

SUBLEASE
FOR
THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES, AS LANDLORD
AND
_____, AS TENANT

INDEX

(a) SUBLEASE

- A. Incorporation of Prime Lease
- B. Premises
- C. Common Areas
- D. Term
- E. Base Rent
- F. Use
- G. Construction
- H. Security Deposit
- I. Guaranty of Sublease
- J. Parking
- K. Signage

(b) SCHEDULES

- A. The Land
- B. The Building
- C. The Prime Lease
- D. General Provisions
 - 1. Late Payment Charge
 - 2. Services
 - 3. Maintenance and Repairs
 - 4. Utilities; Janitorial Services
 - 5. Insurance
 - 6. Parking; Fees, Adjustments, Relocation, Allocation
 - 7. Compliance with Law; Rules and Regulations
 - 8. Lawful Use; Nuisance
 - 9. Rights Reserved to Landlord
 - 10. Leasehold Improvements
 - 11. Damage or Destruction by Casualty
 - 12. Condemnation
 - 13. Lien for Rent
 - 14. Events of Default
 - 15. Landlord's Remedies
 - 16. Surrender; Holding Over
 - 17. Subordination; Attornment
 - 18. Transfer; Estoppel Certificate; Financial Statement
 - 19. Assignment or Sub-sublease by Tenant
 - 20. Peaceful Enjoyment
 - 21. Limitation of Landlord's Personal Liability
 - 22. Waiver of Certain Claims; Indemnity by Tenant
 - 23. Landlord's Right of Entry
 - 24. Notices
 - 25. Miscellaneous
- E. Building Rules and Regulations
- F. Exclusive Uses
- G. Work Letter
- H. Guaranty of Sublease
- I. Parking Schedule
- J. Signage Schedule

SUBLEASE
FOR
THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES, AS LANDLORD
AND
_____, AS TENANT

THIS SUBLEASE is made and entered into as of the ____ day of _____, 20____, by and between THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES, a public body corporate (hereinafter referred to as “Landlord”), and _____, a _____ (hereinafter referred to as “Tenant”).

W I T N E S S E T H:

WHEREAS, by virtue of that certain Lease Agreement between State of Florida Board of Trustees of the Internal Improvement Trust Fund (“Prime Landlord”), as lessor, and Florida Board of Regents (the then-governing body for the State University System of Florida, and the predecessor-in-interest to the Landlord with respect to the Prime Lease, as defined herein), as lessee, dated February 18, 1974, (as the same has been or may be further amended from time to time, the “Prime Lease”), Landlord is the owner of a leasehold estate in and to that certain parcel of real property more particularly described in Schedule “A”, attached hereto and made a part hereof (hereinafter referred to as the “Land”), upon which Landlord has constructed the building more particularly identified on Schedule “B”, attached hereto and made a part hereof (hereinafter referred to as the “Building”); and

WHEREAS, a true and correct copy of the Prime Lease is attached hereto as Schedule “C” and made a part hereof; and

WHEREAS, Landlord and Tenant have agreed that Landlord shall lease to Tenant a portion of the Building consisting of approximately _____ square feet of area also known as Suite _____, on the _____ floor of the Building (hereinafter referred to as the “Premises”), upon the terms and conditions contained hereinbelow.

NOW THEREFORE, in consideration of the obligation of Tenant to pay rent as provided hereinbelow, and the terms, provisions and covenants hereinafter set forth, the parties hereto agree as follows:

A. Incorporation of Prime Lease. To the extent not inconsistent with the agreements expressed in this Sublease or applicable only to the parties to the Prime Lease, the terms, provisions, covenants, and conditions of the Prime Lease are hereby incorporated herein by reference. This Sublease, and the subleasehold estate established hereby in favor of Tenant, shall be subject and subordinate at all times in all respects to all of the covenants, agreements, terms, provisions and conditions of the Prime Lease and the leasehold estate established thereby in favor of Landlord. Each party hereto agrees to perform and comply with the terms, provisions,

covenants, and conditions of the Prime Lease, and not to do or suffer or permit anything to be done which would result in a default under the Prime Lease.

B. Premises. Landlord subleases to Tenant, and Tenant subleases from Landlord, the Premises in accordance with the terms and provisions set forth hereinbelow and the General Provisions set forth in Schedule "D", attached hereto and made a part hereof.

C. Common Areas. In addition to the Premises, Tenant shall have the non-exclusive right to access and use, together with Landlord and other tenants of space in the Building and their employees and visitors, the Designated Parking Areas (as hereinafter defined), sidewalks, elevators, lobbies, public restrooms, atria, corridors, halls and other similar common areas of the Building and Land (hereinafter, the "Common Areas"), all subject to the terms of this Sublease and such reasonable rules and regulations as from time to time may be imposed by Landlord. The Common Areas shall be at all times be subject to the exclusive control and management of Landlord and may be altered by Landlord at Landlord's sole and absolute discretion.

D. Term. The term of this Sublease shall commence upon the Commencement Date (as defined below) and shall expire _____ (____) years after the Commencement Date, unless sooner terminated as provided herein (hereinafter referred to as the "Term"). The term "Commencement Date" as used in this Sublease means _____.

E. Base Rent. Subject to periodic adjustment as provided hereinbelow, Tenant hereby agrees to pay to Landlord, without notice or demand, at the address for Landlord designated hereinbelow where Landlord is to receive notices, or such other address as may be designated by Landlord from time to time, annual base rent in the amount of _____ DOLLARS (\$_____) per year (hereinafter referred to as "Base Rent") (said Base Rent to be initially determined based on \$_____ per square foot), plus Florida sales tax thereon, payable in equal, consecutive, monthly installments of _____ DOLLARS (\$_____) (hereinafter called the "Monthly Base Rent"), plus applicable Florida sales tax thereon. Said payments of Base Rent, as may be adjusted from time to time pursuant to the terms hereof, shall be payable in advance, commencing on the Commencement Date and continuing on the first day of each successive calendar month thereafter throughout the term hereof. If the Term of this Sublease begins on any day other than the first day of the calendar month, then the monthly installment of Base Rent shall be prorated for the first and last months of the Term. Concurrently with the execution hereof, Tenant has paid to Landlord one (1) monthly installment of Base Rent (which shall be credited against the first full monthly installment of Base Rent due hereunder).

As used herein, the term "Rent" shall mean and refer to Base Rent, additional rent and any other sums or charges due hereunder by Tenant to Landlord. All payments of Rent shall be made without any deduction or offset for any reason whatsoever and shall be received by Landlord on or before the dates when due and shall include all applicable sales, use or other similar taxes imposed or assessed on Rent.

On the first (1st) anniversary of the Commencement Date and on the same day of every succeeding year thereafter during the Term of this Sublease (with each such year being hereinafter

referred to as a "Sublease Year"), the Base Rent shall be adjusted upwardly in accordance with the provisions hereinbelow. The adjusted Base Rent for the applicable Sublease Year shall be determined by multiplying the Base Rent for the immediately preceding Sublease Year by one hundred _____ percent (_____%).

It is understood and agreed that the failure of Landlord to notify Tenant of the amount of any increase in Base Rent (or to collect any increase in Base Rent) shall not serve to waive the right of the Landlord to subsequently make demand for, and to receive, such increases in Base Rent. In the event of any delay in the computation of such adjustment or the communication of such adjustment by Landlord to Tenant, then Tenant shall continue to pay monthly installments of Base Rent, in accordance with the provisions of this paragraph E, at the rate applicable for the preceding Sublease Year. Upon computation of such adjustment and communication of such adjustment by Landlord to Tenant, then Tenant shall pay, with the monthly installment of Base Rent next due following communication of such adjustment, the difference, if any, between the monthly installment of Base Rent for the preceding Sublease Year and the monthly installment of Base Rent, as adjusted for the then current Sublease Year, multiplied by the number of months, if any, elapsed during the then current Sublease Year prior to such communication. In no event shall Landlord's delay in computation of such adjustment or the communication thereof to Tenant relieve Tenant of Tenant's obligation to pay monthly installments of Base Rent each month during the Term hereof.

F. Use. Landlord covenants and warrants to Tenant that during the Term of the Sublease and any renewal or extension thereof, the Premises may be legally used for the following purpose and no other without the prior written consent of Landlord: _____

_____. Tenant's use and enjoyment of the Premises shall be subject to the rules and regulations of the Building adopted and amended by Landlord from time to time (hereinafter called the "Rules and Regulations"). The initial Rules and Regulations are attached hereto as Schedule "E" and made a part hereof. Tenant covenants and agrees to comply with all exclusive use rights which may be contained in leases or agreements entered into between Landlord and other tenants in the Building as set forth on Schedule "F" attached hereto. Tenant agrees that in view of the irreparable harm which may be created, Landlord may enforce this provision by injunction issued ex parte in accordance with applicable law. If any conflict shall develop between Tenant and any other tenant of the Building regarding any provisions in this Sublease or in leases to other tenants in the Building, Landlord shall be the sole arbitrator of such conflict. Landlord's decision shall be binding on Tenant, and Landlord shall incur no liability to Tenant as a result of any such determination made by Landlord hereunder. If Landlord permits a deviation from any provision of this Sublease, the permission, to be effective, must be in writing and Landlord in its sole discretion may withhold or revoke such permission. The Premises shall not be used for any use or purpose inconsistent with the public purpose covenant of the Prime Lease, as such covenant may be reasonably interpreted by Landlord or Prime Landlord from time to time.

G. Construction. Any and all construction work to be performed upon the Premises and the Building and the designation of the party financially and otherwise responsible for such work or portions thereof shall be described in the work letter (hereinafter referred to as the "Work Letter") attached hereto as Schedule "G" and made a part hereof.

H. Security Deposit. Prior to the execution of this Sublease, Tenant has deposited with Landlord the sum of _____ DOLLARS (\$_____) (hereinafter referred to as the "Security Deposit"), the receipt of which is hereby acknowledged by Landlord as security for the full and faithful performance by Tenant of all of the terms, covenants and conditions of this Sublease upon Tenant's part to be performed. Landlord shall have the right, but not the obligation, to apply any part of the Security Deposit to cure any default of Tenant, and if Landlord does so, Tenant shall, upon demand, deposit with Landlord the amount so applied so that Landlord shall have the full Security Deposit on deposit at all times during the Term of this Sublease. Tenant's failure to pay to Landlord a sufficient amount to restore the Security Deposit to its original amount within five (5) days after receipt of demand therefor shall constitute a default under this Sublease. No interest shall be paid by Landlord to Tenant on the Security Deposit and nothing herein contained shall create a fiduciary relationship between Tenant and Landlord with respect to the Security Deposit.

I. The Security Deposit shall not constitute a limitation on Landlord's damages in the Event of Default hereunder by Tenant or on any other rights provided to Landlord under this Sublease, nor shall the Security Deposit constitute, or be deemed to constitute, liquidated damages, or an advance payment of Base Rent. If Tenant has timely paid all installments of Rent due hereunder and has timely, fully and faithfully performed all of Tenant's other obligations under this Sublease, then Landlord shall return the Security Deposit to Tenant within thirty (30) days after the end of the Term; however, if Landlord has evidence that the Security Deposit has been assigned to an approved assignee of this Sublease, then Landlord shall return the Security Deposit to such assignee. Notwithstanding anything contained herein to the contrary, Landlord shall not be required to keep the Security Deposit separate from Landlord's general funds.

J. Guaranty of Sublease. Contemporaneously with the execution of this Sublease by Tenant, _____ (hereinafter referred to as the "Guarantor") shall execute and deliver to Landlord a Guaranty of Sublease, in form and content identical to the Guaranty of Sublease attached hereto as Schedule "H" and made a part hereof, guaranteeing to Landlord the full and timely payment of all installments of Rent and other sums or charges due to Landlord and the full and timely performance of all terms, conditions, provisions and covenants of this Sublease.

K. Parking. Staff members assigned to work at the Premises are permitted to purchase the appropriate parking decals from the Landlord. These decals allow the staff to park in available spaces in parking lots. The cost of parking decals will be the cost charged by the University of Florida Department of Parking and Transportation Services.

L. Signage. Tenant shall not place any sign or other thing of any kind outside the Premises or the Building (including without limitation, exterior walls and roof), without the express, prior written consent of Landlord. Landlord expressly consents to the type and location of the signage related to Tenant and its business that is identified on the attached Schedule "J" ("Tenant's Signage"), which shall be installed and erected as a part of Tenant's Work in accordance with the provisions and standards set forth in this Sublease. All signage shall comply with all applicable zoning requirements and governmental ordinances. As a part of Landlord's renovation, repair, maintenance, or similar efforts, Landlord may from time to time remove Tenant's Signage after not less than ten (10) days prior written notice to Tenant; provided Landlord, at its sole cost

and expense, shall undertake commercially reasonable efforts to ensure that such signage is replaced as soon as practically possible in a manner that is substantially similar to that of Tenant's original installation. Tenant's signage shall be removed at Tenant's sole cost and expense upon expiration or termination of this Sublease.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Sublease as of the day and year first above written.

Signed sealed and delivered
in the presence of the following witnesses:

Landlord:

THE UNIVERSITY OF FLORIDA BOARD
OF TRUSTEES, a public body corporate

Print Name: _____

Print Name: _____

By:

Name: Trevor Schneider
Title: Director of Real Estate

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, as _____ of The University of Florida Board of Trustees, a public body corporate, on behalf of the public body corporate. Said person (check one) is ☐ personally known to me, ☐ produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or ☐ produced other identification, to wit: _____.

(NOTARY SEAL)

Print Name: _____
Notary Public, State of Florida
Commission Number: _____
My Commission Expires: _____

Tenant:

_____, a

Print Name: _____

Print Name: _____

By:

Name:

Title:

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____,
20__, by _____ as _____ of
_____, a _____, on behalf of the
_____. Said person (check one) is ☐ personally known to me, ☐ produced a
driver's license (issued by a state of the United States within the last five (5) years) as
identification, or ☐ produced other identification, to wit: _____.

(NOTARY SEAL)

Print Name: _____

Notary Public, State of _____

Commission Number: _____

My Commission Expires: _____

SCHEDULE "A"
THE LAND

The parcel(s) of real property more particularly described below, situate, lying and being in Alachua County, Florida:

SCHEDULE “B”
THE BUILDING

SCHEDULE “C”
THE PRIME LEASE

SCHEDULE "D"
GENERAL PROVISIONS

1. Late Payment Charge. Tenant hereby acknowledges and agrees that any late payment of Base Rent shall cause Landlord to incur costs not contemplated by this Sublease (including bookkeeping, personnel and processing costs) and that the exact amount of such costs may be impossible to ascertain. Accordingly, Tenant hereby agrees to pay Landlord, in the event any monthly installment of Base Rent is not paid within five (5) days of when due, in addition to such monthly installment of Base Rent, a late charge in an amount equal to five percent (5%) of the overdue installment. This late charge shall be payable in addition to any interest chargeable to Tenant upon an Event of Default (as defined hereinbelow).

2. Services. Landlord, as long as Tenant is not in default under any of the provisions of this Sublease, shall furnish:

(a) Air-cooling and heating for the Common Areas when necessary to provide a temperature condition required, in Landlord's judgment, for comfortable occupancy of the Common Areas under normal business operations, daily (except Federal and University of Florida holidays) from 7 a.m. to 7 p.m.

(b) Water and sewer service for the Common Areas in reasonable and customary amounts. In the event Landlord, in Landlord's reasonable discretion, determines that Tenant's use of water and sewer service exceeds a reasonable and customary usage, Tenant shall pay to Landlord, as additional rent, for such excess usage, the amount of which shall be determined by Landlord.

(c) Janitorial service and customary cleaning for the Common Areas at times established by Landlord.

(d) If applicable, elevator service in common with Landlord and other tenants, daily. Operatorless automatic elevator service shall be deemed "elevator service" within the meaning of this subparagraph.

(e) Tenant and its employees, upon the purchase of the appropriate parking decals from the University of Florida Department of Parking and Transportation Services, may use the unsupervised outdoor parking areas designated by Landlord, from time to time, for use by Tenant and its employees on a "first-come, first-served" basis in common with Landlord, other tenants of space in the Building, and tenants of space in buildings owned by Landlord located adjacent, contiguous, and/or in close proximity to the Building, and their employees and visitors, all subject to the terms of this Sublease and such reasonable rules and regulations as from time to time may be imposed by Landlord.

(f) Landlord shall provide such extra or additional services as Tenant may from time to time request and as Landlord is reasonably able and agrees to provide, within a reasonable period after the time such extra or additional services are requested. Tenant shall, for such extra or additional service, pay one hundred twenty percent (120%) of Landlord's actual cost reasonably incurred in providing such extra or additional services, such amount to be considered additional Rent hereunder. All charges for such extra or additional services shall be due and payable at the

same time as the Base Rent with which they are billed, or if billed separately, shall be due and payable within ten (10) days after such billing. Any such billings for extra or additional services shall include an itemization of the extra or additional services rendered, and the charge for each such service.

To the extent the services described hereinabove require electricity, gas and water supplied by public utilities, Landlord's covenants hereunder shall only impose on Landlord the obligation to use its best efforts to cause the applicable public utilities to furnish the same. The failure of Landlord to furnish to any extent the services described in this paragraph, or any cessation thereof, shall not render Landlord liable in any respect for damages of any kind or nature whatsoever (including without limitation damages to person, property or business), nor be construed as an eviction of Tenant, nor work an abatement of Rent, nor relieve Tenant from the obligation to fulfill any covenant or agreement hereof. In addition to the foregoing, should any of the Building equipment or machinery break down, or for any cause cease to function properly, Tenant shall have no claim for a rebate of Rent or damages on account of an interruption in service occasioned thereby or resulting therefrom; provided, however, Landlord agrees to use diligent efforts to promptly repair said equipment or machinery and to restore said services if reasonably possible during normal business hours.

3. Maintenance and Repairs.

(a) Landlord's Duties. Landlord shall maintain in good repair the roof, structural components and exterior walls of the Building, all Common Areas, Building systems (including electrical, water, sewer and HVAC systems), and all grounds and facilities on the Land.

(b) Tenant's Duties. Tenant at Tenant's sole expense shall, except for services furnished by Landlord, maintain the Premises in good order, condition and repair, including the interior surfaces of the ceilings, walls and floors, all doors, all interior windows and special items and equipment installed by or at the expense of Tenant. Tenant shall be responsible for the replacement of all light bulbs, tubes, ballasts and air conditioning and other filters located within and/or solely serving the Premises. Tenant shall be responsible for all repairs and alterations in and to the Premises, Common Areas, Building and the facilities and systems thereof, the need for which arises out of (i) the installation, removal, use or operation of Tenant's property in the Premises, (ii) the moving of Tenant's property into or out of the Building, or (iii) the act, omission, misuse or negligence of Tenant, its agents, contractors, employees or invitees. If Tenant fails to maintain the Premises in good order, condition and repair, Landlord shall give Tenant notice to do such acts as are reasonable required to so maintain the Premises. If Tenant does not promptly make any required maintenance or repairs, Landlord shall have the right, but not the obligation, to make such repairs and replacements, in which event Tenant shall pay Landlord the cost thereof immediately upon demand.

4. Utilities; Janitorial Services.

(a) Utilities. During the Term of this Sublease, Tenant shall be solely responsible for and promptly pay all charges for water, sewer, gas, electricity, telephone, cable and any other utilities exclusively used or consumed in, or furnished to, the Premises. Tenant acknowledges that certain utilities serving the Premises are not separately metered and the utilities

allocated to the Premises shall be paid by Tenant in the manner described in subparagraph 4(c) below. Except to the extent caused by the negligence or willful misconduct of Landlord, in no event shall Landlord be liable for an interruption or failure in the supply of any such utilities to the Premises.

(b) Janitorial Services. Tenant shall keep the Premises cleaned and maintained internally or by a janitorial service and/or cleaning contractor selected by Tenant. The amount incurred by Tenant for the aforementioned cleaning and janitorial services shall be paid by Tenant.

(c) Payment of Utilities Services. The utilities services referenced in the preceding subparagraph 4(a) shall be initially paid by Landlord and thereafter separately invoiced by Landlord to Tenant for reimbursement monthly as additional rent. Such invoiced amounts shall be due on the first (1st) day of the immediately following calendar month. Any demand from Landlord to Tenant for reimbursement of such amounts shall be accompanied by such supporting documentation reasonably required by Tenant. Tenant may review the accounting records of Landlord regarding the calculation of such invoiced amounts by delivering written notice requesting said review on or before ten (10) days after Tenant's receipt of any monthly invoice. Landlord shall schedule Tenant's review of the accounting records within a reasonable time after receiving the written request.

5. Insurance.

(a) Landlord's Insurance. Landlord represents, and Tenant acknowledges, that Landlord, as a public body corporate, participates in the State of Florida's Risk Management Trust Fund for purposes of general liability, fleet automobile liability, workers' compensation, and employer's liability insurance coverage, with said coverage being applicable to Landlord's officers, employees, and agents while acting within the scope of their office, employment, or agency, subject to the limitations of Chapter 284, Part II, and Section 768.28, Florida Statutes.

(b) Tenant's Insurance. At all times during the term of this Sublease, Tenant will carry and maintain, at Tenant's expense:

- (1) Comprehensive public liability and property damage insurance, with a combined single occurrence limit of not less than \$1,000,000.00. Such insurance shall include contractual liability coverage for the performance by Tenant of the indemnity agreements set forth in this Sublease.
- (2) Fire and extended coverage casualty insurance covering all the Premises and all of Tenant's equipment, trade fixtures, appliances, furniture, furnishings and personal property from time to time in, on or upon the Premises. Such insurance will be in an amount not less than the full replacement cost without deduction for depreciation. All policy proceeds will be used for the repair or replacement of the property damaged or destroyed; however, if this Sublease ceases under the provisions of paragraph 11 hereinbelow, Tenant will be entitled to any proceeds resulting from damage to Tenant's

equipment, trade fixtures, appliances, furniture, furnishings and personal property.

- (3) Workers' compensation insurance satisfying Tenant's obligations under the workers' compensation laws of Florida.

(c) Form of Policies. All policies of insurance required to be carried by Tenant shall be issued by responsible companies, reasonably acceptable to Landlord, which are qualified to do business in the State of Florida. All policies of insurance which Tenant is obligated to maintain according to this Sublease (other than any policy of workers' compensation insurance) will name Landlord and such other persons or firms as Landlord specifies from time to time as additional insureds. Original or copies of original policies (together with copies of the endorsements naming Landlord, and any others specified by Landlord, as additional insureds) and evidence of the payment of all premiums of such policies will be delivered to Landlord prior to Tenant's occupancy of the Premises and from time to time at least thirty (30) days prior to the expiration of the term of each such policy. All public liability and property damage policies maintained by Tenant will contain a provision that Landlord and any other additional insured, although named as an insured, will nevertheless be entitled to recover under such policies for any loss sustained by it, its agents and its employees as a result of the acts or omissions of Tenant. All policies maintained by Tenant will provide that they may not be terminated or amended except after thirty (30) days' prior written notice to Landlord. All policies maintained by Tenant will be written as primary policies, not contributing with and not in excess of coverage that Landlord may carry. No insurance required to be maintained by Tenant by this paragraph will be subject to any deductible without Landlord's prior written consent.

6. Parking; Rates; Adjustments; Relocation; Allocation. The right of Tenant and its employees to utilize parking areas for vehicular parking purposes shall be subject to, and conditioned upon, the payment by Tenant, of certain parking fees and charges through the University of Florida Department of Parking and Transportation Services. Landlord reserves the right, from time to time, (i) to adjust the size, shape and/or configuration of the parking areas (together with parking lot layouts and designs), (ii) to relocate the location of the parking areas, and (iii) to allocate any number of specific parking spaces within the parking areas to certain tenants in the Building or to tenants of space in buildings owned by Landlord located adjacent, contiguous, and/or in close proximity to the Building (on an exclusive or non-exclusive basis

7. Compliance with Law; Rules and Regulations. Tenant shall comply with, and Tenant shall cause its employees, agents, contractors, invitees and visitors to comply with, all laws, ordinances, orders, rules and regulations of all governmental or judicial authorities having jurisdiction thereof (whether state, federal or local) relating to the use, condition or occupancy of the Premises or the Building.

Tenant, its employees, agents, contractors, invitees and visitors shall also comply with the Rules and Regulations adopted and amended by Landlord from time to time for the safety, care and cleanliness of the Premises and the Building and for preservation of good order therein. Tenant acknowledges and agrees that it shall be and remain liable for all damage, loss, cost and expense resulting from any violation by Tenant of any Rules and Regulations. Nothing contained in this Sublease shall be construed to impose upon Landlord any duty or obligation to enforce the Rules

and Regulations or the terms, covenants and conditions of any other sublease against any other tenant or any other persons, and Landlord shall not be liable to Tenant for violation of the same by any other tenant, its employees, agents, contractors, invitees or visitors, or by any other person.

8. Lawful Use; Nuisance. Tenant shall not occupy or use the Premises, or permit any portion of the Premises to be occupied or used, for any business or purpose which is unlawful, disreputable, materially inconsistent with the purpose and mission of the University of Florida, or deemed to be hazardous on account of fire or other hazards, or permit anything to be done that would violate the certificate of occupancy applicable to the Building or the Premises or make void or uncollectible any insurance then in force with respect thereto, or that would in any way increase the rate of fire or liability or any other insurance coverage on the Building and/or its contents. Tenant shall conduct its business and control its employees, agents, contractors, invitees and visitors in such manner as not to create any nuisance, or interfere with, annoy or disturb any other tenant or Landlord or the operation of the Building.

9. Rights Reserved to Landlord. Landlord reserves the following rights, exercisable without notice and without liability to Tenant for damage or injury to property, person or business and without effecting an eviction or disturbance of Tenant's use or possession or giving rise to any claim for setoff or abatement of Rent or affecting any of Tenant's obligations under this Sublease:

- (a) To change the name or street address of the Building.
- (b) To install and maintain signs on the exterior and interior of the Building.
- (c) To prescribe the location and style of the suite number and identification sign or lettering for the Premises.
- (d) To establish and change from time to time a security control and locking system with respect to entry to and exit from the Building. Landlord shall not be liable in damages for any error with respect to admission to or exclusion from the Building of any person. Tenant agrees to cooperate in any reasonable safety program developed by Landlord.
- (e) To control and prevent access to Common Areas and non-general public areas pursuant to applicable provisions of the Rules and Regulations.
- (f) Provided that reasonable access to the Premises shall be maintained and the business of Tenant shall not be interfered with unreasonably, to arrange, relocate, enlarge, reduce or change corridors, exits and entrances in or to the Building and the Land, and to make, at Landlord's own expense, repairs, alterations, additions and improvements, structural or otherwise, in or to the Building, the Land or any part thereof, and any adjacent building, land, street or alley. Landlord may for such purposes erect scaffolding and other structures reasonably required by the character of the work to be performed. During such operations, Landlord may take into and upon and through any part of the Building, including the Premises, all materials that may be required to make such repairs, alterations, improvements or additions. In connection with such operations, Landlord may temporarily close public entryways, other public spaces, stairways or corridors, and interrupt or temporarily suspend any services or facilities agreed to be furnished by Landlord. Landlord's exercise of its rights hereunder shall not be deemed to be an eviction of Tenant in whole or in part and/or cause abatement of Rent by reason of loss or interruption of the business of Tenant,

or otherwise render Landlord liable for damages or relieve Tenant from performance of Tenant's obligation under this Sublease. Landlord may at its option make any repairs, alterations, improvements and additions in and about the Building during ordinary business hours.

(g) To install gates, traffic regulating devices, security systems and directional signage, and to make, prescribe and adopt such reasonable rules and regulations (in addition to or by way of amendment or modification of the Rules and Regulations) relating to use of parking spaces and parking areas (including without limitation rules and regulations related to vehicle size, direction of traffic, loading and unloading of vehicles and the like).

(h) To designate and select agents, employees and contractors to perform services in the Building and on the Land, whether or not affiliated with Landlord.

(i) To install and designate areas for installation of vending machines and collect all revenue derived from the use thereof.

(j) From time to time to prescribe, make and adopt such reasonable rules and regulations (in addition to or by way of amendment or modification of the Rules and Regulations) for the protection and welfare of the Building and its tenants and occupants as Landlord may determine, and Tenant agrees to abide by all such rules and regulations.

10. Leasehold Improvements.

(a) Leasehold Improvements. Tenant shall comply with the provisions of the Work Letter set forth at Schedule "D" relating to the construction of any leasehold improvements within the Premises or any part thereof at any time during the Term. After receipt of the approved tenant construction plans described in the Work Letter, Landlord or Tenant, as appropriate, will prepare the Premises, or appropriate portion thereof, in accordance therewith.

(b) Other Alterations, Additions and Improvements. Tenant shall not make or allow to be made (except for improvements made pursuant to the Work Letter) any alterations, additions or improvements in or to the Premises, without obtaining the prior written approval of Landlord. Tenant shall deliver to Landlord a copy of the construction plans and specifications for all alterations, additions or improvements which Tenant proposes to make in or to the Premises. Tenant agrees that all approved work shall be done in a good and workmanlike manner, at Tenant's sole cost and expense, and that the structural strength and integrity of the Building shall not be impaired in any way. Tenant shall obtain, at Tenant's expense, all necessary permits and approvals from governmental authorities for the commencement and completion of any such alterations, additions and improvements and shall furnish evidence of such approval to Landlord prior to the commencement of construction or installation of any such alterations, additions and improvements. All alterations, additions and improvements shall be deemed to be a part of the Premises, and Tenant shall be obligated to maintain and repair the same. All alterations, additions and improvements in or to the Premises shall, when made, become the property of Landlord and shall be surrendered to Landlord upon the termination of this Sublease, whether by lapse of time or otherwise; provided, however, that Landlord, by written notice to Tenant prior to the termination of this Sublease, may require Tenant to remove all or part of any alterations, additions and improvements made by Tenant, in which case Tenant shall remove the same at Tenant's sole cost

and expense and repair any damage caused by such removal and restore the Premises to their condition prior to the installation of such alterations, additions or improvements or portion thereof, reasonable wear and tear excepted. Tenant shall indemnify, hold harmless and defend Landlord from and against any and all claims, losses, liabilities, costs, damages and expenses (including court costs and attorneys' fees at or before the trial level and in any appellate proceedings) arising out of or relating to any alterations, additions or improvements made by Tenant in or to the Premises (notwithstanding Landlord's prior written consent thereto). Tenant shall not place or install safes, vaults or other heavy furniture or equipment within the Premises or install any food, soft drink or other vending machine within the Premises, without the prior written approval of Landlord.

(c) Mechanics' Liens. Tenant agrees that it will make full and prompt payment of all sums necessary to pay for the costs of all repairs and permitted alterations, additions, improvements, changes and other work done by Tenant in or to the Premises and further agrees to indemnify, save harmless and defend Landlord from and against any and all costs and liabilities incurred by Landlord and against any and all mechanics', materialmen's, laborers' and other statutory or common law liens which may be asserted, claimed or charged against all or any part of the Premises or the Building arising out of or from such work. Notwithstanding anything to the contrary set forth in this Sublease, in no event shall the interest of Landlord in all or any part of the Premises or the Building be subject to any mechanics', materialmen's, laborers' or other statutory or common law lien for improvements or work made or done by or at the instance of Tenant, whether or not the same shall be made or done with the consent of Landlord or by agreement between Tenant and Landlord. All persons dealing with or contracting with Tenant or any contractor of Tenant are hereby put on notice of the foregoing provision. In the event any notice, claim or lien shall be asserted or recorded against the interest of Landlord in the Premises or the Building on the account of or extending from any improvement or work made or done by or at the instance of Tenant, or any person claiming by, through or under Tenant, or from any improvement or work the cost of which is the responsibility of Tenant, then Tenant agrees to have such notice, claim or lien canceled, discharged, released or transferred to other security in accordance with applicable Florida Statutes within twenty (20) days after notice to Tenant by Landlord, and in the event Tenant fails to do so, Tenant shall be considered in default under this Sublease with like effect as if Tenant shall have failed to pay an installment of Rent when due and within any applicable grace period provided for the payment thereof. Tenant agrees to join Landlord, at Landlord's request, in the execution of a short form of sublease, pursuant to Section 713.10, Florida Statutes, to be recorded in the Public Records of Alachua County, Florida for the purpose of giving constructive notice of the provisions of this subparagraph. Nothing contained herein, including the foregoing, shall be construed or interpreted as the consent of Landlord or the State of Florida or their agents and agencies to the encumbrance of State-owned land and improvements by a mechanic's lien or otherwise.

11. Damage or Destruction by Casualty. If the Premises or any part of the Building shall be damaged by fire or other casualty and if such damage does not render all or a substantial portion of the Premises or the Building untenable, then Landlord shall proceed to repair and restore with reasonable promptness the same to its prior existing condition, subject to reasonable delays for insurance adjustments and delays caused by matters beyond Landlord's control. If any such damage renders all or a substantial portion of the Premises or the Building untenable, Landlord shall, with reasonable promptness after the occurrence of such damage, estimate the

length of time that will be required to substantially complete the repair and restoration of such damage and shall by notice advise Tenant of such estimate. If it is estimated that the amount of the time required to substantially complete such repair and restoration will exceed two hundred seventy (270) days from the date such casualty occurred, then either Landlord or Tenant (but as to Tenant only if all or a substantial portion of the Premises is rendered untenable) shall have the right to terminate this Sublease as of the date of such casualty by giving notice to the other at any time within twenty (20) days after Landlord gives Tenant the notice containing said estimate. Unless this Sublease is terminated as provided in the preceding sentence, Landlord shall proceed with reasonable promptness to repair and restore the Premises, subject to zoning laws and building codes then in effect. Landlord shall have no liability to Tenant, and Tenant shall not be entitled to terminate this Sublease (except as hereinabove provided), if such repairs and restoration are not in fact completed within the time period estimated by Landlord, as aforesaid, or within said two hundred seventy (270) days, so long as Landlord shall proceed with reasonable diligence to complete such repairs and restoration. Notwithstanding anything to the contrary herein set forth, (a) Landlord shall not have a duty pursuant to this paragraph to repair or restore any portion of the alterations, additions or improvements made by Tenant in the Premises or to expend for any repair or restoration amounts in excess of insurance proceeds paid to Landlord and available for repair or restoration, and (b) Tenant shall not have any right to terminate this Sublease pursuant to this paragraph if the damage or destruction was caused by the act or neglect of Tenant, its employees, agents, contractors, invitees and visitors.

In the event any fire or casualty damage not caused by the act or neglect of Tenant, its employees, agents, contractors, invitees and visitors, renders all or a substantial portion of the Premises untenable and if this Sublease shall not be terminated pursuant to the foregoing provisions of this paragraph by reason of such damage, then Base Rent shall abate during the period beginning with the date of such damage and ending with the date when Landlord tenders the Premises to Tenant as being ready for occupancy; otherwise, Rent shall not be reduced or abated by reason of fire or casualty damage. Such abatement shall be in an amount bearing the same ratio to the total amount of Base Rent for such period as the portion of the Premises not tenable from time to time bears to the entire Premises. In the event of termination of this Sublease pursuant to this paragraph, Base Rent shall be apportioned on a per diem basis and shall be paid to the date of the casualty.

12. Condemnation. If any portion of the Building which renders the Premises untenable shall be permanently taken or condemned by any competent authority for any public or quasi-public purpose, this Sublease shall forthwith cease and terminate as of the date of such condemnation or taking. If any portion of the Building which does not render the Premises untenable is so taken or condemned, Landlord shall have the right to terminate this Sublease by giving Tenant thirty (30) days prior written notice thereof. If not terminated in accordance with the foregoing provisions of this paragraph 12, this Sublease shall continue in full force and effect and Rent shall not be reduced or abated. In the event this Sublease is terminated pursuant to this paragraph, Base Rent at the then current rate shall be apportioned as of the date of termination, and Tenant shall have no right to any consideration or compensation as a result of such termination. Tenant shall surrender the Premises, and Tenant's interest in, to and under this Sublease, as of the date of termination. All proceeds payable to either or both parties to this Sublease from any taking or condemnation of the Premises (or in any judgment for damages caused by a change of grade) shall belong to and be paid as follows: first to Landlord and Prime Landlord until they receive the

fair market value of the leasehold estate and reversionary estate in and to the portion of the Land and the Building so taken, respectively; then to Tenant until it receives the fair market value of its unamortized non-Building Standard improvements and personal property taken (if any); and the remainder of the award shall then be paid to Landlord.

13. Lien for Rent. In consideration of the mutual benefits arising under this Sublease, Tenant hereby grants to Landlord a lien and security interest on all property of Tenant now or hereafter placed in or upon the Premises, and such property shall be and remain subject to such lien and security interest of Landlord for payment of all Rent and other sums agreed to be paid by Tenant hereunder. Notwithstanding the foregoing, Landlord hereby agrees to subordinate the lien and security interest created hereby (as well as any statutory landlord's lien), upon Tenant's request, to any lien securing bona fide financing of Tenant's movable personal property placed in the Premises or the construction of Tenant's initial non-Building Standard leasehold improvements to the Premises.

14. Events of Default. Any of the following events or occurrences shall constitute a breach of this Sublease by Tenant and shall constitute an "Event of Default" hereunder:

(a) The failure of Tenant to pay any Rent, additional rent, or other amount due under this Sublease, including amounts payable under Schedule "I", within five (5) days of when due.

(b) The failure of Tenant to observe or perform any of the covenants in respect of assignment and subletting set forth hereinbelow.

(c) The failure of Tenant to cure forthwith, immediately after receipt of notice from Landlord, any hazardous condition which Tenant has created in violation of law or of this Sublease.

(d) The failure of Tenant to observe or perform any other covenant, agreement, condition or provision of this Sublease or the Prime Lease if such failure has continued for a period of fifteen (15) calendar days after notice thereof by Landlord to Tenant; provided, however, that if performance or compliance cannot reasonably be accomplished within said fifteen (15) day period, an Event of Default shall not arise if Tenant in good faith shall have commenced performance within said fifteen (15) day period and shall proceed diligently to completion of performance or compliance to the satisfaction of Landlord and if performance or compliance shall be achieved not later than forty-five (45) days after such notice.

(e) If Tenant vacates or abandons the Premises or fails to take possession of the Premises when available for occupancy, whether or not Tenant thereafter continues to pay Rent due under this Sublease.

(f) The levy upon, under execution or attachment by legal process, the subleasehold interest of Tenant hereunder, or the filing or creation of a lien upon such subleasehold interest.

(g) If Tenant becomes insolvent or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors, or applies or consents to the appointment of a trustee or receiver for Tenant or for a major part of its property.

(h) The appointment of a trustee or a receiver to take possession of all or substantially all of Tenant's property, or the attachment, execution or other judicial seizure of all or substantially all of Tenant's assets located at the Premises, unless such appointment, attachment, execution or seizure is discharged within thirty (30) calendar days after the appointment, attachment, execution or seizure.

(i) The institution of bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or any other proceedings for relief under any bankruptcy or insolvency law or any other similar law for the relief of debtors, by or against Tenant, and if instituted against Tenant, the same are not dismissed within thirty (30) calendar days after the institution of such proceedings.

(j) Misrepresentation by Tenant of, or failure of Tenant to disclose to Landlord, a material fact in any document, financial statement, leasing application or other instrument delivered or disclosed to Landlord in connection with this Sublease.

15. Landlord's Remedies. On the occurrence of any such Event of Default, Landlord shall, in addition to any other rights or remedies available to Landlord under this Sublease and under the laws of the State of Florida, have the following rights and remedies:

(a) Termination of Sublease. Landlord may terminate this Sublease and all rights of Tenant hereunder by giving Tenant written notice that this Sublease is terminated, in which event the Term of this Sublease shall terminate and all right, title and interest of Tenant hereunder shall expire on the date stated in such notice. Upon such termination, Landlord shall be entitled to recover from Tenant all the fixed dollar amounts of Rent accrued and unpaid for the period up to and including such date of termination, as well as all other additional sums payable by Tenant or for which Tenant is liable or in respect of which Tenant has agreed to indemnify Landlord under the provisions of this Sublease. In addition, Landlord shall be entitled to recover as damages for the loss of the bargain and not as a penalty (i) the unamortized cost to Landlord, computed and determined in accordance with generally accepted accounting principles, of the tenant improvements and alterations, if any, paid for and installed by Landlord pursuant to this Sublease, plus (ii) the aggregate sum which at the time of such termination represents the excess, if any, of the present value of the aggregate Rent at the same annual rate for the remainder of the Term as then in effect pursuant to the applicable provisions of paragraph D of this Sublease, over the then present value of the then aggregate fair rental value of the Premises for the balance of the Term (discounted to take into account anticipated costs of reletting the Premises such as then customary brokerage commissions, tenant improvement allowances, rent concessions, and repairs, alterations and/or additions to the Premises deemed reasonably necessary or desirable by Landlord to attract a replacement Tenant), such present worth to be computed in each case on the basis of a three percent (3%) per annum discount from the respective dates upon which such rentals would have been payable hereunder had this Sublease not been terminated, plus (iii) any damages in addition thereto, including reasonable attorneys' fees and court costs, which Landlord shall have

sustained by reason of the breach of any of the covenants of this Sublease other than for the payment of Rent.

(b) Re-Entry Without Termination. Landlord may re-enter the Premises without terminating this Sublease, and remove all persons and property from the Premises, and relet the Premises or any part thereof for the account of Tenant, for such time (which may be for a term extending beyond the Term of this Sublease) and upon such terms as Landlord in Landlord's sole discretion shall determine, and Landlord shall not be required to accept any tenant offered by Tenant or to observe any reasonable instructions given by Tenant relative to such reletting. In the event of any such reletting, Landlord may make repairs, alterations and additions in or to the Premises and redecorate the same to the extent deemed necessary or desirable by Landlord and in connection therewith change the locks to the Premises, and Tenant shall upon demand pay the cost thereof together with Landlord's expenses of reletting including, without limitation, brokerage commissions. Landlord may collect the rents from any such reletting and apply the same first to the payment of the expenses of re-entry, redecoration, repairs and alterations and the expenses of reletting, including, without limitation, brokerage commissions, and second to the payment of Rent herein provided to be paid by Tenant, and any excess or residue shall operate only as an offsetting credit against the amount of Rent as the same thereafter becomes due and payable hereunder. No such re-entry or repossession, repairs, alterations and additions or reletting shall be construed as an eviction or ouster of Tenant or as an election on Landlord's part to terminate this Sublease unless a written notice of such intention be given to Tenant, nor shall the same operate to release the Tenant in whole or in part from any of the Tenant's obligations hereunder, and Landlord may, at any time and, from time to time, sue and recover judgment for any deficiencies from time to time remaining after the application from time to time of the proceeds of any such reletting.

(c) Acceleration. In the event Landlord resumes possession of the Premises for the account of Tenant in the manner set forth in subparagraph (b) above, Landlord may elect to declare the entire amounts of Rent and any other sums or charges which would become due and payable from Tenant to Landlord during the remainder of the Term to be due and payable immediately, in which event, Tenant agrees to pay the sum at once (discounted to present value using a discount rate of three percent (3.0%) per annum), together with any other sum theretofore due, including Florida sales tax; provided, however, that such payment shall not constitute a penalty or forfeiture or liquidated damages but shall merely constitute payment in advance of the Rent for the remainder of the Term. In the event that Landlord elects to compute and recover Rent in an accelerated lump sum payment and if, and only if, Tenant shall have paid in full such accelerated lump sum payment, then Landlord shall be obligated to remit to Tenant any rents actually received from other tenants, if any, to whom Landlord may be relet the Premises, reduced by any and all costs and expenses incurred by Landlord in reletting the Premises, including, but not limited to, the cost of any clean-up, refurbishing, removal of Tenant's property and fixtures, tenant improvements, remodeling costs, brokerage commissions, advertising costs, rent concessions, attorneys' fees, paralegal fees and other legal expenses in connection with any litigation arising out of, or resulting from, an Event of Default hereunder and any amount so received by Landlord in excess of the accelerated lump sum payment of Rent received by Landlord shall remain the property of Landlord.

(d) Other Enforcement. Landlord may enforce the provisions of this Sublease and may enforce and protect the rights of Landlord hereunder by a suit or suits in equity or at law

for specific performance of any covenant or agreement contained herein, or for the enforcement of any other legal or equitable remedy, including recovery of all monies due or to become due from Tenant under any of the provisions of this Sublease.

(e) Surrender. If Landlord exercises either of the remedies provided for in subparagraphs (a) and (b) hereinabove, Tenant shall surrender possession and vacate the Premises immediately and deliver possession thereof to Landlord, and Landlord may then or at any time thereafter re-enter and take complete and peaceful possession of the Premises, with or without process of law, full or complete license to do so being hereby granted by Tenant to Landlord, and Landlord may remove all occupants and property therefrom, using such force as may be necessary, without being deemed in any manner guilty of trespass, eviction or forcible entry and detainer and without relinquishing Landlord's right to Rent or any other right given to Landlord hereunder or by operation of law.

(f) Remedies Cumulative. The rights, privileges, elections and remedies of Landlord under this Sublease shall be cumulative, and Landlord shall have the right to exercise such remedies at any time and from time to time singularly or in combination. No termination of this Sublease (whether upon an Event of Default or otherwise) shall be deemed to limit or negate Landlord's rights hereunder to indemnification from Tenant (or Tenant's insurance carriers) for any claim or liability asserted against or imposed upon Landlord, whether before or after the termination of this Sublease, which is directly or indirectly based upon death, personal injury, property damage or other matters occurring prior to the termination hereof.

(g) Interest on Default. Upon an Event of Default resulting from Tenant's failure to pay Rent or any other amount due hereunder, such amount past due shall bear interest at the highest legal rate of interest permitted under the laws of the State of Florida. Neither the accrual nor the payment of such interest shall be deemed to excuse or cure any breach, default or Event of Default hereunder. In the event that any interest paid or charged hereunder shall exceed the maximum legal rate then applicable, then such rate so charged by Landlord shall be automatically reduced to the current maximum legal rate of interest, and Landlord shall promptly refund to Tenant the excess amount of interest paid over such maximum legal rate of interest.

(h) Attorneys' Fees and Collection Charges. In the event of any legal action or proceeding brought against Tenant by Landlord, Tenant shall pay all expenses of Landlord incurred in connection with such action or proceeding, including court costs and reasonable attorneys' fees at or before the trial level and in any appellate proceeding.

(i) Non-Waiver. The failure of Landlord to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive such default, but Landlord shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder, either at law or in equity.

16. Surrender; Holding Over.

(a) Surrender. At the termination of this Sublease, Tenant will surrender the Premises in good order and condition, ordinary wear and tear alone excepted. If Tenant is not then in default, Tenant may remove from the Premises any trade fixtures, equipment and movable

furniture placed in the Premises by Tenant, whether or not such trade fixtures or equipment are fastened to the Building. Tenant will not remove any trade fixtures or equipment without Landlord's prior written consent if such trade fixtures or equipment are used in the operation of the Building or if the removal of such fixtures or equipment will impair the structure of the Building. Whether or not Tenant is then in default, Tenant will remove such alterations, additions and improvements as Landlord has requested in accordance with subparagraph 10(b) hereinabove. Tenant will fully repair any damage occasioned by the removal of any trade fixtures, equipment, furniture, alterations, additions and improvements. All trade fixtures, equipment, furniture, alterations, additions and improvements not so removed will conclusively be deemed to have been abandoned by Tenant and may be appropriated, sold, stored, destroyed or otherwise disposed of by Landlord without notice to Tenant or any other person and without obligation to account for them. Tenant will pay Landlord all expenses incurred in connection with Landlord's disposition of such property, including, without limitation, the cost of repairing any damages to the Building or the Premises caused by removal of such property. Tenant's obligation to observe and perform this covenant will survive the termination of this Sublease.

(b) Holding Over. No unauthorized holding over by Tenant after the Term shall be construed to extend this Sublease. In the event of any unauthorized holding over, Tenant shall be liable to Landlord for all Rent otherwise due hereunder, except that the Base Rent due during any period of unauthorized holding over shall be in an amount equal to twice the Base Rent due from Tenant to Landlord immediately prior to such unauthorized holding over. Moreover, Tenant shall be liable for all damages suffered by Landlord as a result thereof (including special damages) and shall indemnify Landlord against all claims for damages by any other tenant to whom Landlord may have subleased all or any part of the Premises effective upon or after the expiration of the Term. Any holding over with the consent of Landlord in writing shall thereafter constitute a sublease from month to month, subject to all conditions, provisions and obligations of this Sublease in effect on the last day of the Term.

17. Subordination; Attornment.

(a) Subordination. This Sublease and all the rights of Tenant hereunder shall be and are hereby subject and subordinate to all of those interests, matters and instruments to which the Prime Lease is subordinate and to the Prime Lease and all mortgages and other security instruments that may now or hereafter affect the Premises or the Building or any part thereof, and any and all renewals, modifications, consolidations, replacements and extensions thereof. The foregoing provision shall be self-operative, and no further instrument of subordination will be required in order to effect it. Nevertheless, at the request of Landlord, Tenant shall execute, acknowledge and deliver unto Landlord, without expense to Landlord, any and all instruments that may be necessary or proper to subordinate this Sublease and all rights herein to the Prime Lease and the lien of any such mortgages or other security instruments, and any renewal, modification, consolidation, replacement or extension thereof, and if Tenant shall fail at any time to execute, acknowledge and deliver any such subordination instrument, Landlord, in addition to any other remedies available as a consequence thereof, may execute, acknowledge and deliver the same as Tenant's attorney-in-fact and in Tenant's name. Tenant hereby irrevocably makes, constitutes and appoints Landlord as its attorney-in-fact for that purpose.

(b) Attornment. If Prime Landlord or any holder of any mortgage or other security instrument succeeds to Landlord's interest in the Premises, Tenant will pay to it all Rent subsequently payable under this Sublease. Tenant will, upon request of anyone so succeeding to the interest of Landlord, automatically become the tenant of and attorn to such successor in interest without changing this Sublease. Such successor in interest will not be bound by (i) any payment of Rent for more than one (1) month in advance, (ii) any amendment or modification of this Sublease made without its written consent, (iii) any claim against Landlord arising prior to the date on which such successor succeeded to Landlord's interest, or (iv) any claim or offset of Rent against Landlord. Upon request by such successor in interest and without cost to Landlord or such successor in interest, Tenant will execute, acknowledge and deliver an instrument or instruments confirming the attornment. The instrument of attornment will also provide that such successor in interest will not disturb Tenant and its use of the Premises in accordance with this Sublease. If Tenant fails or refused to execute, acknowledge and deliver any such written instrument within ten (10) days after written demand, such successor in interest, in addition to any other remedies available as a consequence thereof, may execute, acknowledge and deliver the same as Tenant's attorney-in-fact and in Tenant's name. Tenant hereby irrevocably makes, constitutes and appoints any such successor in interest as Tenant's attorney-in-fact for that purpose.

18. Transfer; Estoppel Certificate; Financial Statement.

(a) Conveyance of Landlord's Interest. In the event that Landlord sells, assigns or otherwise transfers, in whole or in part, Landlord's interest in the Premises or this Sublease, Landlord shall be released from any and all further liability to Tenant hereunder upon furnishing Tenant a copy of the applicable instrument of transfer. After such transfer, Tenant shall look solely to the transferee for the performance of the obligations of the Landlord hereunder.

(b) Estoppel Certificate. Within ten (10) calendar days after written request from Landlord, Tenant shall execute, acknowledge and deliver to Landlord, without expense to Landlord, a statement in writing attesting to the following:

- (1) That this Sublease is unmodified and in full force and effect (or, if modified, stating the nature of such modifications and certifying that this Sublease as modified is in full force and effect).
- (2) The dates to which Rent and any other charges payable to Landlord hereunder are paid in advance, if any.
- (3) That there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder (or stating such defaults if any are claimed) or any other claims or setoffs which Tenant may have against Landlord (or stating such claims or setoffs if any are claimed).
- (4) In the case of the transfer of the Landlord's interest, that Tenant attorns to the transferee.

Landlord shall have the right to request such estoppel certificate in the event Landlord is considering the transfer or encumbrance of the Premises, or otherwise. Tenant hereby

acknowledges that prospective purchasers or encumbrancers of the Premises or the Building may incur obligations or extend credit in reliance on the representations of Tenant contained in such estoppel certificate. If Tenant shall fail to execute, acknowledge and deliver any such estoppel certificate to Landlord within said ten (10) day period, Landlord, in addition to any other remedies available as a consequence thereof, may execute, acknowledge and deliver the same as Tenant's attorney-in-fact and in Tenant's name. Tenant hereby irrevocably makes, constitutes and appoints Landlord its attorney-in-fact for that purpose.

(c) Financial Statement. Upon written request from Landlord (which request shall not be made more frequently than annually), Tenant shall furnish Landlord with a copy of a current financial statement certified by the chief financial officer of Tenant or an independent certified public accountant.

19. Assignment or Sublease by Tenant. Tenant shall not assign this Sublease or any interest therein or sublet the Premises without the prior written consent of Landlord, which may be withheld in Landlord's sole and absolute discretion. The following transactions will also require Landlord's prior written consent (which also may be withheld in Landlord's sole and absolute discretion):

- (a) An assignment by operation of law;
- (b) An imposition (whether or not consensual) of a lien, mortgage or encumbrance upon Tenant's interest in this Sublease;
- (c) An arrangement (including, without limitation, the execution or use of management agreements, concessions or licenses) which allows the use and occupancy of all or any part of the Premises by anyone other than Tenant;
- (d) A transfer of voting control of Tenant (if Tenant is an entity);
- (e) A transfer of fifty percent (50%) or more of the ownership interest in Tenant (if Tenant is an entity).

If permitted, each assignee and sub-subtenant shall fully observe all covenants of this Sublease, and no consent by Landlord to an assignment or sub-sublease shall be deemed in any manner to be a consent to a use not permitted under paragraph F of this Sublease. No assignment or sub-sublease by Tenant shall relieve Tenant of any obligation under this Sublease, and Tenant shall remain fully liable hereunder. Any attempted assignment, mortgage, or sub-sublease by Tenant in violation of the terms and covenants of this paragraph shall be void. Any consent by Landlord to a particular assignment or sublease shall not constitute Landlord's consent to any other or subsequent assignment or sub-sublease, and any proposed assignment or sub-sublease by an assignee or sub-subtenant of Tenant shall be subject to the provisions of this paragraph as if it were a proposed assignment or sub-sublease by Tenant.

20. Peaceful Enjoyment. Landlord covenants that Tenant shall and may peacefully have, hold and enjoy the Premises, subject to the other terms hereof, provided that Tenant pays the Rent and all other sums due hereunder and performs all of Tenant's covenants and agreements herein contained. It is understood and agreed that this covenant and any and all other covenants

of Landlord contained in this Sublease shall be binding upon Landlord and its successors only with respect to breaches occurring during its and their respective ownership of the Landlord's interest hereunder.

21. Limitation of Landlord's Personal Liability. Tenant specifically agrees to look solely to Landlord's interest in the Building and the Land for the recovery of any judgment against Landlord, it being agreed that Landlord shall never be personally liable for any such judgment. The foregoing sentence is not intended to, and shall not, limit any right that Tenant might otherwise have to obtain injunctive relief against Landlord or Landlord's successors in interest or to institute any suit or action in connection with enforcement or collection of amounts which may become owing or payable under or on account of insurance maintained by Landlord.

22. Waiver of Certain Claims; Indemnity by Tenant. To the extent not expressly prohibited by law, Tenant releases Landlord, its employees, agents, contractors, invitees and visitors, from and waives all claims for damages to person, property or business sustained by Tenant or by any occupant of the Premises, or by any other person, resulting directly or indirectly from fire or other casualty or cause, or from any existing or future condition, defect, matter or thing in or about the Building or any part thereof or any equipment or appurtenance therein, or from any accident in, on or about the Building or the Land, or from any act or neglect of any tenant or other occupant of the Building or any part thereof or of any other person, including Landlord, or its employees, agents, contractors, invitees or visitors. This paragraph shall apply especially, but not exclusively, to damage caused by water, frost, steam, excessive heat or cold, sewerage, gas, odors or noise, or the bursting or leaking of pipes or plumbing fixtures, broken glass or sprinkling or air conditioning devices or equipment, and shall apply without distinction as to the person whose act or neglect was responsible for the damage and whether the damage was due to any of the acts specifically enumerated above, or from any other thing or circumstance, whether of a like nature or of a wholly different nature. If any damage to the Premises or the Building or any equipment or appurtenance therein, whether belonging to Landlord, other tenants or occupants of the Building, results from any act or neglect of Tenant, its employees, agents, contractors, invitees or visitors, Tenant shall be liable therefor, and Landlord may at its option repair such damage and Tenant shall upon demand by Landlord reimburse Landlord for all costs of such repairs and damages in excess of amounts, if any, paid to Landlord under insurance covering such damages. All personal property belonging to Tenant or any occupant of the Premises that is in the Building, on the Land or in the Premises shall be there at the risk of Tenant or such other person only, and Landlord shall not be liable for damage thereto or theft or misappropriation thereof under any circumstance whatsoever.

To the extent not expressly prohibited by law, Tenant agrees to hold Landlord and its employees, agents, contractors, invitees or visitors harmless and to indemnify and defend each of them against all claims, loss, liability, cost, damage or expense (including, without limitation, reasonable attorneys' fees whether incurred at or before the trial level and in any appellate, bankruptcy or administrative proceedings) suffered or incurred in connection with injuries to persons and/or damage to, theft, misappropriation or loss of property occurring in, on or about the Land, Building and/or Premises arising from Tenant's occupancy and/or use of the Land, Building and/or Premises or the conduct of its business or from any activity, work or thing done, permitted or suffered by Tenant in, on or about the Land, Building and/or Premises or from any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant

to be performed pursuant to the terms of this Sublease or due to any other act or omission of Tenant, its employees, agents, contractors, invitees or visitors.

Nothing contained herein, including the foregoing, shall be construed or interpreted as (i) the consent of Landlord or the State of Florida or their agents and agencies to be sued; or (ii) a waiver of Landlord's or the State of Florida's sovereign immunity beyond the limited waiver provided in section 768.28, Florida Statutes.

23. Landlord's Right of Entry. Landlord, its agents, employees and contractors may enter the Premises at any time in response to an emergency, and at reasonable hours to (a) inspect the Premises, (b) exhibit the Premises to prospective purchasers, lenders or tenants, (c) determine whether Tenant is complying with its obligations under this Sublease, (d) supply any service which this Sublease requires Landlord to provide, (e) post notices of non-responsibility or similar notices, or (f) make repairs which this Sublease requires Landlord to make, or to make repairs to any adjoining space or utility services, or (g) to make repairs, alterations or improvements to any other portion of the Building; however, all such work will be done as promptly as reasonably possible so as to cause as little interference to Tenant as reasonably possible. Prime Landlord shall also have the right to enter the Premises to inspect same in accordance with the terms of the Prime Lease. Tenant waives any claim on account of any injury or inconvenience to Tenant's business, interference with Tenant's business, loss of occupancy or quiet enjoyment of the Premises, or any other loss occasioned by such entry. Landlord will at all times have a key with which to unlock all of the doors in the Premises (excluding Tenant's vaults, safes and similar areas designated in writing by Tenant in advance). Landlord will have the right to use any means which Landlord may deem proper to open doors in an emergency in order to enter the Premises. No entry to the Premises by Landlord by any means will be a forcible or unlawful entry into the Premises or a detainer of the Premises or an eviction, actual or constructive, of Tenant from the Premises, or any part of the Premises, nor will any such entry entitle Tenant to damages or an abatement of Rent or other charges which this Sublease requires Tenant to pay.

24. Notices. All notices and other communications required or permitted to be given under this Sublease shall be in writing. Each notice shall be sent by national courier service (e.g., FedEx, UPS, etc.); United States certified mail, return receipt requested; or shall be hand delivered to the party to be notified, with copies directed as provided hereinbelow, to the addresses set forth hereinbelow or such other addresses as the parties shall designate to each other in the manner prescribed for notice herein:

If to Tenant:

If to Landlord:

The University of Florida Board of Trustees
Attention: Trevor Schneider, Director of Real Estate
P.O. Box 113135 Gainesville, FL 32611-3135

E: tschneider@ufl.edu
with copy to:

Office of Vice President and General Counsel
123 Tigert Hall
University of Florida
P.O. Box 113125
Gainesville, Florida 32611

Each notice shall be deemed to have been given at the time it shall be hand delivered or if delivered by national courier service or United States mail in the manner prescribed herein, on the third (3rd) business day after such mailing or dispatch by national courier service (or as of any earlier date evidenced by a receipt from the United States Postal Service or the applicable national courier service). Changes of address shall be effective when provided in writing to all parties receiving notices hereunder.

25. Miscellaneous.

(a) This Sublease shall be binding upon and inure to the benefit of the successors and assigns of Landlord, and shall be binding upon and inure to the benefit of Tenant, its heirs (if applicable), successors, and, to the extent assignment may be approved by Landlord hereunder, Tenant's assigns.

(b) All rights and remedies of Landlord under this Sublease shall be cumulative, and none shall exclude any other rights or remedies allowed by law.

(c) This Sublease constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior understandings between them concerning the same. This Sublease may not be altered, changed or amended, except by an instrument in writing executed by all parties hereto.

(d) Tenant warrants that all consents or approvals required of third parties (including but not limited to its board of directors) for the execution, delivery and performance of this Sublease have been obtained and that Tenant has the right and authority to enter into and perform its covenants contained in this Sublease.

(e) Whenever in this Sublease there is imposed upon Landlord the obligation to use its best efforts, reasonable efforts or diligence, Landlord shall be required to do so only to the extent the same is economically feasible and otherwise will not impose upon Landlord extreme financial or other burdens.

(f) The phrase "the date hereof" shall mean and refer to the date first above written. Any reference to the "Term" hereof shall be deemed to include any renewal or extension thereof where appropriate.

(g) If any term or provision of this Sublease, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Sublease, or the application of such provision to persons or circumstances other than those as to

which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Sublease shall be valid and enforceable to the extent permitted by law.

(h) The captions at the beginning of the several paragraphs of this Sublease are for convenience of reference only. They shall be ignored in construing this Sublease. The pronouns of any gender shall include the other gender, and the singular shall include the plural and the plural shall include the singular. The terms and provisions of this Sublease shall not be construed against or in favor of either party hereto merely because such party is the "Landlord" or the "Tenant" hereunder or such party or its counsel drafted the Sublease.

(i) This Sublease may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, and such counterparts together shall constitute one and the same instrument. A facsimile, telecopy, portable document format (i.e., PDF), or other reproduction of this Sublease may be executed or otherwise authenticated by the parties and when so executed or otherwise authenticated shall be considered valid, binding, and effective for all purposes. When so executed or otherwise authenticated by the parties (in counterparts or otherwise) a facsimile, telecopy or other electronic copy or reproduction of this Sublease shall be deemed an original hereof to the same extent as an original hereof bearing original signatures.

(j) Neither this Sublease nor any memorandum thereof (except as otherwise specifically provided for in subparagraph 10(c) hereinabove) shall be recorded in any public records.

(k) This Sublease shall be governed by and construed in accordance with the laws of the State of Florida, and any litigation arising in connection with this Sublease shall be initiated, filed, and pursued in a court of competent jurisdiction in Alachua County, Florida.

(l) The submission of this Sublease to Tenant shall not be construed as an offer to sublease the Premises, or as an agreement by Landlord to reserve the Premises for Tenant. Landlord shall not be bound to Tenant until Tenant has duly executed and delivered this Sublease to Landlord and Landlord has duly executed and delivered this Sublease to Tenant.

(m) Time is of the essence of each and every provision of this Sublease.

(n) This Sublease is not intended to create a partnership or joint venture between Landlord and Tenant, or to create a principal/agent relationship between them.

(o) The surrender of this Sublease by Tenant or the cancellation of this Sublease by agreement of Tenant and Landlord or the termination of this Sublease by reason of Tenant's default hereunder shall not work a merger, and shall, at Landlord's option, either terminate any subleases or operate as an assignment to Landlord of any subleases. Landlord's option under this paragraph shall be exercised by written notice to Tenant and all known subtenants in the Premises.

(p) No agreement to accept a surrender of the Premises shall be valid unless in writing and signed by both Landlord and Tenant. This Sublease may not be altered, waived, amended or extended except by an instrument in writing signed by Landlord and Tenant.

(q) No mention in this Sublease of any specific right or remedy shall preclude Landlord from exercising any other right or from having any other remedy or from maintaining any action to which it may otherwise be entitled either at law or in equity, and the failure of Landlord to insist in any one or more instances upon strict performance of any covenant of this Sublease or as to the exercise of any option or right herein contained shall not be construed as a waiver or relinquishment for the failure of such covenant, right or option, but the same shall remain in full force and effect unless the contrary is expressed in writing by Landlord. The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Sublease, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent. No covenant, term or condition of this Sublease shall be deemed to have been waived by Landlord unless such waiver shall be in writing and executed by Landlord. No waiver of any condition or agreement in this Sublease by Landlord shall imply or constitute a further waiver by Landlord of the same or other condition or agreement.

(r) If Tenant is comprised of more than one person or entity, or if this Sublease is executed on behalf of Tenant by one or more signatories, then all such persons, entities and signatories shall be jointly and severally liable with each other for all obligations of payment and performance.

(s) Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk 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 health unit

(t) Landlord and Tenant covenant, warrant and represent to each other that they have not dealt with any realtor, broker or finder in connection with this Sublease, and each agrees to hold harmless and indemnify the other with respect to any claim, demand, loss, cost, damage or expense, including reasonable attorneys' fees incurred before or at trial level and in any appellate proceedings, caused to or suffered by the other as a result of the breach of this covenant and warranty.

(u) This Sublease is subject to the Public Records Law of the State of Florida, Chapter 119, *Florida Statutes*. Landlord may terminate this Sublease at any time if Tenant refuses to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, *Florida Statutes*, and made or received in conjunction with this Sublease.

SCHEDULE "E"
BUILDING RULES AND REGULATIONS

1. Sidewalks, doorways, vestibules, halls, stairways, and other similar areas shall not be used for the disposal of trash, be obstructed by tenants, or be used by tenants for any purpose other than as an entrance to and exit from the Premises and for going from one part of the Building to another part of the Building.
2. Plumbing fixtures shall be used only for the purposes for which they are designed, and no sweepings, rubbish, rags or other unsuitable materials shall be disposed into them. Damage resulting to any such fixtures from misuse by a tenant shall be the liability of such tenant.
3. Signs, advertisements or notices visible in or from public corridors or from outside the Building shall not be posted or displayed without Landlord's prior written approval. Tenant shall not paint, display, inscribe, maintain or affix any sign, placard, picture, advertisement, name, notice, lettering or graphics on any part of the outside or the inside of the Building, or on any part of the inside of the Premises which can be seen from public corridors or from outside the Building, without the prior written consent of Landlord, and then only such name or names or matter and in such color, size, style, character and material as Landlord shall approve in writing, in advance. Landlord reserves the right to remove at a tenant's expense all matter other than that provided for hereinabove without notice to such tenant.
4. Tenant shall not, in any manner, use the name of the Building for any purpose or use any picture or likeness of the Building in any letterheads, envelopes, circulars, notices, advertisements, containers or wrapping material without Landlord's prior written consent.
5. The directories of the Building shall be used exclusively for the display of the name and location of tenants only and will be provided for at the expense of Landlord. Any additional names requested by any tenant to be displayed in the directories must be approved by Landlord, and, if approved, will be provided at the sole expense of the requesting tenant.
6. Movement in or out of the Building of furniture, office equipment, or any other bulky or heavy materials shall be restricted to such hours as Landlord designates. Landlord will determine the method and routing of said items so as to ensure the safety of all persons and property concerned. Advance written notice of intent to move such items must be made to the Building management office. The movement of such items shall be done at the sole responsibility of Tenant.
7. Landlord shall have the authority to prescribe the weight and manner that heavy furniture and equipment are positioned.
8. Passenger elevators are to be used only for the movement of persons, unless an exception is approved in advance by the Building management office.
9. Corridor doors, when not in use, shall be kept closed.
10. All tenant space that is visible from public areas must be kept neat and clean. Tenant shall not place anything or allow anything to be placed in premises near the glass of any door, partition, wall or window which may be unsightly from outside of such premises. 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 of premises, except to the extent, if any, that the character, shape, color, material and make thereof is approved by Landlord in writing in advance. Tenant shall not do any painting or decorating in the Premises without the prior written consent of Landlord.

11. All elevator lobbies are to be kept neat and clean. The disposal of trash or storage of materials in these areas is prohibited.

12. No animals shall be brought into or kept in, on or about the Building.

13. Tenant will comply with all security procedures now or hereafter established by Landlord. Landlord may restrict access to the Building (or to the halls, corridors, elevators or stairways in the Building) on weekends, on holidays and on other days from 7 p.m. to 7 a.m. of the next day.

14. Tenant shall lock all office doors leading to corridors and turn out all lights before leaving their premises unattended.

15. No flammable, explosive or otherwise hazardous fluids or materials shall be kept or used within the Building except in areas approved by Landlord. Tenant shall comply with all applicable building and fire codes and other governmental regulations relating thereto.

16. Tenant may not place any items on the window ledges of the Building or otherwise on the outside of the Building without obtaining Landlord's prior written consent.

17. No smoking is allowed in the Building or on the balconies of the Building.

18. Landlord reserves the right to rescind any of these Rules and Regulations and to make such other and further Rules and Regulations as in its reasonable judgment shall, from time to time, be required for the safety, protection, care and cleanliness of the Building, the operation thereof, the preservation of good order therein and the protection and comfort of the tenants and their agents, employees and invitees. Such Rules and Regulations, when made and written notice thereof is given to a tenant, shall be binding upon it in like manner as if originally herein prescribed.

SCHEDULE “F”
EXCLUSIVE USES

SCHEDULE "G" **WORK LETTER**

This is the Work Letter referred to in the foregoing sublease (hereinafter referred to as the "Sublease") wherein _____ ("Tenant") is leasing certain space (hereinafter referred to as the "Premises") from THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES ("Landlord") in a building owned by Landlord (hereinafter referred to as the "Building"). Capitalized terms used herein, unless otherwise defined in this Work Letter, shall have the respective meanings assigned to them in the Sublease.

Landlord and Tenant agree as follows:

1. **Landlord's Work**

Except as specified on Exhibit "1" to this Work Letter, Landlord shall have no responsibility or obligation to perform or cause to be performed any part of Tenant's Work (as hereinafter defined) and Tenant accepts delivery of the Premises "as is".

2. **Tenant's Work**

Tenant will, at its sole cost and expense, furnish, construct and install, or cause to be furnished, constructed or installed, such labor and materials as are required to complete the equipping of the Premises in accordance with the Final Plans and Specifications (as hereinafter defined); the furnishing, installation and construction of all of such improvements being herein referred to as "Tenant's Work". The parties hereby agree that all Tenant's Work shall be "new" construction and materials and that upon completion of the Tenant's Work, all such improvements shall be the property of the Landlord and shall be delivered to the Landlord free and clear of all liens, claims and encumbrances; provided, however, Landlord makes no representation or warranty, express or implied, with respect to Tenant's Work, nor shall Landlord be liable for any defect in connection with Tenant's Work. The term "Tenant's Property" shall mean all movable partitions and business and trade fixtures, machinery and equipment which are installed in the Premises by or for the account of Tenant, without expense to Landlord, and which can be removed without structural damage to the Premises. Tenant's Property may be removed from the Premises at the expiration of the term of the Sublease provided no defaults exist thereunder on the part of Tenant.

3. **Work Drawings (Plans) and Specifications of Tenant's Work**

Tenant shall have ninety (90) days from the date of execution of this Sublease by all parties to prepare, or cause to be prepared, at Tenant's sole cost and expense and present to Landlord, plans and specifications (at least two (2) sets) prepared by an architect, engineer or space planner reasonably satisfactory to Landlord, for all work to be done on and within the Premises which will comprise the Tenant's Work. Such plans shall represent complete information and dimensions necessary for the construction and finishing of the Tenant Work and related improvements required to be performed by the Tenant, including the depiction of all mechanical, electrical and structural plans required therefor and such plans shall be sealed and signed by Tenant's architect, engineer or space planner. Landlord shall have ten (10) days following Landlord's receipt of said plans and specifications within which to review the same and to take the action referred to in the next succeeding sentence. With respect to said plans and specifications, Landlord may either (a) evidence its approval by endorsement to that effect by signature or initial on one set of said plans and specifications and return said signed or

initialed set to Tenant (whereupon such approved preliminary plans and specifications shall then constitute the "Final Plans and Specifications"); or (b) refuse such approval if Landlord shall determine that such preliminary plans and specifications (i) do not conform to the reasonable standards of design, color, motif, quality of material and decor established or adopted by Landlord in the building or the complex of which the Premises are a part, and/or (ii) will subject Landlord to any additional cost or liability, or the Premises to any violation, fine, penalty or forfeiture, and/or (iii) would adversely affect the reputation, character and/or nature of the complex of which the Premises are a part, and/or (iv) would provide for or require any installation or work which is or might be unlawful or create an unsound or dangerous condition or adversely affect the structural soundness of the building of which the Premises are a part, and/or (v) interfere with or abridge the use and enjoyment of any adjoining space in any of the buildings in which the Premises are located. If Landlord refuses approval, Landlord shall advise Tenant of those revisions or corrections which Landlord requires within ten (10) days following Landlord's receipt of Tenant's complete preliminary plans and specifications, and Tenant shall, within ten (10) days thereafter, submit proposed preliminary plans and specifications, as so revised or corrected, to Landlord for its approval in accordance with this paragraph 3, within ten (10) days after submission thereof. Upon approval by Landlord of Tenant's Final Plans and Specifications, Tenant shall cause its contractor to construct all Tenant Work in a good workmanlike manner, free and clear of all liens, claims and encumbrances, and substantially in accordance with the Final Plans and Specifications. Tenant does hereby guarantee to the Landlord that Tenant shall, upon commencement of the Tenant's Work, diligently proceed to complete Tenant's Work in a good workmanlike manner free and clear of all liens and encumbrances, and substantially in accordance with the Final Plans and Specifications.

4. Completion

Tenant shall complete or cause to be completed all of Tenant's Work in accordance with the Final Plans and Specifications within one hundred eighty (180) days following the Commencement Date. Unless specifically called for by the Final Plans and Specifications, Tenant shall not make any structural modifications or alterations to any of the buildings in which the Premises are situated without Landlord's prior written consent, which consent shall not be unreasonably withheld. Tenant shall not change the Final Plans and Specifications without obtaining Landlord's prior written consent, which consent shall not be unreasonably withheld. The date required for completion of Tenant's Work as specified above shall not be delayed or extended for any delays or failure by Tenant to provide or approve any document required or Tenant's failure to perform its obligations as provided by the Sublease to which this Work Letter is attached, but such date shall be extended by the aggregate number of days of any delay caused by Landlord's unreasonable failure to approve (or wrongful delay in approving) the preliminary plans and specifications submitted by Tenant as aforesaid.

5. Liens

Tenant shall require that all contractors, subcontractors and/or suppliers performing Tenant's Work or supplying goods or materials for such work, supply to Landlord releases or waivers of lien and, in the case of the Construction Contractor, Progress Payment Affidavits and Releases of Lien and a "Contractor's Final Affidavit and Release of Lien", confirming that all labor and materials furnished, performed or installed in connection with Tenant's Work are fully paid for and that no statutory or common law lien can or will be recorded, asserted or enforced against Landlord, Tenant, the Premises, the buildings of which the Premises are a part, or the real property upon which such buildings are located.

6. Permits

Tenant shall obtain, at its expense, all necessary permits from all applicable governmental authorities in connection with Tenant's Work prior to commencement thereof on the Premises.

7. Certificates of Occupancy

To any extent required, at the completion of Tenant's Work, Tenant shall procure and exhibit to Landlord an Occupancy Permit (i.e., a so-called "Certificate of Occupancy") issued by the appropriate governmental authority.

8. Tenant's Contractors

All of Tenant's Work shall be performed by parties holding appropriate licenses and/or certificates of competency when required by applicable law. Tenant shall submit the names of all contractors, subcontractors and other parties that will be performing any part of the Tenant's Work to Landlord, and Landlord reserves the right to disapprove any such contractors, subcontractors or parties performing such work for reasonable cause and, upon such disapproval, the contractor, subcontractor or other party disapproved shall not be permitted to do or perform any portion of Tenant's Work. Tenant and/or its contractor and/or subcontractors agree to obtain and pay for all permits and comply with all building codes, ordinances, O.S.H.A. regulations, and all requirements and regulations of the appropriate fire insurance rating bureau; and Landlord's approval of the Final Plans and Specifications does not release Tenant from such obligation. Tenant agrees to require its contractors and/or subcontractors to furnish Landlord evidence of general liability and property damage insurance coverage prior to Tenant's contractors performing any part of Tenant's Work. General liability insurance referred to in the preceding sentence shall be in the amount of not less than Two Million Dollars (\$2,000,000.00) for injury to any one person and not less than Two Million Dollars (\$2,000,000.00) for injuries to more than one person in one accident. Property damage insurance shall be in the amount of not less than one hundred percent (100%) of the full contract price. Tenant agrees to indemnify, defend and hold harmless the Landlord from and against all claims, actions or damages resulting from acts or neglects of Tenant, its agents, employees and independent contractors, in the performance of Tenant's Work. Tenant shall be responsible for the daily removal from the project of all trash, rubbish and surplus materials resulting from Tenant's Work. Tenant is cautioned against leaving trash accumulated within the Premises. In the event such trash is not removed in a timely manner, Landlord may cause such trash, rubbish or surplus materials to be removed and Tenant shall pay to Landlord as additional rent an amount equal to Landlord's actual cost incurred with respect thereto.

EXHIBIT “1” TO WORK LETTER
LANDLORD’S WORK

NONE

SCHEDULE "H"
GUARANTY OF SUBLEASE

In consideration of the agreement of THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES, a public body corporate ("Landlord") to enter into that certain Sublease dated as of the _____ day of _____, 20____ (the "Sublease"), with _____, a _____ ("Tenant"), _____ and _____, jointly and severally (collectively "Guarantor"), hereby guarantee to Landlord the full and timely payment of all installments of Rent and other sums due to Landlord, its successors and assigns, under the Sublease and the full and timely performance of all the terms, conditions, provisions and covenants to be performed by Tenant under the Sublease. This Guaranty is absolute and unconditional. Guarantor agrees that Landlord shall not be first required to seek or obtain a judgment against Tenant, or institute any proceeding or take any other action with respect to Tenant, before Landlord can enforce its rights under this Guaranty. Upon any default by Tenant under the Sublease, Guarantor agrees to pay any amount due Landlord from Tenant for Rent or other sums due throughout the Term of the Sublease, and to reimburse Landlord for any costs, expenses and damages (including consequential and incidental damages) incurred by Landlord because of a breach of any term, condition, provision or covenant of the Sublease by Tenant during the Term thereof. Landlord shall have the right to proceed hereunder against Guarantor without first proceeding against Tenant or any other person liable under the Sublease.

Guarantor waives all rights to notice in connection with this Guaranty, including, but not limited to, notice of acceptance of this Guaranty by Landlord. Guarantor agrees that, with or without notice to Guarantor, Landlord may, at any time, with or without consideration, and without affecting the liability and obligations of Guarantor hereunder:

- (a) agree to any amendment, modification or assignment of the Sublease or any sub-sublease of the premises leased thereunder;
- (b) agree to any renewal or extension of the Sublease;
- (c) release any party directly or indirectly liable for the payment or performance of any of the terms, conditions, provisions and covenants of the Sublease; or
- (d) waive enforcement of the terms, conditions, provisions and covenants of the Sublease with respect to any breach or default thereunder.

WITHOUT LIMITING THE GENERALITY OF ANY OTHER WAIVER OR OTHER PROVISION SET FORTH IN THIS GUARANTY, GUARANTOR HEREBY WAIVES, TO THE MAXIMUM EXTENT SUCH WAIVER IS PERMITTED BY LAW, ANY AND ALL SURETYSHIP DEFENSES.

This Guaranty shall bind and inure to the benefit of the respective successors and assigns of Landlord and Guarantor. In the event it becomes necessary for Landlord to enforce this Guaranty by legal action, Guarantor hereby agree that jurisdiction and venue of such action shall be laid in Alachua County, Florida, and that Landlord shall be entitled to recover any and all expenses Landlord may incur in connection with such action, including reasonable attorneys' fees at or before the trial level and in any appellate proceedings.

[SIGNATURE(S) ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Guarantor has executed this Guaranty and has intended the same to be and become effective as of the date written above.

Guarantor:

SCHEDULE "I"
PARKING SCHEDULE

SCHEDULE “J”
SIGNAGE SCHEDULE