

PARKING SPACE LEASE

Dated as of March 30, 2003

Between: **BLOCK 77 DEVELOPMENT GROUP, L.C., a Florida limited liability**

company,

as Landlord

AND

SUN ATLANTIC PROPERTIES, L.L.C., a Florida limited liability company,

as Tenant

PARKING SPACE LEASE

THIS PARKING SPACE LEASE (the "Lease"), is made as of the _____ day of _____, 2003 by and between Landlord, BLOCK 77 DEVELOPMENT GROUP, L.C., a Florida limited liability company, whose address is 5000 T-Rex Ave., Suite 150, Boca Raton, FL 33431 (the "Landlord"), owning, controlling or under contract to purchase or acquire fee simple title to a parcel of real property constituting the "Parking Garage Parcel" described on Exhibit A hereto, and SUN ATLANTIC PROPERTIES, L.L.C., a Florida limited liability company, whose address is 110 East Atlantic Ave., Suite 325, Delray Beach, FL 33444 (the "Tenant").

Description of Parking Spaces:

Sixty (60) full-time and forty (40) part-time vehicular parking spaces approximately nine (9) feet wide and eighteen (18) feet long (collectively the "Parking Spaces") located in the structured parking facility (the "Parking Garage Parcel") contemplated to be constructed by Landlord on the described Exhibit A hereto the "Parking Garage Parcel". A parking plan identifying the location of the Parking Spaces is attached hereto as part of Exhibit A-1 ("Parking Plan"). Appurtenant to the Lease of the Parking Spaces shall be a license granted by Landlord to Tenant to utilize, on a non-exclusive basis, vehicular and pedestrian ingress and egress to the Parking Spaces as same may exist from time to time, as determined by Landlord, to and from the Parking Spaces and a public street, as such areas may exist from time to time, subject to reconfiguration if required by and in accordance with applicable governmental regulations or by Landlord to the extent provided herein.

WITNESSETH:

1. **Lease:** Landlord hereby leases the Parking Spaces to Tenant, and Tenant hereby leases the Parking Spaces from Landlord, upon the terms and conditions hereafter set forth. Tenant is the owner of the real property and improvements known as the "Sun Building" more particularly described on Exhibit B attached hereto and made a part hereof. It shall be a specific condition precedent to this Lease that the City of Delray Beach, Florida ("City") delivers to Tenant a confirmation certifying that the Parking Spaces leased to Tenant under this Lease shall provide Tenant with not less than the City's minimum requirement for parking necessary for Tenants of the Sun Building.

2. **Term:** Term shall mean and refer to the period of time commencing upon the date of the Closing of the exchange transaction between the parties hereto described in that certain Exchange Agreement, dated June 26, 2002, between the parties hereto ("Commencement Date") in conjunction with Landlord's development of a structured residential apartment building and amenities together with a commercial feature under the regulations of the Community Redevelopment Agency of the City of Delray Beach ("City") which development to be known as "Worthing Place" upon real property having a legal description as described on Exhibit C attached hereto and made a part hereof ("Project") and ending ninety-nine (99) years therefrom or earlier termination of this Lease. Tenant shall have the use of the Parking Spaces as herein

provided subject to the terms of this Lease from the Commencement Date through the term of the Lease.

3. **Lease Year:** A Lease Year shall mean and refer to a period of twelve (12) full calendar months. The first Lease Year shall commence on the Commencement Date and shall terminate on the last day of the month, which is twelfth (12th) full calendar month thereafter. The last Lease Year shall end on the expiration of the Term or earlier termination of this Lease.

4. **Tenant Payments:** Throughout the Term, Tenant agrees to pay to Landlord, without any prior demand required therefor and without any setoffs or deductions whatsoever, all monies which pursuant to the terms of this Lease are to be paid to Landlord by Tenant (collectively, "Tenant Payments"). If any Tenant Payments are not received by Landlord within ten (10) days from when it is due, time being of the essence for all Tenant Payments, Landlord shall charge Tenant a late charge equal to three (3%) percent of the late Tenant Payment (or portion thereof). In addition, if any Tenant Payments are not received by Landlord after ten (10) days of the date due, interest at the "prime rate" of New York City banks most recently published in The Wall Street Journal plus two percent (2%) (but in no event greater than the highest non-usurious rate allowed by law) [collectively the "Default Rate"] shall accrue and be due and payable by Tenant to Landlord from the eleventh (11th) day after such Tenant Payment was due until such payment or monies are received by Landlord. Notwithstanding that Paragraph 10.A.(1) hereof requires a written demand from Landlord to Tenant to cause Tenant's failure to timely make a Tenant Payment to be an "Event of Default" hereunder, no notice from Landlord to Tenant shall be required to invoke late charges and interest at the Default Rate upon any delinquent Tenant Payment.

Tenant shall pay Tenant's share of the Operating Expenses of the Parking Garage Parcel as hereinafter defined. The Tenant's Share shall be that percentage of all parking spaces in the Parking Garage Parcel computed by multiplying by one hundred (100), the fraction the numerator of which shall be eighty (80) (i.e. sixty (60) full time and one-half (½) (i.e. 20) of the forty (40) Part-Time parking spaces leased to Tenant and the denominator of which is all the total of the Parking Spaces in the Parking Garage Parcel. The hereinabove referenced expenses incurred in the operation and maintenance of the Parking Garage Parcel ("Operating Expenses") shall include all expenses incurred in the ownership, operation, management, maintenance, repair and security of the Parking Garage Parcel and the Parking Garage Parcel, but not be limited to, electricity, elevator maintenance, clean-up crews, management, insurance, real estate taxes and impositions to the extent assessed and imposed on the Parking Garage Parcel or any portion thereof by virtue of this Lease, security services, utilities, cleaning, non-capital repairs and general maintenance, janitorial, maintenance, personnel and other services, operating expenses, reserves, and the like. It is hereby stipulated that following the issuance of a Certificate of Completion for the Parking Garage Parcel, Landlord shall convey the Parking Garage Parcel to the City and assign this Lease to the City. Tenant acknowledges that the City shall not be responsible for nor pay ad valorem taxes. However, notwithstanding the foregoing, Tenant acknowledges that should the Parking Garage Parcel be subject to ad valorem taxes, Tenant agrees that it shall be subject to payment of ad valorem taxes. Tenant shall be responsible for the payment of all said taxes unless the City shall have leased, licensed or otherwise granted utilization of some or all of the remaining Parking Spaces in the Parking Garage Parcel, in which case the responsibility of Tenant to pay ad valorem taxes shall be ratably proportioned with other such lessees or licensees of City in the Parking Garage Parcel provided such tenant(s) or licensee(s) are not exempt from the payment of taxes. In the event that ad valorem taxes are billed directly to Tenant, Tenant shall, in each year during the term, provide to Lessor proof of payment of all real-estate or other taxes imposed upon Tenant and attributable to the Leased Spaces not later than the 31st day of December of each year

during the Term. In the event of the termination of this Agreement, absent a default by Landlord, its successors or assigns, the obligations of Landlord hereunder shall be canceled and be of no further effect. In addition to its share of the Leased Spaces, Tenant shall be solely responsible for the payment to Lessor of Florida state sales tax incurred and payable pursuant to this Lease to a tenant or licensee that is not exempt from the payment of taxes.

5. **Use of Parking Spaces:** The Parking Spaces shall be utilized by Tenant and "Tenant's Representatives" (defined as Tenant's subsidiaries and affiliates of Tenant and its subtenants, Tenant's officers, partners, directors, attorneys, shareholders, employees, subtenants, agents, and invitees, as well as its subtenant's agents and invitees, and the attorneys and agents of all of the foregoing) for the parking of motor vehicles only in accordance with all applicable governmental regulations and such commercially reasonable rules and regulations relating to safety, noise, maintenance and the general use of the Parking Garage Parcel and the Parking Garage Parcel adopted by Landlord from time to time which regulations shall be commercially reasonable and similar in nature to those implemented in comparable facilities located in Palm Beach County, Florida. Notwithstanding anything contained to the contrary herein, Tenant acknowledges that the City's handicapped parking requirements may require that the unqualified use of certain of the one hundred (100) Parking Spaces be reduced accordingly to add additional or larger handicapped parking spaces which will conform to the City's mandate, in which case the maximum number of handicapped parking spaces allocated or assigned among the Part-Time Parking Spaces shall be two (2) and, as to the Full-Time Parking Spaces the maximum allocation for handicapped spaces shall be two (2).

A. **Specific Purpose:** Tenant and Tenant's Representatives shall use the Parking Spaces solely for the purposes specified in this Paragraph 5, or elsewhere in this Lease, and shall not use or permit the Parking Spaces to be used for any other purpose.

B. **Safe Use of Parking Spaces:** Tenant agrees to make (and cause Tenant's Representatives to make) no unlawful, offensive or noxious use of the Parking Spaces. Trash must be properly disposed in receptacles designated for such purpose. No explosives, firearms, volatile or flammable chemicals shall be stored on the Parking Spaces. Tenant agrees to comply and cause Tenant's Representatives (including any valet services) to comply at all times with commercially reasonable rules and regulations relating to safety, noise, maintenance and the general use of the Project, as the case may be, adopted by Landlord from time to time similar in nature to those adopted in comparable facilities located in the City and Palm Beach County, Florida, including, but not limited to, reasonable speed and noise restrictions including such measures designed to regulate the speed and type of traffic over driveways by, among other things, signs and speed bumps, which rules and regulations shall be uniformly applied to and enforced against all users of the applicable parking area ("Rules and Regulations"). Tenant agrees that all contracts it may execute with third-party providers of valet services as provided under this Lease state that if such provider (or Tenant on behalf of such provider) has received from Landlord a total of five (5) or more notices of violation thereof during any Lease Year, Tenant shall have the right to terminate such contract upon written demand of Landlord.

C. **Prohibited Uses:** Except as otherwise specifically provided in this Lease, Tenant shall not cause or permit use of the Parking Spaces for any use other than motor vehicle parking in accordance with Governmental Regulations and in accordance with the Rules and Regulations. Excluding ordinary maintenance, Tenant shall be prohibited from making any alteration to the Parking Spaces without Landlord's prior written consent. At the discretion and sole risk of Tenant for which Tenant shall indemnify, defend and hold Landlord harmless, Tenant may cause any vehicles improperly parked upon the Parking Spaces leased to Tenant to be towed

provided that proper notices are posted by Tenant and the towing companies comply with the requirements of all applicable governmental authorities, giving regard to the non-exclusive use by Landlord of the Part-Time Parking Spaces. Furthermore, if permitted by applicable governmental authorities, Tenant may place temporary, removable barriers (such as cones or pull-across visible chains), within those portions of the Parking Garage Parcel as to the Full-Time Spaces and, as to the Part-Time Spaces, during those days and times during which the Part-Time Spaces are subject to the exclusive use of Tenant restricting certain or all of the Parking Spaces to a valet parking program, in which a greater number of vehicles than the Parking Spaces designed may be parked within the Parking Spaces. Notwithstanding the foregoing, however, no such placement of cones, pull-cords, chains or other apparatus or the afore-contemplated method of stacking vehicles within the Parking Spaces shall interfere with, impede or obstruct the use of any other Parking Spaces or the free flow of traffic within the Parking Garage Parcel.

6. Compliance with Environmental Laws:

A. Landlord and Tenant shall abide by all "Environmental Laws" (as hereinafter defined). Tenant shall cause all other persons occupying or using the Parking Spaces to comply with all such Environmental Laws. Landlord and Tenant shall not, except with proper handling and storage of cleaning or repair products, generate, use, treat, store, handle, release or dispose of or permit the generation, use, treatment, storage, handling, release or disposal of Hazardous Materials on the Parking Spaces or any other portion of the Parking Garage Parcel.

B. Tenant shall indemnify and hold harmless Landlord and all superior lessors and superior mortgagees and its and their respective partners, directors, officers, agents and employees (the "Indemnified Parties") from and against any and all claims arising from or in connection with any act, omission or negligence of Tenant or Tenant's Representatives relating to or arising out of the disposal of Hazardous Materials upon the Parking Spaces, or any other portion of the Parking Garage Parcel by the Tenant or Tenant's Representatives. In the event any Indemnified Parties shall be made party to any litigation or proceeding giving rise to the indemnification provided in this Paragraph 6 commenced by a party other than Tenant or against Tenant, then Tenant shall protect, indemnify and hold harmless the Indemnified Parties and Tenant shall pay all reasonable attorney's fees and costs (both trial and appellate fees) incurred or paid by such Indemnified Party in connection with such litigation or proceeding.

C. If at any time during the term of this Lease any contamination of the Parking Spaces or any other portion of the Parking Garage Parcel by Hazardous Materials shall occur caused by Landlord, Landlord's Representative [defined as Landlord's partners, officers, directors, attorneys, employees, representatives, agents, contractors, subcontractors, successors, assigns, tenants, subtenants, concessionaires (including valet services) and invitees, and attorneys and agents of any of the foregoing] or parties other than Tenant and Tenant's Representatives (or if contamination occurred prior to the term of this Lease regardless of whether caused by Landlord or Landlord's Representatives), Landlord shall promptly and diligently perform at Landlord's expense such environmental remediation required by applicable governmental authorities. If such contamination or the remediation of such contamination prevents Tenant's use of any of the Parking Spaces, Tenant Payments shall be abated (or proportionately abated if all the Parking Spaces are not affected) from the date such Parking Spaces were rendered unusable until the environmental remediation renders the Parking Spaces tenantable. In all events during any period of remediation, if more than ten (10) Parking Spaces are rendered unusable, Landlord shall make up for the unusable Parking Spaces and Landlord shall temporarily assign to Tenant the use of other useable parking spaces within the Parking Garage Parcel, if available or if none are available within the Parking Garage Parcel then, any such substitute for Full-Time

Parking Spaces shall be located within a one hundred (100) foot radius and any substitute for Part-Time Parking Spaces within a two hundred (200) foot radius of the entrance to the Sun Building during the course of remediation, to compensate for the Parking Spaces rendered unusable, it being the intent of Landlord and Tenant that if more than ten (10) Parking Spaces are rendered unusable by contamination, other than as caused by Tenant, for more than ten (10) consecutive Business Days, such Parking Spaces shall be temporarily substituted for by any other useable parking spaces within the Parking Garage Parcel, or if any such spaces are not available, any such substitute for Full-Time Parking Spaces shall be located within a one hundred (100) foot radius and any substitute for Part-Time Parking Spaces within a two hundred (200) foot radius of the entrance to the Sun Building, such right of Tenant being superior under such circumstances to the rights of any other tenants of the Parking Garage Parcel.

D. For purposes of this Lease, "Hazardous Materials" shall mean any material, substance or waste that is or has the characteristic of being hazardous, toxic, ignitable, reactive or corrosive, including, without limitation, petroleum or petroleum products, PCB's asbestos, materials known to cause cancer or reproductive problems and those materials, substances and/or wastes including infectious waste, medical waste and potentially infectious biomedical waste, which are or later become regulated by any local governmental authority, the State of Florida or the United States Government, including, but not limited to, substances defined as "hazardous substances," "hazardous materials," "toxic substances" or "hazardous wastes" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.; all corresponding and related State of Florida and local Statutes, ordinances and regulations, including without limitation any dealing with underground storage tanks; and in any other environmental law, regulation or ordinance now existing or hereinafter enacted (collectively, "Environmental Laws").

E. If at any time during the term of this Lease any contamination of the Parking Spaces or any other portion of the Parking Garage Parcel by Hazardous Materials shall occur where such contamination is caused by the act or omission of Tenant or Tenant's Representatives ("Tenant Contamination") then Tenant at its sole cost and expense, shall promptly and diligently remove such Hazardous Materials from the Parking Spaces or any other portion of the Parking Garage Parcel or the groundwater underlying the Parking Spaces, or any other portion of the Parking Garage Parcel to the extent reasonably possible in accordance with the requirements of the applicable Hazardous Materials Laws and industry standards then prevailing in the Hazardous Materials management and remediation industry in Florida. However, Tenant shall not take any required remedial action in response to any Tenant's Contamination in or about the Parking Spaces or any other portion of the Parking Garage Parcel or enter into any settlement agreement, consent, decree or other compromise in respect to any claims relating to any Tenant's Contamination without first notifying Landlord of Tenant's intention to do so and affording Landlord the opportunity to appear, intervene or otherwise appropriately assert and protect their interests with respect thereto. In addition to all other rights and remedies of the Landlord hereunder, if Tenant does not promptly and diligently take all steps to prepare and obtain all necessary approvals of a remediation plan for any Tenant's Contamination and thereafter commence the required remediation of any Hazardous Materials released or discharged in connection with Tenant's Contamination within sixty (60) days after Landlord reasonably approved Tenant's remediation plan and all necessary approvals and consents have been obtained and thereafter continue to prosecute said remediation to completion in accordance with the approved remediation plan, then Landlord, at its sole discretion, shall have the right, but not the obligation, to cause said remediation to be accomplished, and Tenant shall reimburse, within

thirty (30) business days of demand for reimbursement, all amounts reasonably paid by Landlord when said demand is accompanied by proof of payment of the amounts demanded. Tenant shall promptly deliver to Landlord copies of hazardous waste manifests reflecting the legal and proper disposal of all Hazardous Materials removed from the Parking Spaces or any other portion of the Parking Garage Parcel as part of Tenant's remediation of any Tenant's Contamination. The inability of Tenant to use any Parking Space which has been rendered unusable or untenable by virtue of contamination arising pursuant to this Subsection E, shall not avail Tenant any substitute or alternate parking spaces, or an abatement of rent as to any such affected Parking Spaces.

F. Each party hereto (for purposes of this Section, "Notifying Party") shall immediately notify the other party (the "Notice Recipient") in writing of: (i) any enforcement, clean-up, removal or other governmental or regulatory action instituted, contemplated or threatened concerning the Parking Spaces or any other portion of the Parking Garage Parcel pursuant to any Environmental Laws; (ii) any claim made or threatened by any person against the Notifying Party or the Parking Spaces or any other portion of the Parking Garage Parcel relating to damage contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Materials on or about the Parking Spaces or any other portion of the Parking Garage Parcel; and (iii) any reports made to any environmental agency arising out of or in connection with any Hazardous Materials in or removed from the Parking Spaces or any other portion of the Parking Garage Parcel including any complaints, notices, warnings or asserted violations in connection therewith, all upon receipt by the Notifying Party of actual knowledge of any of the foregoing matters. Notifying Party shall also supply to Notice Recipient as promptly as possible, and in any event within ten (10) business days after Notifying Party first receives or send the same, with copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Parking Spaces or Tenant's use thereof.

7. **Rights Reserved to Landlord:** Landlord reserves the following rights in addition to all others contained in this Lease with respect to the Parking Spaces:

A. **Maintenance:** Landlord shall maintain the Parking Spaces and the Parking Garage Parcel in accordance with governmental regulations and the safe and clean standards of like parking facilities in the City and Landlord shall be liable to Tenant or Tenant's Representatives for any failures to make repairs in a commercially timely manner. However, Landlord shall not be responsible for any maintenance of the Parking Spaces which shall be in excess of standard office building type maintenance such as, but not limited to, maintenance incurred by or through Tenant's valet services or its restaurant customers and any such non-standard maintenance shall be performed by Tenant immediately upon notice to Tenant. Should Tenant fail to immediately provide the additional maintenance obligations as described in the preceding sentence, Landlord may, but shall not be obligated to, perform such additional maintenance at Tenant's cost which shall be paid by Tenant within fifteen (15) days of invoice; failing which payment Tenant shall be subject to the late fees provisions and default provisions of this Lease.

8. **Insurance, Casualty and Condemnation:**

A. **Tenant's Insurance:** During the Term of this Lease, Tenant shall keep in force at its expense, subject to Landlord's approval, Commercial General Liability insurance and indemnity coverage against on an occurrence basis with minimum limits of liability in the aggregate annual amount of One Million Dollars (\$1,000,000.00) for bodily injury, personal injury or death, One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars

(\$2,000,000.00) or the highest insurable value, whichever is less, for all damage to property, including "all risk" casualty insurance including but not limited to extended coverage, vandalism, theft, malicious mischief, windstorm, flood and fire. Landlord and Tenant's mortgagee, their respective successors and/or assigns, shall be named as additional insureds and loss payees in accordance with their respective interests on all such insurance, and such insurance shall provide that same may not be canceled without at least thirty (30) days written notice to Landlord. Tenant shall provide certificates of such insurance within five (5) days after the date of this Lease, and shall from time to time at the request of Landlord provide evidence that such insurance is in force. Tenant shall be required to obtain Worker's Compensation Insurance as required by Florida Statute. All policies shall be subject to the reasonable approval of Landlord (and its mortgagee) and shall contain waivers of subrogation against the Landlord, its agents or employees. The failure of Tenant to maintain the herein mandatory insurance in place at all times during this Lease shall constitute a default by Tenant.

B. Landlord's Insurance: Tenant shall have no rights in any policy or policies maintained by Landlord, if any, and shall not be entitled to be a named insured thereunder.

C. Destruction or Damage: If the Parking Spaces shall be damaged or destroyed by fire or other casualty, except as otherwise provided herein, Landlord shall use commercially reasonable efforts within a commercially reasonable time to repair and restore the same to substantially the same condition thereof existing immediately prior to such damage or destruction, exclusive of any Tenant improvements, but in no event shall Tenant be provided upon restoration with less than the number and type of Parking Spaces (including restrictions as to handicapped parking spaces allocated to the Parking Spaces described herein) provided to Tenant on the Commencement Date. If Landlord receives insurance proceeds to rebuild and Landlord elects to rebuild the Parking Garage Parcel, Landlord shall have eighteen (18) months to rebuild the Parking Garage Parcel (but if less than near total destruction, then a commercially reasonable time to substantially repair and restore the Parking Spaces). In the event Landlord elects not to rebuild the Project for any reason, Landlord shall provide to Tenant permanent replacement parking spaces in equal numbers as to full time and part time parking spaces (including restrictions as to handicapped parking spaces allocated to the Parking Spaces described herein) to the Parking Spaces located in the Parking Garage Parcel. In all events, during any period of restoration Landlord shall have the obligation to provide to Tenant immediately following the event of any destruction or damage (except, however, in the case of force majeure not limited only to the Parking Garage Parcel) and during any period, parking spaces within a radius of one hundred (100) feet as to any Full-Time Parking Spaces and with a radius of two hundred (200) feet for any Part-Time Parking Spaces of the entrance of the Parking Garage Parcel to replace the damaged or destroyed Parking Spaces. Nothing contained herein shall limit the ability of Landlord to make emergency repairs to the Project in an expeditious manner, and Tenant shall have no claim against Landlord if such emergency repairs cause the loss of use of any Parking Spaces providing Landlord expeditiously causes such emergency repairs to be completed.

D. Rent Abatement: If by reason of fire or other casualty any of the Parking Spaces are rendered wholly unusable, the Tenant Payments (and any Tenant's Share of Operating Expenses) shall be fully abated from and after such casualty, or if only partially damaged, shall be abated proportionately as to that portion of the Parking Spaces rendered unusable until use of the Parking Spaces have been restored. In the event only a portion of the Parking Spaces are rendered unusable, Landlord shall immediately upon the Parking Spaces being rendered unusable: (i) allow Tenant to utilize as many of the undamaged leased Parking Spaces as feasible during the course of reconstruction, and (ii) temporarily assign to Tenant the use of other useable parking

spaces within the Parking Garage Parcel, or if none, within the Project or if none, any such substitute for Full-Time Parking Spaces shall be located within a one hundred (100) foot radius and any substitute for Part-Time Parking Spaces within a two hundred (200) foot radius of the entrance of the Parking Garage Parcel during the course of reconstruction to substitute for the Parking Spaces rendered unusable, it being the intent of Landlord and Tenant that if any Parking Spaces are rendered unusable by fire or other casualty, such Parking Spaces shall be substituted for any other useable parking spaces within the Parking Garage Parcel, or if none, within the Project or if none, any such substitute for Full-Time Parking Spaces shall be located within a one hundred (100) foot radius and any substitute for Part-Time Parking Spaces within a two hundred (200) foot radius of the entrance of the Sun Building, such right of Tenant being superior under such circumstances to the rights of any other users of the Parking Garage Parcel. If such damage or other casualty shall be caused by the gross negligence or willful misconduct of Tenant or Tenant's Representatives, there shall be no substitution of Parking Spaces or abatement of Tenant Payments.

E. Requirements of Landlord's and Mortgagee: Tenant recognizes that Landlord shall have the right to mortgage, ground lease or transfer by deed of trust, Landlord's fee simple interest in the Parking Garage Parcel (which lien may also encumber additional real property owned or leased by Landlord) with any institutional or non-institutional mortgagee or any third party at any time or times during the Term of this Lease without prior notice to Tenant and without obtaining the prior consent of Tenant. Landlord shall forward to Tenant a duplicate original of the mortgage, together with a written notice setting forth the name and address of the mortgagee. Until the time that any mortgage shall be satisfied of record, the following provisions shall apply:

a. In case Landlord shall default under any of the provisions of this Lease, the mortgagee shall have the right to cure such default. Tenant shall accept such performance on the part of the mortgagee as though the same had been done or performed by Landlord.

b. Within ten (10) days after written request by Landlord or by Landlord's mortgagee, Tenant agrees to deliver in recordable form a certificate to any mortgagee of Landlord or to Landlord, certifying (if such be the case): (i) the amount of rental and additional rental due under this Lease, if any, and the date to which rentals have been paid; (ii) that this Lease is in full force and effect; (iii) that Tenant has no knowledge of any default under this Lease or if any default exists, specifying the nature of the default; and (iv) that there are no defenses or offsets which may be asserted by Tenant against Landlord in respect of obligations pursuant to this Lease.

F. Condemnation:

(1) **Total:** If the whole of the Parking Spaces (or such part thereof as will render the remainder untenable in connection with Tenant's use of the Parking Spaces) shall be acquired or taken by eminent domain for any public or quasi-public use, then Landlord shall provide permanent replacement parking spaces within the Project or, if unavailable, any such substitute for Full-Time Parking Spaces shall be located within a one hundred (100) foot radius and any substitute for Part-Time Parking Spaces within a two hundred (200) foot radius of the entrance of the Parking Garage Parcel similar in number and days and hours of full-time and part-time exclusive use (including restrictions as to number of handicapped parking spaces allocated to the Parking Spaces described herein). If Tenant notices Landlord of Tenant's commercially reasonable objections to the location thereof that Landlord cannot or will not address to Tenant's reasonable satisfaction within forty five (45) days of Tenant's notice, Tenant may cancel this

Lease within sixty (60) days of receipt of Landlord's written notification to Tenant of the location of such Parking Spaces. In the event Tenant elects to cancel the Lease, Tenant may make a direct claim for compensation against the condemning authority for its loss, subject to the limitations on and restrictions against any such claimed entitlements contained in Subsection F. hereof, but shall not participate in any claim of Landlord against the condemning authority.

(2) Partial: If less than all of the Parking Spaces shall be so taken, Landlord shall perform and Tenant shall have such rights as set forth in Paragraph 8.F(1) above as to the Parking Spaces is finally divested pursuant to such condemnation proceeding.

(3) Tenant Payments Upon Termination: If this Lease is terminated as provided in this Paragraph, all Tenant Payments shall be paid by Tenant up to the date that possession is to be taken by public authority and Landlord shall make an equitable refund of any Tenant Payments paid by Tenant in advance not yet earned.

G. Award: All damages or compensation awarded or paid for any such taking shall belong to and be the property of Landlord without any participation by Tenant, whether such damages or compensation shall be awarded or paid for diminution in value of the fee or any interest of Landlord in the Parking Spaces, or in the leasehold estate created hereby and Tenant hereby expressly waives and relinquishes all claims to such award or compensation or any part thereof and of the right to participate in any such condemnation or eminent domain proceedings against the owners of any interest in the Parking Spaces, provided however, that nothing herein contained shall be construed to preclude Tenant from prosecuting any claim directly against the condemning or taking authority, but not against Landlord, for damages as may be recoverable by Tenant in Tenant's own right. Notwithstanding the foregoing and in the event of a total taking as provided in Paragraph 8.F(1) hereof and the Tenant does not elect to cancel this Lease, Tenant shall not be restricted from prosecuting its own claim directly against the condemning or taking authority and Tenant shall participate in the award and compensation obtained by Landlord under Landlord's action against the condemning or taking authority on a proportional and equitable basis but the application of Landlord's award (less Tenant's share thereof) shall be subject to the provisions of any mortgage obtained by Landlord. Each party agrees to execute and deliver to the other all instruments that may be required to effectuate the provisions of this Paragraph.

9. Construction Liens: Pursuant to Section 713.10, Florida Statutes, Tenant shall not permit any mechanic's or materialman's lien to be foreclosed against the Parking Spaces by reason of work, labor, services or materials performed by or furnished to Tenant or anyone holding any part of the Parking Spaces under Tenant. Such prohibition shall be properly set forth in the "Memorandum of Lease" (as hereinafter defined), recorded in connection with the terms hereof. If any such lien shall at any time be filed, Tenant may contest the same in good faith but Tenant shall, within thirty (30) days, after notice of the filing thereof, cause such lien to be released of record by payment, bond, order of a court of competent jurisdiction or otherwise. Nothing contained in this Lease shall be construed as a consent on the part of Landlord to subject Landlord's estate in the Parking Spaces to any lien or liability under the lien laws of the State of Florida. With respect to any construction work undertaken by Tenant, Tenant shall furnish Landlord with lien waivers from each contractor or material supplier following Tenant's completion of such construction.

10. Default:

A. Events of Default: The following shall constitute an "Event of Default" on the part of the Tenant:

(1) The failure of Tenant to pay and deliver to Landlord any Tenant Payments after same is due and within ten (10) days after written demand by Landlord or the failure of Tenant to pay and deliver to Landlord any other monies due under this Lease within ten (10) days after written demand by Landlord (unless this Lease should specifically provide a longer grace period for such type of payment).

(2) The failure of Tenant to comply with any non-monetary provision of this Lease as soon as reasonably practical and in any event no later than thirty (30) days after written demand by Landlord, except that if any non-monetary failure is not capable of being cured within such thirty (30) day period, Tenant shall be given a reasonable time to cure such failure so long as Tenant has timely commenced and thereafter diligently pursues to completely cure such failure as soon as possible.

(3) If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy act shall be filed by or against Tenant or any voluntary or involuntary proceeding in any court shall be instituted to declare Tenant insolvent or unable to pay Tenant's debts, and in the case of an involuntary petition or proceeding if same is not dismissed within ninety (90) days from the date it is filed, or if Tenant makes an assignment for the benefit of its creditors or if a receiver is appointed for any property of Tenant, or if Tenant's leasehold interest is levied upon under execution or is attached by process of law. Should Tenant, at any time during the term of this Lease, suffer or permit an involuntary or voluntary petition in bankruptcy to be filed against it, or institute a composition or an arrangement proceeding under Chapters 7, 11 or 13 of the Bankruptcy Code or as they may be amended from time to time, Tenant agrees to provide adequate protection and adequate assurance of future performance to Landlord which will include, but not be limited to, the following:

(a) All monetary and non-monetary defaults existing prior to the institution of the filing of the bankruptcy petition shall be cured within sixty (60) days of written demand made upon Tenant by Landlord, which will include all costs and attorneys' fees expended to the date of the curing of the default;

(b) The failure to perform all of the obligations of Tenant in accordance with the terms of this Lease.

If at any time during the pendency of the bankruptcy proceeding Tenant or its successor in interest fails to perform any of the monetary or non-monetary obligations required under the terms of this Lease, or fails to cure any pre-filing default, or make the additional security deposit required under the adequate protection and adequate assurance of future performance clause above, Tenant stipulates and agrees to waive its rights to notice and hearing and to allow Landlord total relief from the automatic stay under 11 U.S.C. 362 to enforce its rights under this Lease and under State law, including, but not limited to, issuance and enforcement of a judgment of eviction, writ of assistance and writ of possession.

B. Landlord's Remedies Upon an Event of Default: Upon an uncured Event of Default, as set forth above, Landlord at its option, shall have the immediate right to enter and remove all vehicles from the Parking Spaces and such vehicles may be removed and stored in a warehouse or elsewhere at the cost of, and for the account of Tenant pursuant to legal proceedings and without breaching the peace, and without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby. Should Landlord elect to re-enter as herein provided, or should Landlord take possession of the Parking Spaces pursuant to legal proceedings, Landlord may either terminate this Lease or may, from time to time without

terminating this Lease, make such alterations, improvements and repairs to the Parking Spaces as may be necessary in order to relet the Parking Spaces, and may relet the Parking Spaces or any part thereof for such term or terms (which may be for a term extending beyond the Term) and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable, and upon each such reletting all monies received by Landlord from such reletting shall be applied, first, to the payment of any indebtedness other than Tenant Payments due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such relating, including brokerage fees and reasonable attorneys' fees and costs of such alterations, improvements and repairs, third, to the payment of any Tenant Payments due and unpaid hereunder, and the residue, if any, shall be held by Landlord and applied towards the payment of future Tenant Payments due hereunder as the same may become due and payable hereunder. In no event shall Tenant have any right to any monies received by the Landlord from any reletting other than to have such monies applied toward the indebtedness of Tenant to Landlord as aforesaid, and to the extent such monies exceed any indebtedness of Tenant, same shall be the sole property of Landlord. If such rentals and other monies received from such reletting during any month is less than the Tenant Payments to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No such reentry or taking of possession of the Parking Spaces by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention is given to Tenant by Landlord. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous uncured Event of Default by written notice to Tenant. Should Landlord at any time terminate this Lease for any uncured Event of Default, in addition to the right to collect all arrearages in Tenant Payments, together with any late charges and interest at the Default Rate thereon as provided herein, Landlord may recover from Tenant (in addition to any other remedies it may have) all damages incurred by reason of such breach, including the cost of recovering and reletting the Parking Spaces as referred to above, reasonable attorneys' fees and including the worth at the time of such termination of the excess, if any, of the amount of all Tenant Payments reserved in this Lease for the remainder of the Term, over the then reasonable rental value of the Parking Spaces for the remainder of the Term, all of which amount shall be immediately due and payable from Tenant to Landlord to re-enter the Parking Spaces upon an uncured Event of Default by Tenant but Landlord may, at its option, do nothing with respect to the Parking Spaces and hold Tenant responsible for all Tenant Payments due Landlord as and when same accrue from time to time thereafter. In addition to the foregoing, if Tenant's possession of the Parking Spaces is terminated due to a monetary uncured Event of Default of Tenant, after the giving of any required notice and the expiration of any grace period, then Landlord will have the right to accelerate all of the Tenant Payment installments remaining due throughout the Term upon written notice to Tenant, whereupon same shall become due and payable immediately. Landlord's remedies hereunder are cumulative and furthermore, Landlord may, at its option, not pursue any of the remedies aforementioned and may avail itself of any other remedies available to Landlord as provided by law.

C. Landlord's Self-Help: In the event Tenant fails to perform any of its obligations under this Lease in a commercially reasonable manner, or in the event Tenant fails to pay for anything which, under the terms of this Lease, Tenant is required to pay for, Landlord shall have the right, but not the obligation, upon giving Tenant at least thirty (30) days prior written notice of its election to do so with a right to cure therein (in the event of any emergency or other threat to safety no prior notice shall be required) to perform or cause to be performed such obligations on behalf of and for the account of Tenant if Tenant has failed to do so, or to pay for Tenant's obligations if Tenant has failed to do so. In such event, Landlord's costs and expenses incurred in connection with performing or paying for any obligation of Tenant shall be paid by Tenant as an

additional Tenant Payment forthwith upon written demand by Landlord, with interest from the date Landlord incurs such expense at the Default Rate. The payment by Landlord of any obligation of Tenant shall not constitute a release of waiver of Tenant therefrom.

D. Landlord's Default: Except as otherwise provided in this Lease, Landlord shall be in default under this Lease if Landlord fails to perform any of its obligations hereunder and said failure continues unremedied for a period of thirty (30) days after written notice from Tenant to Landlord (unless such failure cannot reasonably be cured within thirty (30) days and in that event Landlord shall commence to cure said failure within the thirty (30) day period and thereafter diligently continue to cure the failure). Tenant shall have the right to set-off against any Tenant Payment any damages which Tenant may have sustained by reason of Landlord's failure to perform any of the terms, covenants or conditions contained in this Lease on its part to be performed. If Landlord is in default under this Lease, after the giving of any required notice and the expiration of any applicable grace period, Tenant's right, recourse and remedy shall be at law or in equity and may seek specific performance against Landlord, but Tenant shall not have the right to terminate this Lease or to vacate the Parking Spaces unless as a result of Landlord's default Tenant's use of the Parking Spaces is substantially and adversely affected in a commercially unreasonable manner.

11. Landlord's Lien For Rent: Tenant pledges and assigns unto Landlord all the improvements, furnishings, fixtures, equipment, and other personal property of Tenant which may be brought or put on the Parking Spaces, as security for the payment of all Tenant Payments due Landlord herein, and agrees that Landlord's lien for such payment may be enforced by distress, foreclosure or otherwise at the option of Landlord, and the Tenant agrees that such lien is granted to and vested in said Landlord. In addition, Landlord is entitled to all remedies provided under Florida Statute §83.08, and all other applicable statutes. Nothing contained herein shall be construed as granting Tenant the right to place any personal property on the Parking Spaces or any other portion of the Parking Garage Parcel unless incidental to the operation of the Parking Spaces.

12. No Waiver: The failure of Landlord to insist upon the strict performance of any provisions of this Lease, or the failure of Landlord to exercise any right, option or remedy hereby reserved shall not be construed as a waiver for the future of any such provision, right, option or remedy or as a waiver of a subsequent breach thereof. The consent or approval by Landlord of any act by Tenant requiring Landlord's consent or approval shall not be construed to waive or render unnecessary the requirement for Landlord's consent or approval of any subsequent similar act by Tenant. The receipt by Landlord of any Tenant Payment with knowledge of a breach of any provision of this Lease shall not be deemed a waiver of such breach. No provision of this Lease shall be deemed to have been waived unless such waiver shall be in writing signed by Landlord. No payment by Tenant or reserved by Landlord of a lesser amount than the Tenant Payments hereby reserved shall be deemed to be other than on account of the earliest Tenant Payment then unpaid, nor shall any endorsement or statement on any check or any letter accompanying any check or payment by Tenant be deemed an accord and satisfaction, and Landlord may accept any such check or payment without prejudice to Landlord's right to recover the balance of such Tenant Payment due or Landlord may pursue any other remedy provided in this Lease. No waiver by Landlord in favor of any other tenant or occupant of the Parking Garage Parcel shall constitute a waiver in favor of the Tenant herein.

13. Surrender of Premises: Upon the expiration of the Term or sooner termination of this Lease, Tenant agrees to quit and surrender the Parking Spaces, broom clean, in good condition and repair, reasonable wear and tear and casualty excepted, together with all keys and

combinations to locks, safes and vaults and all improvements, alteration, additions, fixtures and equipment at any time made or installed in, upon or to the interior or exterior of the Parking Spaces with Landlord's permission, all of which shall thereupon become the property of Landlord without any claim by Tenant therefor. Before surrendering the Parking Spaces, Tenant (if not in default) shall remove all of Tenant's personal property and unattached movable trade fixtures, and Tenant shall repair any damage caused thereby. If Tenant fails to remove any of Tenant's property and trade fixtures, said property shall, at the option of Landlord, either be deemed abandoned and become the exclusive property of Landlord, or Landlord shall have the right to remove said property, at the expense of Tenant, without further notice to or demand upon Tenant, and hold Tenant responsible for any and all charges and expenses incurred by Landlord. If the Parking Spaces are not so surrendered, Tenant shall indemnify Landlord against all loss or liability resulting from the delay by Tenant in so surrendering the same, including, without limitation, any claims made by any succeeding occupant founded on such delay. Tenant's obligations under this Paragraph shall survive the expiration or sooner termination of the Term.

14. **Holding Over:** Should Tenant remain in possession of the Parking Spaces after the expiration of the Term or earlier termination of this Lease, with or without the consent of Landlord, express or implied, such holding over shall, in the absence of a written agreement to the contrary, be deemed to have created and be construed to be a tenancy from month-to-month terminable on fifteen (15) days written notice by either party to the other, at the rate of Tenant Payments in effect during the Lease Year immediately preceding the expiration of the Term, and otherwise subject to all of the other terms, covenants and conditions of this Lease insofar as the same may be applicable to a month-to-month tenancy, without prejudice to any remedy which Landlord may have against Tenant for holding over unlawfully.

15. **Subletting and Assignment:**

A. **Subletting:** Tenant shall have the right to sublet all or a portion of the Parking Spaces herein leased to Tenant, provided, however, that each subtenant shall agree in a writing for the benefit of Landlord to be bound by the terms of this Lease and further provided, that any such subtenant's proposed use of the Parking Garage Parcel or Parking Spaces shall not be contrary to applicable ordinance or constitute a prohibited use under applicable law, code, or ordinance. A sublet of any or all of the Parking Spaces shall not constitute a release by Tenant of any of Tenant's obligations under this Lease and Landlord shall not be deemed to be in privity with the subtenant by virtue of said sublease. Tenant shall provide Landlord with a writing, identifying each subtenant, its address, telephone number and contact person together with an identification of the Parking Space number(s) being sublet and identifying whether the sublet is on a full-time or part-time basis, as applicable. The ability of Tenant to sublease any or all of Tenant's Parking Spaces herein leased, does not constitute an opinion or representation by Landlord that a sublease of any or all of the Parking Spaces leased to Tenant will not constitute a violation of Tenant of applicable City ordinances pertaining to the minimum number of Parking Spaces required available to Tenants of the Sun Atlantic Building.

B. **Assignment:** Upon a sale of the Sun Building, Tenant shall have the right to assign the Parking Spaces together with the vehicular and pedestrian ingress and egress appurtenant thereto in accordance with the provisions herein. Any such assignee shall be bound to comply with all terms of this Lease, including the Rules and Regulations. Each assignee shall, as pre-requisite to the assignment, execute a joinder in this Lease agreeing to be bound to and comply with the terms of this Lease, including the Rules and Regulations. Provided Tenant is not in default under this Lease at the time of the assignment or, alternatively, the assignment

constitutes a cure of any pending default, Tenant shall be released from any obligations under this Lease as of the date of the assignee's joinder in this Lease.

C. No Waiver: The provisions of Sections 15.A and 15.B above are neither intended as nor to be construed as waiving or mitigating any minimum parking space requirements under the City's Code of Ordinances for parking spaces serving the Sun Building.

16. Subordination and Attornment:

A. Subordination: This Lease is subordinate to all existing covenants, declarations of covenants, restrictions, easements and encumbrances existing as of the date of this Lease affecting the Parking Garage Parcel and the pedestrian and vehicular ingress and egress appurtenant same, more particularly set forth on Exhibit E hereto, and such future covenants, declarations of covenants, restrictions, liens, easements and encumbrances affecting the fee title to the Parking Spaces, which, if not adopted to give effect to a right of Landlord specifically reserved in this Lease, shall not cause Tenant's use of the Parking Spaces to be substantially and adversely affected in a commercially unreasonable manner. Additionally, this Lease shall be subject to and subordinate to the lien of any mortgages or any other method of financing or refinancing in any amounts, now and hereafter in force, and all advances thereon, which may be placed against or affect all or a portion of the Parking Spaces, and to any modifications, consolidations, participations, replacements and extensions thereof. This clause shall be self-operative, and no further instrument of subordination shall be necessary to effectuate such subordination; however, such subordination shall be subject to the execution by Tenant, Landlord and such lender of a subordination, non-disturbance and attornment Agreement ("SNDA") in a form currently used by national institutional lenders. Should Landlord or mortgagee desire confirmation of such subordination, then Tenant, within ten (10) days following Landlord's written request therefor, agrees to execute and deliver, without charge, any and all documents, including, but not limited to, the SNDA. In the event Tenant does not timely execute and delivery said SNDA to Landlord, Tenant hereby irrevocably constitutes and appoints Landlord as the attorney-in-fact for Tenant to execute said SNDA for and on behalf of Tenant.

B. Attornment: Tenant acknowledges advice by Landlord that the Parking Garage Parcel is to be conveyed by Landlord to the City and this Lease, assigned to and assumed by the City upon the issuance of a Certificate of Completion for the Parking Garage Parcel. Notwithstanding any other provision of this Lease, all rights of Landlord, including property rights and the rights in this Lease are freely saleable, transferable and conveyable to the City and thereafter by the City. Tenant agrees that in the event of a sale, transfer and/or assignment of Landlord's interest in the Parking Garage Parcel, Parking Garage Parcel and/or this Lease, as the case may be, or in the event any proceedings are brought for the foreclosure of or for the exercise of any power of sale under any mortgage made by Landlord encumbering the Parking Spaces or any other portion of the Parking Garage Parcel, as the case may be, to attorn to and to recognize the City or such other transferee, purchaser or mortgagee as landlord under this Lease provided such party agrees to and acknowledges this Lease in writing and to provide a non-disturbance covenant to the Tenant.

17. **Quiet Enjoyment:** Tenant, upon paying the rents herein reserved and performing and observing all of the other terms, covenants and conditions of this Lease on Tenant's part to be performed and observed, shall peaceably and quietly have, hold and enjoy the Parking Spaces during the Term, subject, nevertheless, to the terms of this Lease, and to any mortgages, agreements and encumbrances to which this Lease is or may be subordinated.

18. **Indemnity:** Except for claims caused by the gross negligence or willful misconduct of Landlord or Landlord's Representatives, Tenant shall indemnify, defend and hold harmless Landlord and Landlord's Representatives from and against any and all claims, demands, causes of action, judgments, costs and expenses and all losses and damages (including consequential and punitive damages) arising from Tenant's use of the Parking Spaces or from the conduct of its business or from any activity, work, or other acts or things done by Landlord or Landlord's Representatives, permitted or suffered by Tenant in or about the Parking Spaces or any other portion of the Parking-Garage Parcel, as the case may be, and shall further indemnify, defend and hold harmless Landlord and Landlord's Representatives from and against any and all claims arising from any Event of Default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act, omission or gross negligence or willful or criminal misconduct of Tenant, or any officer, agent, employee, independent contractor, guest, or invitee thereof, and from all costs, reasonable attorneys' fees and disbursements, and liabilities incurred in the defense of any such claim or any action or proceeding which may be brought against, out of or in any way related to this Lease. If any legal proceedings are brought against Landlord by reason of any of the foregoing, Tenant will, at its expense and upon written demand by Landlord, defend such proceedings by counsel approved by Landlord, except that if such proceedings are commenced by Tenant, Tenant shall pay Landlord's reasonable attorney's fees if Landlord is the prevailing party in such proceedings. The provisions of this Section shall survive the expiration or sooner termination of this Lease.

19. **Parking Space Location, Specifications and Valet Parking:**

A. **Parking Space Location:** Landlord shall provide the Parking Spaces on the first parking level (closest to ground level) of the Parking Project, subject to governmental requirements regarding the use of handicapped spaces or other requirements imposed by governmental authorities upon the Project which may require such Parking Spaces to be located on the second parking level or next available parking level(s) per Exhibit "A-1". In the event the Parking Spaces exceed the number of parking spaces constructed on the first parking level of the Project, after compliance with all rules, regulations and development criteria required by any governmental agency, including the number of spaces required in accordance with the American Disabilities Act, the additional Parking Spaces shall be located on the next available parking level(s) of the Project until all the Parking Spaces to which Tenant is entitled are provided, the foregoing provision superceding any contrary provision in this Paragraph 19. The actual location of the Parking Spaces upon a level may be relocated within such level from time to time by Landlord provided Tenant shall agree in advance, in writing, at Tenant's sole discretion, as circumstances warrant, provided that wherever located, the Parking Spaces shall be identified by signage reflecting the days and time that the Part-Time Spaces are reserved to the exclusive use of Tenant and advising that the Full-Time Parking Spaces are exclusively reserved by Tenant on a 24-hour per day seven-day per week basis. Landlord reserves the right to charge other users of the Parking Garage Parcel parking fees by a "gated" control system or multiple gate control system or such other manner not unreasonably interfering with the use of (and access to and from) the Parking Spaces by Tenant and Tenant's Representatives. Such right of Landlord also includes any alterations, changes, demolition and rebuilding in any combination from time to time during the Term of this Lease as desired by Landlord.

B. Valet Parking: Subject to applicable governmental requirements and Tenant's receipt of approval for same, from all governmental authorities having jurisdiction, Tenant may use, at its option, the Full-Time Parking Spaces at any time, and, during those specified days and times the Part-Time Parking Spaces are for the exclusive use of Tenant, for valet parking purposes so as to "stack" the parking of cars to accommodate more than the maximum of one hundred (100) cars in the Parking Spaces on a one car per space ratio. However, no such "stacking" use of the Parking Spaces by Tenant shall constitute an obstruction or hindrance of access to the other parking spaces in the Parking Garage Parcel or with the free flow traffic within the Parking Garage Parcel. The cost of providing such valet parking shall be at the sole expense of Tenant. Tenant will use its best effort to ensure at all times that Tenant's Representatives use only those parking spaces designated for Tenant's use as the Parking Spaces by signage paid for by Tenant and approved by Landlord. Landlord shall not be responsible for monitoring the use of the Parking Spaces designated for Tenant's use, it being the responsibility of Tenant at Tenant's expense to monitor the use of the Parking Spaces and to ensure that at all times Tenant's Representatives utilize only the Parking Spaces designated for Tenant's use. Landlord may provide Tenant with written notice of any parking violations. Landlord reserves the right to cause improperly parked vehicles to be towed at the expense of the owner of the vehicle providing that proper notices are posted by Landlord and the towing companies comply with the requirements of all applicable governmental authorities. Valet service procedures shall be subject to such reasonable rule, regulations, indemnifications and insurance requirements as is reasonably customary in similar situations.

C. Modifications to Parking Spaces: Landlord shall have the right from time to time, without obligation to do so, except as required by law, to change or modify and add to or subtract from the sizes, locations, shapes and arrangements of parking areas, entrances, exits, and parking aisle alignments within the Project; establish appropriate provisions for ticket validating, adopt a "gated" control system or a multiple gate control system or other parking control system, restrict and regulate vehicular and/or pedestrian entrances and exits, add or subtract from the number of parking spaces contained within the Parking Garage Parcel, provided, however, that the number of Parking Spaces subject to this Lease are not decreased; in number or the exclusive utilization as to days and hours reserved to Tenant and do and perform such other acts in and to the Parking Garage Parcel as Landlord in its sole discretion, reasonably applied, deems advisable provided that Landlord shall keep any modifications to pedestrian ingress and egress to a commercially reasonable minimum so as not to materially increase the distance to be traveled on foot from the pedestrian entrances and exits of the Parking Garage Parcel to the Sun Building. Landlord shall have the right to designate which individual parking spaces on the applicable parking level it desires Tenant to use as the Parking Spaces, provided the foregoing requirements for parking levels are met.

D. Maintenance by Landlord: Landlord shall be responsible for the manner of maintenance of the Parking Garage Parcel and Parking Garage Parcel. Landlord shall use commercially reasonable efforts to keep fees or costs paid to third parties comprising Operating Expenses at a commercially reasonable level. Landlord shall be the sole determinant of the type and amount of security services to be provided, if any. Landlord shall have the right to interrupt or disturb said parking areas, entrances and exits, access drives and sidewalks serving the Parking Garage Parcel, including, but not limited to, the Parking Spaces as shall be reasonably necessary to effect maintenance, repairs, or reconstruction thereof (if possible limiting work to weekdays); and, when applicable, to avoid, mitigate or address any emergency and to avoid loss or injury to persons or property, provided, however, Landlord shall provide Tenant with reasonable prior written notice of such interruption or disturbance (except in the case of emergency maintenance

or repairs), and Landlord shall exercise reasonable efforts to minimize interruption or disturbance of the use and occupancy of the Parking Spaces by Tenant during such interruption.

E. Specifications of Parking Spaces: Landlord shall provide (a) sixty (60) "Full-Time" Parking Spaces of the one hundred (100) Parking Spaces for Tenant's use twenty four (24) hours per day by seven (7) days per week three hundred sixty five (365) days per year and (b) forty (40) "Part-Time" Parking Spaces of the one hundred (100) Parking spaces for Tenant's use Monday through Friday from 8:00 a.m. to 6:00 p.m., and Saturday from 8:00 a.m. to 12:00 noon, excluding holidays. Notwithstanding the foregoing, however, the maximum number of handicapped designated Parking Spaces to be allocated or assigned among the Parking Spaces shall be two (2) as to the Full-Time Parking Spaces and two (2) as to the Part-Time Parking Spaces.

20. Miscellaneous:

A. Notices: Every notice, demand, request or other communication which may be made or is required to be given under this Lease or by law shall be either hand delivered with receipt or sent by U.S. Mail return receipt requested or by Federal Express signed for delivery to the parties at the addresses set forth in this Lease. Any party may designate, by similar written notice to the other party, any other address for such purposes. In addition to the foregoing, upon written notice by Landlord, Tenant shall send all notices sent to Landlord to the holder of any mortgage encumbering the Parking Spaces or any other portion of the Parking Garage Parcel, the Temporary Lot or the Project, as the case may be.

B. Recording: Within ten (10) days following the Commencement Date, Landlord and Tenant shall record a short form Memorandum of Lease, the form of which is attached hereto as Exhibit D and made a part hereof ("Memorandum of Lease"), amongst the Public Records of Palm Beach County, Florida.

C. Entire Agreement, etc.: This Lease, including the exhibits, riders and/or addenda, if any, attached hereto, set forth the entire agreement between the parties. All prior and contemporaneous conversations and all prior writings between the parties hereto or their representatives are merged herein and extinguished. This Lease shall not be modified except in writing subscribed to by all parties.

D. Estoppel Certificate: Tenant shall at any time and from time to time within ten (10) days after written request from Landlord execute, acknowledge and deliver to Landlord, in a form reasonably satisfactory to Landlord and/or Landlord's mortgagee, a written statement certifying, as to the truth of various facts concerning this Lease which may include, but not be limited to, the following: (i) that this Lease is in full force and effect and has not been modified, altered or amended except as is expressly set forth in the written statement; (ii) that Tenant has no charge or offset under this Lease or otherwise, against any Tenant payment due or to become due hereunder and that Tenant has no claims or defenses to enforcement of this Lease; (iii) that Tenant has no notice of a prior assignment, hypothecation or pledge of any Tenant Payment due Landlord, or this Lease by Landlord; (iv) confirmation as to the Term; (v) confirmation as to the Rent, and, if rent has not yet commenced, confirmation as to the date installments of rent are to commence, and confirmation that no Rent installment has been paid more than thirty (30) days in advance of its due date except as required by the terms of this Lease; (vi) that Landlord is not in default under the terms of this Lease; (vii) any other certification as may reasonably be required by Landlord or Landlord's mortgagee.

E. Attorneys' Fees and Costs: In the event either party is required to commence legal proceedings in order to enforce its rights or protect its interests hereunder, the prevailing party in such legal proceedings shall be paid its reasonable attorneys' fees and costs, including all appellate levels, from the other party.

F. Governing Law: This Agreement shall be governed by the laws of the State of Florida.

G. Relationship of Parties: Nothing contained in this Lease shall be construed to create the relationship of principal and agent, partnership, joint venture or any other relationship between the parties hereto other than the relationship of Landlord and Tenant.

H. Waiver of Impossibility of Performance: Tenant expressly covenants that, unless agreed in writing by Landlord, neither Tenant's receivership, bankruptcy, nor insolvency shall operate to relieve Tenant from the obligations of the Tenant hereunder.

I. Captions: All captions and all paragraphs and subparagraph numbers are inserted solely for the convenience of the parties and shall not be used or interpreted to define, limit, extend or describe the scope of this Lease, nor the interpretation of any provision hereof.

J. Compliance with Governmental Regulations: Tenant shall comply with all statutes, ordinances, rules, regulations and requirements of the federal, state, county or city government departments or bureaus exercising jurisdiction over the Parking Spaces.

K. Intentionally omitted.

L. Storage: There shall be no storage of cars (beyond 48 hours) boats, trucks, trailers or mobile homes or any other property of any kind is permitted at any time upon any portion of the Parking Spaces.

M. Animals: Animals shall be allowed on the Parking Garage Parcel during ingress and egress of the Parking Garage Parcel if accompanied by the owner under lease.

N. Survival of Covenants: Notwithstanding anything to the contrary contained in this Lease, the provisions (including, without limitation, covenants, agreements, representations, warranties, obligations and liabilities described therein) of this Lease which are specifically stated to survive the expiration or earlier termination of this Lease (whether or not such provision expressly provides as such) shall survive such expiration or earlier termination of this Lease and continue to be binding upon the applicable party.

O. Waiver: The failure of either party to enforce any covenant or other provision of this Lease shall not constitute a waiver of the right to do so thereafter, nor shall the same give rise to any cause of action or defense on the part of the Tenant.

P. Modifications: No modification of this Lease will be effective to vary any of the terms or provisions thereof unless the modification is in writing and signed by both parties and approved in writing by the City Commission of the City of Delray Beach, Florida, which approval by the City Commission shall not unreasonably be withheld. A copy of any modification will be given to both parties and the City Commission of the City of Delray Beach, Florida.

Q. Construction of Lease: Words of any gender used in this Lease in the singular number shall be held to include the plural when the sense requires. All the provisions contained herein shall bind and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns. Wherever used herein, the words "Landlord" and "Tenant" shall be deemed to include the heirs, personal representatives, successors and assigns of said parties, unless the context excludes such construction. In the event at any future time, one or more of the provisions of this Lease shall be held to be void by any court of competent jurisdiction for any reason, such provision shall be deemed to be separable and the remainder of this Lease shall be valid and in full force and effect.

R. No Liens: Notwithstanding anything to the contrary herein contained, if Lessee makes any repairs or alterations whether or not with Lessor's prior consent, Lessee will not allow any lien of any kind whether for labor, material or otherwise be imposed or remaining against the Parking Garage Parcel or Premises. If any lien is filed, it shall be discharged within thirty (30) calendar days after it is imposed at Lessee's expense. Furthermore, the Landlord, upon transfer to the City of the Property, shall transfer the Property free of all liens and encumbrances other than this Lease to Lessee.

21. Time of Essence: Time is of the essence in the performance of this Lease by each of the parties.

22. Representations, Warranties and Agreements:

A. No Reliance: Tenant expressly acknowledges and agrees that Landlord has not made and is not making, and Tenant, in executing and delivering this Lease, is not relying upon any warranties, representations, promises or statements, except to the extent that the same are expressly set forth in this Lease. It is understood and agreed that this Lease, alone, fully and completely expresses the parties' agreement, and that this Lease is entered into after full investigation, neither party relying upon any statement or representation not embodied in this Lease. This Lease has been fully reviewed and negotiated by each party with the benefit of legal counsel and shall not be more strictly construed against either party.

B. Tenant Warranties: Tenant represents and warrants as follows: (i) that there are no actions, suits or proceedings pending to the knowledge of Tenant, threatened against or affecting Tenant, at law or in equity or before any federal, state, municipal or governmental department, commission, board, bureau or agency or instrumentality which would impair Tenant's ability to perform its obligations under this Lease; (ii) that this Lease has been duly authorized, executed and delivered by Tenant and constitutes the legal and valid binding obligation of Tenant; (iii) the consummation of the transactions hereby contemplated in the performance of this Lease will not result in a breach or violation of or constitute a default under any lease, bank loan or credit agreement to which Tenant is a party; (iv) that Tenant shall not cause or knowingly permit any Hazardous Material to be used, stored, transported, released, handled, produced or installed in, on or from the Parking Spaces.

C. Radon Gas: The Tenant hereby acknowledges that Radon is a natural 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 radium that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the County Public Health Unit. In that regard, Tenant hereby acknowledges that Landlord has made no investigation to determine whether there is radon gas or other environmental pollutants in, on or about the Parking Spaces although such

conditions may exist. Further, Landlord has made no analysis or verification of the extent of the environmental or health hazard, if any, that may affect the Parking Spaces or any other portion of the Parking Garage Parcel, the Tenant or its invitees. Landlord makes no representation or warranty as to the presence or lack of radon or hazardous environmental condition, or as to the affect of radon or any other such condition, in, on or about the Parking Spaces or any other portion of the Parking Garage Parcel. In that regard, Landlord disclaims and Tenant waives, unless otherwise expressly provided for herein, all warranties, expressed or implied, including but not limited to the warranties of good workmanship, habitability, merchantability and fitness of purpose and including any warranties that could be construed to cover the presence of radon or other environmental pollutants. The only warranties Landlord provides to Tenant are those expressly set forth in this Lease.

23. **Excuse of Performance - Force Majeure:** Anything in this Lease to the contrary notwithstanding, Landlord shall not be deemed in default with respect to the performance of any of the terms, covenants and conditions of this Lease if same shall be due to any civil commotion, war-like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, government regulations or controls, inability to obtain any material or service or through an act of God or any other cause reasonably beyond the control of Landlord. Landlord shall not be liable for failure to give Tenant possession in accordance with the provisions of this Lease, due to any of the foregoing conditions. The time for Landlord's performance shall be extended as a result of any of the foregoing. Likewise, anything in this Lease to the contrary notwithstanding, Tenant shall not be deemed in default with respect to the performance of any of the terms, covenants and conditions of this Lease if same shall be due to any strike, lockout, civil commotion, war-like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, government regulations or controls, or through an act of God. The time for Tenant's performance obligations (but not payment obligations) under this Lease shall be extended as a result of any of the foregoing.

24. **Accord and Satisfaction:** No payment by Tenant or receipt by Landlord of a lesser amount than the Tenant Payment herein stipulated shall be deemed to be other than on account of the earlier Tenant Payments, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Tenant Payment or pursue any other remedy provided in this Lease or available at law or in equity.

25. **Brokerage:** Neither Landlord nor Tenant has dealt with any real estate brokers, salesmen, finders or consultants in the finding, negotiation or execution of this Lease. Tenant hereby indemnifies Landlord for any claims, costs, damages or other detriment Landlord may suffer, including, but not limited to, reasonable brokerage commissions, reasonable attorneys' fees, paralegals' fees (together with sales tax thereon) and court costs through all arbitration, trial, appellate, administrative and post-judgment proceedings arising from any breach by Tenant of the foregoing covenant, warranty and representation. Landlord hereby indemnifies Tenant for any claims, costs, damages or other detriment Tenant may suffer, including, but not limited to, reasonable brokerage commissions, attorneys' fees, paralegals' fees (together with sales tax thereon) and court costs through all arbitration, trial, appellate, administrative and post-judgment proceedings arising from any breach by Landlord of the foregoing covenant, warranty and representation.

26. **Waiver of Jury Trial:** LANDLORD AND TENANT HEREBY EACH KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A

TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE AND ANY DOCUMENTS CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE LANDLORD TO EXECUTE THIS LEASE. TENANT HAS BEEN REPRESENTED BY AN ATTORNEY OR HAS HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY IN CONNECTION WITH THIS JURY WAIVER AND UNDERSTANDS THE EFFECT OF WAIVER.

27. Venue: The Landlord and the Tenant hereby agree that the sole and exclusive venue for any action arising out of, or related to, this Lease shall be Palm Beach County, Florida. The Landlord and Tenant hereby waive all objections to such actions being maintained in Palm Beach County including without limitation claims of forum non conveniens.

28. No Partnership: Nothing in this Lease creates any relationship between the parties other than that of Landlord and Tenant and nothing in this Lease constitutes the Landlord a partner of the Tenant or a joint venturer or member of a common enterprise with the Tenant.

29. Limitation of Liability: Anything to the contrary herein notwithstanding, no shareholder of Landlord or any officer thereof shall be personally liable with respect to any of the terms, covenants, conditions and provisions of this Lease, or the performance of obligations under this Lease. Tenant shall look solely to the interest of Landlord, its successors and assigns, for the satisfaction of each and every remedy of Tenant against Landlord. Such exculpation of personal liability of Landlord, its shareholders and officers, is and shall be absolute and without any exception whatsoever. The term "Landlord" shall mean only the owner at the time in question of the present Landlord's interest in the Landlord. In the event of a sale or transfer of the Parking Garage Parcel (by operation of law or otherwise) or in the event of the making of a lease of all or substantially all of the Parking Garage Parcel, or in the event of a sale or transfer (by operation of law or otherwise) of the leasehold estate under any such lease, the grantor, transferor or lessor, as the case may be, shall be and hereby is (to the extent of the interest or portion of the Parking Garage Parcel, or leasehold estate sold, transferred or leased) automatically and entirely released and discharged, from and after the date of such sale, transfer or leasing of all liability with respect to the performance of any of the terms of this Lease on the part of Landlord thereafter to be performed; provided that the purchasee, transferee or Tenant (collectively, "Transferee") shall be deemed to have assumed and agreed to perform, subject to the limitations of this Section (and without further agreement between the other parties hereto, or among such parties and the Transferee) and only during and respect of the Transferee's period of ownership of the Landlord's interest under this Lease, all of the terms of this Lease on the part of Landlord to be performed during such period of ownership, it being intended that Landlord's obligations hereunder shall, as limited by this Section, be binding on Landlord, its successors and assigns only during and in respect of their respective periods of ownership.

30. Public Parking Facility Construction and Conveyance and Worthing Park Contribution Agreement: Tenant acknowledges the execution and delivery by Block 77 and the City of Delray Beach of that certain Public Parking Facility Construction and Conveyance and Worthing Park Contribution Agreement dated November 10, 1999 ("Construction Agreement"), incorporated herein by reference, which shall supersede the terms of this Agreement to the extent of any conflicts or ambiguities.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Parking Spaces
Lease this 20 day of March, 2003.

WITNESSES:

Amel Fielder
Dennis Kuczyński
(As to Landlord)

Block 77 Development Group, L.C.
a Florida limited liability company

By:

Red A. Siegel
Managing Member

WITNESSES:

John Parkin
Kristen Miller
(As to Tenant)

Sun Atlantic Properties, L.L.C.
a Florida limited liability company

By:

Anthony DiStefano
Name: Anthony DiStefano
Its: President

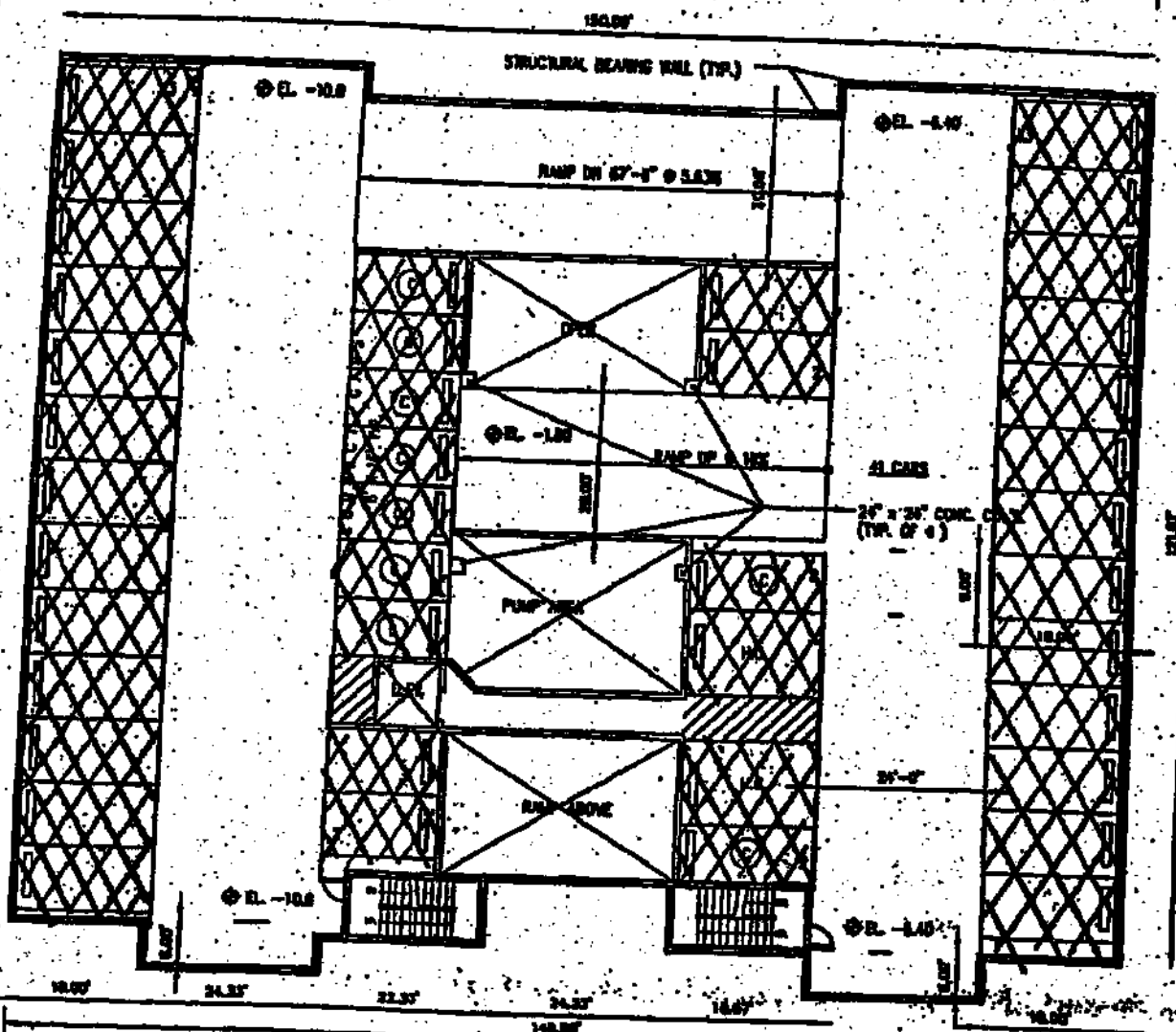
EXHIBIT A

Legal Description of Parking Garage Parcel

Lots 20, 21 and 22 of Block 69 of TOWN OF LINTON now known as Delray, according to the plat thereof as recorded in Plat Book 1, Page 8 of the Public Records of Palm Beach County, Florida, also known as Lots 20, 21, and 22 Block 69 Subdivision of Block 69, according to the Plat Thereof Unrecorded in Plat Book 2, Page 43 of the Public Records of Palm Beach County, Florida.

EXHIBIT "A-1"

Parking Plan



BASEMENT LEVEL



60 Full Time Parking Spaces

40 Part Time Parking Spaces

SITE PLAN - BLOCK 69



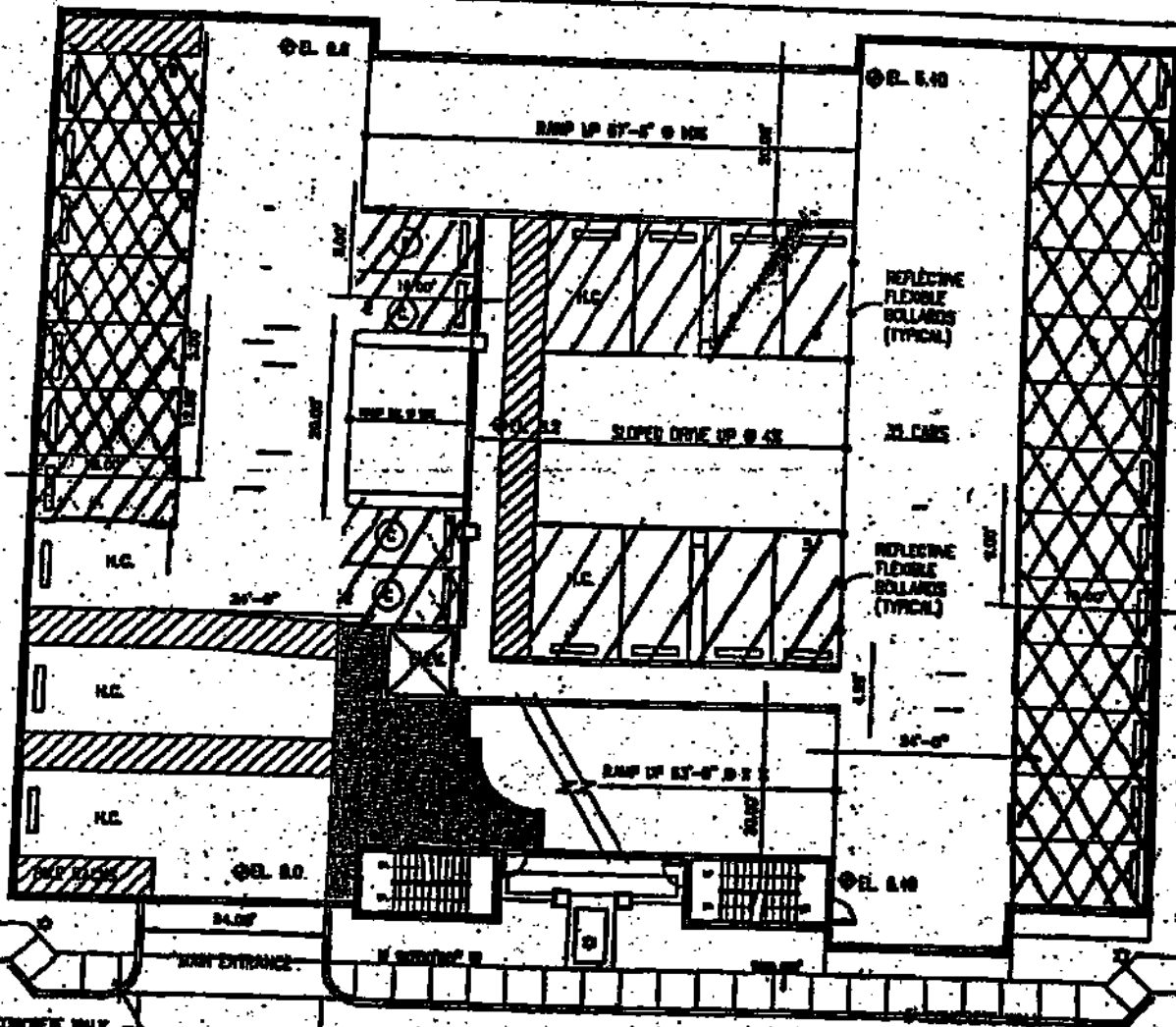
CAULFIELD & WHEELER, INC.
 CIVIL ENGINEERING - LAND PLANNING
 LANDSCAPE ARCHITECTURE - SURVEYING
 7301A W. PALMETTO PARK ROAD - SUITE 100A
 BOCA RATON, FLORIDA 33433
 PHONE (561)-392-1991 / FAX (561)-750-1452

MUNICIPAL PARKING GARAGE
 DELRAY BEACH FLORIDA

DATE	11/18/02
DRAWN BY	SET
F.B./ PG.	
SCALE	N.T.S.
JOB NO.	3616

16' ALLEY

BLOCK 69
LOT 19



S.E. 1st AVENUE
GROUND LEVEL
N.T.S.

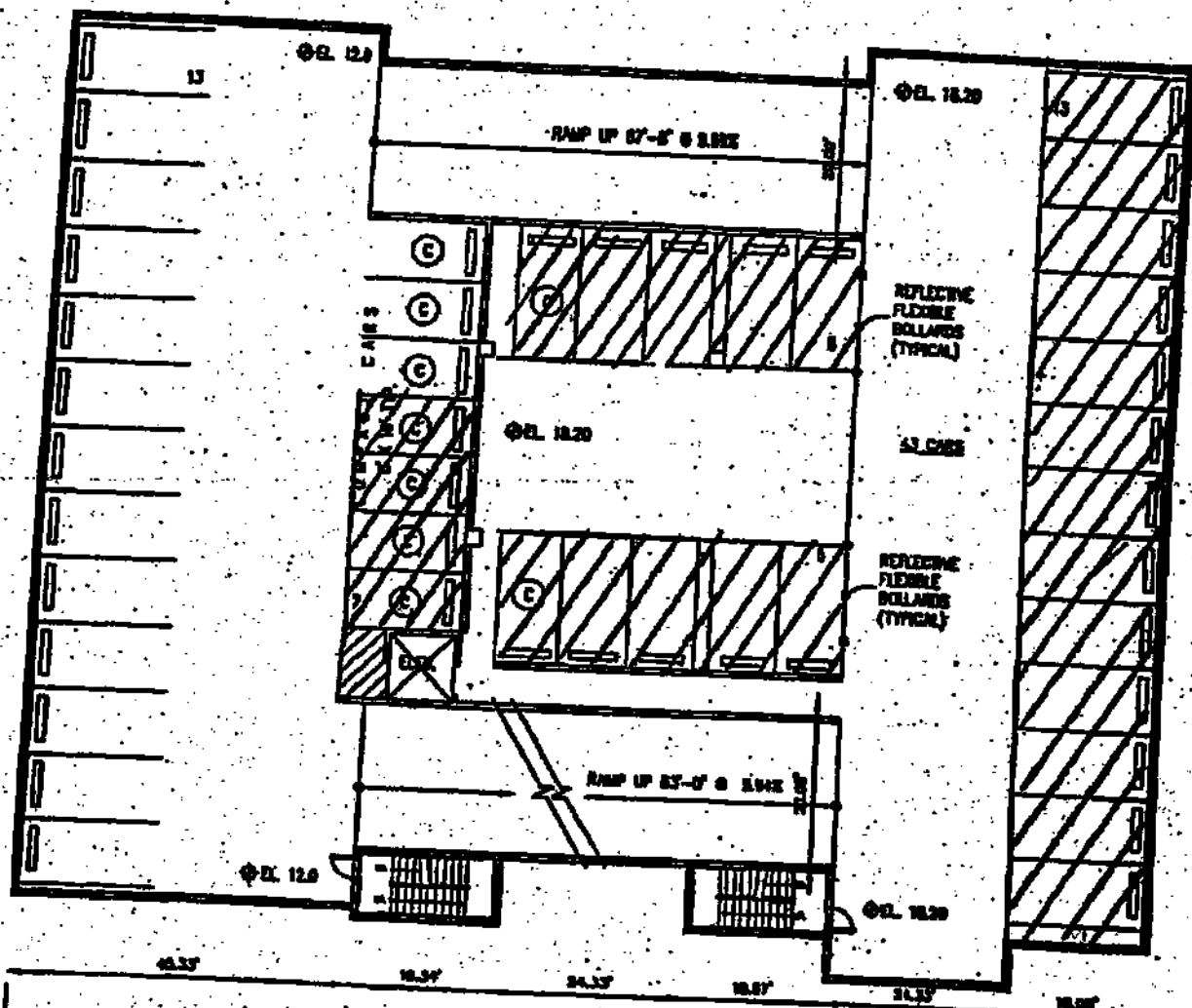
SITE PLAN - BLOCK 69

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING - LAND PLANNING
LANDSCAPE ARCHITECTURE - SURVEYING
7301A W. PALMETTO PARK ROAD - SUITE 100A
BOCA RATON, FLORIDA 33433
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MUNICIPAL PARKING GARAGE
DELRAY BEACH FLORIDA

DATE	11/18/02
DRAWN BY	SET
F.B./ PG.	
SCALE	N.T.S.
JOB NO.	3616

BLOCK 69
LOT 23



SECOND LEVEL

KTS



60 Full Time Parking Spaces

40 Part Time Parking Spaces

SITE PLAN - BLOCK 69

CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING - LAND PLANNING
LANDSCAPE ARCHITECTURE - SURVEYING
7301A W. PALMETTO PARK ROAD - SUITE 100A
BOCA RATON, FLORIDA 33433
PHONE (561)-392-1991 / FAX (561)-750-1452

MUNICIPAL PARKING GARAGE

DELRAY BEACH

FLORIDA

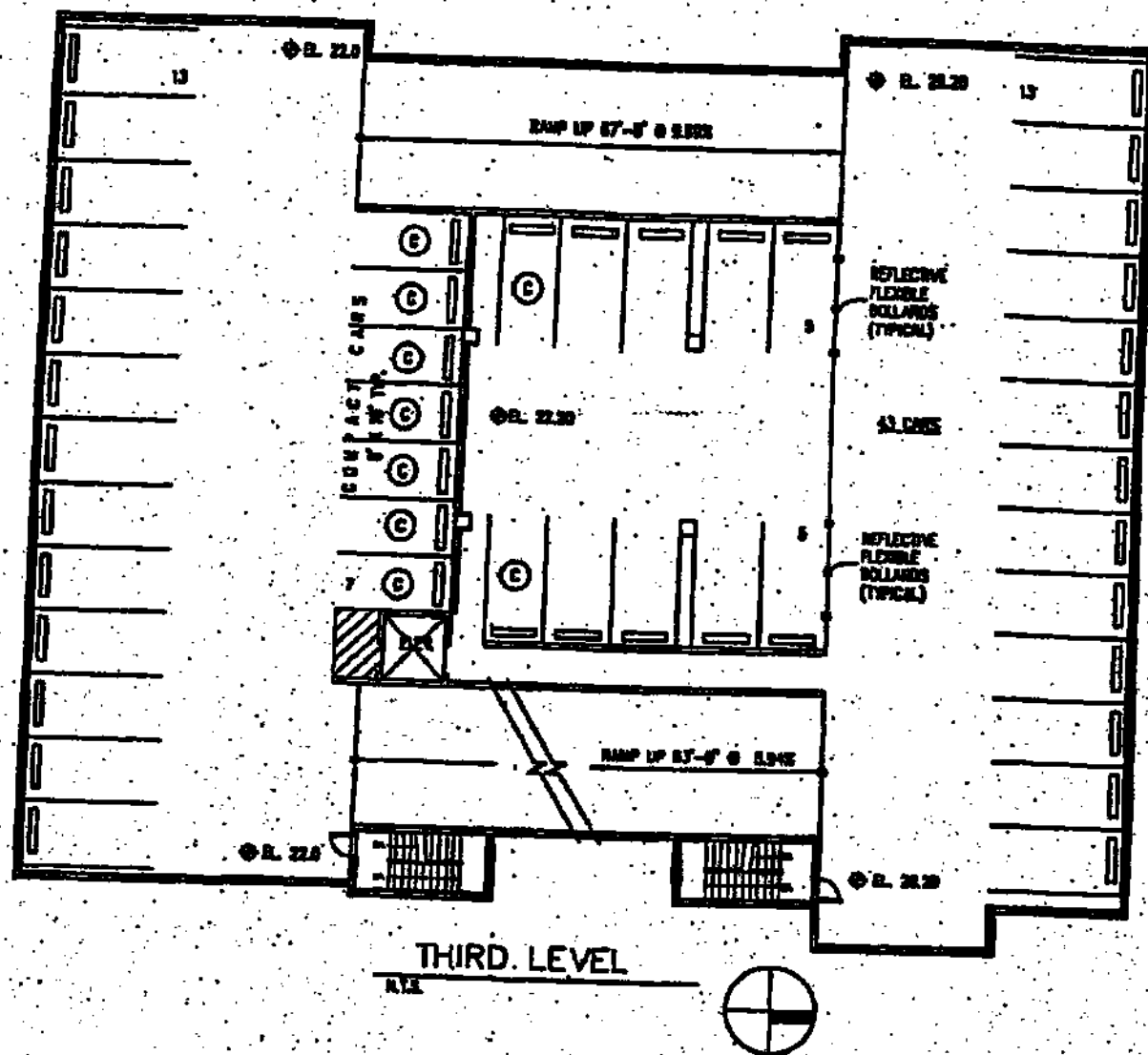
DATE 11/18/02

DRAWN BY SET

F.B./ PG.

SCALE N.T.S.

JOB NO. 3616

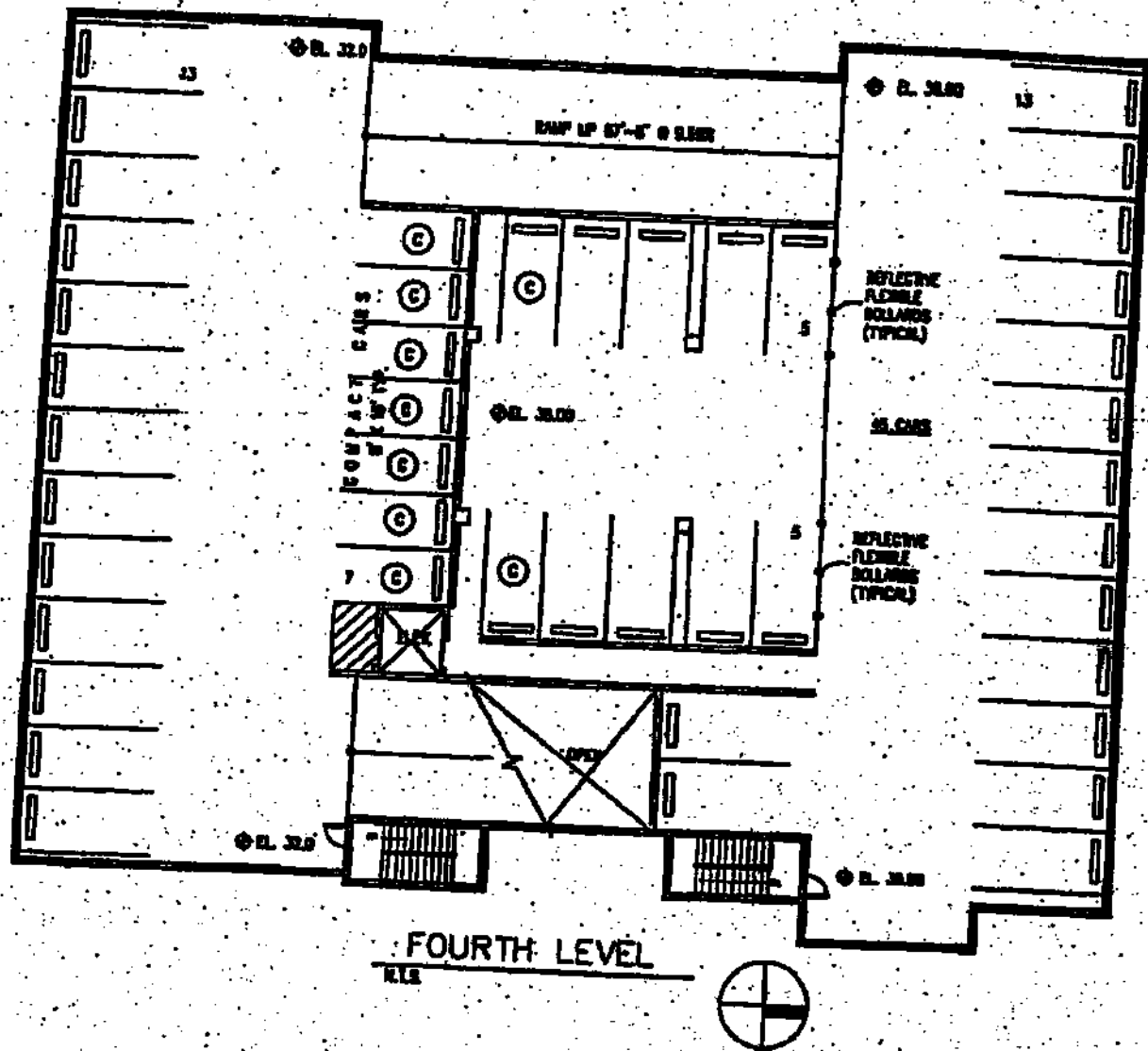


SITE PLAN - BLOCK 69

CAULFIELD & WHEELER, INC.
 CIVIL ENGINEERING - LAND PLANNING
 LANDSCAPE ARCHITECTURE - SURVEYING
 7301A W. PALMETTO PARK ROAD - SUITE 100A
 BOCA RATON, FLORIDA 33433
 PHONE (561)-392-1991 / FAX (561)-750-1452

MUNICIPAL PARKING GARAGE
 DELRAY BEACH FLORIDA

DATE	11/18/02
DRAWN BY	SET
F.B./ PG.	
SCALE	N.T.S.
JOB NO.	3616

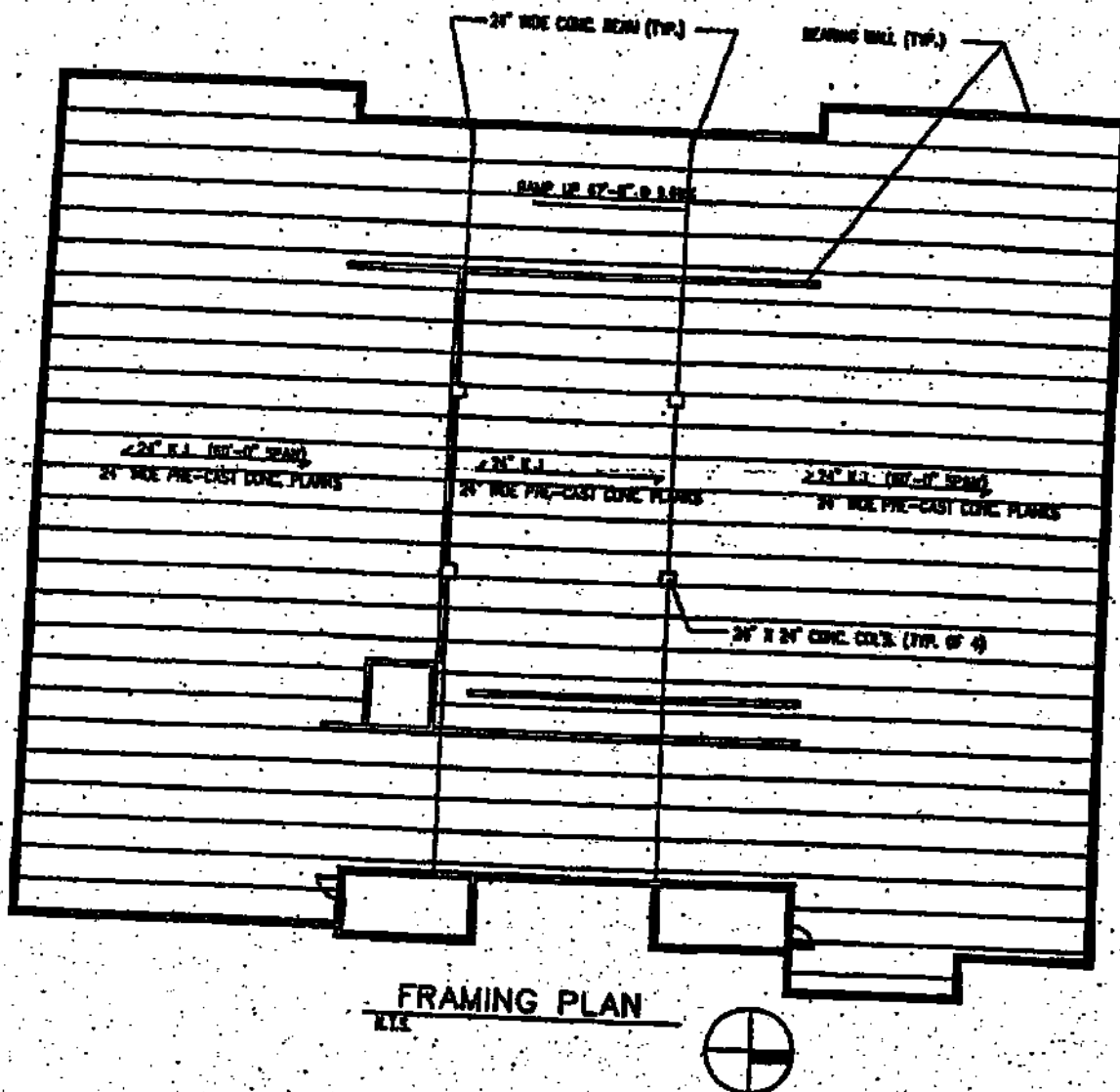


SITE PLAN - BLOCK 69

CAULFIELD & WHEELER, INC.
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MUNICIPAL PARKING GARAGE
 DELRAY BEACH FLORIDA

DATE	11/18/02
DRAWN BY	SET
F.B./ PG.	
SCALE	N.T.S.
JOB NO.	3616

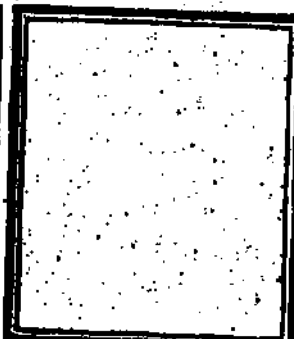


SITE PLAN - BLOCK 69



CAULFIELD & WHEELER, INC.
 CIVIL ENGINEERING - LAND PLANNING
 LANDSCAPE ARCHITECTURE - SURVEYING
 7301A W. PALMETTO PARK ROAD - SUITE 100A
 BOCA RATON, FLORIDA 33433
 PHONE (561)-392-1991 / FAX (561)-750-1452

MUNICIPAL PARKING GARAGE
 DELRAY BEACH FLORIDA



DATE	11/18/02
DRAWN BY	SET
F.B./ PG.	
SCALE	N.T.S.
JOB NO.	3616

EXHIBIT B

Legal Description of Sun Building

Parcel 1:
Lots 1, 2 and 3 in Block 77 of TOWN OF LINTON (now known as Delray Beach),
according to the plat thereof, recorded in plat book 1, page 3, of the public records
of Palm Beach County, Florida; said lands situate, lying and being in Palm Beach
County, Florida.

EXHIBIT C

Legal Description of Worthing Place Project

Lot 10, the North 50.5 feet of Lot 11, the South 8.4 feet of Lot 15 and all of Lot 16 of Block 77 of TOWN OF LINTON now known as DelRay, according to the plat thereof as recorded in Plat Book 1, Page 3 of the Public Records of Palm Beach County, Florida.

PARCEL 1:

All of Lot 14 and the North 55.2 feet of Lot 15, Block 77, TOWN OF LINTON (now Delray Beach), according to the plat thereof as recorded in Plat Book 1, Page 3 of the Public Records of Palm Beach County, Florida.

PARCEL 2:

The South 59.84 feet of Lots 4, 5, 6 and Lots 7 and 13, less the North 16.0 feet thereof, of Block 77, TOWN OF LINTON (now Delray Beach), according to the plat thereof as recorded in Plat Book 1, Page 3 of the Public Records of Palm Beach County, Florida.

PARCEL 3:

The North 16.0 feet of Lot 13 and the North 16.0 feet of Lot 7, Block 77, TOWN OF LINTON (now Delray Beach), according to the plat thereof as recorded in Plat Book 1, Page 3 of the Public Records of Palm Beach County, Florida.

PARCEL 4:

That part of the 16 foot wide alley right of way lying South of and adjacent to Lots 4, 5 and 6, Block 77, TOWN OF LINTON (now Delray Beach), according to the plat thereof as recorded in Plat Book 1, Page 3 of the Public Records of Palm Beach County, Florida.

PARCEL 5:

That part of the East 8 feet of that certain 16 foot wide alley right of way lying West of and adjacent to Lots 14 and 15, Block 77, TOWN OF LINTON (now Delray Beach), according to the plat thereof as recorded in Plat Book 1, Page 3 of the Public Records of Palm Beach County, Florida.

PARCEL 6:

That part of the 16 foot wide alley right of way lying West of and adjacent to Lot 13, Block 77, TOWN OF LINTON (now Delray Beach), according to the plat thereof as recorded in Plat Book 1, Page 3 of the Public Records of Palm Beach County, Florida.

EXHIBIT D

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") is dated as of this ____ day of _____, 2002 by and between _____ whose address is _____ ("Landlord") and _____ whose address is _____ ("Tenant").

RECITALS:

WHEREAS, on even date herewith, Landlord and Tenant entered into that certain lease ("Lease") affecting real property located in the City of Delray Beach, County of Palm Beach, State of Florida, as more particularly described on Schedule "A", attached hereto and made a part hereof ("Parking Spaces"); and

WHEREAS, Landlord and Tenant hereby execute this Memorandum for purposes of giving constructive notice of the Tenant's leasehold interest in the Parking Spaces created pursuant to the Lease and of the rights created thereby, all of which are hereby confirmed.

ACCORDINGLY, the parties hereby give notice of the existence of the Lease as follows:

- I.1. Term of Lease. The term of the Lease is ninety-nine (99) years expiring as of Midnight on the ____ day of _____, 2101.
- II.2. Option to Extend. There are no options to extend the Lease.
- III.3. Liens. In accordance with Section 713.10, Florida Statutes, the interest of the Landlord in the Parking Spaces shall not be subject to liens for improvements to the Parking Spaces made by the Tenant. The specific language contained in the Lease prohibiting such liability is as follows:

"Pursuant to Section 713.10, Florida Statutes, Tenant shall not permit any mechanic's or materialman's lien to be foreclosed against the Parking Spaces by reason of work, labor, services or materials performed by or furnished to Tenant or anyone holding any part of the Parking Spaces under Tenant. Such prohibition shall be properly set forth in the Memorandum of Lease recorded in connection with the terms hereof. If any such lien shall at any time be filed, Tenant may contest the same in good faith but Tenant shall, within fifteen (15) days, after notice of the filing thereof, cause such lien to be released of record by payment, bond, order of a court of competent jurisdiction or otherwise. Nothing contained in this Lease shall be construed as a consent on the part of Landlord to subject Landlord's estate in the Parking Spaces to any lien or liability under the lien laws of the State of Florida. With respect to any construction work undertaken by Tenant, Tenant shall furnish Landlord with lien

waivers from each contractor or material supplier following
Tenant's completion of such construction."

- IV.4. Terms and Conditions. The Parking Spaces are subject to all of the other terms and conditions of the Lease, including, without limitation, provisions related to rental, subletting and assigning, fixtures, maintenance and repair, provisions related to insurance and damage, alterations, Tenant signs, condemnation and all other matters and things contained in the Lease.
- V.5. Counterparts. This Memorandum may be executed in counterparts, each of which will be deemed an original document, but all of which will constitute a single document. This document will not be binding on or constitute evidence of a contract between the parties until such time as a counterpart of this documents has been executed by each party and a copy thereof delivered to each other party to this Memorandum.

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

Landlord: Block 77 Development Group L.C.

By: [Signature]

Name: Harold L. Siegel

Its: Managing Partner

Tenant:

By: [Signature]

Name: Anthony DePina

Its: President

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

ss:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Ned L. Siegel of Black 77 Development Corp. LLC, a Florida corporation, freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true seal of said company. He is personally known to me or who has produced Driver License as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 13th day of Sept., 2002.

Brooks Rose
Notary Public

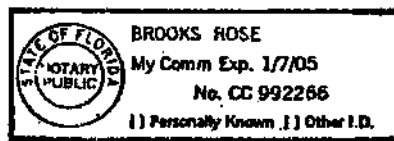
Brooks Rose
Typed, printed or stamped name of Notary Public

My Commission Expires:

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

ss:



I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Anthony Deplena of Sea Atlantic Prop., a Florida corporation, freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true seal of said company. He is personally known to me or who has produced Driver License as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 13th day of Sept., 2002.

Brooks Rose
Notary Public

Brooks Rose
Typed, printed or stamped name of Notary Public

My Commission Expires:

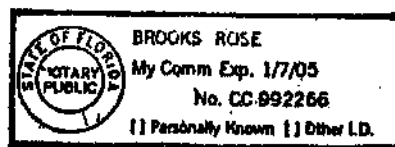


EXHIBIT E

Site Plan of Pedestrian and Vehicular Ingress and Egress to Parking Spaces

See Exhibit A-1

EXHIBIT F

Sun Parking Lot Parcel

Parcel II:

Lots 8 and 9 in Block 77 of TOWN OF LINTON (now known as Delray Beach), according to the plat thereof, recorded in plat book 1, page 3, of the public records of Palm Beach County, Florida; said lands situate, lying and being in Palm Beach County, Florida.