building caused by the dispute resolution process be attributed as a Tenant Delay, a Landlord Delay, or neither.

d. *Term.* The term of this Lease shall commence on the Commencement Date as determined pursuant to Sections 3e(a) and (b) hereof. The term of this Lease shall be for a period of 198 months commencing on the Commencement Date; provided, however, if the Commencement Date is not the first day of a month, then the term of this Lease shall be 198 months, plus the partial month in which the Commencement Date occurs unless earlier terminated in accordance with the terms of this Lease (the "Term"). In addition, the Term shall include any and all renewals and extensions of the Term in accordance with the terms of this Lease.

e. *Commencement Date.* The Commencement Date shall be the date when the Surgery Center and/or the Remainder Premises is "Ready for Occupancy" by Tenant, whichever is earlier. The target Commencement Date is February 1, 2016 as referenced in Section 1b above. "Ready for Occupancy" shall mean the date that the following have occurred with respect to the Surgery Center or the Remainder Premises, as applicable:

(a) The Contractor, the Building Architect and/or Tenant's Architect shall issue a certificate of substantial completion pursuant to the AIA form G704 stating that the Surgery Center or Remainder Premises (as applicable) has been substantially completed in accordance with the approved Plans (as hereinafter defined), notwithstanding that minor details of construction, mechanical adjustments or decorations that do not materially interfere with Tenant's use thereof remain to be performed ("Punchlist Items"); and

(b) Landlord or the Contractor shall have obtained a temporary or permanent Certificate of Occupancy (or its equivalent) for the Surgery Center or Remainder Premises as required, relative to Base Building only, to meet the requirements of the Florida Agency for Health Care Administration ("AHCA"); provided, however, that Tenant shall be solely responsible for providing Landlord in a timely manner any and all design criteria for the Base Building necessary to meet the ACHA requirements, including, without limitation, the design criteria for any Tenant Specific Modifications related thereto pursuant to Section 3e(ii) above.

f. *Delays.* In the event the Commencement Date has not occurred on or before August 1, 2016 (as it may be extended pursuant to this Section 3.f, the "Deadline Date"), Tenant shall have the right, subject to the terms of this Section 3.f, to terminate this Lease by delivering written notice of same to Landlord, provided that such written notice shall be ineffective if given after Tenant takes possession of any part of the Premises or if given more than thirty (30) days after the Deadline Date. Notwithstanding the foregoing, if the Commencement Date has not occurred on or before the Deadline Date because of Tenant Delays (as defined in the Work Letter) or force majeure (collectively "Non-Landlord Delays"), and if Landlord provides Tenant with written notice of the cause for the Non-Landlord Delays within fifteen (15) days after the occurrence of the Non-Landlord Delays and a good faith estimate of the period of the Non-Landlord Delays caused thereby, then the Deadline Date shall be extended by the number of days equal to the Non-Landlord Delays. Prior to the Deadline Date as extended pursuant to this Section 3.f: (a) Landlord shall not have any liability whatsoever to Tenant on account of the Premises not being available for occupancy, and (b) this Lease shall not be rendered void or voidable as a result of such delay. In the event of Tenant Delays, Tenant shall commence paying Rent on the date that would have been the Rent Commencement Date in the absence of such Tenant Delays, as further specified in the Work Letter. In the event of any delay on the part of Landlord, its employees, agents or contractors in making the Surgery Center and/or Remainder Premises available for occupancy by Tenant that is not caused by Tenant (a "Landlord Delay"), the Commencement Date and the obligation of the Tenant to pay Rent shall be extended to the date the Surgery Center or Remainder Premises (as applicable) is available for occupancy by the Tenant. In

addition to the foregoing, if Landlord does not deliver the Surgery Center to Tenant on or before April 1, 2016 due solely to a Landlord Delay, and Tenant is required to hold over under its current lease for its surgery center located at 3001 N. Rocky Point Drive East, Tampa, Florida (the "Existing Surgery Center Lease") directly as a result, then Landlord shall reimburse Tenant for the amount (if any) by which the holdover rent actually charged to Tenant exceeds the base rent in effect as of the expiration of the Existing Surgery Center Lease during the period beginning on April 1, 2016 and ending on the day immediately preceding the Commencement Date or until the Lease is terminated pursuant to the provisions of this Section 3.1 or otherwise, whichever first occurs. The parties hereby acknowledge and agree that the excess holdover amount is anticipated to be approximately \$45,833.00 per month. The above-referenced April 1, 2016 delivery date deadline for the Surgery Center shall be extended on a day-for-day basis due to any Non-Landlord Delays.

g. *Commencement Agreement.* Upon request of either party following the determination of the Commencement Date, the Commencement Date, Rent Commencement Date and Expiration Date shall be set forth in a commencement agreement substantially the same as that set forth in Exhibit C attached hereto.

4. USE.

a. *Permitted Use.* The Premises may be used only for Tenant's Permitted Use as defined in Section 1d and in accordance with the Occupancy Limitation as set forth in Section 1e. As further specified in Article 17 below, Tenant shall have the right to sublease the Premises with Landlord's prior written approval, which shall not be unreasonably withheld. Tenant shall not use the Premises:

i. In violation of any restrictive covenants which apply to the Premises, including, without limitation, those certain Covenants, Conditions and Restrictions of Avion Park recorded in the Hillsborough County, Florida Official Record Book 17805, Page 1334;

ii. In any manner that constitutes a material nuisance or trespass or unreasonably disturbs other tenants in any adjacent buildings or their employees, invitees or visitors;

iii. In any manner which increases any insurance premiums, or makes such insurance unavailable to Landlord on the Building; provided that, in the event of an increase in Landlord's insurance premiums which results from Tenant's use of the Premises, Landlord may elect to permit the use and charge Tenant for the increase in premiums, and Tenant's failure to pay Landlord the amount of such increase within 10 days after receipt of Landlord's written demand shall be an event of default;

iv. For any purpose except the Permitted Use, unless consented to by Landlord in writing.

b. *Prohibited Equipment in Premises.* Tenant shall not use or install any equipment in the Premises that exceeds the capacity of or otherwise adversely affects the function of the electrical, heating or air conditioning systems or any other Building systems.

5. RENT.

a. *Payment Obligations.* Beginning on the Rent Commencement Date, Tenant shall pay Base Rent and Additional Rent (collectively, "Rent") in advance, on or before the first day of each calendar month during the Term, as follows:

i. Rent payments shall be sent to the Rent Payment Address set forth in Section 1g.

ii. Rent shall be paid without previous demand or notice and without set off or deduction. Tenant's obligation to pay Rent under this Lease is completely separate and independent from any of Landlord's obligations under this Lease. Any payment by Tenant or acceptance by Landlord of a lesser amount than shall be due from Tenant to Landlord shall be treated as a payment on account. The acceptance by Landlord of a check or other draft for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full shall be given no effect, and Landlord may accept such check or draft without prejudice to any other rights or remedies which Landlord may have against Tenant.

iii. If the Rent Commencement Date is a day other than the first day of a calendar month, then Rent for such month shall be (i) prorated for the period between the Rent Commencement Date and the last day of the month in which the Rent Commencement Date falls, and (ii) due and payable on the Rent Commencement Date.

iv. If Rent is not received within 10 days of the due date, Landlord shall be entitled to an overdue payment fee in the amount of 5% of all Rent then currently due.

v. If Landlord presents Tenant's check to any bank and Tenant has insufficient funds to pay for such check, then Landlord shall be entitled to the maximum lawful bad check fee or 5% of the amount of such check, whichever amount is less.

b. *Base Rent.* Tenant shall pay Base Rent as set forth in Section 1f. The Base Rent provided in this Lease shall be a net payment to Landlord, and the Base Rent does not include Operating Expenses and other Additional Rent to be paid by Tenant pursuant to the terms of this Lease.

c. *Additional Rent.* Base Rent to be paid hereunder is "net" of Operating Expenses, Taxes and other charges for which Tenant is responsible hereunder. Therefore, in addition to Base Rent, Tenant shall pay as rent all sums and charges due and payable by Tenant under this Lease ("Additional Rent"), including, but not limited to, the following (i) Operating Expenses and Taxes as set forth in the Addendum attached hereto; and (ii) any sales or use tax imposed on rents collected by Landlord or any tax on rents in lieu of ad valorem taxes on the Building, even though laws imposing such taxes attempt to require Landlord to pay the same.

6. SECURITY DEPOSIT. [Intentionally Omitted]

7. SERVICES BY LANDLORD.

a. *Base Services.* Provided that the Lease or Tenant's right of possession to the Premises has not been terminated, Landlord shall cause the following services to be furnished to the Building:

i. Water (if available from city mains) for drinking, lavatory and toilet purposes.

ii. Electricity for the Complex, subject to Tenant's right to contract directly for such electrical service as provided below.

iii. Building standard lighting; provided however, Tenant shall service, replace and maintain at its own expense any incandescent fixtures, table lamps, or lighting other than the Building standard lighting.

iv. Heating and cooling for the reasonably comfortable use and occupancy of the Premises in accordance with the Building system design, available for Tenant's use 24 hours per day, seven days per week.

v. Janitorial services five days a week (excluding Holidays) or at a different level of service as agreed upon by Landlord and Tenant; provided, however, Tenant, at its sole cost and expense, shall be solely responsible for the proper handling, storage, removal and disposal of all medical waste from the Premises as also specified in Article 20 below.

vi. Parking rights, as more fully described in Section 1k and Addendum Number Two herein.

vii. Security systems and/or personnel for the Building based on Tenant's reasonable requirements, which requirements shall include, without limitation, providing an unarmed security guard to patrol the parking garage and Common Areas between the hours of 6:00 am - 7:00 pm Monday through Friday. The cost of all such security shall be included in Operating Expenses. Notwithstanding the foregoing, if and when the parties reasonably determine that Tenant's access and use of the designated parking areas pursuant to Section 1j of this Lease is being materially adversely interfered with due to the use of the parking areas by third parties, then the parties may elect as an equally shared cost to implement certain parking access control devices as reasonably agreed upon by the parties in order to address such third-party interference.

Notwithstanding the Landlord's services obligations noted in this section, Tenant shall pay for or reimburse Landlord for any utilities provided to the Premises by Landlord in the amount of the actual cost of such utilities. In connection therewith, Tenant, at its election, may contract with the applicable utility provider for

electrical service to the Complex, in which event Tenant will pay the costs of such electrical service directly to the utility provider.

On or about 90 days prior to the Commencement Date and on or about October 1 of each calendar year after the first full calendar year during the Term, Landlord and Tenant, in good faith, will determine the scope and level of services to be provided by Landlord for the Premises and Building for the following calendar year and will formulate a budget based upon the agreed-upon scope and level of services. The budget shall be the basis for determining the estimated Operating Expenses for the following calendar year. Tenant shall notify Landlord if Tenant desires to increase or decrease the scope and/or level of services at any time, and the parties thereafter will work in good faith to adjust the services to accommodate Tenant's requirements and to reasonably adjust the estimated Operating Expenses based on the adjusted level of services; provided, however, in no event shall the level of services be adjusted to a level below the standards for other Class "A" office buildings in the greater Tampa, Florida area. To the extent that there is any material change in the services provided to the Building that results in a material change in the amount of annual Operating Expenses, such change in Operating Expenses shall be reflected immediately as an increase or decrease (as applicable) in the monthly Operating Expense payments made by Tenant.

In connection with the foregoing, Tenant, at its election, may contract directly for security and/or janitorial service for the Building, in which event Tenant will pay the costs of such service(s) directly to the applicable vendor. If Tenant contracts directly for janitorial service, then Tenant shall ensure that the janitorial company is reputable company and that the level of janitorial service provided to the Building is consistent with or exceeds the standards of first-class medical office buildings in the greater Tampa, Florida area.

Notwithstanding the foregoing or any provision herein to the contrary, Tenant shall be solely responsible for all costs associated with the engineering, installation, operation, maintenance, repair and replacement of any supplemental HVAC units, generators and/or other non-Building standard equipment needed by Tenant (such as Tenant's medical equipment), including without limitation, all electrical costs associated with the supplemental units.

b. *Landlord's Maintenance.* Landlord shall make all repairs and replacements to the Building (including Building fixtures and equipment), Common Areas and Base Building improvements in the Premises, except for repairs and replacements that Tenant must make under Article 8; provided, however, Landlord shall not be obligated to repair or maintain Non-Standard Improvements (as defined in this Lease), Landlord's maintenance shall include the roof, foundation, exterior walls, interior structural walls, all structural components, and all Building systems, such as mechanical, electrical, HVAC, and plumbing. Repairs or replacements shall be made within a reasonable time (depending on the nature of the repair or replacement needed) after receiving notice from Tenant or Landlord having actual knowledge of the need for a repair or replacement. Except as otherwise provided in Addendum Number One or elsewhere in this Lease, all costs associated with Landlord's performance of its maintenance and repair obligations shall be included in Operating Expenses. Except as otherwise provided in Addendum Number One or elsewhere in this Lease, Landlord shall be responsible for all costs associated with any capital improvements or replacements to the Building and/or Common Areas; and such costs shall not be included in Operating Expenses.

Notwithstanding any provision set forth in this Lease to the contrary, if Tenant provides written notice to Landlord of an event or circumstance which requires the action of Landlord with respect to Landlord's repair and/or maintenance obligations under this Lease, and Landlord fails to undertake the necessary action within a reasonable period of time, given the circumstances, after the receipt of Tenant's notice, then Tenant may proceed to take the required action after delivery of an additional three (3) business days' notice to Landlord specifying that Tenant is taking the required action on Landlord's behalf (provided, however, that the additional 3-business day notice shall not be required in the event of an emergency or material threat of imminent harm or danger to Tenant or Tenant's employees or property). If Tenant performs the necessary repair or maintenance on Landlord's behalf and was entitled to do so pursuant to the provisions of this paragraph, then Landlord, within 30 days after receipt of Tenant's invoice, will reimburse Tenant for the reasonable out-of-pocket costs and expenses incurred by Tenant in taking the required action on Landlord's behalf. In the event Tenant undertakes any action on behalf of Landlord pursuant to this paragraph, and the work will affect the Building structure and/or the Building systems, Tenant shall use only those contractors used or approved by Landlord in the Buildings for work on the Building structure or Building systems.

c. *No Abatement.* There shall be no abatement or reduction of Rent by reason of any of the foregoing services not being continuously provided to Tenant, except that if any of the foregoing services is interrupted due solely to the negligence or intentional misconduct of Landlord or its employees, agents or contractors such that Tenant cannot reasonably conduct its Permitted Use in the Premises from the standpoint of prudent business management, and the interruption continues for a period of at least two consecutive business days following Landlord's receipt of notice from Tenant, then Rent shall abate during the period beginning on the third consecutive business day of the interruption and ending on the date the service is restored; provided, however, that if only a portion of the Premises is rendered unusable for Tenant's Permitted Use as a result of the interruption and Tenant reasonably can continue to use the remainder as determined from the standpoint of prudent business management, then Rent shall abate only in proportion to the amount of the Premises in which Tenant is unable to conduct its Permitted Use. Upon reasonable prior notice to Tenant, Landlord shall have the right to temporarily shut down the Building systems (including electricity and HVAC systems) for required maintenance and safety inspections, and in cases of emergency; provided, however, Landlord, to the extent within its reasonable control, shall coordinate any non-emergency shutdown of the Building systems with Tenant so as to minimize any disruption of Tenant's operations in the Premises. Additionally, whenever reasonably possible, Landlord shall give Tenant at least five business days' prior notice of any scheduled non-emergency shutdown.

8. TENANT'S ACCEPTANCE AND MAINTENANCE OF PREMISES.

a. *Acceptance of Premises.* Landlord makes no representation or warranty as to the condition of the Premises except as specifically and expressly set forth in this Lease. Notwithstanding, Tenant shall provide Landlord with a punch list of any incomplete or non-conforming items of work within 15 days after possession of the Premises is delivered to Tenant, and Landlord shall correct any such punch list items pursuant to the terms and conditions of the Work Letter within 15 days thereafter unless any such punch list items cannot reasonably be completed within the 15-day period, in which event Landlord will promptly commencing correcting such punch list items and will thereafter pursue such correction until completion using due diligence.

b. *Move-In Obligations.* Tenant shall schedule its move-in with the Landlord's Property Manager. If Tenant uses a third-party moving company, then Tenant's moving company must comply with Landlord's reasonable requirements for conducting the move-in, including insurance. During Tenant's move-in, a representative of Tenant must be on-site with Tenant's moving company to insure proper treatment of the Building and the Premises. Tenant must properly dispose of all packing material and refuse in accordance with the Rules and Regulations. Any damage or destruction to the Building or the Premises caused by Tenant or its moving company, employees, agents or contractors during Tenant's move-in will be the sole responsibility of Tenant.

c. *Tenant's Maintenance.* Tenant, at its expense, shall: (i) keep the Premises and fixtures in good order; (ii) repair and replace Non-Standard Improvements installed by or at Tenant's request that serve the Premises (unless the Lease is ended because of casualty loss or condemnation); (iii) make repairs and replacements to the Premises and/or Building needed because of Tenant's misuse; and (iv) not commit waste. "Non-Standard Improvements" means such items as (i) all wiring and cabling from the point of origin to the termination point, (ii) raised floors for computer or communications systems, (iii) telephone equipment, security systems, and UPS systems, (iv) equipment racks, (v) alterations installed by or at the request of Tenant after the Commencement Date; (vi) equipment installed in a kitchen, kitchenette or break room within the Premises, including, without limitation, any ice machine, refrigerator, dishwasher, garbage disposal, coffee machine and microwave, water filter and water purification system; and (vii) all systems and equipment specifically serving the Surgery Center. Tenant shall be solely responsible for the maintenance and repair of Tenant's furniture, equipment, trade fixtures and other personal property in the Building.

d. *Alterations to Premises.* Tenant shall make no alterations to the Building or Premises without the prior written approval of Landlord, which approval shall not be unreasonably withheld or delayed; provided that Landlord shall have sole and absolute discretion to approve or disapprove any improvements that (i) will be visible to the exterior of the Premises, (ii) may affect the structural integrity of the Building, and/or (iii) may adversely affect the HVAC, electrical, plumbing or other Building systems. If Tenant requests alterations, Tenant shall provide Landlord with a complete set of construction drawings. If the requested alterations are approved by Landlord, then Landlord shall determine the actual cost of the work to be done

(to include a construction supervision fee of 5% of the cost of the work) and shall perform the work on Tenant's behalf if and when the cost of the work is approved by Tenant. Notwithstanding the foregoing, Tenant may use its own contractor to perform any alterations approved by Landlord, provided that: (a) the contractor is properly insured and bonded and holds a valid license in the State of Florida; (b) the contractor is reputable and meets with Landlord's prior written approval, which shall not be unreasonably withheld; and (c) all work performed by the contractor is subject to Landlord's inspection and reasonable approval. Any work performed by Tenant's contractor under this Subsection must be completed in a good and workmanlike manner in accordance with applicable laws, codes and regulations and in accordance with the plans and specifications approved by Landlord.

Landlord's consent shall not be required for any cosmetic, decorative or other non-structural alterations or improvements which Tenant intends to make to the interior of the Premises, including, without limitation, carpet replacement and painting, which do not exceed a cost of \$25,000.00 in any calendar year or \$375,000.00 in the aggregate for the Term and which do not require the issuance of a building permit; provided, however, Tenant shall notify Landlord prior to commencing any such alterations or improvements. Landlord shall have the right to reasonably inspect and review Tenant's work on a periodic basis to ensure compliance with this provision. Additionally, Tenant may use its own contractor to perform any alterations allowed hereunder, provided that: (1) the contractor is properly insured and bonded and holds a valid license in the State of Florida; (2) the contractor is reputable and meets with Landlord's prior written approval, which shall not be unreasonably withheld; and (3) all work performed by the contractor is subject to Landlord's inspection and reasonable approval.

e. *Restoration of Premises.* At the expiration or earlier termination of this Lease, Tenant shall deliver each and every part of the Premises in good repair and condition, ordinary wear and tear and damage by insured casualty excepted. If Tenant has required or installed Non-Standard Improvements, such improvements shall be removed as part of Tenant's restoration obligation. Landlord, however, may grant Tenant the right to leave any Non-Standard Improvements in the Premises if at the time of such Non-Standard Improvements were installed, Landlord agreed in writing that Tenant could leave such improvements. Tenant shall repair any damage caused by the removal of any Non-Standard Improvements.

f. *Landlord's Performance of Tenant's Obligations.* If Tenant does not perform its maintenance or restoration obligations in a timely manner, commencing the same within five days after receipt of written notice from Landlord specifying the work needed, and thereafter diligently and continuously pursuing the work until completion, then Landlord shall have the right, but not the obligation, to perform such work on Tenant's behalf. Any amounts expended by Landlord on such maintenance or restoration shall be Additional Rent to be paid by Tenant to Landlord within 10 days after demand.

g. *Construction Liens.* All persons are hereby notified that Landlord's interest in the Premises will never, under any circumstances, be subject to construction liens of any nature during the term of this Lease as the result of labor, materials or services contracted by Tenant. Tenant will not suffer or permit any construction or other liens to be filed against all or any portion of the Premises, nor against Tenant's leasehold interest therein by reason of work, labor, services, or materials supplied or claimed to have been supplied to Tenant, and nothing in this Lease will be deemed or construed in any way as constituting the consent or request of Landlord, express or implied, to any contractor, subcontractor, subsubcontractor, laborer, or material/supplier for the performance of any labor or the furnishing of any materials for any specific improvement, alteration, or repair of the Premises, nor as giving Tenant any right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any construction or other liens against the Premises.

Notwithstanding the foregoing, should any lien or claim of lien be filed against the Premises, Building, Common Areas and real estate upon which the Building and Common Areas are situated by reason of any act or omission of Tenant or any of Tenant's agents, employees, contractors or representatives, then Tenant shall cause the same to be canceled and discharged of record by bond or otherwise within 30 days after Tenant receives notice of the filing thereof. Should Tenant fail to discharge the lien within 30 days, then Landlord may discharge the lien. The amount paid by Landlord to discharge the lien (whether directly or by bond), plus all administrative and legal costs incurred by Landlord, shall be Additional Rent payable by Tenant within 30 days after receipt of Landlord's written demand. The remedies provided herein shall be in addition to all other remedies available to Landlord under this Lease or otherwise.

h. *Communications Compliance.* Tenant acknowledges and agrees that any and all telephone and telecommunication services desired by Tenant shall be ordered and utilized at the sole expense of Tenant.

9. **PROPERTY OF TENANT.** Tenant shall pay when due all taxes levied or assessed upon Tenant's equipment, fixtures, furniture, leasehold improvements and personal property located in the Premises. Upon the expiration or earlier termination of the Lease, Tenant shall remove all furniture, trade fixtures, equipment and other personal property which it has placed in the Premises; and Tenant must repair all damages caused by such removal. If Tenant does not remove its property from the Premises upon the expiration or earlier termination (for whatever cause) of this Lease, such property shall be deemed abandoned by Tenant, and Landlord, at Tenant's expense, may dispose of the same in whatever manner Landlord may elect without any liability to Tenant, provided that Landlord disposes of same in compliance with applicable law.

10. **SIGNS.** Except as set forth below in this Section 10, Tenant may not erect, install or display any sign or advertising material upon the exterior of the Building or Premises (including any exterior doors, walls or windows) without the prior written consent of Landlord, which consent may not be withheld unreasonably. Door and directory signage shall be provided and installed by the Landlord in accordance with building standards at Tenant's expense. Tenant shall have the exclusive right to place certain identification signage on the exterior of the Building (the "Exterior Signage") subject to the following terms and conditions:

- (a) The Exterior Signage shall be purchased and installed at Tenant's cost and expense (which expense may be deducted from the Tenant Improvement Allowance);
- (b) The Exterior Signage shall comply with all applicable legal, zoning, code, and covenant requirements and Tenant shall be responsible for obtaining any approvals necessary for the installation of the Exterior Signage;
- (c) The method of installation, color, size, materials, location and other specifications of the Exterior Signage shall be subject to the prior approval of Landlord, not to be unreasonably withheld; and
- (d) Tenant shall be responsible for the costs of maintaining and repairing the Exterior Signage. Tenant shall also be responsible for the cost of removing the Exterior Signage and repairing any related damage to the Building caused by the Exterior Signage or its removal at the end of the Lease Term or upon any earlier termination of the Lease.

11. ACCESS TO PREMISES.

a. *Tenant's Access.* Tenant, its agents, employees, invitees, and guests, shall have access to the Premises and reasonable ingress and egress to the Common Areas of the Building 24 hours a day, seven days a week; provided, however, Landlord by reasonable regulation may control such access as needed for making repairs and alterations.

b. *Landlord's Access.* Landlord shall have the right to enter the Premises at any time without notice in the event of an emergency. Additionally, Landlord shall have the right, at all reasonable times and upon reasonable oral or written notice, either itself or through its authorized agents, to enter the Premises (i) to make repairs, alterations or changes that Landlord is permitted or required to make pursuant to the terms of this Lease; (ii) to inspect the Premises, mechanical systems and electrical devices and (iii) to show the Premises to prospective mortgagees and purchasers. Notwithstanding the above, to ensure patient safety and compliance with governing regulations, Landlord shall not enter the Tenant's ambulatory surgery center (ASC) medical area for any reason without Tenant's written approval; provided, however, if Landlord is prohibited from entering in the ASC, then Landlord shall be released from any liability that otherwise might accrue hereunder due to Landlord's inability to access the ASC and perform or undertake any actions therein that Landlord is obligated or permitted to take under the terms of this Lease. Within 180 days prior to the Expiration Date, Landlord shall have the right, either itself or through its authorized agents, to enter the Premises at all reasonable times to show prospective tenants. Except in cases of emergency, Landlord shall use reasonable efforts to minimize any interruption to Tenant's business operations during any entry by Landlord into the Premises.

12. **TENANT'S COMPLIANCE.** Tenant shall comply with all applicable laws, ordinances and regulations affecting the Premises, whether now existing or hereafter enacted. Tenant shall comply with the Rules and Regulations attached as **Exhibit B**. The Rules and Regulations may be modified from time to time by Landlord, effective as of the date delivered to Tenant or posted on the Premises, provided such rules are reasonable in scope

and do not materially adversely impact Tenant's rights and obligations under this Lease. Any conflict between this Lease and the Rules and Regulations shall be governed by the terms of this Lease. In addition to the foregoing, Tenant shall establish internal rules and regulations regarding the use of the Premises, and ensure that such use does not devalue the Premises nor violate any applicable laws, ordinances or regulations.

13. INSURANCE REQUIREMENTS.

a. *Tenant's Liability Insurance.* Throughout the Term, Tenant, at its sole cost and expense, shall keep or cause to be kept for the mutual benefit of Landlord, Landlord's Property Manager, and Tenant, Commercial General Liability Insurance (ISO CGL Form CG0001 or its equivalent) with a combined single limit, each Occurrence and General Aggregate-per location, of at least \$5,000,000.00, which policy shall insure against liability of Tenant, arising out of and in connection with Tenant's use of the Premises, and which shall insure the indemnity provisions contained in this Lease. Landlord and its managing agent shall be named as an Additional Insured on any and all liability insurance policies required under this Lease. Notwithstanding the foregoing, Tenant may satisfy the foregoing coverage requirements through a single primary policy or a combination of a primary policy and an excess liability umbrella policy.

b. *Tenant's Property Insurance.* Tenant, at its own cost and expense, shall also carry the equivalent of ISO Special Form Property Insurance on Tenant's Property for full replacement value and with coinsurance waived. For purposes of this provision, "Tenant's Property" shall mean Tenant's personal property and fixtures, and any improvements to the Premises that were paid for by Tenant (and were not provided to the Premises pursuant to a tenant improvement allowance provided to Tenant by Landlord or at Landlord's cost).

c. *Certificates of Insurance.* Prior to taking possession of the Premises, and annually thereafter, Tenant shall deliver to Landlord certificates or other evidence of insurance satisfactory to Landlord. If Tenant fails to provide Landlord with certificates or other evidence of insurance coverage, Landlord may obtain the required coverage on Tenant's behalf, in which event the cost of such coverage shall be Additional Rent due and payable by Tenant within 10 days after receipt of Landlord's written demand.

d. *Insurance Policy Requirements.* Tenant's insurance policies required by this Lease shall: (i) be issued by insurance companies licensed to do business in the state in which the Premises are located with a general policyholder's ratings of at least A- and a financial rating of at least VI in the most current Best's Insurance Reports available on the Commencement Date; or if the Best's ratings are changed or discontinued, the parties shall agree to a comparable method of rating insurance companies; (ii) endorsed to be primary to all insurance available to Landlord, with Landlord's being excess, secondary or noncontributory; (iii) contain only standard and/or usual exclusions or restrictions; (iv) have a deductible or self-insured retention of no more than \$50,000.00 unless approved in writing by Landlord; and (v) provide that the policies cannot be canceled, non-renewed, or coverage reduced except after at least 30 days' prior notice to Landlord. All deductibles and/or retentions shall be paid by, assumed by, for the account of, and at Tenant's sole risk. Tenant may provide the insurance required by virtue of the terms of this Lease by means of a policy or policies of blanket insurance so long as: (a) the amount of the total insurance allocated to the Premises under the terms of the blanket policy or policies furnishes protection equivalent to that of separate policies in the amounts required by the terms of this Lease; and (b) the blanket policy or policies comply in all other respects with the requirements of this Lease.

e. *Right to Increase Requirements.* Landlord shall have the right, upon prior notice to Tenant but no more than once every five years during the Term, to require Tenant to increase the limit and coverage amount of any insurance Tenant is required to maintain under this Lease to an amount that Landlord or its mortgagee, in the reasonable judgment of either, may deem sufficient, provided that the increased limits are reasonable and consistent with those required by other owners of similar office buildings in the same geographic region.

f. *Landlord's Insurance.* Landlord shall keep the Building, including the improvements (but excluding Tenant's Property), insured against damage and destruction by perils insured by the equivalent of ISO Special Form Property Insurance for full replacement value. Landlord also shall maintain Commercial General Liability Insurance (ISO CGL Form CG0001 or its equivalent) with limits of at least \$1,000,000 each Occurrence and \$2,000,000 General Aggregate, along with Excess Liability umbrella insurance with limits of at least \$5,000,000 per Occurrence.

g. *Mutual Waiver of Subrogation.* Anything in this Lease to the contrary notwithstanding, Landlord hereby releases and waives unto Tenant (including all partners, stockholders, officers, directors, employees and agents thereof), its successors and assigns, and Tenant hereby releases and waives unto Landlord (including all partners, stockholders, officers, directors, employees and agents thereof), its successors and assigns, all rights to claim damages for any injury, loss, cost or damage to persons or to the Premises or any other casualty, as long as the amount of such injury, loss, cost or damage has been paid either to Landlord, Tenant, or any other person, firm or corporation, under the terms of any Property, General Liability, or other policy of insurance, to the extent such releases or waivers are permitted under applicable law. As respects all policies of insurance carried or maintained pursuant to this Lease and to the extent permitted under such policies, Tenant and Landlord each waive the insurance carriers' rights of subrogation. For purposes of this provision, insurance proceeds paid to either party shall be deemed to include any deductible or self-insurance retention amount for which that party is responsible. A party's failure to obtain or maintain any insurance coverage required to be carried pursuant to the terms of this Lease shall not negate the waivers and releases set forth herein as long as the insurance that the party failed to obtain or maintain would have covered the loss or damage for which the party is waiving its claims. Nothing in this provision shall be deemed a waiver or release by Landlord of its right to claim, demand and collect insurance proceeds directly from Tenant's insurer pursuant to Landlord's status as an additional insured under any insurance policy Tenant is required to carry pursuant to the terms of this Lease.

14. **INDEMNITY.** Subject to the insurance requirements, releases and mutual waivers of subrogation set forth in this Lease, and except to the extent caused by Landlord's negligence or willful misconduct, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims, damages, losses, liabilities, lawsuits, costs and expenses (including attorneys' fees at all tribunal levels) arising out of or related to (i) any activity, work, or other thing done, permitted or suffered by Tenant in or about the Premises or the Building, (ii) any breach or default by Tenant in the performance of any of its obligations under this Lease, or (iii) any act or neglect of Tenant, or any officer, agent, employee, contractor, servant, invitee or guest of Tenant. Subject to the insurance requirements, releases and mutual waivers of subrogation set forth in this Lease, and except to the extent caused by Tenant's negligence or willful misconduct, Landlord shall indemnify and hold Tenant harmless from and against any and all claims, damages, losses, liabilities, lawsuits, costs and expenses (including attorneys' fees at all tribunal levels) arising out of or related to (a) any activity, work, or other thing done, permitted or suffered by Landlord in or about the Common Areas or the Building, (b) any breach or default by Landlord in the performance of any of its obligations under this Lease, or (c) any act or neglect of Landlord, or any officer, agent, employee, contractor or servant of Landlord.

15. **QUIET ENJOYMENT.** Tenant shall have quiet enjoyment and possession of the Premises, provided Tenant promptly and fully complies with all of its obligations under this Lease. No action of Landlord working in other space in the Building, or in repairing or restoring the Premises in accordance with its obligations hereunder, shall be deemed a breach of this covenant.

16. SUBORDINATION AND ATTORNMENT; NON-DISTURBANCE; AND ESTOPPEL CERTIFICATE.

a. *Subordination and Attornment.* Tenant agrees to execute within 10 days after receipt of a written request to do so from Landlord or its mortgagee (to include a grantee of a security deed) an agreement:

- i. Making this Lease superior or subordinate to the interests of the mortgagee;
- ii. Agreeing to attorn to the mortgagee;
- iii. Giving the mortgagee notice of, and a reasonable opportunity (which shall in no event be less than 30 days after notice thereof is delivered to mortgagee) to cure any Landlord default and agreeing to accept such cure if effected by the mortgagee;

iv. Permitting the mortgagee (or other purchaser at any foreclosure sale), and its successors and assigns, on acquiring Landlord's interest in the Premises and the Lease, to become substitute Landlord hereunder, with liability only for such landlord obligations as accrue after Landlord's interest is so acquired;

- v. Agreeing to attorn to any successor landlord; and

vi. Containing such other agreements and covenants on Tenant's part as Landlord's mortgagee may reasonably request.

b. *Non-Disturbance.* Tenant's obligation to subordinate its interests or attorn to any mortgagee is conditioned upon the mortgagee's agreement not to disturb Tenant's possession and quiet enjoyment of the Premises under this Lease so long as Tenant is in compliance with the terms of the Lease.

c. *Estoppel Certificates.* Tenant agrees to execute within ten (10) business days after receipt of written request, and as often as reasonably requested, estoppel certificates confirming any factual matter requested by Landlord which is true and is within Tenant's knowledge regarding this Lease, and the Premises, including but not limited to: (i) the date of occupancy, (ii) Expiration Date, (iii) the amount of Rent due and date to which Rent is paid, (iii) whether Tenant has any defense or offsets to the enforcement of this Lease or the Rent payable, (iv) any default or breach by Landlord, and (v) whether this Lease, together with any modifications or amendments, is in full force and effect.

17. ASSIGNMENT - SUBLEASE.

a. *Landlord Consent.* Except as provided in Section 17b below, Tenant may not assign or encumber this Lease or its interest in the Premises arising under this Lease, and may not sublet all or any part of the Premises, without first obtaining the written consent of Landlord, which consent shall not be withheld unreasonably. Factors which Landlord may consider in deciding whether to consent to an assignment or sublease include (without limitation), (i) the creditworthiness of the assignee or sublessee, (ii) the proposed use of the Premises, (iii) whether there is other vacant space in the Building, (iv) whether the assignee or sublessee will vacate other space owned by Landlord, (v) whether Landlord is negotiating with the proposed sublessee or assignee for a lease of other space owned by Landlord, and (vi) any renovations to the Premises or special services required by the assignee or sublessee. Landlord will not consent to an assignment or sublease that might result in a use that conflicts with the rights of any existing tenant. One consent shall not be the basis for any further consent. The term "assignment" shall be defined and deemed to include the following: (a) if Tenant is a partnership, the withdrawal or change, whether voluntary, involuntary or by operation of law, of partners owning 30% or more of the partnership, or the dissolution of the partnership; (b) if Tenant consists of more than one person, an assignment, whether voluntary, involuntary, or by operation of law, by one person to one of the other persons that is a Tenant; (c) if Tenant is a corporation, any dissolution or reorganization of Tenant, or the sale or other transfer of a controlling percentage (hereafter defined) of capital stock of Tenant other than to an affiliate or subsidiary or the sale of more than 50% in value of the assets of Tenant; and (d) if Tenant is a limited liability company, the change of membership whose interest in the company is more than 50%. The phrase "controlling percentage" means the ownership of, and the right to vote, stock possessing more than 50% of the total combined voting power of all classes of Tenant's capital stock issued, outstanding and entitled to vote for the election of directors, or such lesser percentage as is required to provide actual control over the affairs of the corporation; except that, if the Tenant is a publicly traded company, public trades or sales of the Tenant's stock on a national stock exchange shall not be considered an assignment hereunder even if the aggregate of the trades or sales exceeds 50% of the capital stock of the company.

b. *Permitted Assignments/Subleases.* Notwithstanding the foregoing, Tenant may assign this Lease or sublease part or all of the Premises without Landlord's consent to: (i) any corporation, limited liability company, or partnership that controls, is controlled by, or is under common control with, Tenant at the Commencement Date; or (ii) any corporation or limited liability company resulting from the merger or consolidation with Tenant or to any entity that acquires all of Tenant's assets as a going concern of the business that is being conducted on the Premises; provided, however, the assignor remains liable under the Lease and the assignee or sublessee is a bona fide entity and assumes the obligations of Tenant, is as creditworthy as the Tenant, and continues the same Permitted Use as provided under Article 4.

c. *Notice to Landlord.* Landlord must be given prior written notice of every assignment or subletting, and failure to do so shall be a default hereunder.

d. *Prohibited Assignments/Subleases.* In no event shall this Lease be assignable by operation of any law, and Tenant's rights hereunder may not become, and shall not be listed by Tenant as an asset under any bankruptcy, insolvency or reorganization proceedings. Acceptance of Rent by Landlord after any non-permitted assignment or sublease shall not constitute approval thereof by Landlord.

c. *Limitation on Rights of Sublessee.* No sublease shall provide the subtenant the right to exercise any options to renew the Term, expand the Premises or similar options provided to Tenant under the Lease; provided, however, Tenant shall retain the right to exercise any such options, subject to and in accordance with the applicable terms and conditions governing any such options available to Tenant.

f. *Tenant Not Released.* No assignment or sublease shall release Tenant of any of its obligations under this Lease.

g. *Landlord's Right to Collect Sublease Rents upon Tenant Default.* If the Premises (or any portion) is sublet and Tenant defaults under its obligations to Landlord, then Landlord is authorized, at its option, to collect all sublease rents directly from the sublessee. Tenant hereby assigns the right to collect the sublease rents to Landlord in the event of Tenant default. The collection of sublease rents by Landlord shall not relieve Tenant of its obligations under this Lease, nor shall it create a contractual relationship between sublessee and Landlord or give sublessee any greater estate or right to the Premises than contained in its sublease.

h. *Excess Rents.* If Tenant assigns this Lease or subleases all or part of the Premises at a rental rate that exceeds the rentals paid to Landlord, then any such excess shall be paid over to Landlord by Tenant.

i. *Landlord's Fees.* Tenant shall pay Landlord an administration fee of \$1,000.00 per assignment or sublease transaction for which Landlord's consent is required.

18. DAMAGES TO PREMISES.

a. *Landlord's Restoration Obligations.* If the Building or Premises are damaged by fire or other casualty ("Casualty"), then, unless the Lease is terminated as provided in this Article 18, Landlord shall repair and restore the Premises to substantially the same condition of the Premises immediately prior to such Casualty, subject to the following terms and conditions:

i. The casualty must be insured under Landlord's insurance policies, and Landlord's obligation is limited to the extent of the insurance proceeds received by Landlord. Landlord's duty to repair and restore the Premises shall not begin until receipt of the insurance proceeds.

ii. Landlord's lender(s) must permit the insurance proceeds to be used for such repair and restoration.

iii. Landlord shall have no obligation to repair and restore Tenant's trade fixtures, decorations, signs, contents, or any Non-Standard Improvements to the Premises.

b. *Tenant's Restoration Obligations.* Unless the Lease is terminated as provided in this Article 18, Tenant shall promptly repair, restore, or replace Tenant's Property. All repair, restoration or replacement of Tenant's Property shall be at least to the same condition as existed prior to the Casualty.

c. *Termination of Lease by Landlord.* Landlord shall have the option of terminating the Lease following the Casualty if: (i) the Premises is rendered wholly untenable; (ii) the Premises is damaged in whole or in part as a result of a risk which is not covered by Landlord's insurance policies; (iii) Landlord's lender does not permit a sufficient amount of the insurance proceeds to be used for restoration purposes; (iv) the Premises is damaged in whole or in part during the last two years of the Term; or (v) the Building containing the Premises is damaged (whether or not the Premises is damaged) to an extent of 50% or more of the fair market value thereof. If Landlord elects to terminate this Lease, then it shall give notice of the cancellation to Tenant within 60 days after the date of the Casualty. Tenant shall vacate and surrender the Premises to Landlord within 15 days after receipt of the notice of termination.

d. *Termination of Lease by Tenant.* Tenant shall have the option of terminating the Lease if: (i) Landlord has failed to substantially restore the damaged Building or Premises within 180 days of the Casualty ("Restoration Period"); (ii) the Restoration Period has not been delayed by Tenant delays or *force majeure*; and (iii) Tenant gives Landlord notice of the termination within 15 days after the end of the Restoration Period (as extended by any Tenant delay or *force majeure* delays). If Landlord is delayed by Tenant delay or *force majeure*, then within 15 days of the event causing the delay, Landlord must provide Tenant with notice stating the reason for the delays and a good faith estimate of the length of the delays.

c. *Rent Abatement.* If Premises is rendered wholly untenable by the Casualty, then the Rent payable by Tenant shall be fully abated. If the Premises is only partially damaged, then Tenant shall continue the operation of Tenant's business in any part not damaged to the extent reasonably practicable from the standpoint of prudent business management, and Rent and other charges shall be abated proportionately to the portion of the Premises rendered untenable. The abatement shall be from the date of the Casualty until the Premises have been substantially repaired and restored, or until Tenant's business operations are restored in the entire Premises, whichever shall first occur. However, if the Casualty is caused by the negligence or other wrongful conduct of Tenant or of Tenant's subtenants, licensees, contractors, or invitees, or their respective agents or employees, there shall be no abatement of Rent. The abatement of the Rent set forth above, and the right to terminate the Lease set forth in Section 18d, are Tenant's exclusive remedies against Landlord in the event of a Casualty.

19. **EMINENT DOMAIN.** If all of the Premises are taken under the power of eminent domain (or by conveyance in lieu thereof), then this Lease shall terminate as of the date possession is taken by the condemnor, and Rent shall be adjusted between Landlord and Tenant as of such date. If only a portion of the Premises is taken and Tenant can continue use of the remainder, then this Lease will not terminate, but Rent shall abate in a just and proportionate amount to the loss of use occasioned by the taking. Landlord shall be entitled to receive and retain the entire condemnation award for the taking of the Building and Premises. Tenant shall have no right or claim against Landlord for any part of any award received by Landlord for the taking. Tenant, however, shall not be prevented from making a claim against the condemning party (but not against Landlord) for any moving expenses, loss of profits, or taking of Tenant's personal property (other than its leasehold estate) to which Tenant may be entitled; provided that any such award shall not reduce the amount of the award otherwise payable to Landlord for the taking of the Building and Premises.

20. ENVIRONMENTAL COMPLIANCE.

a. *Tenant's Responsibility.* Tenant shall not (either with or without negligence) cause or permit the escape, disposal or release of any biologically active or other hazardous substances or materials on the Property. For the purposes of this Article 20, the term "Property" shall include the Premises, Building, all Common Areas, the real estate upon which the Building and Common Areas are located; all personal property (including that owned by Tenant); and the soil, ground water, and surface water of the real estate upon which the Building is located. Tenant shall not allow the storage or use of such substances or materials in any manner not sanctioned by law or in compliance with the highest standards prevailing in the industry for the storage and use of such substances or materials, nor allow to be brought onto the Property any such materials or substances except to use in the ordinary course of Tenant's business. No such notice shall be required, however, for commercially reasonable amounts of ordinary office supplies, medical supplies and janitorial supplies. In connection with the foregoing, Tenant, at its sole cost and expense, shall be solely responsible for the proper handling, storage, removal and disposal of all medical waste from the Premises.

b. *Liability of the Parties.* Landlord represents and warrants that, to Landlord's knowledge, there are no hazardous materials on the Property as of the Commencement Date in violation of any laws pertaining to environmental matters or regulating, prohibiting or otherwise having to do with asbestos and all other toxic, radioactive, or hazardous wastes or materials (collectively "Environmental Laws"); including, but not limited to, the Federal Clean Air Act, the Federal Water Pollution Control Act, and the Comprehensive Environmental Response, Compensation, and Liability Act of 1980. Landlord shall indemnify and hold Tenant harmless from any liability resulting from Landlord's violation of this representation and warranty, unless the hazardous materials are present on the Property due to the act or omission of Tenant or its agents, employees, officers, licensees or contractors, in which event Tenant shall be obligated to indemnify Landlord as hereafter provided. Tenant shall indemnify and hold Landlord harmless from any penalty, fine, claim, demand, liability, cost, or charge whatsoever which Landlord shall incur, or which Landlord would otherwise incur, by reason of Tenant's failure to comply with this Article 20 including, but not limited to: (i) the cost of full remediation of any contamination to bring the Property into the same condition as prior to the Commencement Date and into full compliance with all Environmental Laws; (ii) the reasonable cost of all appropriate tests and examinations of the Premises to confirm that the Premises and any other contaminated areas have been remediated and brought into compliance with Environmental Laws; and (iii) the reasonable fees and expenses of Landlord's attorneys, engineers, and consultants incurred by Landlord in enforcing and confirming compliance with this Article 20. Notwithstanding the foregoing, Tenant's obligations under this Article 20 shall not apply to any condition or matter constituting a violation of any Environmental Laws that

was not caused, in whole or in part, by Tenant or Tenant's agents, employees, officers, partners, contractors, servants or invitees. The covenants contained in this Article 20 shall survive the expiration or termination of this Lease, and shall continue for so long as either party and its successors and assigns may be subject to any expense, liability, charge, penalty, or obligation against which the other party has agreed to indemnify it under this Article 20.

c. *Inspections by Landlord.* Landlord and its engineers, technicians, and consultants, from time to time as Landlord deems appropriate, may conduct periodic examinations of the Premises to confirm and monitor Tenant's compliance with this Article 20. Such examinations shall be conducted in such a manner as to minimize the interference with Tenant's Permitted Use; however, in all cases, the examinations shall be of such nature and scope as shall be reasonably required by then existing technology to confirm Tenant's compliance with this Article 20. Tenant shall fully cooperate with Landlord and its representatives in the conduct of such examinations. The cost of such examinations shall not be considered Operating Expenses and shall be paid by Landlord unless an examination shall disclose a material failure of Tenant to comply with this Article 20, in which case, the reasonable cost of such examination shall be paid for by Tenant within 10 days after receipt of Landlord's written demand.

21. DEFAULT.

a. *Tenant's Default.* Tenant shall be in default under this Lease if Tenant:

i. Fails to pay any Base Rent, Additional Rent, or any other sum of money that Tenant is obligated to pay, as provided in this Lease, within five business days after the due date; provided, however, that with respect to the first two times during any consecutive 12-month period that Tenant fails to pay Rent when due (each a "Late Payment"), the Late Payment shall not be considered an event of default if, within five business days after receipt of notice from Landlord, Tenant submits the entire amount of the Rent then due, including any applicable late charge. Landlord shall be obligated to forgive Tenant only two Late Payments per any consecutive 12-month period, and any additional Late Payments during that period shall constitute an event of default;

ii. Breaches any other agreement, covenant or obligation in this Lease and such breach is not remedied within 30 days after Landlord gives Tenant notice in accordance with Article 24 below specifying the breach, or if such breach cannot, with due diligence, be cured within 30 days, if Tenant does not commence curing within 30 days and with reasonable diligence completely cure the breach within a reasonable period of time after the notice;

iii. Files any petition or action for relief under any creditor's law (including bankruptcy, reorganization, or similar action), either in state or federal court, or has such a petition or action filed against it which is not stayed or vacated within 60 days after filing; or

iv. Makes any transfer in fraud of creditors as defined in Section 548 of the United States Bankruptcy Code (11 U.S.C. 548, as amended or replaced), has a receiver appointed for its assets (and the appointment is not stayed or vacated within 30 days), or makes an assignment for benefit of creditors.

b. *Landlord's Remedies.* In the event of a Tenant default, Landlord, at its option, may do one or more of the following:

i. Terminate this Lease and recover all damages caused by Tenant's breach;

ii. Repossess the Premises, with or without terminating the Lease, and relet the Premises at such amount as Landlord deems reasonable;

iii. Declare the entire remaining Base Rent and Additional Rent immediately due and payable, such amount to be discounted to its present value at a discount rate equal to the U.S. Treasury Bill or Note rate with the closest maturity to the remaining term of the Lease as selected by Landlord; provided, however, after receiving payment of the accelerated Rent from Tenant, Landlord shall use commercially reasonable efforts to relet the Premises in a timely manner; and Landlord shall be obligated to turn over to Tenant any proceeds actually received by Landlord for reletting the Premises during the remainder of the Term less any Reletting Costs, as defined below, up to the amount of accelerated Rent received from Tenant pursuant to this provision.

- iv. Bring action for recovery of all amounts due from Tenant;
- v. Seize and hold any personal property of Tenant located in the Premises and assert against the same a lien for monies due Landlord;
- vi. Pursue any other remedy available in law or equity.

c. *Landlord's Expenses.* If the Lease or Tenant's right of possession to the Premises is terminated due to Tenant's default by order of a court of competent jurisdiction or otherwise in accordance with applicable law and this Lease, then all reasonable expenses of Landlord in repairing, restoring, or altering the Premises for reletting as general office space, together with leasing fees and all other expenses in seeking and obtaining a new Tenant (collectively "Reletting Costs"), shall be charged to and be a liability of Tenant.

d. *Remedies Cumulative.* All rights and remedies of Landlord are cumulative, and the exercise of any one shall not exclude Landlord at any other time from exercising a different or inconsistent remedy. No exercise by Landlord of any right or remedy granted herein shall constitute or effect a termination of this Lease unless Landlord shall so elect by notice delivered to Tenant. The failure of Landlord to exercise its rights in connection with this Lease or any breach or violation of any term, or any subsequent breach of the same or any other term, covenant or condition herein contained shall not be a waiver of such term, covenant or condition or any subsequent breach of the same or any other covenant or condition herein contained.

e. *No Accord and Satisfaction.* No acceptance by Landlord of a lesser sum than the Rent, Additional Rent and other sums then due shall be deemed to be other than on account of the earliest installment of such payments due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed as accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy provided in this Lease.

f. *No Reinstatement.* No payment of money by Tenant to Landlord after the expiration or termination of this Lease shall reinstate or extend the Term, or make ineffective any notice of termination given to Tenant prior to the payment of such money. After the service of notice or the commencement of a suit, or after final judgment granting Landlord possession of the Premises, Landlord may receive and collect any sums due under this Lease, and the payment thereof shall not make ineffective any notice or in any manner affect any pending suit or any judgment previously obtained.

g. *Unlawful Detainer.* Tenant agrees that in addition to all other rights and remedies Landlord may obtain an order for unlawful detainer from any court of competent jurisdiction without prejudice to Landlord's rights to otherwise collect rents or breach of contract damages from Tenant.

h. *Landlord's Default.* Landlord shall be in default under this Lease if Landlord breaches any agreement, covenant or obligation in this Lease and does not remedy the breach within 15 days after Tenant gives Landlord written notice in accordance with Article 24 below specifying the breach, or if the breach cannot, with due diligence, be cured within 15 days, Landlord does not commence curing within 15 days and with reasonable diligence completely cure the breach within a reasonable period of time after the notice. In the event Landlord fails to cure its breach within the time periods set forth herein, Tenant shall be entitled to pursue any and all remedies available to it at law or in equity; and in addition, Tenant, upon an additional five days' prior notice to Landlord, may elect to cure such default on Landlord's behalf, in which event Landlord shall reimburse Tenant for the reasonable out-of-pocket expenses paid by Tenant to cure such default within 30 days following receipt of a reasonably detailed invoice and supporting documentation evidencing such costs. Notwithstanding the foregoing, Tenant shall have no right to withhold, set off or abate Rent in connection with Landlord's default except as expressly provided elsewhere in this Lease.

22. MULTIPLE DEFAULTS.

a. *Loss of Option Rights.* Tenant acknowledges that any rights or options of first refusal, or to extend the Term, to expand the size of the Premises, to purchase the Premises or the Building, or other similar rights or options which have been granted to Tenant under this Lease are conditioned upon the prompt and diligent performance of the terms of this Lease by Tenant. Accordingly, should Tenant default under this Lease on two or more occasions during any 12-month period, in addition to all other remedies available to Landlord, all such rights and options shall automatically, and without further action on the part of any party, expire and be of no further force and effect.

b. *Increased Security Deposit.* Should Tenant default in the payment of Base Rent, Additional Rent, or any other sums payable by Tenant under this Lease on two or more occasions during any 12-month period, regardless of whether Landlord permits such default to be cured, then, in addition to all other remedies otherwise available to Landlord, Tenant, within 10 days after demand by Landlord, shall post a Security Deposit in, or increase the existing Security Deposit by, a sum equal to three months' installments of Base Rent at the rate in effect at the time of Landlord's demand. The Security Deposit shall be governed by the terms of this Lease.

c. *Effect on Notice and Cure Periods.* [Intentionally Omitted]

23. BANKRUPTCY.

a. *Trustee's Rights.* Landlord and Tenant understand that, notwithstanding contrary terms in this Lease, a trustee or debtor in possession under the United States Bankruptcy Code, as amended, (the "Code") may have certain rights to assume or assign this Lease. This Lease shall not be construed to give the trustee or debtor in possession any rights greater than the minimum rights granted under the Code.

b. *Adequate Assurance.* Landlord and Tenant acknowledge that, pursuant to the Code, Landlord is entitled to adequate assurances of future performance of the provisions of this Lease. The parties agree that the term "adequate assurance" shall include at least the following:

i. In order to assure Landlord that any proposed assignee will have the resources with which to pay all Rent payable pursuant to the provisions of this Lease, any proposed assignee must have, as demonstrated to Landlord's satisfaction, a net worth (as defined in accordance with generally accepted accounting principles consistently applied) of not less than the net worth of Tenant on the Effective Date (as hereinafter defined), increased by 7%, compounded annually, for each year from the Effective Date through the date of the proposed assignment. It is understood and agreed that the financial condition and resources of Tenant were a material inducement to Landlord in entering into this Lease.

ii. Any proposed assignee must have been engaged in the conduct of business for the five years prior to any such proposed assignment, which business does not violate the Use provisions under Article 4 above, and such proposed assignee shall continue to engage in the Permitted Use under Article 4. It is understood that Landlord's asset will be substantially impaired if the trustee in bankruptcy or any assignee of this Lease makes any use of the Premises other than the Permitted Use.

c. *Assumption of Lease Obligations.* Any proposed assignee of this Lease must assume and agree to be bound by the provisions of this Lease.

24. NOTICES.

a. *Addresses.* All notices, demands and requests by Landlord or Tenant shall be sent to the Notice Addresses set forth in Section 11, or to such other address as a party may specify by duly given notice. The parties shall notify the other of any change in address.

b. *Form; Delivery; Receipt.* **ALL NOTICES, DEMANDS AND REQUESTS WHICH MAY BE GIVEN OR WHICH ARE REQUIRED TO BE GIVEN BY EITHER PARTY TO THE OTHER MUST BE IN WRITING UNLESS OTHERWISE SPECIFIED.** Notices, demands or requests shall be deemed to have been properly given for all purposes only if (i) delivered against a written receipt of delivery, (ii) mailed by express, registered or certified mail of the United States Postal Service, return receipt requested, postage prepaid, or (iii) delivered to a nationally recognized overnight courier service for next business day delivery to the receiving party's address as set forth above or (iv) delivered via telecopier or facsimile transmission to the facsimile number listed above, with an original counterpart of such communication sent concurrently as specified in subsection (ii) or (iii) above and with written confirmation of receipt of transmission provided. Each such notice, demand or request shall be deemed to have been received upon the earlier of the actual receipt or refusal by the addressee or three business days after deposit thereof at any main or branch United States post office if sent in accordance with subsection (ii) above, and the next business day after deposit thereof with the courier if sent pursuant to subsection (iii) above. Notices may be given on behalf of any party by such party's legal counsel.

25. **HOLDING OVER.** If Tenant holds over after the Expiration Date or other termination of this Lease, such holding over shall not be a renewal of this Lease but shall create a tenancy-at-sufferance. Tenant shall continue

to be bound by all of the terms and conditions of this Lease, except that during such tenancy-at-sufferance, Tenant shall pay to Landlord (i) Base Rent at the rate equal to 150% of that provided for us of the expiration or termination date, and (ii) any and all forms of Additional Rent payable under this Lease. The increased Rent during such holding over is intended to compensate Landlord partially for losses, damages and expenses, including frustrating and delaying Landlord's ability to secure a replacement tenant.

Notwithstanding the preceding paragraph, provided Tenant (a) gives Landlord notice at least 365 days prior to the Expiration Date; and (b) is not in default under the Lease beyond any applicable cure period on the Expiration Date, Tenant may holdover for a period of up to six months after the Expiration Date ("Permissible Holdover Period"). Tenant's notice to Landlord must specify the length of the Permissible Holdover Period. Monthly Base Rent during the first three months of the Permissible Holdover Period shall be 125% of the Base Rent in effect during the last month of the initial Term. If the Permissible Holdover Period is longer than three months, then monthly Base Rent during months four through six of the Permissible Holdover Period shall be 150% of the Base Rent in effect during the last month of the initial Term. In addition to the foregoing Base Rent, Tenant will remain liable for payment of Operating Expenses and all other forms of Additional Rent payable under the Lease during the Permissible Holdover Period. Should Tenant holdover in the Premises following the expiration or earlier termination date of the Permissible Holdover Period, then the terms and conditions set forth in the first paragraph of this Section 25 shall apply.

26. RIGHT TO RELOCATE. [Intentionally Omitted]

27. BROKER'S COMMISSIONS. Each party represents and warrants to the other that it has not dealt with any real estate broker, finder or other person with respect to this Lease in any manner, except the Broker identified in Section 1m. Each party shall indemnify and hold the other party harmless from any and all damages resulting from claims that may be asserted against the other party by any other broker, finder or other person (including, without limitation, any substitute or replacement broker claiming to have been engaged by indemnifying party in the future), claiming to have dealt with the indemnifying party in connection with this Lease or any amendment or extension hereto, or which may result in Tenant leasing other or enlarged space from Landlord. The provisions of this paragraph shall survive the termination of this Lease.

28. ANTI-TERRORISM LAWS. During the term, neither Tenant nor its respective constituents or affiliates shall (i) be an "enemy" or an "ally of the enemy" within the meaning of Section 2 of the Trading with the Enemy Act of the United States of America (50 U.S.C. App. §§ 1 et seq.), as amended, (ii) violate the Trading with the Enemy Act, as amended, (iii) violate any of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto or (iv) violate the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Patriot Act"). Tenant shall, promptly following a request from Landlord, provide all documentation and other information that Landlord requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the Patriot Act.

29. GENERAL PROVISIONS/DEFINITIONS.

a. *No Agency.* Tenant is not and shall never represent itself to be an agent of Landlord, and Tenant acknowledges that Landlord's title to the Building is paramount, and that Tenant can do nothing to affect or impair Landlord's title.

b. *Force Majeure.* The term "*force majeure*" means: fire, flood, extreme weather, labor disputes, strike, lock-out, riot, government interference (including regulation, appropriation or rationing), unusual delay in governmental permitting, unusual delay in deliveries or unavailability of materials, unavoidable casualties, Act of God, or other causes beyond the party's reasonable control.

c. *Building Standard Improvements.* [Intentionally Omitted]

d. *Limitation on Damages.* Notwithstanding any other provisions in this Lease, neither Landlord nor Tenant shall be liable to the other for any special, consequential, incidental or punitive damages.

e. *Satisfaction of Judgments Against Landlord.* If Landlord, or its employees, officers, directors, stockholders or partners are ordered to pay Tenant a money judgment because of Landlord's default under this Lease, said money judgment may only be enforced against and satisfied out of: (i) Landlord's interest in the Building in which the Premises are located including the rental income and proceeds from sale; and (ii)

any insurance or condemnation proceeds received because of damage or condemnation to, or of, said Building that are available for use by Landlord. No other assets of Landlord or said other parties exculpated by the preceding sentence shall be liable for, or subject to, any such money judgment.

f. *Interest.* Should Tenant fail to pay any amount due to Landlord within 30 days of the date such amount is due (whether Base Rent, Additional Rent, or any other payment obligation), then the amount due shall thereafter accrue interest at the rate of 12% per annum, compounded monthly, or the highest permissible rate under applicable usury law, whichever is less, until the amount is paid in full.

g. *Legal Costs.* Should either party prevail in any legal proceedings against the other for breach of any provision in this Lease, then the other party shall be liable for the costs and expenses of the prevailing party, including its reasonable attorneys' fees (at all tribunal levels).

h. *Sale of Premises or Building.* Landlord may sell the Premises or the Building without affecting the obligations of Tenant hereunder. Upon the sale of the Premises or the Building, Landlord shall be relieved of all responsibility for the Premises and shall be released from any liability thereafter accruing under this Lease.

i. *Time of the Essence.* Time is of the essence in the performance of all obligations under the terms of this Lease.

j. *Transfer of Security Deposit.* If any Security Deposit or prepaid Rent has been paid by Tenant, Landlord may transfer the Security Deposit or prepaid Rent to Landlord's successor and upon such transfer, Landlord shall be released from any liability for return of the Security Deposit or prepaid Rent.

k. *Tender of Premises.* The delivery of a key or other such tender of possession of the Premises to Landlord or to an employee of Landlord shall not operate as a termination of this Lease or a surrender of the Premises unless requested in writing by Landlord.

l. *Tenant's Financial Statements.* Upon request of Landlord, but no more than once annually unless Tenant is in monetary default hereunder or unless specifically required by Landlord as part of any proposed sale or financing of the Building, Tenant agrees to furnish to Landlord copies of Tenant's most recent financial statements, audited if available. The financial statements shall be prepared in accordance with generally accepted accounting principles, consistently applied, or with such other accounting principles prevailing in Tenant's business or industry. Landlord may deliver the financial statements to any prospective or existing mortgagee or purchaser of the Building; provided, however, Tenant may condition such delivery upon the mortgagee or purchaser executing a commercially reasonable non-disclosure agreement protecting the information contained in the financial statements.

m. *Recordation.* This Lease may not be recorded without Landlord's prior written consent, but Tenant and Landlord agree, upon the request of the other party, to execute a memorandum hereof for recording purposes.

n. *Partial Invalidity.* The invalidity of any portion of this Lease shall not invalidate the remaining portions of the Lease.

o. *Binding Effect.* This Lease shall be binding upon the respective parties hereto, and upon their heirs, executors, successors and assigns.

p. *Entire Agreement; Construction.* This Lease constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written relating to the subject matter hereof. The fact that one of the parties to this Lease may be deemed to have drafted or structured any provision of this Lease shall not be considered in construing or interpreting any particular provision of this Lease, either in favor of or against such party, and Landlord and Tenant hereby waive any applicable rules of construction or interpretation to the contrary.

q. *Good Standing.* If requested by Landlord, Tenant shall furnish appropriate legal documentation evidencing the valid existence in good standing of Tenant, and the authority of any person signing this Lease to act for the Tenant.

r. *Choice of Law.* This Lease shall be interpreted and enforced in accordance with the laws of the State in which the Premises are located.

s. *Effective Date.* This Lease shall become effective as a contract only upon the execution and delivery by both Landlord and Tenant. The date of execution shall be entered on the top of the first page of this Lease by Landlord, and shall be the date on which the last party signed the Lease, or as otherwise may be specifically agreed by both parties. Such date, once inserted, shall be established as the final day of ratification by all parties to this Lease, and shall be the date for use throughout this Lease as the "Effective Date".

30. SPECIAL CONDITIONS. The following special conditions, if any, shall apply, and where in conflict with earlier provisions in this Lease shall control:

a. *RADON.* THE FOLLOWING DISCLOSURE IS MADE PURSUANT TO SECTION 404.056 OF THE FLORIDA STATUTES: 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.

b. *Assumption of Existing Lease.* Pursuant to that certain Lease Agreement dated September 17, 2010 (the "Existing Lease"), by and between Tenant and SF-HIW Harborview Plaza, L.P., Tenant currently leases from Landlord certain space comprising approximately 59,657 rentable square feet, in the Harborview Plaza building, located at 3031 N. Rocky Point Drive West, Tampa, Florida (the "Existing Premises"). Effective upon the expiration of the Rent abatement for the entire Premises during the first six months of the Term as set forth in Section 1.f, provided that Tenant is not then in default under this Lease or the Existing Lease, Landlord shall assume Tenant's rights and obligations under the Existing Lease; and Tenant shall be released from any obligations under the Existing Lease that accrue on and after Landlord's assumption of the Existing Lease. Landlord and Tenant hereby agree to execute an assignment of the Existing Lease or other similar agreement to give effect to the provisions of this paragraph. Landlord shall be solely responsible for all costs or fees, if any, required for it to assume the Lease as specified herein; and any security deposit provided by Tenant in connection with the Existing Lease will be returned to Tenant in accordance with the terms of the Existing Lease. Additionally, any guarantors of Tenant's obligations under the Existing Lease will be released from any further liability under their guaranty agreements from and after the date that Landlord's assumption of the Existing Lease becomes effective. Tenant will remain obligated to vacate and surrender the Existing Premises in the condition required under the Existing Lease on or before the date that Landlord's assumption of the Existing Lease becomes effective.

c. *Confidentiality.* Without the prior written approval of the other party, Landlord nor Tenant (nor their respective employees, agents or representatives) shall disclose any information pertaining to this Lease or the terms and conditions set forth herein to any third parties (including, without limitation, any media outlets), other than their respective officers, directors, employees, agents and authorized representatives (collectively, "Essential Parties") on a need-to-know basis, subject to such Essential Parties agreeing to comply with this confidentiality provision; provided, however, Landlord and Tenant will work in good faith to develop and authorize a press release announcing the Lease signing and the Building project at an appropriate time as reasonably determined by the parties.

d. *Guaranty.* This Lease is contingent upon the delivery to Landlord of a Guaranty Agreement ("Guaranty") executed by LSI HoldCo LLC ("Guarantor") in the form attached hereto as Exhibit D. This Lease shall not be effective until the Guarantor has executed and delivered the Guaranty to Landlord. The delivery of the Guaranty is a material inducement to Landlord's consent to this Lease herein contemplated.

31. ADDENDA AND EXHIBITS. If any addenda and/or exhibits are noted below, such addenda and exhibits are incorporated herein and made a part of this Lease.

- a. Addendum Number One - Additional Rent - Operating Expenses and Taxes
- b. Addendum Number Two - Parking Agreement
- c. Addendum Number Three - Renewal Options
- d. Exhibit A - Premises
- e. Exhibit A-1 - Complex

- f. **Exhibit A-2 – Tenant Improvement Work Letter**
- g. **Exhibit B – Rules and Regulations**
- h. **Exhibit C – Commencement Agreement**
- i. **Exhibit D – Guaranty**
- j. **Schedule 1 – Building Plans (to be attached after the Effective Date)**
- k. **Schedule 2 – Base Building Baseline Design Package**
- l. **Schedule 3 – Project Milestone Schedule**
- m. **Schedule 4 – Tenant Specific Modifications**

**[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY
SIGNATURE BLOCKS ON NEXT PAGE]**

IN WITNESS WHEREOF, Landlord and Tenant have executed this lease in three originals, all as of the day and year first above written.

WITNESSES:

Alice Grammen
Alice Grammen
Print Name
Lisa P. Cox
Lisa P. Cox
Print Name

WITNESSES:

Kara Grammen
KARA GRAMMEN
Print Name
Kim A. Maxwell
Kim A. Maxwell
Print Name

LANDLORD:
HIGHWOODS REALTY LIMITED
PARTNERSHIP, a North Carolina limited
partnership

By: Highwoods Properties, Inc., a Maryland
Corporation, its sole general partner

By: Daniel E. Woodward
Daniel E. Woodward
Title: Vice President

Date: 8/12/14

TENANT:
LSI MANAGEMENT COMPANY) LLC, a Florida
limited liability company

William E. Horne
Signature Line

By: William E. Horne
Print Name

Title: CEO

Date: 8/11/14

ADDENDUM NUMBER ONE

ADDITIONAL RENT - OPERATING EXPENSES AND TAXES

1. *Operating Expenses.* The term "Operating Expenses" shall mean all costs incurred by Landlord in the provision of services to Tenant under this Lease and in the operation, management, repair, replacement and maintenance of the Complex, including, but not limited to, insurance premiums, utilities, heat, air conditioning, janitorial service, labor, materials, supplies, equipment and tools, permits, licenses, inspection fees, salaries and other reasonable compensation of maintenance and management personnel reasonably related to services provided to the Complex, management fees not to exceed 2.5% of all net revenue due and payable by Tenant hereunder, and Common Area expenses.

2. *Exclusions to Operating Expenses.* Notwithstanding the foregoing, Operating Expenses shall not include the following: depreciation on the Building or equipment therein; ground lease rent; advertising, marketing and promotional costs; interest; executive salaries; real estate brokers' commissions; Taxes (as defined below); overhead and profit paid to subsidiaries or affiliates of Landlord for services, supplies or materials provided on or to the Complex, to the extent these costs exceed the amount customarily charged by an independent entity for the same or substantially similar services, supplies and materials; the cost of any services for which Landlord is reimbursed directly by any tenant; debt service on any loans; and any expenses that do not relate to the operation of the Complex. Additionally, Operating Expenses shall not include the costs of capital improvements or replacements to the Complex; provided, however, Landlord may include in Operating Expenses the costs of the following capital items, amortized on a straight-line basis over their useful lives:

a. Any capital improvements or expenses made or incurred in order to comply with any new laws, rules or regulations or any changes in existing laws, rules or regulations adopted by any governmental authority after the Commencement Date; and

b. Any capital improvements or expenses made or incurred primarily to reduce Operating Expenses, provided that the amortized amount of these capital items in any year will not exceed the estimated resulting reduction in Operating Expenses for the same year.

3. *Taxes.* The term "Taxes" shall mean any fees, charges or assessments related to the Complex that are imposed by any governmental or quasi-governmental authority having jurisdiction over the Complex, including, without limitation, ad valorem real property taxes; franchise taxes; personal property taxes; assessments, special or otherwise, imposed on the Complex; payments in lieu of real estate taxes; sewer rents; transit taxes; and taxes based on rents. Taxes shall also include the reasonable costs incurred by Landlord in connection with any appeal for a reduction of taxes, including, without limitation, the costs of legal consultants, appraisers and accountants. Taxes shall not include any inheritance, estate, succession, transfer, gift, corporate, income or profit tax imposed upon Landlord.

4. *Payment of Additional Rent.* During the Term, Tenant shall pay to Landlord, as Additional Rent, all Operating Expenses and Taxes attributable to the Building and/or the Complex. To the extent any Operating Expenses and/or Taxes are related to the Building and one or more other buildings owned by Landlord or its affiliate, those Operating Expenses and/or Taxes shall be reasonably allocated by Landlord on an equitable pro rata basis among all of the buildings to which those expenses are related; and Tenant shall pay only the amount of those expenses reasonably allocated to the Building, and upon Tenant's request, Landlord shall promptly provide a spreadsheet to Tenant explaining how the pro rata allocation was determined.

5. *Landlord's Estimate.* For the calendar year (or partial calendar year, if applicable) commencing on the Commencement Date and for each calendar year thereafter during the Term, Landlord shall deliver to Tenant a written statement of the reasonable estimated Operating Expenses and Taxes for that calendar year based on the budgeting process outlined in Section 7.a of the Lease. Tenant shall pay the estimated Operating Expenses and Taxes to Landlord in 12 equal monthly installments, which shall be due and payable at the same time and in the same manner as Base Rent. These monthly payments are subject to adjustment based on changes in the scope of services to be provided by Landlord, as further specified in Section 7.a of the Lease.

6. *Annual Reconciliation.* Within 180 days after the end of each calendar year or as soon as possible thereafter, Landlord shall send Tenant an annual statement of the actual Operating Expenses and Taxes for the preceding calendar year (the "Annual Statement"). Landlord's failure to render an Annual Statement for any calendar year shall not prejudice Landlord's right to issue an Annual Statement with respect to that calendar year or

any subsequent calendar year, nor shall Landlord's rendering of an incorrect Annual Statement prejudice Landlord's right subsequently to issue a corrected Annual Statement; provided, however, if Landlord, other than due to events or circumstances beyond its reasonable control, fails to issue an Annual Statement within 12 months after the expiration of the calendar year to which the Annual Statement applies, then Landlord shall be deemed to have forfeited its right to collect any Additional Rent that otherwise may have been owed by Tenant pursuant to the Annual Statement in question. Pursuant to the Annual Statement, Tenant shall pay to Landlord Additional Rent as owed within 30 days after Tenant's receipt of the Annual Statement, or Landlord shall credit such amount to the next installment of Tenant's Rent payment(s) if Landlord owes Tenant a credit. After the Expiration Date or earlier termination date of the Lease, Landlord shall send Tenant the final Annual Statement for the Term, and Tenant shall pay to Landlord Additional Rent as owed within 30 days after Tenant's receipt of the Annual Statement, or, if Landlord owes Tenant a credit, then Landlord shall pay Tenant a refund. If this Lease expires or terminates on a day other than December 31, then Additional Rent shall be prorated on a 365-day calendar year (or 366 if a leap year).

7. *Tenant's Review of Operating Expenses and Taxes.* No more than once per calendar year, Tenant, or a qualified professional selected by Tenant (the "Reviewer"), may review Landlord's books and records relating to Operating Expenses and Taxes (the "Review"), subject to the following terms and conditions:

a. Tenant must deliver notice of the Review to Landlord within 30 days of Tenant's receipt of the Annual Statement. Thereafter, Tenant must commence and complete its Review within a reasonable time, not to exceed 180 days following Tenant's receipt of the Annual Statement. In order to conduct a Review, Tenant must not be in default under the Lease beyond any applicable cure period at the time it delivers notice of the Review to Landlord or at the time the Review commences. No subtenant shall have any right to conduct a Review, and no assigns shall conduct a Review for any period during which such assignee was not in possession of the Premises. If Tenant elects to have a Reviewer conduct the Review, the Reviewer must be an independent nationally or regionally recognized accounting firm that is not being compensated by Tenant on a contingency fee basis.

b. Tenant's Review shall only extend to Landlord's books and records specifically related to Operating Expenses and Taxes for the Complex during the calendar year for which the Annual Statement was provided. Books and records necessary to accomplish any Review shall be retained for 12 months after the end of each calendar year, and, upon Landlord's receipt of Tenant's notice, shall be made available to Tenant to conduct the Review. The Review shall be conducted during regular business hours at either the Landlord's division office for the area in which the Premises are located or Landlord's home office in Raleigh, North Carolina, as selected by Landlord.

c. As a condition to the Review, Tenant and Tenant's Reviewer shall execute a written agreement providing that the Reviewer is not being compensated on a contingency fee basis and that all information obtained through the Review, as well as any compromise, settlement or adjustment reached as a result of the Review, shall be held in strict confidence and shall not be revealed in any manner to any person except: (i) upon the prior written consent of the Landlord, which consent may be withheld in Landlord's sole discretion; (ii) if required pursuant to any litigation between Landlord and Tenant materially related to the facts disclosed by the Review; or (iii) if required by law. The written agreement may also set forth Landlord's reasonable procedures and guidelines for Tenant and Tenant's Reviewer to follow when conducting the Review.

d. If, after Tenant's Review, Tenant disputes the amount of Operating Expenses or Taxes set forth in the Annual Statement, Tenant or Tenant's Reviewer shall submit a written report to Landlord within 30 days after the completion of the Review setting forth any claims to be asserted against Landlord as a result of the Review and specific and detailed explanations as to the reason for the claim(s) (the "Report"). Landlord and Tenant then shall use good faith efforts to resolve Tenant's claims set forth in the Report. If the parties do not reach agreement on the claims within 30 days after Landlord's receipt of the Report, then the dispute shall be submitted to arbitration as hereinafter provided. Within 20 days after expiration of the 30-day period referenced in the foregoing sentence, each party shall appoint as an arbitrator a reputable independent nationally or regionally recognized accounting firm with at least 10 years experience in accounting related to commercial lease transactions and shall give notice of such appointment to the other party; provided, however, if Tenant used a Reviewer to perform the Review, the Reviewer shall be deemed to have been appointed by Tenant as its arbitrator for purposes of this provision. Within 10 days after appointment of the second arbitrator, the two arbitrators shall appoint a third arbitrator who shall be similarly qualified. If the two arbitrators are unable to agree timely on the selection of the third arbitrator, then either arbitrator on behalf of both may request such

appointment from the office of the American Arbitration Association ("AAA") nearest to Landlord. The arbitration shall be conducted in accordance with the rules of the AAA. If the AAA shall cease to provide arbitration for commercial disputes in location, the third arbitrator shall be appointed by any successor organization providing substantially the same services. Within 10 days after the third arbitrator has been selected, each of the other two arbitrators, on behalf of the party it represents, shall submit a written statement, along with any supporting document, data, reports or other information, setting forth its determination of the amount of Operating Expenses or Taxes that are in dispute. **The third arbitrator will resolve the dispute by selecting the statement of one of the parties as submitted to the third arbitrator.** Within 10 days after the third arbitrator's receipt of the statements from the other arbitrators, the third arbitrator shall notify both parties in writing of the arbitrator's decision. The decision of the third arbitrator shall be final and binding upon the parties and their respective heirs, executors, successors and assigns. If either of the parties fails to furnish its statement to the third arbitrator within the time frame specified herein, the third arbitrator shall automatically adopt the other party's statement as final and binding. The cost of arbitration (exclusive of each party's witness and attorneys' fees, which shall be paid by the party) shall be shared equally by the parties.

e. If the Review or subsequent arbitration determines that Operating Expenses and Taxes in the applicable calendar year were overstated, in the aggregate, by 5% or more, then Landlord shall reimburse Tenant for Tenant's reasonable Review costs; otherwise, Tenant shall pay its own costs in connection with the Review.

ADDENDUM NUMBER TWO

TENANT PARKING AGREEMENT

1. Landlord hereby grants to Tenant and persons designated by Tenant a license to use those parking spaces in the designated parking area as referenced in Section 1k of the Lease at no additional cost to Tenant or Tenant's customers, employees, invitees, agents or contractors. The total number of available parking spaces includes all handicapped and visitor spaces serving the Building. The Term of such license shall commence on the Commencement Date under the Lease and shall continue until the earlier to occur of the Expiration Date under the Lease, or termination of the Lease or Tenant's abandonment of the Premises thereunder.

2. Tenant shall at all times comply with all applicable ordinances, rules, regulations, codes, laws, statutes and requirements of all federal, state, county and municipal governmental bodies or their subdivisions respecting the use of the designated parking area. Landlord reserves the right to adopt, modify and enforce reasonable Rules governing the use of the designated parking area from time to time, including any key-card, sticker or other identification or entrance system, and hours of operation. The Rules set forth hereinafter are currently in effect. Landlord may refuse to permit any person who violates such Rules to park in the designated parking area, and any violation of the Rules shall subject the car to removal from the designated parking area.

3. Tenant acknowledges that Landlord has or may arrange for the designated parking area to be operated by an independent contractor, not affiliated with Landlord. In such event, Tenant acknowledges that Landlord shall have no liability for claims arising through acts or omissions of such independent contractor, if such contractor is reputable. Except for intentional acts or gross negligence, Landlord shall have no liability whatsoever for any damage to property or any other items located in the designated parking area, nor for any personal injuries or death arising out of any matter relating to the designated parking area, and in all events, Tenant agrees to look first to its insurance carrier and to require that Tenant's employees look first to their respective insurance carriers for payment of any losses sustained in connection with any use of the designated parking area. Tenant hereby waives on behalf of its insurance carriers all rights of subrogation against Landlord or Landlord's agents. Landlord reserves the right to assign specific spaces, and to reserve spaces for visitors, small cars, handicapped persons and for other tenants, guests of tenants or other parties, and Tenant and persons designated by Tenant hereunder shall not park in any such assigned or reserved spaces. Landlord also reserves the right to temporarily close all or any portion of the designated parking area in order to make repairs or perform maintenance services, or to alter, modify, re-stripe or renovate the designated parking area, or otherwise close all or a portion of the designated parking area if required by casualty, strike, condemnation, act of God, governmental law or requirement or other reason beyond Landlord's reasonable control, provided that Landlord shall use commercially reasonable efforts provide an equal number of equally convenient alternate parking spaces for Tenant's use or otherwise shall make reasonable accommodations for substitute parking at Landlord's expense.

4. If Tenant shall default under this Agreement, Landlord shall have the right to remove from the designated parking area any vehicles hereunder which shall have been involved or shall have been owned or driven by parties involved in causing such default, without liability therefor whatsoever.

5. The Lease shall control over any contradictory provisions contained in this Addendum Number Two.

PARKING RULES

- (i) Neither Tenant nor its employees, agents, contractors or representatives shall use the designated parking area for long-term parking or for storage of any kind.
- (ii) Cars must be parked entirely within the stall lines painted on the floor, and only small cars may be parked in areas reserved for small cars.
- (iii) All directional signs and arrows must be observed.
- (iv) The speed limit shall be five (5) miles per hour.
- (v) Spaces reserved for handicapped parking must be used only by vehicles properly designated.
- (vi) Parking is prohibited in all areas not expressly designated for parking, including without limitation:
 - (a) areas not striped for parking
 - (b) aisles
 - (c) where "no parking" signs are posted
 - (d) ramps
 - (e) loading zones
- (vii) Parking stickers, key cards or any other devices or forms of identification or entry supplied by Landlord shall remain the property of Landlord. Such devices must be displayed as requested and may not be mutilated in any manner. The serial number of the parking identification device may not be obliterated. Devices are not transferable and any device in the possession of an unauthorized holder will be void.
- (viii) [Intentionally deleted]
- (ix) Designated parking area managers or attendants are not authorized to make or allow any exceptions to these Rules.
- (x) Every parker is required to park and lock his or her own car.
- (xi) Loss or theft of parking identification, key cards or other such devices must be reported to Landlord or any garage manager immediately. Any parking devices reported lost or stolen found on any unauthorized car will be confiscated and the illegal holder will be subject to prosecution. Lost or stolen devices found by Tenant or its employees must be reported to the office of the designated parking area immediately.
- (xii) Washing, waxing, cleaning or servicing of any vehicle by the customer and/or his agents is prohibited. Parking spaces may be used only for parking automobiles.
- (xiii) Tenant agrees to acquaint all persons to whom Tenant assigns parking space of these Rules.

ADDENDUM NUMBER THREE

RENEWAL OPTIONS

1. *Option to Extend.* Tenant shall have the right and option to renew the Lease ("Renewal Option") for two additional periods of five years each (each an "Option Term") (a separate notice is required for each Option Term); provided, however, each Renewal Option is contingent upon the following: (i) Tenant is not in default at the time Tenant gives Landlord notice of Tenant's intention to exercise the Renewal Option; (ii) upon the Expiration Date or the expiration of the first Option Term, as applicable, Tenant has no outstanding default; (iii) no event has occurred that upon notice or the passage of time would constitute a default; and (iv) Tenant is occupying the Premises. Following the expiration of the second Option Term, Tenant shall have no further right to renew the Lease pursuant to this Addendum Number Three.

2. *Exercise of Option.* Tenant shall exercise each Renewal Option by giving Landlord notice at least 365 days prior to the Expiration Date of the initial Term or the first Option Term, as applicable. If Tenant fails to give notice to Landlord prior to the 365-day period, then Tenant shall forfeit the Renewal Option. If Tenant exercises the Renewal Option, then during the applicable Option Term, Landlord and Tenant's respective rights, duties and obligations shall be governed by the terms and conditions of the Lease, except as provided otherwise herein. Time is of the essence in exercising each Renewal Option. In the event Landlord consents to an assignment or sublease by Tenant, then the Renewal Option shall automatically terminate unless otherwise agreed in writing by Landlord.

3. *Term.* If Tenant exercises the Renewal Option, then during the applicable Option Term, all references to the term "Term", as used in the Lease, shall mean the "Option Term".

4. *Base Rent for Option Term.* The minimum Base Rent for each Option Term shall be the Fair Market Rental Rate, determined as follows:

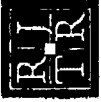
Definition. The term "Fair Market Rental Rate" shall mean the market rental rate for the time period such determination is being made for comparable buildings in the Westshore submarket of Tampa, Florida ("AREA") of comparable condition for space of equivalent quality, size, utility, and location. Such determination shall take into account all relevant factors, including, without limitation, the following matters: the credit standing of Tenant; the length of the term; expense stops; the fact that Landlord will experience no vacancy period and that Tenant will not suffer the costs and business interruption associated with moving its offices and negotiating a new lease; construction allowances and other tenant concessions that would be available to tenants comparable to Tenant in the AREA (such as moving expense allowance, free rent periods, and lease assumptions and take-over provisions, if any, but specifically excluding the value of improvements installed in the Premises at Tenant's cost), and whether adjustments are then being made in determining the rental rates for renewals in the AREA because of concessions being offered by Landlord to Tenant (or the lack thereof for the Option Term in question). For purposes of such calculation, it will be assumed that Landlord is paying a representative of Tenant a brokerage commission in connection with the Option Term in question, based on the then current market rates.

Determination. Landlord shall deliver to Tenant notice of the Fair Market Rental Rate (the "FMR Notice") for the Premises for the Option Term in question within thirty (30) days after Tenant exercises the option giving rise for the need to determine the Fair Market Rental Rate. If Tenant disagrees with Landlord's assessment of the Fair Market Rental Rate specified in a FMR Notice, then it shall so notify Landlord in writing within ten (10) business days after delivery of such FMR Notice; otherwise, the rate set forth in such notice shall be the Fair Market Rental Rate. If Tenant timely delivers to Landlord notice that Tenant disagrees with Landlord's assessment of the Fair Market Rental Rate, then Landlord and Tenant shall meet to attempt to determine the Fair Market Rental Rate. If Tenant and Landlord are unable to agree on such Fair Market Rental Rate within ten (10) business days after Tenant notifies Landlord of Tenant's disagreement with Landlord's assessment thereof, then Landlord and Tenant shall each appoint an independent real estate appraiser with an MAI designation and with at least ten (10) years' commercial real estate appraisal experience in the AREA market. The two appraisers shall then, within ten (10) days after their designation, select an independent third appraiser with like qualifications. Within twenty (20) business days after the selection of the third appraiser, a majority of the appraisers shall determine the Fair Market Rental Rate. If a majority of the appraisers is unable to agree upon the Fair Market Rental Rate by such time, then the two (2) closest appraisals shall be averaged and the average will be the Fair Market Rental Rate. Tenant and Landlord shall each

bear the entire cost of the appraiser selected by it and shall share equally the cost of the third appraiser.

Administration. If Tenant has exercised the Renewal Option and the Fair Market Rental Rate for the Option Term has not been determined in accordance with this Addendum Number Three by the time that Rent for the Option Term is to commence in accordance with the terms hereof, then Tenant shall pay Rent for the Option Term based on the Fair Market Rental Rate proposed by Landlord pursuant to this Addendum Number Three until such time as the Fair Market Rental Rate has been so determined, at which time appropriate cash adjustments shall be made between Landlord and Tenant such that Tenant is charged Rent based on the Fair Market Rental Rate (as finally determined pursuant to this Addendum Number Three) for the Option Term during the interval in question.

**EXHIBIT A
PREMISES**

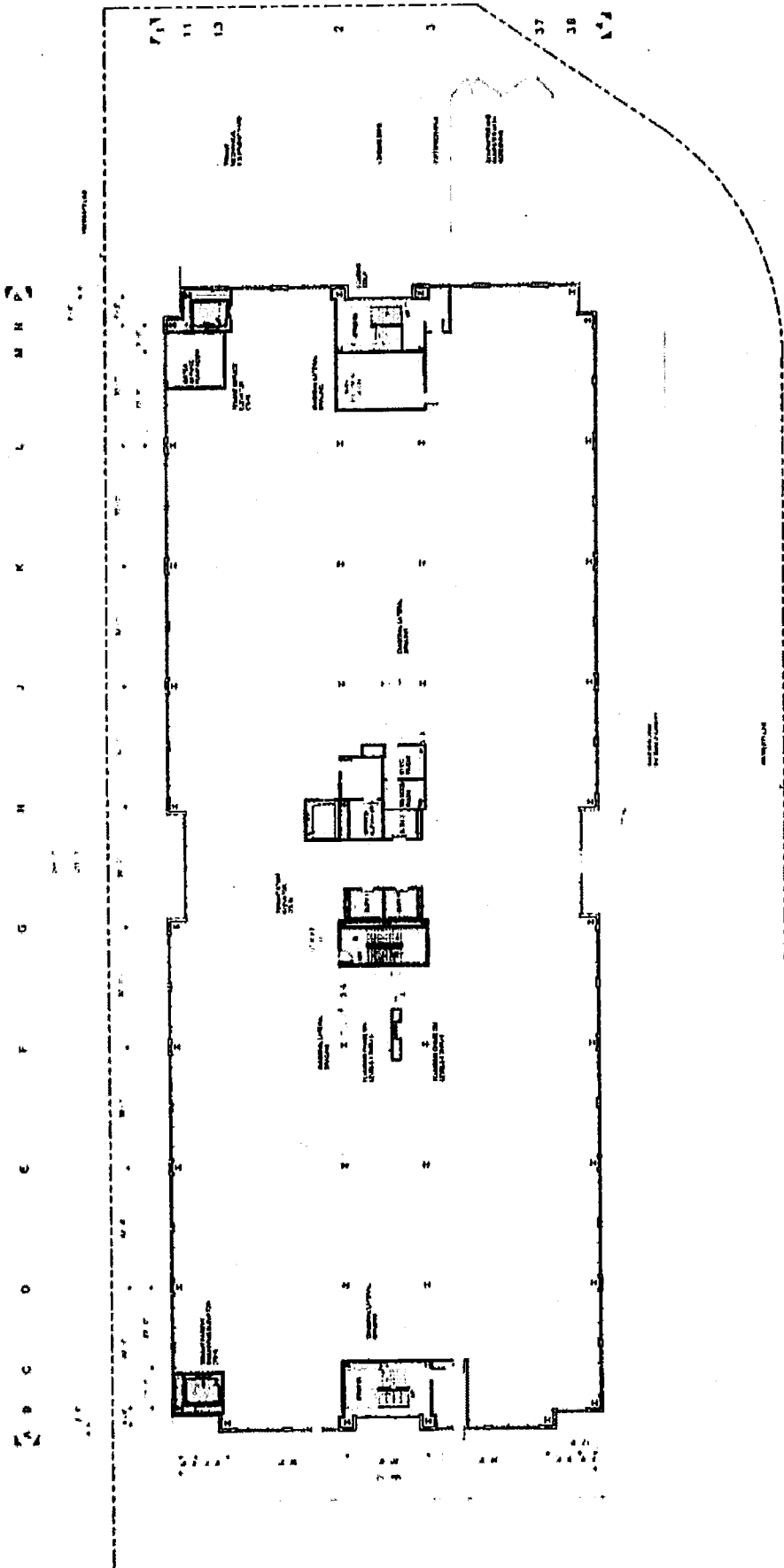


RULE JOY TRANSMISSION, RUBIO
 ARCHITECTURE INTERIOR DESIGN
 3000 Parkway Street, Suite 200, Atlanta, Georgia 30319
 770.441.1972 (phone) / 770.441.1973 (fax)
 www.rjrpa.com

PROJECT NO. 1000000000
 DATE: 01/15/2010

AVION PARK OFFICE BUILDING
 TAMPA, FLORIDA

NOT ISSUED FOR CONSTRUCTION
 BUILDING PLAN - LEVEL 1
 A1-01



COLOR LEGEND

- Vertical Penetrations (Base Building)
- NET Rentable Area
- Vertical Penetrations (Tenant)
Included in NET Rentable Area

BUILDING FLOOR PLAN - LEVEL 1 →

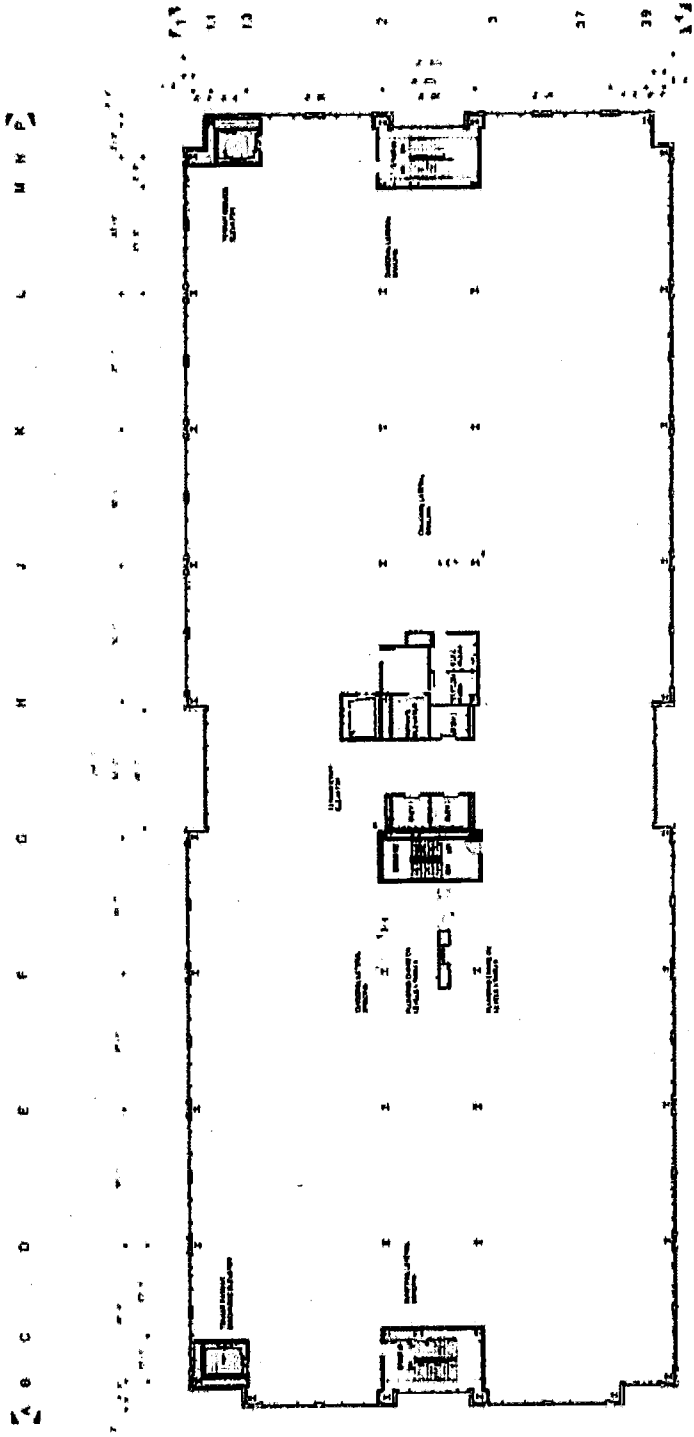


RULE JOY THAMMISIL RUBIO
 ARCHITECTURE DESIGN DESIGN
 27041 147th Ave NE, Suite 200
 Palm Beach Gardens, FL 33418
 561-353-0000

DATE: 11/11/11
 DRAWING NO: A1-02

AVION PARK OFFICE BUILDING
 BUILDING PLAN LEVEL 2
 TAMPA, FLORIDA

NOT ISSUED FOR CONSTRUCTION
 DRAWING NO: A1-02



BUILDING FLOOR PLAN - LEVEL 2 →

COLOR LEGEND

- Vertical Penetrations (Base Building)
- NET Rentable Area
- Vertical Penetrations (Tenant)
- Included in NET Rentable Area

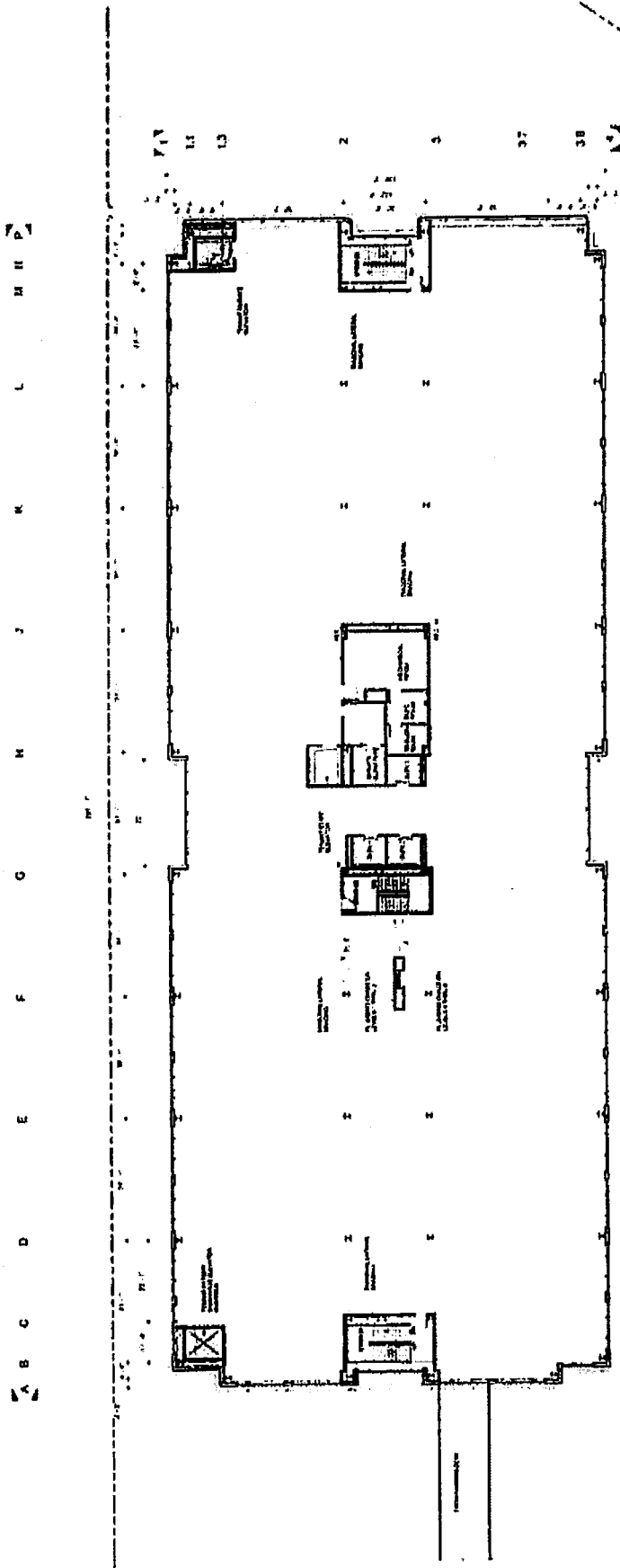


RUBIO JOY TRANKFELL
 ARCHITECTURE INTERIOR DESIGN
 17041 145th Avenue SW, Edina, MN 55425
 763.441.1451
 www.rjr.com

DATE: 01/11/11
 PROJECT: AVION PARK OFFICE BUILDING
 SHEET: 01-03

AVION PARK OFFICE BUILDING
 TAMPA, FLORIDA

NOT ISSUED FOR CONSTRUCTION
 BUILDING PLAN - LEVEL 3
 AT-03



BUILDING FLOOR PLAN - LEVEL 3 →

- COLOR LEGEND**
- Vertical Penetrations (Base Building)
 - NET Rentable Area
 - Vertical Penetrations (Tenant)
Included in NET Rentable Area

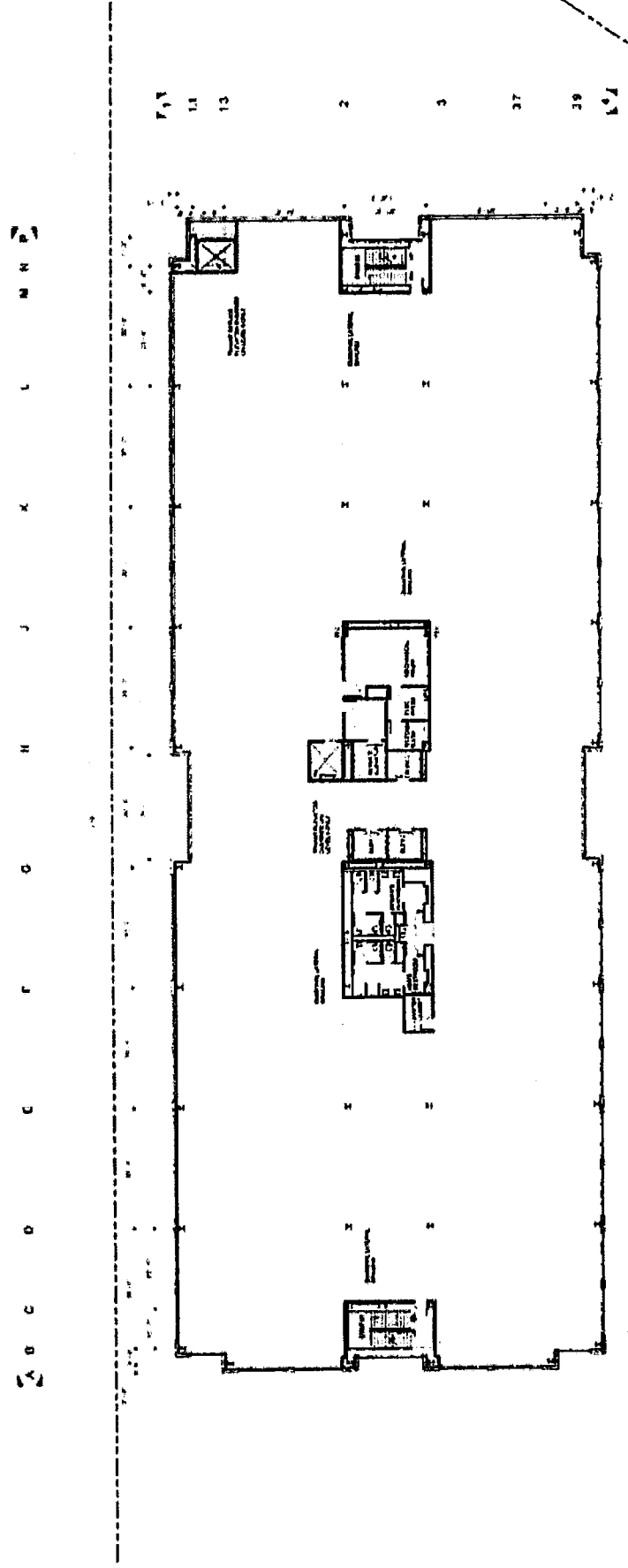


RULE JOY TRAMMELL RUBIO
 ARCHITECTURE INTERIOR DESIGN
 2701 W. WASHINGTON AVENUE, SUITE 200
 TAMPA, FLORIDA 33609
 TEL: (813) 288-1111 FAX: (813) 288-1112

DATE: 08/11/04
 DRAWING NO: 04-01-04

AVION PARK OFFICE BUILDING
 TAMP A, FLORIDA
 BUILDING PLAN - LEVELS 4 AND 5
 NOT USED FOR CONSTRUCTION

DATE: 08/11/04
 DRAWING NO: 04-01-04



BUILDING FLOOR PLAN - LEVEL 4 - 5 →

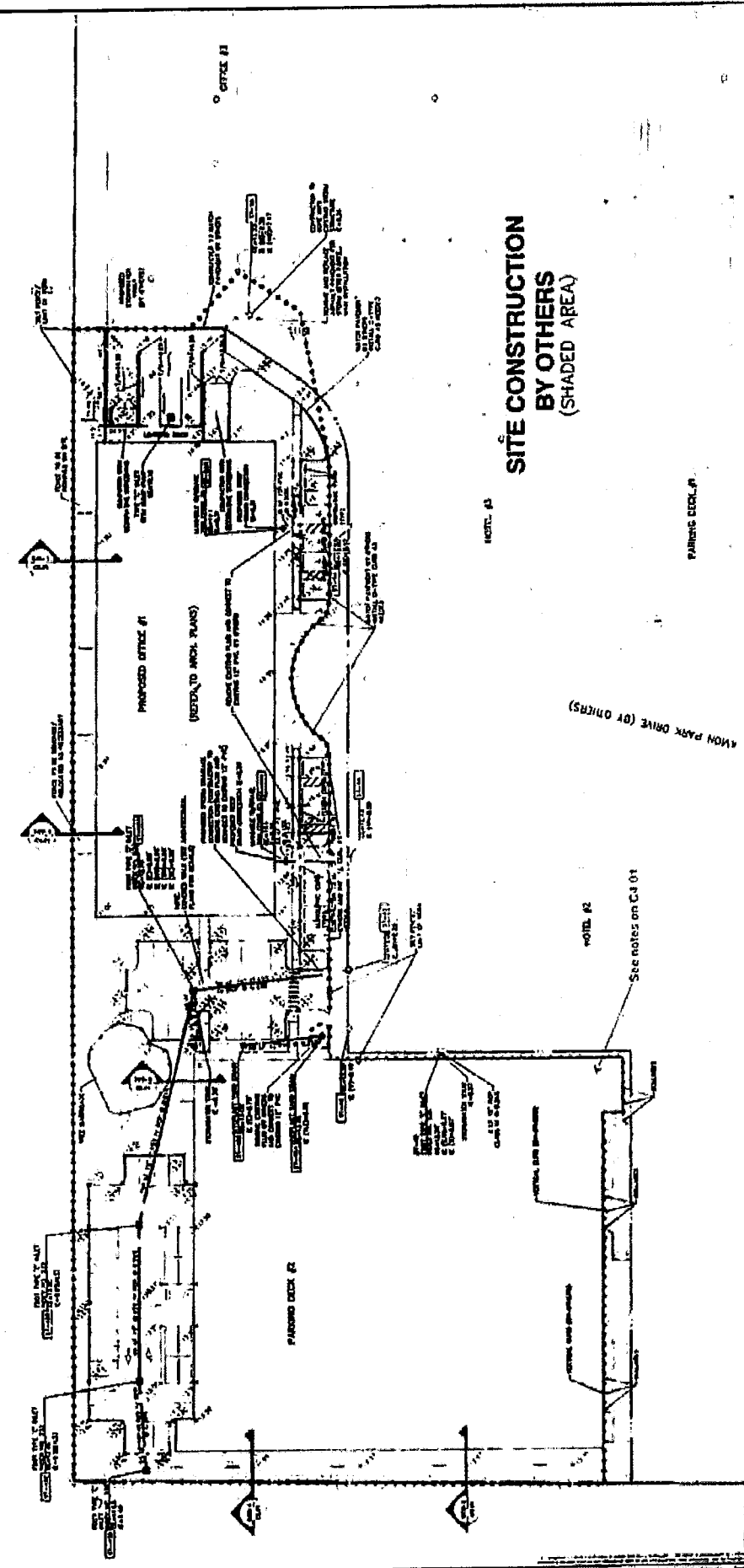
COLOR LEGEND

- Vertical Penetrations (Base Building)
- NET Rentable Area
- Vertical Penetrations (Tenant)
- Included in NET Rentable Area

EXHIBIT A-1
COMPLEX

Exhibit A-1: Complex

- NOTES:**
1. CONTRACTOR TO VERIFY EXISTING CONDITIONS TO BE SHOWN ON THIS PLAN.
 2. CONTRACTOR TO VERIFY ALL UTILITIES (ELECTRIC, GAS, WATER, SEWER, TELEPHONE, CABLE, ETC.) PRIOR TO CONSTRUCTION TO PREVENT ANY DAMAGE TO EXISTING UTILITIES.
 3. CONTRACTOR TO PROVIDE EROSION CONTROL MEASURES TO PREVENT SOIL EROSION.
 4. CONTRACTOR TO PROVIDE EROSION CONTROL MEASURES TO PREVENT SOIL EROSION.



SITE CONSTRUCTION BY OTHERS (SHADED AREA)

<p>4311 Kings Road, Highwood One Kings Road, Suite 100 Palm Beach, FL 33480 Tel: 561-834-4477 Fax: 561-834-4477 www.king-engineering.com Engineering Since 1971</p>	<p>King ENGINEERING ASSOCIATES, INC.</p>	<p>HIGHWOODS AT AVON PARK 409 HIGHWOODS PROPERTIES 3111 W. DR. MARTIN LUTHER KING, JR. BLVD., SUITE 300 TAMPA, FL 33607-6233</p>	<p>PAVING, GRADING AND DRAINAGE PLAN</p>	<p>DATE: 11/11/11 DRAWN BY: J. KING CHECKED BY: J. KING PROJECT NO: 1111111111 SHEET NO: 01 OF 01</p>
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EXHIBIT A-2

TENANT IMPROVEMENT WORK LETTER

This Work Letter sets forth the rights and obligations of Landlord and Tenant with respect to space planning, engineering, final working drawings, and the construction and installation of the Tenant Improvements to be completed before the Commencement Date. Upon completion, the Tenant Improvements shall become part of the Building. This Work Letter contemplates that the performance of the Tenant Improvement work (the "Work") will proceed in four stages in accordance with the following schedule: (i) preparation of space plans for the Premises ("Space Plans"); (ii) final design and engineering and preparation of final construction drawings for the Tenant Improvements; (iii) preparation by Landlord's Contractor of an estimate of the cost of the initial Tenant Improvements; (iv) submission and approval of plans by appropriate governmental authorities and construction and installation of the Tenant Improvements by the Commencement Date.

In consideration of the mutual covenants hereinafter contained, Landlord and Tenant do mutually agree to the following:

1. **Tenant Improvement Allowance.** Landlord agrees to provide the Tenant Improvement Allowance in the amount of \$70.00 per rentable square foot of the Premises (\$12,326,230.00 based on 176,089 rentable square feet). No portion of the Tenant Improvement Allowance may be used for furniture or other personal property, and there shall be no credit against rent or cash available to Tenant for any unused portion of the Tenant Improvement Allowance. Tenant is fully responsible for the payment of all costs in connection with the Tenant Improvements in excess of the Tenant Improvement Allowance. Notwithstanding any provision herein to the contrary, the Tenant Improvement Allowance is only available for Tenant's use for a period of two years after the Commencement Date. Any portion of the Tenant Improvement Allowance not used within the two-year period shall be deemed forfeited by Tenant and shall no longer be available for Tenant's use.

2. **Space Planning, Design and Working Drawings.** Tenant shall engage Tenant's Architect for the design and engineering of the Tenant Improvements, including, without limitation, the preparation of drawings and specifications for the plumbing, mechanical, electrical, HVAC and fire sprinkler systems within the Premises; provided, however, Landlord reserves the right to require Tenant to use Landlord's designated engineers to prepare the MEP plans for the Tenant Improvements. Tenant's Architect will perform its work at Tenant's expense (which expense shall be payable from the Tenant Improvement Allowance including, without limitation, the following): prepare the Space Plans, prepare construction drawings for the Tenant Improvements, including Tenant's partition layout, reflected ceiling grid, telephone and electrical outlets, keying, and finish schedule (the "TI Construction Drawings"), and prepare mechanical and electrical plans where necessary for installation of air conditioning system and duct work, and heating, plumbing, mechanical, fire sprinkler and electrical facilities for the Tenant Improvements (the "Mechanical System Plans" and collectively with the TI Construction Drawings, the "Working Plans"). The Space Plans and the Working Plans (collectively, the "Plans") shall be subject to Landlord's prior written approval as hereinafter provided.

3. **Tenant Plan Delivery Date.**

3.1. Tenant acknowledges that Tenant's Architect is acting on behalf of the Tenant with respect to the preparation of the Plans for the Tenant Improvements, and that Tenant (not Landlord) is responsible for the timely completion of the Plans, subject to Landlord's obligations to timely review and approve same as provided herein. Tenant further acknowledges that Landlord shall be allowed to look to and rely upon Tenant's Authorized Representative for authorization for all decisions on behalf of Tenant related to the construction process including, without limitation, any Changes (as defined below).

3.2. Prior to the Effective Date, Tenant's Architect has prepared and submitted to Landlord and Tenant the Space Plans for floors 1 through 3 of the Building for Landlord's and Tenant's review and approval. The parties hereby agree to diligently review and provide their respective comments to these Space Plans. Upon receipt of Landlord's and Tenant's comments, Tenant shall cause the Space Plans to be revised by Tenant's Architect and resubmitted to Landlord for Landlord's review and approval. Within 10 business days after the date Landlord has received the revised Space Plans required hereunder, Landlord shall give Tenant written notice of

Landlord's approval or disapproval thereof, and in the event of disapproval, such notice shall specify the reasons for disapproval. Thereafter, the parties will work together diligently and in good faith to resolve any outstanding issues related to the Space Plans.

3.3. As specified in the Project Milestone Schedule, on or before October 3, 2014 (as shown in Schedule 3), Tenant shall cause partial working plans noting, among other things floor plans, reflective ceiling plans, room finish schedule, P,M,E & FP layouts, outline specifications, cut sheets for non-building standard items (the "50% Working Plans") to be prepared by Tenant's Architect and submitted to Landlord for Landlord's review and approval. Within 10 business days after Landlord's receipt of the 50% Working Plans or revised 50% Working Plans required hereunder, Landlord shall give Tenant written notice of Landlord's approval or disapproval thereof, and in the event of disapproval, such notice shall specify the reason therefor, whereupon Tenant shall direct Tenant's Architect to prepare revised 50% Working Plans meeting Landlord's objections. If Landlord fails to give Tenant written notice of Landlord's approval or disapproval of the 50% Working Plans and such failure continues for five business days after written notice thereof to Landlord, Landlord shall be deemed to have approved such 50% Working Plans.

3.4. [Intentionally Omitted]

3.5. Subject to Landlord's obligations to timely review and approve the 50% Working Plans, Tenant will deliver to Landlord the final Plans for the Tenant Improvements on or before November 14, 2014 (the "Tenant Plan Delivery Date"), as specified in the Project Milestone Schedule. Time is of the essence in the delivery of the final Plans. It is vital that the final Plans be delivered to Landlord by the Tenant Plan Delivery Date in order to allow Landlord sufficient time to review such Plans, to discuss with Tenant any changes therein which Landlord believes to be necessary or desirable, to enable the Contractor to prepare an estimate of the cost of the Tenant Improvements, to obtain required permits, and to substantially complete the Tenant Improvements within the time frame provided herein.

3.6. If Tenant desires a change in the Plans, or any revised Plans required hereunder, after Landlord has approved same (any such change being a "Change"), Tenant shall give Landlord written notice of the Change, specifying the Change in reasonable detail. Within 10 business days after Landlord has received Tenant's written notice of a Change or any modified Change permitted hereunder, Landlord shall give Tenant written notice of its approval or disapproval thereof, and in the event of disapproval, such notice shall specify the reasons for disapproval. If Landlord fails to give Tenant written notice of Landlord's approval or disapproval of such Change within said 10 business day period, Landlord shall be deemed to have approved such Change. If Landlord disapproves of a Change or any modified Change permitted hereunder, Tenant may modify the Change or such permitted modified Change, as the case may be, and give Landlord written notice thereof. If Landlord fails to give Tenant written notice of Landlord's approval or disapproval of such revised Change within said 10 business day period, Landlord shall be deemed to have approved such revised Change. After Landlord has approved (or been deemed to have approved) a Change or any modified Change permitted hereunder, within 10 business days thereafter, Tenant shall cause the Plans to be revised by Tenant's Architect to reflect the Change or such modified Change. Notwithstanding the foregoing, Tenant shall be deemed to have initiated and Landlord shall be deemed to have approved any Change which may be required to cause the Plans to comply with all applicable laws, regulations, codes and ordinances and/or with the requirements of any building inspector with jurisdiction over the Premises.

3.7. Landlord shall not unreasonably withhold, condition or delay its approval of the Plans or any revised Plans required hereunder, or any Change or modified Change permitted hereunder provided, however, Landlord shall not be deemed to have acted unreasonably if it withholds its consent because, in Landlord's reasonable opinion, any portion of the Plans or any revised Plans required hereunder, or any such Change (i) will adversely affect the structural, mechanical, electrical, plumbing, HVAC, life safety, communications, security or other operating systems of the Building or the safety of its occupants, (ii) will impair Landlord's ability to furnish services to Tenant, (iii) will violate any laws, codes, regulations or provisions of this Lease, (iv) will adversely affect the exterior appearance of the Building, or (v) is prohibited by the provisions of any mortgage or ground lease encumbering the Premises. Any approval or deemed approval of the Plans by Landlord shall not constitute approval of any Tenant Delay and shall not be deemed a waiver of any rights or remedies that may arise as a result of such Tenant Delay. Landlord may condition its approval of the Plans if the Plans require design elements or materials

that will cause Landlord to deliver the Premises to Tenant after the scheduled Premises Delivery Date. The foregoing reasons shall not be exclusive of the reasons for which Landlord may withhold approval, it being understood and agreed that such other reasons may be similar or dissimilar to the foregoing.

3.8. Within 15 business days after the Plans have been revised to reflect a Change which has been approved or deemed approved by Landlord, Landlord shall notify Tenant in writing of Landlord's good faith estimate of the cost of performing the work necessary to incorporate such Change into the Plans and of the number of days of Tenant Delay that may result from performing such work. Landlord shall not cause the Contractor to commence any work necessary to incorporate a Change into the Tenant Improvements until Tenant has approved Landlord's estimate of the cost of such work and the number of days of Tenant Delay that may result from such work.

3.9. Landlord and Tenant shall process all requests for Changes in a timely fashion. Landlord and Tenant acknowledge that the following items may result in Changes:

(a) Municipal or other governmental inspectors require changes to the Premises such as additional exit lights, horns and strobes, or whatever other changes they may require. In such event, Landlord will notify the Tenant of the required Changes, but the cost of such Changes and any delay associated with such Changes shall be the responsibility of the Tenant, except if the need for such changes is the result of the construction or design of the Base Building.

(b) Tenant makes changes to the Plans or requests additional work as part of Landlord's Work. Tenant will be notified of the cost and any delays that would result from the change by a change order signed by Tenant before the changes are implemented.

(c) Materials are not readily available, require quick ship charges, or require substitution.

4. **Work and Materials.** On Tenant's behalf, Landlord shall engage the Contractor to construct and install the Tenant Improvements in accordance with the Plans at Tenant's expense (which expense may be deducted from the Tenant Improvement Allowance). Landlord shall coordinate and facilitate all communications between Tenant and the Contractor. Prior to commencing the Work, Landlord shall submit to Tenant in writing the cost of the Work, which shall include the Contractor's cost for completing the Work (including the Contractor's general conditions, overhead and profit). Tenant shall have five business days to review and approve the cost of the Work. Landlord shall not authorize the Contractor to proceed with the Work until the cost is mutually agreed upon and approved in writing and delivered to Landlord. The Work shall be performed in compliance with all laws, ordinances, codes, regulations and orders applicable at the time Landlord's Work is performed, made using first-class building standard materials.

5. **Premises Delivery Date.**

(a) The Premises Delivery Date shall be the date when the Premises are "Ready for Occupancy" as described in Section 3.e of the Lease and the Landlord delivers possession of the Premises to Tenant.

(b) Notwithstanding the foregoing, if Landlord shall be delayed in delivering possession of the Premises as a result of any act or omission of Tenant, or its agents, employees, or independent contractors including, but not limited to the following (each, a "Tenant Delay"):

(i) Tenant's failure to provide the Space Plans, 50% Working Plans, and/or Working Plans within the time specified herein;

(ii) Tenant's failure to furnish to Landlord the final Plans on or before the Tenant Plan Delivery Date (except to the extent such delay is due to Landlord's failure to timely review and/or approve any initial or revised Plans, including the Space Plans);

(iii) Tenant's failure to timely respond to requests for Changes;

(iv) Any Changes in the Tenant Improvements or the Plans initiated or required by Tenant (notwithstanding Landlord's approval of any such Changes);

(v) Tenant's request for Changes in or modifications to the Plans subsequent to the Tenant Plan Delivery Date if such Change caused a delay and same is disclosed in the Change (notwithstanding Landlord's approval of any such Changes);

(vi) Inability to obtain materials, finishes or installations requested by Tenant that have long lead times to order or install, which are so noted by Landlord on the approved final Plans;

(vii) Failure of Tenant to approve any bids or other costs submitted for Tenant's review;

(viii) The performance of any work by any person, firm or corporation employed or retained by Tenant unless approved in advance in writing by Landlord;

(ix) Any delay in completion caused in whole or in part by Tenant's early access to the Premises described in Section 9 below; or

(x) Any other act or omission by Tenant or its agents, representatives, and/or employees;

then, in any such event, for purposes of determining the Premises Delivery Date, the Premises shall be deemed to have been delivered to Tenant on the date that Landlord reasonably determines that the Tenant Improvements would have been substantially completed and the Premises would have been ready for delivery if such delay or delays had not occurred.

6. **Tenant Improvement Expenses in Excess of the Tenant Improvement Allowance.** Tenant agrees to pay to Landlord, promptly upon being billed therefor, all costs and expenses in excess of the Tenant Improvement Allowance incurred in connection with the Tenant Improvements. If and when the Tenant Improvement Allowance has been exhausted, Landlord will bill Tenant for any excess costs and expenses on a periodic basis (but no more than once per month) as and when Landlord receives a pay application from the Contractor. Landlord will bill Tenant only for the completed portion of the Work for which the Contractor is soliciting payment. Tenant shall pay Landlord the amount due within thirty (30) days after receipt of Landlord's invoice. *[Tenant will not be paying Precise directly since Landlord's GC will sub out the surgery center upfit to Precise. Landlord is responsible for paying the GC, who in turn will pay Precise. This provision only addresses how Tenant will reimburse Landlord for any tenant improvement costs in excess of the Allowance.]*

7. **Repairs and Corrections.** The Contractor will provide a one-year warranty from the Premises Delivery Date, transferable to Tenant, for defective workmanship and materials. All manufacturers' and builders' warranties with respect to the Work shall be issued to or transferred to Tenant, without recourse to the Landlord. Tenant shall repair or correct any defective work or materials installed by Tenant or any contractor other than the Contractor selected by Landlord, or any work or materials that prove defective as a result of any act or omission of Tenant or any of its employees, agents, invitees, licensees, subtenants, customers, clients, or guests.

8. **Inspection of Premises; Possession by Tenant.** Prior to delivery of possession of the Premises to Tenant, Tenant and Landlord (or their representatives) shall inspect the Premises and shall jointly develop a list of any defects or incomplete portions of the Work ("Punchlist"). Landlord shall cause the Contractor to complete and/or correct all Punchlist items promptly after the Punchlist is delivered to Landlord and Landlord shall give Tenant written notice when all Punchlist items are completed and/or corrected. Landlord shall cause the Contractor to coordinate its entry into the Premises for such purpose with Tenant and to complete and/or correct the Punchlist items in a manner that minimizes interference with Tenant's normal conduct of Tenant's regular business in the Premises. Tenant's possession of the Premises constitutes acknowledgment by Tenant that the Premises are in good condition and that all work and materials provided by Landlord are satisfactory as of such date of occupancy, except as to (i) any defects or incomplete work set forth in the Punchlist, (ii) latent defects, (iii) any defects covered by Landlord's warranty set forth in Section 7 of this Work Letter, and (iv) any equipment that is used seasonally if

Tenant takes possession of the Premises during a season when such equipment is not in use. Such acknowledgment shall not affect Landlord's maintenance and repair obligations under the Lease.

9. **Access During Construction.** During construction of the Tenant Improvements and with prior approval of Landlord, Tenant shall be permitted reasonable access to the Premises for the purposes of taking measurements, making plans and doing such other work as may be appropriate or desirable to enable Tenant to assume possession of and operate in the Premises; provided, however, that such access does not interfere with or delay the Work and does not include moving furniture or similar items into the Premises. Prior to any such entry, Tenant shall comply with all insurance provisions of the Lease. All waiver and indemnity provisions of the Lease shall apply upon Tenant's entry of the Premises.

10. **Notice to Landlord.** For purposes of delivery of notice or any materials to Landlord under this Work Letter, notice shall be delivered in the manner provided in the Lease, but an additional copy shall be delivered to Highwoods Realty Limited Partnership, c/o Highwoods Properties, Inc., 6410 Poplar Avenue, Suite 140, Memphis, Tennessee 38119, Attn: Matt Marzolf.

EXHIBIT B
RULES AND REGULATIONS

1. **Access to Building.** Landlord, in coordination with Tenant, may from time to time establish reasonable security controls for the purpose of regulating access to the Building.
2. **Protecting Premises.** Tenant shall be solely responsible for closing and securely locking all doors or other means of entry to the Premises.
3. **Large Articles.** Furniture, freight and other large or heavy articles may be brought into the Building only in the manner reasonably designated by Landlord (if Landlord designates such a manner) and always at Tenant's sole responsibility. All damage done to the Building, its furnishings, fixtures or equipment by moving or maintaining such furniture, freight or articles shall be repaired at Tenant's expense.
4. **Signs.** Except as expressly permitted otherwise in the Lease, Tenant shall not paint, display, inscribe, maintain or affix any sign, placard, picture, advertisement, name, notice, lettering or direction on any part of the outside of the Building without the written consent of Landlord, and then only such name or names or matter and in such color, size, style, character and material as shall be first approved by Landlord in writing. Landlord, without notice to Tenant, reserves the right to remove, at Tenant's expense, all matters other than that provided for above.
5. **Compliance with Laws.** Tenant shall comply with all applicable laws, ordinances, governmental orders or regulations and applicable orders or directions from any public office or body having jurisdiction, whether now existing or hereinafter enacted with respect to the Premises and the use or occupancy thereof. Tenant shall not make or permit any use of the Premises which directly or indirectly is forbidden by law, ordinance, governmental regulations or order or direction of applicable public authority, which may be dangerous to persons or property or which may constitute a nuisance to other tenants.
6. **Defacing Premises and Overloading.** Tenant shall not place or permit to be placed any article of any kind on the exterior walls; blinds, shades, awnings or other forms of inside or outside window ventilators or similar devices shall not be placed in or about the outside windows in the Premises except to the extent that the character, shape, color, material and make thereof is approved by Landlord. Except as otherwise permitted under the Lease, Tenant shall not do any painting or decorating in the Premises or install any floor coverings in the Premises or make, paint, cut or drill into, or in any way deface any part of the Premises or Building without in each instance obtaining the prior written consent of Landlord. Tenant shall not overload any floor or part thereof in the Premises, or any facility in the Building or any public corridors or elevators therein by bringing in or removing any large or heavy articles and Landlord may direct and control the location of safes, files, and all other heavy articles and, if considered necessary by Landlord may require Tenant at its expense to supply whatever supplementary supports necessary to properly distribute the weight.
7. **Additional Locks.** Except as otherwise approved by Landlord, Tenant shall not attach, or permit to be attached, additional locks or similar devices to any door or window, change existing locks or the mechanism thereof, or make or permit to be made any keys for any door other than those provided by Landlord. Upon termination of this Lease or of Tenant's possession, Tenant shall immediately surrender all keys to the Premises.
8. **Communications or Utility Connections.** If Tenant desires signal, alarm or other utility or similar service connections installed or changed, then Tenant shall not install or change the same without the approval of Landlord, which approval shall not be unreasonably withheld, and then only under direction of Landlord and at Tenant's expense. Tenant shall not install in the Premises any equipment which requires a greater than normal amount of electrical current for the permitted use without the advance written consent of Landlord, which consent shall not be unreasonably withheld. Tenant shall ascertain from Landlord the maximum amount of load or demand for or use of electrical current which can safely be permitted in the Premises, taking into account the capacity of the electric wiring in the Building and the Premises, and Tenant shall not in any event connect a greater load than that which is safe.

9. **Office of the Building.** Service requirements of Tenant will be attended to only upon application at the office of Highwoods Properties, Inc. Employees of Landlord shall not perform, and Tenant shall not engage them to do any work outside of their duties unless specifically authorized by Landlord.
10. **Restrooms.** The restrooms, toilets, urinals, vanities and the other apparatus shall not be used for any purpose other than that for which they were constructed. The expense of any breakage, stoppage or damage resulting from the violation of this rule by Tenant or its employees, agents, contractors or representatives shall be borne by the Tenant.
11. **Intoxication.** Landlord reserves the right to exclude or expel from the Building any person who, in the reasonable judgment of Landlord, is intoxicated, or under the influence of liquor or illegal drugs, or otherwise prevents a material threat to the peaceful and safe use and enjoyment of the Building by Tenant and/or any invitees, contractors, vendors or visitors present in or about the Building.
12. **Nuisances and Certain Other Prohibited Uses.** Tenant shall not (a) install or operate any internal combustion engine, boiler, machinery, refrigerating, heating or air conditioning apparatus in or about the Premises; (b) engage in any mechanical business, or in any service in or about the Premises or Building, except those ordinarily embraced within the Permitted Use as specified in Section 4 of the Lease or as otherwise expressly approved in writing by Landlord; (c) use the Premises for housing, lodging, or sleeping purposes other than as may be normally contemplated within the scope of Tenant's Permitted Use; (d) cook food in the Premises (heating coffee and individual meals and snacks by use of ordinary coffee machines, microwave ovens and toaster ovens excepted); (e) place any radio or television antennae on the roof or on or in any part of the inside or outside of the Building other than the inside of the Premises, except as approved by Landlord, which approval shall not be unreasonably withheld, or place a musical or sound producing instrument or device outside the Premises; (f) use any power source for the operation of any equipment or device other than dry cell batteries or electricity; (g) operate any electrical device from which may emanate waves that could interfere with or impair radio or television broadcasting or reception from or in the Building or elsewhere, except as approved by Landlord, which approval shall not be unreasonably withheld; (h) bring or permit to be in the Building any animal (except for service animals in the company of a disabled person); (i) make or permit any objectionable noise or odor to emanate outside of the Building; (j) do anything in or about the Premises which could be a nuisance or tend to injure the reputation of the Building; (k) allow any firearms in the Building or the Premises except as approved by Landlord in writing, provided that Tenant shall not be required to screen anyone entering the Building.
13. **Building Security.** Problems in Building and suite security should be directed to Landlord through Tenant Services.
14. **Parking.** Parking is in designated parking areas only. There shall be no vehicles in "no parking" zones or at curbs. Handicapped spaces are for handicapped persons only and the Police Department will ticket unauthorized (unidentified) cars in handicapped spaces. Landlord reserves the right to remove vehicles that do not comply with the Lease or these Rules and Regulations and Tenant shall indemnify and hold harmless Landlord from its reasonable exercise of these rights with respect to the vehicles of Tenant and its employees, agents and invitees.
15. **Janitorial Service.** The janitorial staff will remove all trash from trashcans. Any container or boxes left in hallways or apparently discarded unless clearly and conspicuously labeled **DO NOT REMOVE** may be removed without liability to Tenant. Any large volume of trash resulting from delivery of furniture, equipment, etc., should be removed by the delivery company, Tenant, or Landlord at Tenant's expense. Janitorial service will be provided after hours five (5) days a week. All requests for trash removal other than normal janitorial services should be directed to Landlord through Tenant Services.
16. **No Smoking.** Smoking of any kind or type, including without limitation, cigarettes, cigars, pipes, other tobacco products, or illegal substances is prohibited in the Building, including, but not limited to, tenant spaces, Common Areas such as restrooms, elevators, stairwells, hallways, lobbies, public, health or fitness centers, mail rooms, vending rooms, loading docks, mechanical and electrical rooms, roofs, and/or other areas specifically posted by Landlord. Landlord may from time to time designate certain "Smoking Areas" outside the Building,

and smoking on the Property shall be limited to such areas. Additionally, Tenant and its employees shall deposit all cigarette and cigar butts in the ash urns provided by Landlord at certain locations outside the Building.

17. **Revisions to Rules.** Tenant may, with Landlord's prior written approval, which shall not be unreasonably withheld, revise the Rules and Regulations as reasonably required to optimize Tenant's business operations, provided the revised rules do not negatively impact the value of the Premises and otherwise do not conflict with the terms and conditions governing Tenant's occupancy and use of the Premises set forth in the Lease.

EXHIBIT C

COMMENCEMENT AGREEMENT AND LEASE AMENDMENT NUMBER ONE

This COMMENCEMENT AGREEMENT AND LEASE AMENDMENT NUMBER ONE (the "First Amendment"), made and entered into as of this _____ day of _____, 20____, by and between HIGHWOODS REALTY LIMITED PARTNERSHIP, a North Carolina Limited Partnership, with its principal office at 3100 Smoketree Court, Suite 600, Raleigh, North Carolina 27604 ("Landlord") and _____, a _____ Corporation, with its principal office at _____ ("Tenant");

WITNESSETH:

WHEREAS, Tenant and Landlord entered into that certain Lease Agreement dated _____ (the "Lease"), for space designated as Suite _____, comprising approximately _____ rentable square feet, in the _____ Building, located at _____, City of _____, County of _____, State of Florida; and

WHEREAS, the parties desire to confirm the Commencement Date and Expiration Date and to amend the Rent Schedule and further alter and modify said Lease in the manner set forth below.

NOW THEREFORE, in consideration of the mutual and reciprocal promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree to amend the Lease as follows:

- 1. Lease Term. The Commencement Date of the Term actually occurred on _____. As a result, the Expiration Date of the Term shall be _____. Sections 1.b of the Lease, entitled "Term", and all other references to the Commencement Date and Expiration Date in the Lease, are hereby amended accordingly.
2. Base Rent. Section 1.e of the Lease, entitled "Base Rent", shall be amended as follows:
A. Base Rent. The cumulative Base Rent for the Term shall be \$ _____, instead of \$ _____.
B. Rent Schedule. The rent schedule provided in Section 1.e shall be replaced in its entirety with the following rent schedule:

Table with 4 columns: MONTHS, RATE PSF, MONTHLY RENT, CUMULATIVE RENT. Includes a row for BASE RENT: \$

- 3. Miscellaneous. Unless otherwise defined herein, all capitalized terms used in this First Amendment shall have the same definitions ascribed to them in the Lease.
4. Lease Effectiveness. Except as modified and amended by this First Amendment, the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Agreement to be duly executed, as of the day and year first above written.

WITNESSES:

Print Name

Print Name

WITNESSES:

Print Name

Print Name

LANDLORD:

HIGHWOODS REALTY LIMITED PARTNERSHIP
a North Carolina limited partnership

By: Highwoods Properties, Inc., a Maryland
Corporation, its sole general partner

By: _____
Daniel E. Woodward
Title: Vice President

Date: _____

TENANT:

DO NOT SIGN – EXHIBIT COPY ONLY
Signature Line

By: _____
Print Name

Title: _____

Date: _____

EXHIBIT D

GUARANTY

{SEE FOLLOWING PAGE}

GUARANTY OF LEASE

This Guaranty is made as of the 11th day of August, 2014, by LSI HOLDCO LLC, a Delaware limited liability company, whose address is 3031 N. Rocky Point Drive West, Suite 300, Tampa, Florida 33607 ("Guarantor"), in favor of HIGHWOODS REALTY LIMITED PARTNERSHIP ("Landlord"), whose address is 3100 Smoketree Court, Suite 600, Raleigh, North Carolina 27604 (the "Guaranty").

1. *Lease.* The "Lease" shall mean that certain Medical Office Lease dated August 12, 2014, by and between Landlord and LSI Management Company, LLC ("Tenant") for the property located at 5332 Avion Park Drive, Tampa, Florida 33607, and all extensions, renewals, amendments, supplements or modifications thereto.
2. *Purpose and Consideration.* The execution and delivery of this Guaranty by Guarantor is a condition to Landlord's entering into the Lease with Tenant and is made to induce Landlord to enter into the Lease. Guarantor is a stockholder, partner, member, manager, officer or director of Tenant.
3. *Guaranty.* Guarantor hereby absolutely, unconditionally and irrevocably, guarantees the compliance with and performance by Tenant of each of the provisions, covenants, agreements and conditions applicable to Tenant contained in the Lease and guarantees the full and prompt payment by Tenant of the Base Rent, Additional Rent and other amount payable by Tenant under the Lease, as and when the same become due, whether by acceleration or otherwise. This is a Guaranty of payment and not of collection.
4. *Guaranty as Independent.* The obligations of Guarantor hereunder are independent of the obligations of Tenant, and Guarantor expressly agrees that a separate action or actions may be brought and prosecuted against Guarantor whether or not any action is brought against Tenant and whether or not Tenant is joined in any action against Guarantor and that Landlord may pursue any rights or remedies it has under the Lease and under this Guaranty in any order or simultaneously or in any other manner.
5. *Authorizations to Landlord.* Guarantor authorizes Landlord, without notice or demand and without affecting Guarantor's liability hereunder, from time to time to (i) change, amend, modify or alter any of the terms, covenants, agreements, or conditions contained in the Lease; (ii) extend or renew the Lease; (iii) change, renew, compromise, extend, accelerate or otherwise change the time for payment of any amounts payable under the Lease; (iv) consent to any assignment, sublease, pledge or transfer of the Lease by Tenant or of Tenant's interest in the Premises; (v) release Tenant and substitute any one or more parties as Tenants or sublessees under the Lease; (vi) waive or fail to take action with respect to any default by Tenant under the Lease; and (vii) waive or fail to take action with respect to any remedy under the Lease.
6. *Application of Payments Received by Landlord.* Any sums of money that Landlord receives from or on behalf of Tenant may be applied by Landlord to reduce any indebtedness of Tenant to Landlord as Landlord, in its sole discretion, deems appropriate.
7. *Waiver by Guarantor.* Guarantor hereby waives (i) any right to require Landlord to proceed against, give notice to or make demand upon Tenant; (ii) any right to require Landlord to pursue any remedy of Landlord; (iii) any right to participate in or to direct the application of any security held by Landlord; (iv) any defense arising out of any disability or other defense of Tenant, including cessation, impairment, modification, or limitation, from any cause, of liability of Tenant or of any remedy for the enforcement of such liability.
8. *Subordination by Guarantors.* Guarantor hereby agrees that any indebtedness of Tenant to Guarantor, whether now existing or hereafter created, shall be subordinated to any indebtedness of Tenant to Landlord.
9. *Notices and Demands.* All notices and demands under this Guaranty shall be in writing and shall be deemed properly given and received when actually given and received three (3) business days after mailing, (i) if sent by registered or certified United States mail, postage prepaid, return receipt requested, addressed to the party to receive the notice or demand at the address set forth for such party in the first paragraph of this Guaranty or at such other address as either party may notify the other in writing or (ii) delivered to a nationally recognized overnight courier service for next business day delivery, to its addressee at such party's address as set forth above. A copy of any notices given by Guarantor to Landlord shall be sent, to Highwoods Properties, Inc., 3100 Smoketree Court, Suite 600, Raleigh, North Carolina 27604.
10. *Payment of Costs of Enforcement.* In the event any action or proceeding is brought to enforce this Guaranty and if Landlord is held entitled to recovery against Guarantor, Guarantor agrees to pay all costs and expenses of Landlord in connection with such action or proceeding, including reasonable attorneys' fees.

11. *Binding Effect.* This Guaranty shall be binding upon Guarantor and its heirs, personal representatives, successors and assigns and shall inure to the benefit of Landlord and its successors and assigns.

12. *Severability.* If any provision of this Guaranty shall be held invalid or unenforceable, the remainder of this Guaranty shall not be affected thereby and there shall be deemed substituted for the affected provision, a valid and enforceable provision as similar as possible to the affected provision.

13. *Governing Law.* This Guaranty shall be interpreted under and enforced according to the laws of the State in which the Premises are located.

14. *Captions for Convenience.* The headings and captions hereof are for convenience only and shall be not considered in interpreting the provisions hereof.

15. Unless otherwise defined herein, all capitalized terms shall have the same meaning as set forth in the Lease.

IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be executed under seal the day and year first above written.

WITNESSES:

Kara Grammen
KARA GRAMMEN
Print Name

Kim A. Maurer
Kim A. Maurer
Print Name

LSI HOLDCO LLC, a Delaware limited liability company

William E. Horne
Signature Line

By: William E. Horne
Print Name

Title: CEO

Date: 8/11/14