



TRADUCCIÓN AUTÉNTICA

I-477/02

CONTRATO DE ARRENDAMIENTO

entre

BRICKELL DELAWARE, INC.,

Arrendadora

y

CONSULADO GENERAL DE CHILE,

Arrendatario

(EXTRACTO)

[...]

1. Definiciones

a) "Canon de Arrendamiento Base" será el canon de arrendamiento anual del Inmueble Arrendado de aproximadamente 2.853 pies cuadrados, más una cuota proporcional por todas las superficies de uso común y para beneficio de los arrendatarios. El Canon de Arrendamiento Base se describe más detalladamente en el párrafo 5 de este Contrato de Arrendamiento.

b) [...]

c) "Fecha de Inicio" será el 1 de septiembre de 1996, de manera supeditada a las disposiciones del párrafo 3a) de este Contrato de Arrendamiento.

d) "Período de Vigencia" será el período de vigencia

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de este Contrato de Arrendamiento que comenzará en la Fecha de Inicio y finalizará luego de transcurridos ochenta y cuatro (84) meses calendario completos desde la Fecha de Inicio (más la parte del mes calendario correspondiente a la Fecha de Inicio), a menos que fuere terminado o renovado de acuerdo con las disposiciones de este Contrato.

e) "Gastos Operacionales" son los gastos que se definen en el párrafo 6 b) 6) de este Contrato.

[...]

5. Pago del canon de arrendamiento

a) Como compensación por el arrendamiento del Inmueble, el Arrendatario conviene en pagar a la Arrendadora el Canon de Arrendamiento Base y el Canon de Arrendamiento Base Adicional durante el Período de Vigencia estipulado en el presente. Conforme a lo dispuesto en el subpárrafo b) de este párrafo 5, el canon de arrendamiento adeudado respecto de cualquier parte del Período de Vigencia establecido en el subpárrafo 6 a) deberá pagarse en cuotas mensuales iguales, por anticipado, en la Fecha de Inicio y, en lo sucesivo, el primer día de cada mes calendario, sin exigencias, compensación ni deducción. No obstante lo señalado precedentemente, en ningún caso el canon de arrendamiento se aplicará antes del 1 de julio de 1996.

b) La primera cuota mensual del Canon de Arrendamiento Base vencerá y será pagadera en la Fecha de Inicio. Si la fecha de inicio correspondiere al primer día de un mes calendario, el Depósito del Canon de Arrendamiento - si hubiere - pagado por el Arrendatario al formalizar este

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Contrato de Arrendamiento se abonará al Canon de Arrendamiento Base adeudado a esa fecha. Si el Período de Vigencia se iniciare en una fecha que no correspondiere al primer día del mes, el Arrendatario pagará a la Arrendadora el Canon de Arrendamiento Base de ese mes de inicio en forma proporcional (dicha proporción se basará en el número real de días del mes de inicio), y el Depósito del Canon de Arrendamiento - si hubiere - pagado por el Arrendatario al formalizar este Contrato de Arrendamiento se abonará al canon de arrendamiento adeudado por el siguiente mes completo, conforme al presente instrumento.

c) Además del Canon de Arrendamiento Base, el Arrendatario pagará a la Arrendadora mensualmente una suma igual al impuesto a las ventas, al impuesto al canon de arrendamiento, y a cualquier otro gravamen fiscal o impuesto aplicable ahora o en el futuro que se basare en el privilegio de arrendamiento del Inmueble, o sobre el monto del canon de arrendamiento percibido. Sin embargo, ninguna disposición de este Contrato obligará al Arrendatario a pagar alguna parte de los impuestos a los ingresos aplicados a la Arrendadora a nivel local, de estado o federal. En la medida en que el Arrendatario estuviere exento del impuesto a las ventas, del impuesto al canon de arrendamiento y de cualquier otro gravamen fiscal, no se exigirá su pago al Arrendatario.

d) El Arrendatario pagará un cargo por mora equivalente a doscientos cincuenta dólares (US\$250) si no efectuare el pago de alguna cuota del Canon de Arrendamiento Base o del Canon de Arrendamiento Base Adicional dentro de

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los cinco (5) días posteriores a su vencimiento. Se exigirá al Arrendatario pagar a la Arrendadora intereses sobre todo canon de arrendamiento vencido que permaneciere impago cinco días después de su vencimiento. Dicho interés se calculará de acuerdo con la tasa legal máxima aplicable y deberá pagarse a requerimiento de la Arrendadora. Este interés se considerará canon de arrendamiento adicional.

e) El pago del Canon de Arrendamiento Base y de todas las demás sumas adeudadas y pagaderas a la Arrendadora conforme a este instrumento se efectuará en la moneda legal de Estados Unidos de América, a Brickell Delaware, Inc., P. O. Box [REDACTED], Chicago, Illinois [REDACTED], o en el lugar que la Arrendadora hubiere comunicado por última vez al Arrendatario mediante aviso por escrito. La Arrendadora otorgará al Arrendatario un recibo de pago.

6. Canon de Arrendamiento Base; Reajustes del Canon de Arrendamiento Base.

a) De manera supeditada al reajuste conforme a las disposiciones de este párrafo 6, el Canon de Arrendamiento Base por el Período de Vigencia será de US\$397.422,90, más los impuestos aplicables; deberá pagarse por anticipado, sin compensaciones ni deducciones, según se indica a continuación:

Parte del Período de Vigencia	Canon de Arrendamiento Base (por pie cuadrado arrendable)	Canon de Arrendamiento por Parte del Período de Vigencia
Año 1	19,90	56,774,70
Año 2	19,90	56,774,70

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Año 3	19,90	56,774,70
Año 4	19,90	56,774,70
Año 5	19,90	56,774,70
Año 6	19,90	56,774,70
Año 7	19,90	56,774,70

b) Además del Canon de Arrendamiento Base estipulado en el subpárrafo a) de este párrafo 6, el Arrendatario pagará a la Arrendadora, como Canon de Arrendamiento Base Adicional, la cuota proporcional de los Gastos Operacionales de un año calendario (o parte del mismo) que correspondiere al Arrendatario durante el Período de Vigencia (incluido su primer año), que excediere de los Gastos Operacionales del Año Base 1996 (Gastos Operacionales de Año Base), según se indica a continuación:

1) La Arrendadora podrá calcular para cada año calendario del Período de Vigencia el aumento de los Gastos Operacionales de ese año con respecto a los Gastos Operacionales del Año Base. Además, a solicitud del Arrendatario, la Arrendadora proporcionará al Arrendatario un cálculo estimado del aumento de los Gastos Operacionales de ese año respecto de los Gastos Operacionales del Año Base, a fin de permitir al Arrendatario presupuestar adecuadamente el pago por anticipado adeudado por el Arrendatario conforme a este Contrato. El Arrendatario pagará a la Arrendadora cada mes, como canon de arrendamiento adicional, sin compensación ni deducción, un doceavo de la cuota proporcional de la Arrendataria sobre la base de ese cálculo estimado, más el impuesto a las ventas aplicable. El Arrendatario hará pagos

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mensuales del Canon de Arrendamiento Base Adicional de acuerdo con los Gastos Operacionales estimados que se estipularen en el último estado de cuenta proporcionado por la Arrendadora según lo dispuesto en el subpárrafo b) 3) más adelante. Si la cuota que correspondiere al Arrendatario del monto real de los Gastos Operacionales incrementados de ese año calendario (conforme a lo determinado en las demás disposiciones de este párrafo 5) fuere distinta al valor estimado, todo pago en exceso se abonará a los Gastos Operacionales adicionales que se adeudaren en el futuro, si hubiere. Si no correspondiere efectuar pago alguno de Gastos Operacionales adicionales en el futuro, el pago en exceso será devuelto al Arrendatario si ya no tuviere obligaciones para con la Arrendadora en razón de este Contrato de Arrendamiento. Todo monto por debajo del pago requerido se cargará al Arrendatario conforme a las disposiciones de este párrafo 6. No obstante alguna disposición en contrario en este instrumento, el monto de cualquier aumento en los Gastos Operacionales Controlables - según se definen más adelante - de cualquier año se limitarán a aumentos de no más del diez por ciento (10%) anual sobre el monto pagado durante el año inmediatamente anterior. Los Gastos Operacionales Controlables serán todos los Gastos Operacionales salvo los Impuestos y el Seguro, según se definen estos términos más adelante. No habrá ninguna limitación respecto de los aumentos anuales de los Impuestos y Seguros incluidos en los Gastos Operacionales.

2) Si el costo en que incurriere la Arrendadora por

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concepto de Gastos Operacionales durante un año calendario del Período de Vigencia excediere de los Gastos Operacionales del Año Base, el Arrendatario pagará a la Arrendadora, como Canon de Arrendamiento Base Adicional, la parte proporcional del aumento de dichos costos que correspondiere al Arrendatario. Sin embargo, el Arrendatario obtendrá crédito por los Gastos Operacionales estimados pagados respecto de ese año conforme al subpárrafo b) 1) anterior. La parte proporcional que deberá pagar el Arrendatario será el porcentaje que le corresponda al Inmueble arrendado a la fecha por el Arrendatario en el Edificio respecto de la superficie total arrendable del Edificio (independientemente de que se encontrare arrendada o no). El monto del Canon de Arrendamiento Base Adicional, si lo hubiere, se determinará de acuerdo con la siguiente fórmula: número de pies cuadrados arrendables del Inmueble dividido por el total de pies cuadrados arrendables del edificio (estuviere o no arrendada esta superficie), multiplicado por el monto en dólares en que hubieren aumentado los Gastos Operacionales respecto de los Gastos Operacionales del Año Base; se estipula que dicho Canon de Arrendamiento Base Adicional se prorrateará en el caso de cualquier año calendario parcial luego del inicio del Período de Vigencia. El Arrendatario conviene en que su parte proporcional será de 1,375%. No obstante lo anterior, si no se exigiere a la Arrendadora proporcionar determinados servicios normales del Edificio a un arrendatario, el costo de esos servicios se distribuirá entre los arrendatarios a quienes se proporcionaren esos servicios y, para tal efecto,

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el denominador señalado en la fórmula anterior se reducirá conforme a la superficie de los inmuebles arrendados por arrendatarios a quienes no se proporcionaren esos servicios.

3) En un plazo de 90 días o a la brevedad posible luego del cierre de un año calendario respecto del cual se adeudare algún Canon de Arrendamiento Base adicional, la Arrendadora entregará al Arrendatario un estado de cuenta por escrito en que consten los cálculos correspondientes al canon de arrendamiento adicional adeudado. Esos cálculos deberán indicar el Canon de Arrendamiento Base adicional adeudado del año calendario anterior sobre la base de los Gastos Operacionales reales calculados de acuerdo con este párrafo 6, y el Canon de Arrendamiento Base adicional adeudado respecto del año calendario en curso sobre la base de los Gastos Operacionales estimados reajustados de ese año. No obstante lo anterior, la Arrendadora también podrá, conforme a su decisión, entregar al Arrendatario un estado de cuenta por escrito en que conste el cálculo de cualquier Canon de Arrendamiento Base adicional adeudado en razón de algún aumento de los Gastos Operacionales citados en el subpárrafo b) 6) E) de este párrafo 6, en un plazo de 30 días luego de que la Arrendadora hubiere recibido informes tributarios que permitieren a la Arrendadora determinar el monto del Canon de Arrendamiento Base adicional imputable o resultante. El Arrendatario tendrá derecho, a sus expensas, durante horas hábiles normales y previo aviso por escrito a la Arrendadora, a inspeccionar los libros y registros de la Arrendadora en que consten los Gastos Operacionales correspondientes a ese

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año calendario. Además, el estado de cuenta anual de las operaciones u otro informe se considerará aprobado, a menos que fuere impugnado por escrito dentro de los 30 días siguientes a la fecha en que fuere recibido por el Arrendatario. En un plazo de cinco (5) días tras recibir cada estado de cuenta correspondiente al Canon de Arrendamiento Base Adicional, el Arrendatario efectuará el pago íntegro del Canon de Arrendamiento Base Adicional (incluido el impuesto a las ventas adicional derivado de algún reajuste de ese Canon de Arrendamiento Base Adicional) adeudado, si lo hubiere, respecto del año calendario anterior, y el pago íntegro del Canon de Arrendamiento Base adicional (incluido el impuesto a la venta adicional derivado de algún reajuste del Canon de Arrendamiento Base Adicional) adeudado respecto de los meses anteriores del año calendario en curso a la fecha. Aun cuando el Arrendatario impugne el estado de cuenta de los Gastos Operacionales incrementados entregado por la Arrendadora, deberá efectuar el pago de acuerdo con lo señalado en ese estado de cuenta.

4) El Canon de Arrendamiento Base Adicional adeudado conforme a este párrafo respecto de los últimos meses del Período de Vigencia vencerá y será pagadero aun cuando no pudiere calcularse hasta después de la fecha de terminación del Contrato de Arrendamiento. Los Gastos Operacionales correspondientes al año calendario en que terminare el Contrato de Arrendamiento se prorratearán conforme a la parte del año en que hubiere estado en vigencia este Contrato.

5) Intencionalmente eliminado.

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6) El término "Gastos Operacionales" significará todos los costos y gastos, cualquiera fuere su naturaleza, en que incurriere la Arrendadora en relación con la administración, operación, mantenimiento y reparación del Edificio y de las Áreas Comunes [...].

7. Mejoras

a) [...]

b) [...]

c) Impuestos sobre las mejoras, etc.

El Arrendatario será responsable y deberá pagar a la Arrendadora o directamente a las autoridades tributarias competentes, antes de incurrir en mora, todos los impuestos aplicados o con los que se gravaren las mejoras introducidas al Inmueble, accesorios, mercancías, equipos, divisiones interiores, equipo de calefacción, aire acondicionado o ventilación en el interior del Inmueble, o cualquier otra clase de mejora ubicada o instalada dentro del Inmueble, independientemente de quién fuere el propietario de la misma, y de que estuviere o no incorporada como parte del bien raíz. En el caso de que las autoridades tributarias, en cualquier momento durante el Período de Vigencia, aplicaren los citados impuestos sobre los bienes parte del bien raíz, el Arrendatario efectuará el pago de dichos impuestos a la Arrendadora a más tardar tres días antes de su fecha de vencimiento.

9. Servicios.

a) [...]

b) La Arrendadora podrá cargar al Arrendatario los

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montos que la Arrendadora determinare por servicios de electricidad, calefacción y aire acondicionado i) que el Arrendatario pudiere solicitar en períodos distintos a aquellos en que la Arrendadora suministrare dichos servicios, y ii) por consumo durante la construcción de las Mejoras Iniciales del Inmueble. El Arrendatario deberá solicitar dichos servicios de electricidad, calefacción y aire acondicionado con al menos 24 horas de anticipación. El Arrendatario reconoce que los cargos actuales de la Arrendadora por concepto de servicios de aire acondicionado durante períodos distintos a aquéllos en que la Arrendadora suministra el servicio se facturarán a una tarifa de US\$25,00 por hora, lo que estará supeditado a cambios por parte de la Arrendadora. Los cargos por servicios adicionales de electricidad, calefacción y aire acondicionado podrán corresponder a la entrega del servicio a una superficie mayor a la del Inmueble.

c) [...]

10. Cargos por servicios. Todos los cargos que la Arrendadora efectúare al Arrendatario por servicios o trabajos realizados en el Inmueble por orden del Arrendatario, o que se devengaren por otras razones conforme a este Contrato de Arrendamiento, se considerarán canon de arrendamiento adeudado y se incluirán en cualquier derecho de retención por concepto de canon de arrendamiento.

[...]

12. Modificaciones y Reparaciones.

a) El Arrendatario, a sus expensas, mantendrá el

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Inmueble y sus mejoras en buenas condiciones durante el Período de Vigencia y reemplazará cualquier vidrio que rompiere el Arrendatario, sus agentes, empleados, invitados, visitantes o clientes, y solventará el costo correspondiente. Si el Arrendatario no efectuare alguna reparación o reemplazo con prontitud, o en caso de emergencia, la Arrendadora, conforme a su decisión, podrá efectuar las reparaciones o reemplazos y el Arrendatario reembolsará a la Arrendadora, a requerimiento, el costo pertinente más un cargo adicional de quince por ciento, junto con los intereses que se devengaren desde la fecha en que se requiriere el pago hasta la fecha efectiva de pago, a la tasa máxima que la ley permitiere.

[...]

14. Normas Gubernamentales. Con respecto al uso y a la ocupación del Inmueble por parte del Arrendatario, éste conviene en cumplir plenamente con todas las leyes, disposiciones, regulaciones, reglamentos, normas e instrucciones a nivel local, de condado, de estado y federal impuestas por alguna entidad, organismo o autoridad competente respecto del Inmueble o del uso del mismo por parte del Arrendatario, lo que incluye, entre otros, la Ley de Ciudadanos Norteamericanos con Discapacidad. En la medida en que la ley lo permitiere, el Arrendatario pagará todos los costos y gastos, y reembolsará, indemnizará y liberará de responsabilidad a la Arrendadora por todos los costos y gastos en que ésta incurriere (entre los que se incluyen, pero no a título restrictivo, multas, sanciones civiles, daños y perjuicios, honorarios y gastos de abogado) en

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relación con el incumplimiento de alguna ley aplicable y sus ocasionales modificaciones, incluidas, entre otras, las relacionadas con modificaciones, cambios, renovaciones o arreglos que deban efectuarse en el Inmueble o en el Edificio de acuerdo con la Ley de Ciudadanos Estadounidenses con Discapacidad y los reglamentos que se promulgaren ahora o en el futuro en relación con la misma, como resultado del uso u ocupación del Inmueble por parte del Arrendatario, sus empleados, agentes e invitados. El Arrendatario declara y garantiza a la Arrendadora que ha obtenido todos los permisos y autorizaciones que se requieren para realizar las actividades que pretende desarrollar en el Inmueble.

16. Impuestos. El Arrendatario obtendrá todas las licencias y permisos y pagará todos los derechos, gravámenes, impuestos y tributos aplicables ahora o en el futuro, previstos o no, que pudieren imponerse al Arrendatario o a las actividades del Arrendatario durante el Período de Vigencia. El Arrendatario también pagará, además de los impuestos descritos en el párrafo 6.6, todos los impuestos y gravámenes que pudieren aplicarse a este Contrato de Arrendamiento o que se originaren como resultado del mismo. Además, el Arrendatario pagará, antes de incurrir en mora, todos los impuestos y gravámenes, cualquiera fuere su naturaleza, que aplicare alguna autoridad gubernamental sobre:

- i) la totalidad del inventario, mobiliario, accesorios comerciales, efectos personales y equipos de propiedad del Arrendatario;

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- ii) la totalidad de las mejoras que el Arrendatario o la Arrendadora en nombre del Arrendatario efectuare en el Inmueble durante el Período de Vigencia de este Contrato; y
- iii) cualquier otro bien ubicado en el Inmueble o imputable a las actividades desarrolladas en el Inmueble.

No obstante cualquier disposición en contrario en este Párrafo, no se exigirá al Arrendatario pagar ningún impuesto sucesorio, hereditario o por alguna donación aplicado a la Arrendadora, ni ningún impuesto a la renta que deba pagar específicamente la Arrendadora como contribuyente individual, independientemente de que la fuente de ingresos de la Arrendadora fuere el Edificio.

19. Derecho a Indemnización de la Arrendadora.

a) En todo momento, el Arrendatario defenderá, indemnizará y liberará de responsabilidad a la Arrendadora por pérdidas, daños, obligaciones y gastos, incluidos honorarios y costos razonables de abogado (incluso honorarios en caso de apelación y en procesos de quiebra o insolvencia) que pudieren originarse o reclamarse en contra de la Arrendadora y a favor de cualquier persona, empresa o sociedad, por lesiones a personas o daños a los bienes de alguna persona, empresa o sociedad, debido o derivados del uso u ocupación del Inmueble por parte del Arrendatario o de algún acto, omisión, descuido o error del Arrendatario, sus agentes, empleados, funcionarios, visitantes, clientes o invitados, o del incumplimiento de alguna ley, disposición

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legal, reglamento, código o norma por parte del Arrendatario, conforme a lo dispuesto en este instrumento. La Arrendadora no será responsable ante el Arrendatario por lesiones a las personas, pérdidas o daños a bienes del Arrendatario provocados por actos, descuidos, omisiones o errores de alguna persona, empresa o sociedad, salvo que la lesión, pérdida o daño fuere resultado de negligencia grave de la Arrendadora, sus agentes o empleados. El Arrendatario defenderá, indemnizará y liberará de responsabilidad a la Arrendadora por todos los daños, obligaciones, pérdidas, lesiones o gastos, incluidos honorarios y costos razonables de abogado (incluso honorarios en caso de apelación y en procesos de quiebra o insolvencia) que pudieren originarse o reclamarse en contra de la Arrendadora y en favor de cualquier persona, empresa o sociedad, por lesiones a personas o por daños a los bienes de alguna persona, empresa o sociedad, cuando esas lesiones o daños se provocaren en o en las inmediaciones del Inmueble por negligencia del Arrendatario, sus agentes, empleados, funcionarios, visitantes, clientes o invitados. Los riesgos relacionados con todos los efectos personales colocados o trasladados al Inmueble o al Edificio serán asumidos por el Arrendatario o el propietario de los mismos, y la Arrendadora no será responsable ante el Arrendatario por ningún daño que afectare a dichos bienes personales. El Arrendatario mantendrá en todo momento durante la vigencia de este Contrato una o más pólizas de seguro por un monto o montos suficientes para indemnizar a la Arrendadora o pagar los daños y perjuicios

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que pudiese sufrir la Arrendadora derivados de alguna de las materias señaladas en este párrafo 19.

b) Si la Arrendadora fuera hecha parte de un juicio entablado en contra del Arrendatario, el Arrendatario protegerá y liberará de responsabilidad a la Arrendadora y pagará la totalidad de las costas, gastos y honorarios razonables de abogado en que incurriere o que solventare la Arrendadora en relación con el litigio (incluso honorarios en caso de apelación y en procesos de quiebra o insolvencia).

c) La Arrendadora y los agentes y empleados de la Arrendadora no serán responsables de lesiones a personas ni daños a la propiedad provocados por el Inmueble u otra parte del Edificio que no hubiere sido reparada o por defectos no visibles u otros defectos o fallas en las tuberías, instalaciones sanitarias, artefactos eléctricos, instalación eléctrica, sumideros; por caída de enlucido, vidrios, azulejos o placa de yeso; problemas derivados de gas, agua, vapor, electricidad, petróleo o filtración de aguas lluvia en el Inmueble, incendio o explosión, salvo si se originaren exclusivamente por negligencia grave o acto deliberado de la Arrendadora; la Arrendadora tampoco será responsable de ninguna pérdida o daño provocado por otros arrendatarios del Edificio o por cualquier otra persona, o por actos u omisiones de dichas personas. El Arrendatario dará con prontitud aviso por escrito a la Arrendadora de cualquier siniestro o accidente en o en las inmediaciones del Inmueble.

20. Restitución del Inmueble.

a) El Arrendatario conviene en restituir el Inmueble a

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la Arrendadora al término del Período de Vigencia y/o al momento de rescindirse este Contrato de Arrendamiento, en las mismas condiciones en que hubiere estado el Inmueble al inicio del Período de Vigencia, salvo el desgaste normal por el uso y los daños derivados de algún incendio u otro siniestro que no hubiere sido provocado por negligencia del Arrendatario o en que el Arrendatario no tuviere la obligación de efectuar reparaciones. El Arrendatario conviene que en que si no restituyere el Inmueble a la Arrendadora al término del Período de Vigencia, pagará a la Arrendadora todos los daños y gastos (lo que incluye, pero no a título restrictivo, honorarios y costos razonables de abogado) que pudieren afectar a la Arrendadora debido a la falta de restitución del Inmueble por parte del Arrendatario, e indemnizará y liberará de responsabilidad a la Arrendadora por todas las reclamaciones formuladas por cualquier persona, empresa o sociedad - lo que incluye, entre otros, al nuevo arrendatario del Inmueble - en contra de la Arrendadora debido a la demora de ésta en entregar el Inmueble al nuevo arrendatario por el hecho de que el Arrendatario no lo hubiere restituido de acuerdo con el presente instrumento. Además, y sin que se limite lo establecido precedentemente, si el Arrendatario continuare ocupando el Inmueble luego del vencimiento o terminación de este Contrato sin el consentimiento por escrito de la Arrendadora, deberá pagar el doble del Canon de Arrendamiento Base y del Canon de Arrendamiento Base Adicional (calculado sobre la base del canon de arrendamiento del mes inmediatamente anterior al mes

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en que venciere o se pusiere término al Contrato de Arrendamiento) durante todo el período en que continuare ocupándolo.

b) Ningún dinero recibido por la Arrendadora de parte del Arrendatario luego de la terminación de este Contrato o de la notificación del inicio de algún juicio o de una sentencia definitiva de posesión restablecerá, reanudará ni prorrogará el período de vigencia de este Contrato ni afectará dicha notificación, exigencia, juicio o sentencia.

c) Ningún acto o gestión de la Arrendadora o sus agentes durante el Período de Vigencia se considerará una aceptación de la restitución del Inmueble, y ningún acuerdo de aceptación de la restitución del Inmueble será válido si no se formalizare por escrito con la firma de un ejecutivo o agente debidamente autorizado de la Arrendadora.

21. Seguro

a) A expensas exclusivas del Arrendatario, éste contratará y mantendrá durante todo el Período de Vigencia (y cualquier período de renovación del mismo), para la protección de la Arrendadora y del Arrendatario, conforme a sus intereses, un Seguro de Responsabilidad General Comercial con una cobertura al menos igual a la que se establece en la última edición del Formulario de Seguro de Responsabilidad General Comercial [Comercial General Liability Coverage Form] (CG0001) publicado por ISO Commercial Risk Services, Inc.; en dicho seguro se deberá nombrar asegurados adicionales a la Arrendadora y al administrador de la Arrendadora, mediante el uso de un formulario de endoso con una cobertura al menos

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igual a la establecida en la última edición del Formulario de Endoso Adicional de Administradores Asegurados o Arrendadores de Inmuebles [Additional Insured-Managers or Lessor of Premises Endorsement Form] (CG2011) publicado por ISO Comercial Risk Services, Inc. Los límites del seguro no deberán ser inferiores a US\$2.000.000 por siniestro; US\$2.000.000 como total general; US\$2.000.000 por total de productos/operaciones completadas; US\$2.000.000 en caso de lesiones a personas y daños derivados de publicidad; US\$50.000 por daños derivados de incendio (cualquier incendio); y US\$5.000 por gastos médicos (de cualquier persona); cobertura de lesiones, responsabilidad por daños a las personas y a la propiedad ocasionados, derivados o relacionados con el uso, funcionamiento y ocupación del Inmueble. Dicha póliza de Seguro de Responsabilidad General deberá cubrir siniestros que ocurran durante el período de vigencia de la póliza, independientemente de la fecha en que se presentare la reclamación. El seguro deberá ser un seguro principal respecto de cualquier otro seguro del que pudiere disponer la Arrendadora. Cualquier otro seguro del que dispusiere la Arrendadora no constituirá un aporte para el seguro señalado precedentemente.

b) El Arrendatario, a sus expensas, mantendrá también durante el Período de Vigencia (o durante las renovaciones del mismo), para la protección de la Arrendadora y del Arrendatario, conforme a sus intereses, un seguro de incendio y de cobertura ampliada que cubra el riesgo de pérdida de los bienes muebles comerciales del Arrendatario y las mejoras

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- incluidos los accesorios comerciales removibles - que se encontraren en el inmueble, y la participación del Arrendatario en las mejoras introducidas al Inmueble, incluidas las Mejoras Iniciales, con límites de cobertura iguales al 100% del costo total de reposición de dichos bienes a la fecha, conforme a formularios de seguro con al menos la misma cobertura que la establecida en las últimas ediciones del Formulario de Cobertura de Edificios y Bienes Muebles [Building and Personal Property Coverage Form] (CP0010) publicado por ISO Commercial Risk Services, Inc.

c) Antes de la Fecha de Inicio, el Arrendatario deberá entregar a la Arrendadora las pólizas originales en que consten las coberturas de seguro requeridas, junto con una copia del endoso de asegurado adicional emitido respecto de la Póliza de Responsabilidad Comercial General, conforme al cual se designe asegurada adicional a la Arrendadora. Las compañías aseguradoras que otorgaren el seguro estarán obligadas a enviar con treinta días de anticipación a la Arrendadora un aviso por escrito de cualquier anulación, cambio sustancial o falta de renovación de alguna póliza de seguro, lo que deberá estipularse en los certificados en que conste el seguro. El Arrendatario deberá entregar a la Arrendadora los certificados de renovación al menos treinta (30) días antes del vencimiento de las pólizas. Todos los seguros exigidos conforme al presente instrumento deberán ser otorgados por compañías con al menos una clasificación "A" como tenedoras de pólizas generales, y una clasificación financiera al menos "X" en la última edición de "Best's

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Insurance Reports", y deberán ser aceptables para la Arrendadora en los demás aspectos.

d) No obstante cualquier disposición en contrario en este instrumento, la Arrendadora y el Arrendatario, hasta por el monto del producto del seguro que percibieren en relación con algún siniestro, renuncian por este acto a hacer valer frente a la otra todo derecho de recuperación por alguna pérdida o daño que hubiere sufrido en relación con el Edificio, el Inmueble, alguno de los bienes contenidos en los mismos, u operaciones desarrolladas en ellos, independientemente de que dicha pérdida o daño fuere provocado por falta o negligencia de la otra parte. La Arrendadora y el Arrendatario obtendrán de sus respectivas compañías de seguro, conforme a las pólizas de seguro relacionadas con el Edificio o el Inmueble y que mantuvieren en cualquier momento durante el Período de Vigencia, la renuncia a todos los derechos de subrogación que el asegurador de esa parte de este Contrato tuviere o pudiere tener en contra de la otra parte del presente instrumento, y tanto la Arrendadora como el Arrendatario indemnizarán y liberarán de responsabilidad a la otra parte por toda reclamación, pérdida o gasto - lo que incluye, entre otros, honorarios razonables de abogado - que pudiere producirse por el hecho de no haber obtenido dicha renuncia.

e) Si debido al incumplimiento del Arrendatario respecto de alguna de las disposiciones anteriores la Arrendadora fuere considerada co-asegurada por su compañía de seguros, todas las pérdidas, gastos o daños en que incurriere

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la Arrendadora por tal motivo, incluidos, entre otros, costos y honorarios de abogado, serán sufragados por el Arrendatario, deberán pagarse a la Arrendadora a requerimiento, devengarán intereses a la tasa máxima que la ley permitiere desde la fecha en que se exigiere el pago hasta la fecha efectiva de pago íntegro, y se considerarán canon de arrendamiento adicional conforme al presente instrumento. El Arrendatario reconoce que la Arrendadora no formula declaración alguna en que establezca que los límites de cobertura que se exige mantener al Arrendatario son suficientes para proteger al Arrendatario, y éste conviene en que, a expensas del Arrendatario, contratará y mantendrá los seguros con los límites de cobertura que el Arrendatario considerare suficientes para cubrir íntegramente los tipos de siniestros establecidos en este Artículo 21, y los demás seguros adicionales que el Arrendatario considerare convenientes. Si el Arrendatario no contratare o mantuviere los seguros estipulados en este contrato, la Arrendadora podrá, pero no estará obligada a, contratar dicho seguro a expensas del Arrendatario y éste deberá reembolsar a la Arrendadora, a requerimiento, todos los costos, gastos y primas, lo que incluye, entre otros, honorarios de abogado, en que esta última incurriere al respecto, junto con los intereses sobre dichos montos, a la tasa máxima que la ley permitiere, desde la fecha en que se exigiere su reembolso hasta la fecha efectiva de pago íntegro. Estos montos de considerarán canon de arrendamiento adicional conforme al presente instrumento.

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[...]

31. Recursos en Caso de Incumplimiento. Tras presentarse alguna situación de incumplimiento por parte del Arrendatario conforme a este instrumento, la Arrendadora tendrá la opción de recurrir a uno o más de los recursos que se indican a continuación, además de otros recursos estipulados en el presente o de los que dispusiere en derecho o en equidad, sin aviso ni exigencia de ninguna naturaleza:

a) La Arrendadora podrá rescindir y terminar este Contrato de Arrendamiento y despojar del Inmueble al Arrendatario.

b) La Arrendadora, sin rescindir ni terminar este Contrato de Arrendamiento, podrá declarar vencidos y pagaderos de inmediato todos los montos y cánones de arrendamiento adeudados conforme a este instrumento respecto del Período de Vigencia restante (o de cualquier prórroga o renovación del mismo), tras lo cual se acelerarán todos los cánones de arrendamiento y demás cargos adeudados hasta el término del Período de Vigencia o de algún período de renovación, si correspondiere.

c) La Arrendadora podrá optar por ingresar al Inmueble, recuperarlo y volverlo a arrendar por cuenta del Arrendatario, y responsabilizar al Arrendatario por todos los gastos en que incurriere en relación con el re-arrendamiento y por la diferencia entre el monto percibido por concepto de canon de re-arrendamiento y el monto adeudado y pagadero conforme a los términos de este Contrato.

d) La Arrendadora podrá ingresar al Inmueble y

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efectuar todo lo que el Arrendatario estuviere obligado a hacer conforme a los términos de este Contrato (y el Arrendatario reembolsará a la Arrendadora, a requerimiento, todos los gastos en que la Arrendadora pudiere incurrir al cumplir con las obligaciones del Arrendatario conforme a este instrumento); la Arrendadora no será responsable de los daños que dicha medida ocasionare al Arrendatario, independientemente de que fueren provocados por negligencia de la Arrendadora u otra causa.

e) La Arrendadora podrá recuperar de parte del Arrendatario un monto igual a todas las concesiones por concepto de canon de arrendamiento otorgadas al Arrendatario conforme a este Contrato, lo que incluye, entre otros, exención de canon de arrendamiento, asignaciones para mejoras y costos de traslado.

La totalidad de los citados derechos, recursos, facultades y opciones de la Arrendadora conforme a este Contrato serán acumulativos y la aplicación de alguno de dichos recursos no impedirá la aplicación de otros recursos de los que dispusiere en conformidad con este Contrato o con la ley, ni la aplicación de alguno de dichos recursos constituirá una pérdida o renuncia a algún canon de arrendamiento adeudado a la Arrendadora en razón del presente o a alguna indemnización por daños y perjuicios que le pudiere corresponder a la Arrendadora debido a la violación de los términos, disposiciones y cláusulas del presente Contrato. El hecho de que la Arrendadora no adoptare medidas en razón de alguna violación o contravención de alguno de los

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términos, disposiciones y cláusulas de este instrumento no se considerará una renuncia a adoptar medidas respecto de otra violación o contravención de los términos, disposiciones y cláusulas del presente. El hecho de que la Arrendadora se abstuviere de ejercer uno o más de los recursos estipulados en este Contrato en razón de algún incumplimiento, o el hecho de que la Arrendadora tardare en ejercer uno o más de dichos recursos en caso de incumplimiento, no se considerará una renuncia a ejercer sus derechos en razón de ese incumplimiento. Todos los dineros que gastare la Arrendadora y respecto de los cuales el Arrendatario fuere responsable, y todos los montos y cargos adeudados a la Arrendadora conforme a este Contrato constituirán cánones de arrendamiento y el Arrendatario deberá pagar a la Arrendadora todos los cánones de arrendamiento sin compensaciones ni contrarreclamaciones de ninguna naturaleza; asimismo, todos los cánones de arrendamiento vencidos devengarán intereses a la tasa máxima legal anual y se incluirán en cualquier derecho de retención por concepto de canon de arrendamiento.

[...]

35. Honorarios de Abogado. Si una de las partes no cumpliera con alguno de los términos, disposiciones, cláusulas y condiciones de este Contrato de Arrendamiento y debido a ello la otra parte contratara los servicios de un abogado a fin de exigir el cumplimiento de dichos términos o de prestar algún servicio relacionado con el incumplimiento, la parte en cuyo favor se decidiera tendrá derecho al pago de honorarios razonables de abogado y de todos los gastos y

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costos en que hubiere incurrido al respecto y al ejercer algún recurso. Dichos honorarios y costos incluyen, entre otros, honorarios y costos relacionados con las gestiones previas al juicio, el juicio, procesos de apelación, procesos judiciales y administrativos, de quiebra e insolvencia.

[...]

57. Cláusula Diplomática

a) Si el Gobierno de Estados Unidos de América y el Gobierno de Chile rompieren relaciones diplomáticas y/o consulares entre sí, y debido a ello el Arrendatario tuviere que dejar el Inmueble, el canon de Arrendamiento Base y el Canon de Arrendamiento Base Adicional se descontarán durante el período de tiempo en que no se permitiere al Arrendatario ocupar el Inmueble debido al rompimiento de relaciones diplomáticas y/o consulares. Si dicho período excediere de 90 días, la Arrendadora o el Arrendatario podrán terminar este Contrato de Arrendamiento mediante aviso por escrito a la otra parte, en cuyo caso este Contrato terminará a contar de la fecha de recibo de dicho aviso por escrito, en los mismos términos que si esa fecha correspondiere al último día del Período de Vigencia.

b) Si el Gobierno de Chile ordenare el cierre de la oficina del Consulado General de Chile en Miami, el Arrendatario tendrá derecho a terminar este Contrato de Arrendamiento luego de transcurridos tres (3) años desde su Fecha de Inicio, mediante aviso por escrito a la Arrendadora de la decisión del Arrendatario de terminar este Contrato, en cuyo caso el Contrato terminará seis (6) meses después de la

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fecha en que la Arrendadora recibiere dicho aviso.

[...]

MODIFICACIÓN

Esta modificación se realiza con fecha 1 de julio de 1996 [...]

3. Exención de Pago de Impuesto a las Ventas. El Arrendatario no será responsable del pago del impuesto a las ventas conforme al Contrato de Arrendamiento ("Impuesto a las Ventas de Cargo del Arrendatario") si proporcionare a la Arrendadora un comprobante por escrito, satisfactorio para la Arrendadora en cuanto a forma y fondo y vinculante para el Departamento de Impuestos de Florida y cualquier otra autoridad u organismo al que debiere pagarse el Impuesto a las Ventas de Cargo del Arrendatario, en que conste que el Arrendatario está exento de dicho impuesto y que no se exigirá a la Arrendadora cargar ni pagar el Impuesto a las Ventas de Cargo del Arrendatario que debería pagar el Arrendatario o la Arrendadora si el Arrendatario no estuviere exento del mismo. No obstante el derecho del Arrendatario a exención de pago del Impuesto a las Ventas de Cargo del Arrendatario, si no se eximiere a la Arrendadora de cargar o pagar el Impuesto a las Ventas de Cargo del Arrendatario conforme a lo establecido precedentemente, el Arrendatario conviene en que pagará a la Arrendadora la totalidad de los impuestos a las ventas de cargo del Arrendatario, según lo requerido conforme a los demás términos y disposiciones de este Contrato de Arrendamiento.

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5. Seguro. No obstante lo dispuesto en el Artículo 21 a) del Contrato de Arrendamiento, si el Arrendatario no pudiere contratar el seguro contemplado en el Artículo 21 a) del Contrato de Arrendamiento debido a que no se dispusiere de ese seguro por el hecho de que Arrendatario utilizare el Inmueble como oficina consular, o si se dispusiere de dicho seguro pero sólo a tasas que hicieren imposible su contratación, el Arrendatario quedará liberado de su obligación de contratar el seguro contemplado en el Artículo 21 a) del Contrato de Arrendamiento; sin embargo, se estipula que si no se exigiere al Arrendatario contratar el seguro estipulado en el Artículo 21 a) del Contrato de Arrendamiento conforme a este Artículo, ninguna disposición del presente liberará al Arrendatario de alguna obligación que hubiere estado asegurada si el Arrendatario hubiere contratado el seguro conforme al Artículo 21 a) del Contrato de Arrendamiento.

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SANTIAGO, CHILE, a 16 de septiembre de 2002.



LA TRADUCTORA OFICIAL

OFICINAS

LEASE AGREEMENT

Between

**BRICKELLEDELAWARE, INC.,
Landlord**

and

**THE CONSULATE GENERAL OF CHILE,
Tenant**

800 Brickell Avenue
Miami, Florida 33131

LEASE AGREEMENT

May This Agreement ("Lease") is entered into this *24th* day of *April*, 1996, between BRICKELL DELAWARE, INC., a Delaware corporation ("Landlord") and THE CONSULATE GENERAL OF CHILE, ("Tenant").

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at

1. Definitions. In this Lease the following terms have the following meanings:

(a) "Base Rental" is the annual rental rate for approximately 2,853 square feet comprised of the rented Premises plus a proportionate share of all areas which are for the common use and benefit of the tenants. Base Rental is more particularly described in paragraph 5 of this Lease.

(b) "Building" is the office building and all appurtenances thereto, located on that real property as more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Property"), having an address of 800 Brickell Avenue, Miami, Florida.

01/SEP/96

(c) "Commencement Date" is (July 1, 1996,) subject to the provisions of paragraph 3(a) of this Lease.

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PAGINA 151
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(d) "Lease Term" is the term of this Lease which shall begin on the Commencement Date and end on the date which is eighty-four (84) full calendar months (plus any partial calendar month in which the Commencement Date falls) after the Commencement Date, unless otherwise terminated or extended in accordance with the provisions of this Lease.

31/08/03

(e) "Operating Expenses" are the expenses defined in paragraph 3(b) (6) of this Lease.

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(f) "Parking Garage" shall mean the garage facility comprising a portion of the Building located on the Property.

(g) "Permitted Use" is use as general offices and is the only use for which the Tenant may use the Premises.

(h) "Premises" is the space deemed to be 2,853 square feet of rentable area located on the twelfth floor of the Building, as reflected on the crosshatched portion of the floor plan(s) attached to this Lease as Exhibit "B" and by this reference incorporated herein, and designated Suite 1230.

(i) "Rental Deposit" is waived.

(j) "Security Deposit" is waived.

(k) "Building Standard" shall mean the type, brand and/or quality of materials Landlord designated from time to time to be the minimum quality to be used in the Building or the exclusive type, grade or quality of material to be used in the Building.

2. Lease of Premises. Subject to the terms and conditions stated in this Lease, Landlord does hereby lease, demise and let unto Tenant, and Tenant does hereby lease, hire and take from Landlord, the Premises, to have and to hold for the Lease Term.

3. Commencement Date and Possession.

(a) Notwithstanding the date set forth in paragraph 1(c) of this Lease, the Commencement Date shall be the date which is the earlier of (i) the date on which Tenant or anyone claiming under or through Tenant first occupies or uses any or all of the Premises, or (ii) the date that the Initial Improvements (as defined below) to the Premises have been "Substantially Completed" (as defined below), in accordance with the Plans and Specifications (as defined in Exhibit "C" attached hereto and made a part hereof), provided that if Substantial Completion of the Initial Improvements is delayed because of Tenant Delay (as defined below), the Commencement Date shall not be extended or postponed but shall commence on the date which is the earlier of (A) the date that Substantial Completion would have occurred but for Tenant Delay, (B) the date set forth in paragraph 1(c) of this Lease, or (C) the date on which Tenant or anyone claiming under or through Tenant first occupies or uses any or all of the Premises. Other than postponing the Commencement Date as provided in this subparagraph (a), Landlord shall have no further liability for failure to achieve Substantial Completion by the Commencement Date specified in Paragraph 1(c) of this Lease.

(b) "Tenant Delay" shall mean any delay in completing the Initial Improvements which is caused by the omission or fault of Tenant or anyone acting under or for Tenant, including, without limitation, (i) Tenant's failure to meet the deadlines for delivery of information and/or approval of plans and specifications set forth in Exhibit "C" attached hereto and made a part hereof, (ii) Tenant's request for materials, finishes or installations which are other than Building Standard, (iii) Tenant's request for changes to the work described in the Scope Set (as defined in Exhibit "C") or the Plans and Specifications (notwithstanding Landlord's approval of such changes), (iv) the performance or completion of, or failure to perform or complete, improvements to the Premises by Tenant or anyone employed by or contracting with Tenant, (v) Tenant's failure to pay any portion of the Tenant Costs (as defined in Exhibit C) for which Tenant is responsible, or (vi) Tenant's failure to comply with any of the provisions of this Lease.

(c) The Initial Improvements to the Premises shall be deemed "Substantially Completed" when Landlord has sufficiently completed the Initial Improvements set forth in the Plans and Specifications, so as to allow Tenant to occupy the Premises for the uses and purposes intended without unreasonable disturbance or interruption except for the completion of punch list items and minor details of construction, mechanical adjustment or decoration which do not materially interfere with Tenant's use of the Premises and subject to the installation of telephone and other communications equipment and finish work to be performed by someone other than Landlord. If Tenant disputes Landlord's determination of the date that the Initial Improvements are Substantially Completed, then the Initial Improvements shall be deemed Substantially Completed on the earlier of (i) the date that a temporary and/or final certificate of occupancy or similar approval by the applicable governmental authority permitting occupancy of the Premises has been issued with respect to the Premises, or (ii) the date that Landlord's architect certifies in writing that the Initial Improvements to be made by Landlord are Substantially Completed. Landlord shall notify Tenant in writing when the Tenant Improvements to the Premises are Substantially Completed.

(d) Landlord shall permit and Tenant shall take possession and occupy the Premises on the Commencement Date. Tenant agrees to execute and deliver promptly a written certificate, on a form approved by Landlord, setting forth the Commencement Date as established by Landlord.

(e) If the Landlord, for any reason whatsoever (including, without limitation, the holding over of a prior tenant), cannot deliver possession of the Premises to the Tenant on or before the date set forth in paragraph 1(c) above, this Lease shall not be void or voidable as a result thereof, nor shall the Landlord be in default hereunder or liable to the Tenant for any loss or damage resulting therefrom. Notwithstanding anything to the contrary in this Lease, if the Tenant shall fail to timely deliver the Rental Deposit or the Security Deposit or any other item or payment required to be delivered by the Tenant to the Landlord upon execution of this Lease or thereafter, in addition to all other rights and remedies available to the Landlord under this Lease, including without limitation the right to terminate this Lease, the Landlord shall be excused from the performance of its obligations hereunder, including without limitation the commencement or continuation of the Initial Improvements to be performed by the Landlord hereunder; but such excuse from performance by the Landlord shall not affect any of the Tenant's obligations under this Lease, including without limitation for the payment of rent, nor delay the Commencement Date of this Lease, as established pursuant to the provisions of paragraph 3(a) of this Lease.

(f) Tenant acknowledges that Landlord shall have no obligation to complete any improvements desired to be installed at the Premises by Tenant prior to the Commencement Date other than the items specifically set forth in Exhibit C hereto as Landlord's obligations.

4. Use of Premises.

(a) Tenant shall not occupy or use, nor permit any portion of the Premises to be occupied or used, for any business or purpose except the Permitted Use, or permit any activity in the Premises which is illegal or deemed to be disreputable in any manner, which would annoy or offend other tenants or interfere with normal operations of the plumbing, mechanical, electrical, or HVAC systems of the Building, which, in the Landlord's sole opinion, creates a nuisance, which would increase the cost of insurance coverage with respect to the Building or do or fail to do anything which would violate the terms of any insurance policies maintained by Landlord or prevent Landlord from procuring insurance policies satisfactory to Landlord. If the Landlord's insurance premiums exceed the standard premium rates because the nature of Tenant's operation results in extra-hazardous exposure, or because of any act or omission of Tenant, then Tenant shall, upon receipt of appropriate invoices from Landlord, reimburse Landlord for such increase in premiums. Any such increase in premiums shall be considered as additional rent due and shall be included in any lien for rent.

(b) Tenant hereby represents, warrants and agrees that Tenant's business is not and shall not be, and that Tenant shall not use the Premises or any part thereof, or permit the Premises or any part thereof to be used, (i) for the business of photographic, multilith or multigraph reproductions or offset printing; (ii) for a retail banking, trust company, depository, guarantee or safe deposit business open to the general public, (iii) as a savings bank, a savings and loan company open to the general public, (iv) for the sale to the general public of travelers checks, money orders, drafts, foreign exchange or letters of credit or for the receipt of money for transmission, (v) as a stock broker's or dealer's office or for the underwriting or sale of securities open to the general public, (vi) as a restaurant or bar or for the sale of confectionery, soda, beverages, sandwiches, ice cream or baked goods or for the preparation, dispensing or consumption of food or beverages in any manner whatsoever, (vii) as a news or cigar stand, (viii) as an employment agency, labor union office, physician's or

dentist's office, dance or music studio, school (except for the training of employees of Tenant), (ix) as a barber shop or beauty salon, or (x) for the business of (a) operating a shared office facility, that is, a business which subleases space and/or offers centralized services to subtenants or customers on a shared basis, such as secretarial, receptionist, telephone, etc., or (b) providing word processing, secretarial, video conferencing, conference services, telephone answering, receptionist or mail receipt services.

5. Payment of Rent.

(a) As consideration for leasing the Premises, the Tenant agrees to pay the Landlord the Base Rental and additional Base Rental for the Lease Term as set forth herein. Subject to the provisions of subparagraph (b) of this paragraph 5, the rent due in respect of any portion of the Lease Term described in subparagraph 6(a) shall be payable in equal monthly installments in advance on the Commencement Date and on the first day of each calendar month thereafter, without demand, setoff or deduction. Notwithstanding the foregoing, in no event shall rent commence prior to July 1, 1996.

(b) The first monthly installment of Base Rental shall be due and payable on the Commencement Date. If the Commencement Date is the first day of a calendar month, the Rental Deposit, if any, paid by the Tenant upon the execution of this Lease shall be credited against the Base Rental then due. If the Lease Term commences on any day of the month other than the first day, Tenant shall pay Landlord Base Rental for such commencement month on a pro rata basis (such proration to be based on the actual number of days in the commencement month), and the Rental Deposit, if any, paid by Tenant upon execution of this Lease shall be credited to the next full month's rent due hereunder.

(c) In addition to the Base Rental, Tenant shall pay to Landlord each month a sum equal to any sales tax, tax on rentals, and any other governmental charges, or taxes now in existence or hereafter imposed, which are based upon the privilege of renting the Premises, or upon the amount of rental collected therefor. Nothing in this Lease, however, shall be taken to require Tenant to pay any part of any Federal, state or local taxes on income imposed upon Landlord. To the extent that Tenant is exempt from any sales tax, tax on rentals and any other governmental charges, Tenant shall not be required to pay same.

(d) Tenant shall pay a late charge in the amount of Two Hundred Fifty and No/100 Dollars (\$250.00) if any monthly installment of Base Rental or additional Base Rental is not paid within five (5) days of when due. Tenant shall be required to pay Landlord interest on any rental due that remains unpaid five days after due date. Said interest will be computed at the maximum legal rate and be payable upon demand by Landlord. Such interest shall be considered additional rent.

(e) Base Rental and all other sums due and payable to Landlord hereunder shall be paid in legal tender of the United States of America to Brickell Delaware, Inc., at P.O. Box [REDACTED], Chicago, Illinois [REDACTED], or elsewhere as most recently designated by Landlord's written notice to Tenant. Landlord shall provide Tenant with a receipt evidencing payment.

6. Base Rental; Base Rental Adjustments.

(a) Subject to adjustment pursuant to the provisions of this paragraph 6, Base Rental for the Lease Term shall be \$397,422.90, plus applicable tax, payable, in advance, without setoff or deduction as follows:

<u>Portion of Lease Term</u>	<u>Base Rental Rate (per rentable square foot)</u>	<u>Base Rental for Portion of Lease Term</u>
Year 1	19.90	56,774.70
Year 2	19.90	56,774.70
Year 3	19.90	56,774.70
Year 4	19.90	56,774.70
Year 5	19.90	56,774.70
Year 6	19.90	56,774.70
Year 7	19.90	56,774.70

Handwritten signature/initials

(b) In addition to the Base Rental set forth in subparagraph (a) of this paragraph 6, Tenant shall pay to Landlord, as additional Base Rental, Tenant's proportionate share of Operating Expenses for any calendar year (or part thereof) during the Lease Term (including the first year thereof) in excess of Operating Expenses for the Base Year 1996 ("Base Year Operating Expenses"), as follows:

(1) Landlord may estimate for each calendar year of the Lease Term the increase in Operating Expenses for such year over Base Year Operating Expenses. In addition, if requested by Tenant, Landlord shall provide Tenant with an estimate of the increase in Operating Expenses for such year over Base Year Operating Expenses to enable Tenant to appropriately budget Tenant's anticipated payment due under this Lease. Tenant shall pay Landlord, as additional rental each month, without setoff or deduction, one twelfth of Tenant's proportionate share of such estimate, plus applicable sales tax. Tenant shall make monthly payments of additional Base Rental based on the estimated Operating Expenses set forth in the most recent statement provided by Landlord in accordance with subparagraph (b)(3) below. If Tenant's share of the actual amount of increased Operating Expenses for such calendar year (as determined under the further provisions of this paragraph 5) is different than the estimate, any overpayment shall be credited against additional Operating Expenses due in the future, if any. If no additional Operating Expenses become due in the future, then any overpayment shall be returned to Tenant if it has no further liability to Landlord under this Lease. Any underpayment shall be charged to Tenant under the further provisions of this paragraph 6. Notwithstanding anything to the contrary contained herein, the amount of any increases in Controllable Operating Expenses, as hereinafter defined, for any year shall be limited to increases of not more than ten percent (10%) annually above the amount paid during the immediately preceding year. Controllable Operating Expenses shall mean all Operating Expenses other than Taxes and Insurance, as said terms are hereinafter defined. There shall be no limitation on annual increases with respect to Taxes and Insurance which are included in Operating Expenses.

(2) If the cost to the Landlord for Operating Expenses during any calendar year of the Lease Term exceeds Base Year Operating Expenses, the Tenant shall pay to the Landlord as additional Base Rental the Tenant's proportionate share of the increase in such costs. Tenant shall receive credit, however, for the estimated Operating Expenses paid for such year under subparagraph (b)(1) above. The proportionate share to be paid by the Tenant shall be the percentage which the Premises then leased by the Tenant in the Building bears to the total area contained in the Building which is leasable to tenants (whether such area is leased or not). The amount of such additional Base Rental, if any, shall be determined in

accordance with the following formula: rentable square feet of the Premises divided by total rentable square feet of the Building which is leasable to tenants (whether such area is leased or not), multiplied by the dollar amount that Operating Expenses have increased above Base Year Operating Expenses, provided that such additional Base Rental shall be pro-rated for any partial calendar year following the commencement of the Lease Term. Tenant agrees that Tenant's proportionate share is 1.375%. Notwithstanding the foregoing, if Landlord is not required to provide certain normal Building services to a tenant, then the cost of such services shall be apportioned among the tenants provided such services, and for such purpose the denominator provided in the above formula shall be reduced by the area of the premises leased by tenants who are not provided those services.

(3) Landlord shall, within 90 days after the close of any calendar year for which additional Base Rental is due, or as soon as possible thereafter, give a written statement to Tenant showing computations for additional rent due. Such computations shall show additional Base Rental due with respect to the preceding calendar year based on actual Operating Expenses calculated in accordance with this paragraph 6, and additional Base Rental due with respect to the current calendar year based on adjusted estimated Operating Expenses for such year. Notwithstanding the foregoing, Landlord may also, at Landlord's option, give Tenant a written statement showing the computation of any additional Base Rental due by reason of any increase in the Operating Expenses referred to in subparagraph (b) (6) (E) of this paragraph 6 within 30 days after receipt by Landlord of tax or assessment statements enabling Landlord to determine the amount of additional Base Rental attributable to or resulting therefrom. Tenant shall have the right, at Tenant's expense during normal business hours and upon Landlord's receipt of prior written notice, to inspect Landlord's books and records showing the Operating Expenses for such calendar year, and the annual operating statement or other statement shall be deemed approved unless protested in writing within 30 days after receipt by Tenant. Within five (5) days after receipt of each statement for additional Base Rental, the Tenant shall make full payment of the additional Base Rental (including any additional sales tax due to any adjustments to additional Base Rental) due for the preceding calendar year, if any, and full payment of the additional Base Rental (including any additional sales tax due to any adjustments to additional Base Rental) due for the preceding months of the then current calendar year. If the Tenant protests the statement of increased Operating Expenses provided by the Landlord, the Tenant shall nonetheless make payments in accordance with such statement.

(4) Additional Base Rental due under this paragraph for the final months of the Lease Term is due and payable even though it may not be calculated until subsequent to the termination date of the Lease. The Operating Expenses for the calendar year during which the Lease terminates shall be pro-rated according to that portion of the year that this Lease was actually in effect.

(5) Intentionally Deleted.

(6) The term "Operating Expenses" shall mean all costs and expenses of every kind and nature paid or incurred by Landlord in connection with the management, operation, maintenance and repair of the Building and Common Areas (as defined below), including, without limitation, following:

(A) the management, operation, replacement, maintenance, repair, redecorating and refurbishing, conforming with rules and regulations of zoning authorities and all other authorities having jurisdiction and the Fire Insurance Rating Organization and Board of Fire Underwriters, provision of utilities and other services, including without limitation, water, sewer, electricity, gas and fuel oil, the removal and disposal of freon or similar chlorofluorocarbons and associated retrofitting of equipment (the cost with respect to which, at the option of Landlord, may be expensed in the lease year when incurred or amortized), and all other costs and expenses of every kind and nature, foreseeable or unforeseeable, required or desired, suggested or recommended for the operation, maintenance or otherwise of the Building or with respect to the Common Areas of the Building in a manner deemed by Landlord, in Landlord's sole discretion, to be appropriate for the best interest of the Building as conclusively determined by Landlord in accordance with Landlord's method of accounting and allocated to any year on the accrual method of accounting;

(B) the maintenance, repair and replacement, refurbishment and redecorating (except to the extent of Landlord's receipt of the proceeds of insurance therefor) of any and all portions of the Building and improvements and all electrical equipment, plumbing, heating, ventilating, air conditioning, sprinkler, security, fire alarm and other systems, elevators, equipment, furnishings and fixtures (interior and exterior, structural and nonstructural, foreseen and unforeseen) (other than such maintenance, repair and replacements as Landlord may perform on the interior of any tenant's premises at such tenant's expense);

(C) all property, liability and other insurance carried by and in the discretion of Landlord on the Building, the operation thereof, and the Common Areas and every other facility or property used or required or deemed necessary in connection with any of them, including but not limited to property insurance covering the full replacement cost of the real property, boiler and machinery, improvements, and rental income against all risk of loss, including loss caused by the perils of earthquake and flood, and general, automobile and excess liability insurance, excluding coverage of Tenant's personal property and Tenant's improvements on or in the Premises (collectively the "Insurance");

(D) any and all other expenses and charges whatsoever paid or incurred by Landlord in connection with the management, operation, administration and leasing of the Building, including, but not limited to: (i) the reasonable costs and fees of attorneys, real estate appraisers, accountants and tax consultants, incurred in contesting any Taxes, ordinances, regulations or assessments in an effort to reduce or lower Taxes or Operating Expenses (or to oppose increases in same); provided, however, that Landlord shall have no obligation to undertake any contest, appeal or other procedure to minimize; (ii) reserves for the replacement of all or any part of the Building or the Common Areas (calculated on such life as Landlord's accountants shall determine); (iii) the wages and salaries and other compensation of any manager, security and other personnel who implement the aforesaid management, maintenance, security, operation,

replacement, etc., of the Building or the Common Areas and related costs including employer's social security taxes, unemployment taxes and insurance and any other taxes which may be levied on such wages and salaries, worker's compensation insurance, pension and retirement benefits; (iv) the cost of janitorial services, trash and garbage removal, guard and security services, window cleaning, and the costs of office space, supplies, materials, uniforms and equipment; (v) the cost of maintaining and auditing books and records; (vi) all costs and repair of the Parking Garage; and (vi) the fair market rental value of Landlord's and the manager's offices and storage areas in the Building, provided said offices and storage areas are devoted solely to the management, operation, maintenance or repair of the Building and provided such rent shall not be charged to Operating Expenses to the extent such offices include more than 5,000 square feet of rentable area and not to the extent such storage areas exceed 2,000 square feet of storage area;

(E) all impositions, real estate, personal property, intangible, excise, and all other taxes and assessments (general, special or otherwise), water and sewer rents and other governmental levies and charges of any and every kind, nature and sort whatsoever, ordinary and extraordinary, foreseen and unforeseen, and substitutes therefor, including all taxes whatsoever (except any inheritance, estate, succession, or gift tax imposed upon Landlord or any income tax specifically payable by Landlord as a separate taxpaying entity without regard to Landlord's income sources as arising from or out of the Building), attributable in any manner to the Building, or the rents receivable therefrom, or any part thereof or any use thereon or any facility located therein or used in conjunction therewith, including land intended for future development, or any charge or other payment required to be paid to any governmental authority, whether or not any of the foregoing shall be a so-called "real estate tax" (collectively, "Taxes").

(7) The term "Common Areas" shall mean those areas devoted to corridors, elevator foyers, restrooms, mechanical rooms, storage rooms, janitorial closets, electrical and telephone closets, vending areas and other similar facilities provided for the common use or benefit of tenants of the Building generally and/or the public, and property which is not located within the Building and which is provided and maintained for the common use and benefit of Landlord and tenants of the Building (or multi-building project) generally, and the employees, invitees and licensees of Landlord and such tenants, including without limitation, all parking areas, enclosed or otherwise, and all streets, sidewalks, landscaped areas, fountains, waterwalks, plaza areas, and adjacent areas; provided, however, that any portion of the Building so included within Common Areas shall be excluded therefrom when designated by Landlord for a non-common use; and any portion thereof not heretofore included within Common Areas shall be included when so designated and improved for common use.

(8) For purposes of calculating Operating Expenses for each year of the Lease Term subsequent to the Base Year, an adjustment will be made so that Operating Expenses are determined as though the Building were fully occupied and provided with services during each such year subsequent to the Base Year. Notwithstanding anything to the contrary in subparagraph 6(b)(2), for purposes of calculating Tenant's

proportionate share of Operating Expenses for each year of the Lease Term subsequent to the Base Year, if less than the entire Building is occupied during such year, Tenant's proportionate share shall be a fraction, the numerator of which is the number of square feet comprising the Premises, and the denominator of which is the average number of rentable square feet in the Building which were occupied during such year. For the sole purpose of calculating Base Year Operating Expenses, all non-recurring Operating Expenses for the Base Year shall be excluded. Expenditures for capital improvements not exceeding Five Thousand Dollars (\$5,000.00) per item shall be deemed to be included in Operating Expenses. If Landlord should incur capital expenditures respecting the Building which have the effect of reducing Operating Expenses otherwise includable in the calculation of Operating Expenses, such capital expenditures may be reflected and recoverable by Landlord by including in Operating Expenses an annual amount which is the lesser of (a) the current depreciation and/or amortization (either being applied on a straight line basis) allowable respecting such capital items for federal tax reporting purposes, or (b) the actual or estimated savings effected by reason of such capital installation or improvement.

7. Improvements.

(a) Initial Improvements. Exhibit C attached hereto and made a part hereof sets forth the agreements of Landlord and Tenant with respect to the initial improvements which Tenant desires to have made to the Premises (the "Initial Improvements"), including, without limitation, the schedule for submitting and approving Plans and Specifications with respect thereto. Landlord's obligations as to work to be performed with respect to the Premises prior to the Commencement Date, if any, is solely as set forth in Exhibit C. Except for those items to be constructed by Tenant as set forth in the Scope Set and the Plans and Specifications, as said terms are defined on Exhibit C, Landlord shall cause the Initial Improvements to be constructed and installed in the Premises substantially in accordance with the Plans and Specifications utilizing building standard materials and finishes. Tenant shall pay to Landlord in advance, or within five days after Landlord makes written demand for payment upon Tenant and prior to continuation of construction, all estimated and actual costs incurred in connection with any changes to the work described in the Scope Set requested by Tenant or any changes or modifications to the Initial Improvements as set forth in the Plans and Specifications which have been approved by Landlord and Tenant prior to the commencement of construction of the Initial Improvements, including, without limitation, the costs of any additional plans and drawings necessitated by such change or modification and changes from building standard materials and finishes.

(b) General.

(1) No improvements to the Premises shall be made by Tenant without the prior written approval of Landlord. All improvements to the Premises made by Tenant shall be at Tenant's sole cost (except as otherwise set forth in Exhibit C hereto), and shall be made in accordance with plans and specifications approved by Landlord. Except as set forth in paragraph 4 of Exhibit C, no improvements shall be made by Tenant to the Premises prior to the completion of the Initial Improvements.

(2) Workmanship and materials used for improvements to the Premises made by Tenant shall be of best quality and in conformity with the Building Standards. All

design, construction and installation shall conform to the requirements of applicable building, plumbing and electrical codes and the requirements of any authority having jurisdiction over or with respect to such work.

(3) All improvements made to the Premises shall be the property of the Landlord during the Lease Term and shall remain the property of the Landlord upon termination of this Lease.

(4) Plans and specifications (including architectural, structural, mechanical, electrical and plumbing) of Tenant's proposed improvements to the Premises shall be submitted to Landlord for approval in writing by Landlord prior to construction. Without limiting the foregoing, Tenant shall submit to Landlord final and complete dimensional, architectural and mechanical drawings and specifications for partitions, layouts, including openings, ceiling and lighting layouts, electrical outlets, and any and all other information as may be necessary to complete the improvements to the Premises.

(5) Tenant's contractors shall be subject to the reasonable approval and administrative supervision of Landlord and shall (and Tenant's agreement with the contractors will so provide):

(i) comply with such rules and regulations as may be promulgated by Landlord (including systems interfacing, clean-up, use of temporary utilities, protection of installed materials or equipment, sanitary facilities, temporary lighting and cooling and access to the Premises and payment of costs with respect thereto); and

(ii) conduct their work in such a manner as to maintain harmonious labor relations with and not interfere with or delay the work of Landlord's contractors; and

(iii) maintain such payment and performance bonds and property and liability insurance, naming Landlord and the Building manager as additional insureds, in force and effect as may be reasonably requested by Landlord or is required by applicable law.

Landlord shall have the right to disapprove any of Tenant's contractors or subcontractors if Landlord has reason to believe that such contractors or subcontractors are (A) not licensed as required by any governmental agency, (B) not technically qualified or sufficiently staffed to do the work, (C) not financially capable of undertaking or completing the work, (D) incompatible with any of Landlord's contractors or subcontractors working on the Building, or (E) not adequately insured. If Tenant's contractors, subcontractors or laborers fail to conform to Landlord's administrative supervision or rules, resulting in damage to the Premises, the Building or the Common Areas, Tenant shall be liable for the cost to repair any such damage.

(c) Tax on Improvements, etc.

Tenant shall be liable for and shall pay to Landlord or directly to the appropriate taxing authority, before delinquent, all taxes levied or assessed against or for leasehold improvements to the Premises, fixtures, merchandise, equipment, interior partitions, and heating, cooling or ventilating equipment located within the Premises, or any other interior improvements of whatever kind and to whomever belonging, situated or installed in or upon the Premises,

whether or not affixed to the realty. In the event that the taxing authorities shall at any time during the Lease Term assess any of the above-described property against the real estate, the taxes so assessed shall be repaid by Tenant to Landlord not later than three days prior to the date they become due.

8. Condition of Premises.

(a) Taking possession of the Premises by Tenant shall be conclusive evidence as against Tenant that the Premises were Substantially Completed in accordance with the Plans and Specifications and were in good and satisfactory condition when possession was so taken. This Lease does not grant to Tenant any right to light or air over or about the Premises or the Building.

(b) Landlord shall not be responsible for the repair, replacement or maintenance of any improvements to the Premises, other than as described in Section 9, after the construction of the Initial Improvements.

9. Services.

(a) Landlord agrees to use all reasonable efforts to furnish or cause to be furnished to Tenant, while occupying the Premises and during such time as Tenant is not in default under this Lease, the following:

(i) Water at those points of supply provided for the general use of the tenants in the Building;

(ii) Heat and refrigerated air conditioning in season from 7:00 AM to 7:00 PM, Monday through Friday, and from 8:00 AM to 1:00 PM on Saturday, in each instance excepting holidays, and at such temperature and in such amounts as are considered by Landlord to be standard for comparable office buildings located on Brickell Avenue, such service on holidays and at other times to be furnished only at the request of Tenant, who shall bear the entire cost thereof as additional rent. Landlord agrees, however, that the temperatures and amounts of such heat or refrigerated air conditioning shall be consistent with the temperatures and amounts which are customarily furnished to tenants of other first-class office buildings in Miami, Florida. Whenever machines or equipment that generate abnormal heat are used in the Premises which affect the temperature otherwise maintained by the air conditioning system or should Tenant occupy the Premises with more than one person per 150 square feet, Landlord shall have the right to install supplemental air conditioning to cool the Premises and the cost thereof, including the cost of installation, operation, use and maintenance, shall be paid by Tenant to Landlord as additional rental on demand;

(iii) Elevator service in common with other tenants for ingress to and egress from the Premises; provided, however, Landlord may reasonably limit the number of elevators in operation after usual and customary business hours, and on Saturdays, Sundays and holidays;

(iv) Janitorial cleaning services as may in the judgment of Landlord be reasonably required;

(v) Electricity for lighting (up to a maximum of 2 watts per square foot), and other normal uses in the Premises (up to a maximum of 3/4 of a watt per square foot) twenty-four hours a day;

(vi) Electrical lighting of public areas and service areas of the Building as may in the judgment of Landlord be reasonably required.

Failure to any extent to furnish or any stoppage of these defined services resulting from any cause whatsoever (including, without limitation, in connection with the alteration to or replacement of freon-containing equipment) shall not render Landlord liable in any respect to any person, property or business, nor be construed as an eviction of Tenant or work an abatement of rent, nor relieve Tenant from fulfillment of any covenant or agreement hereof. Should any equipment or machinery break down, or for any cause cease to function properly, Landlord shall use reasonable diligence to repair the same, or to cause the same to be repaired promptly, but Tenant shall have no claim for rebate or abatement of rental or damages on account of any interruptions in service occasioned thereby or resulting therefrom.

(b) Landlord may charge Tenant such amounts as Landlord may determine for electricity, heat and air conditioning (i) which Tenant may request for periods other than when provided by Landlord and (ii) which is consumed during construction of the Initial Improvements in the Premises. Tenant shall request such electric, heat and air conditioning service at least 24 hours in advance. Tenant acknowledges that Landlord's current charges for air conditioning services for periods other than when provided by Landlord are billed at the rate of \$25.00 per hour, and are subject to change by Landlord. Charges for such additional electricity, heat and air conditioning may be for providing such service to an area larger than the Premises.

(c) No electrical current shall be used except that furnished or approved by the Landlord, nor shall electric cable or wire be brought into the Premises, except upon the written consent of the Landlord. Tenant shall use only office machines and equipment that operate on the Building's standard electric circuits, but which in no event shall overload the Building's standard electric circuits from which the Tenant obtains electric current. Any consumption of electric current in excess of that considered by Landlord to be usual, normal and customary for all tenants, or which requires special circuits or equipment (the installation of which shall be at Tenant's expense after approval in writing by Landlord), shall be paid for by the Tenant as additional rent paid to the Landlord in an amount determined by Landlord, based upon Landlord's estimated cost of such excess electric current consumption or based upon the actual cost thereof if such excess electric current consumption is separately metered.

10. Charges for Services. Any charges to Tenant by Landlord for services or for work done on the Premises by order of Tenant, or otherwise accruing under this Lease, shall be considered as rent due and shall be included in any lien for rent.

11. Right of Entry. Landlord, or any of his agents, shall have the right to enter the Premises during all reasonable hours to examine the same or to provide such maintenance and make such repairs, additions or alterations as may be deemed necessary for the safety, comfort, or preservation thereof, or of the Building (including, without limitation, to undertake any necessary alterations or replacement of freon-containing equipment), or to exhibit said Premises at any time within 180 days before the expiration of this Lease, all without any liability to the Tenant therefor. Said right of entry shall likewise exist for the purpose of removing placards, signs,

fixtures, alterations, or additions which do not conform to the requirements of this Lease.

12. Alterations and Repairs.

(a) Tenant will, at Tenant's own expense, keep the Premises and the improvements thereto in good condition and repair during the Lease Term and will replace at its own expense any and all broken glass caused by Tenant, its agents, employees, invitees, licensees, visitors, customers or patrons in and about the Premises. If Tenant fails to make any repairs or replacements promptly, or in the case of emergency, Landlord may, at its option, make repairs or replacements and Tenant shall repay the cost thereof, plus an additional charge of fifteen percent, to Landlord on demand, together with interest at the maximum rate permitted by law from the date of demand until paid.

(b) Tenant will make no alterations, additions or improvements in or to the Premises without the written consent of Landlord, which shall not be unreasonably withheld, and all additions, fixtures, carpet or improvements, except only office furniture and fixtures which are readily removable without damage to the Premises, shall be and remain a part of the Premises at the expiration of this Lease.

(c) Landlord shall have the right and privilege to make and build additions to the Building and make such alterations and repairs to the Building (including, without limitation, alterations to or replacement of freon-containing equipment) as it may deem wise and advisable without any liability to the Tenant therefor.

13. Rules and Regulations. Tenant agrees to comply with all reasonable rules and regulations Landlord may adopt from time to time for operation of the Building and Parking Garage and protection and welfare of the Building and Parking Garage, its tenants, visitors and Tenant shall cause all of its agents, employees, invitees and visitors to comply with such rules and regulations. The present rules and regulations, with which Tenant hereby agrees to comply, entitled "Rules and Regulations" are attached to this Lease as Exhibit "D" and by this reference incorporated herein. Any future rules and regulations promulgated by Landlord shall become a part of this Lease and Tenant hereby agrees to comply with the same upon delivery of a copy thereof to Tenant, providing the same are reasonable and do not materially impair Tenant's use and enjoyment of the Premises. Landlord shall not be liable to Tenant for violation of the Rules and Regulations or any other act or omission by any other tenant of the Building.

14. Governmental Regulations. With respect to Tenant's use and occupancy of the Premises, Tenant agrees to fully comply with all municipal, county, state and federal laws, ordinances, rules, regulations, standards and guidelines of any governmental entity, agency or authority having jurisdiction over the Premises or Tenant's use of the Premises, including without limitation, the Americans with Disabilities Act. To the extent permitted by law, Tenant shall pay all costs and expenses, and shall reimburse, indemnify, and hold harmless Landlord for and against any and all costs and expenses incurred by Landlord (including, without limitation, any and all fines, civil penalties, damages, and attorneys' fees and expenses) in connection with any non-compliance with any applicable laws, including without limitation, in connection with any alterations, modifications, renovations, or accommodations required to be made to the Premises or the Building pursuant to the Americans with Disabilities Act, as

amended from time to time, and any regulations now or hereafter promulgated pursuant thereto (or any violation of the aforesaid law and regulations), as a result of the use or occupancy of the Premises by Tenant, its employees, agents and invitees. Tenant represents and warrants to Landlord that it has obtained all permits and licenses required to conduct the type of business which it intends to conduct in the Premises.

15. Liens.

(a) Tenant agrees to pay all liens of contractors, subcontractors, mechanics, laborers, materialmen, and other items of like character, and agrees not to permit any mechanic's liens or other liens to be placed upon the Premises or the Building, and indemnify Landlord against all expenses, costs and charges of whatever nature, including bond premiums for release of liens and attorneys' fees and costs reasonably incurred by Landlord as a result of the filing of any such liens, judgments, or encumbrances caused or suffered by Tenant. If any such lien is made or filed, Tenant shall bond against or discharge the same within ten days after the same has been made or filed. In the event any such lien is filed with respect to the Premises or the Building, then, in addition to any other rights or remedies of Landlord, Landlord, may, but shall not be obligated to, discharge same. The expenses, costs and charges above referred to shall be considered as rent due and shall be included in any lien for rent.

(b) The Tenant shall not have any authority to create any liens for labor or material in the Landlord's interest in the Premises and all persons contracting with the Tenant for the destruction or removal of any facilities or other improvements or for the erection, installation, alteration, or repair of any facilities or other improvements on or about the Premises, and all materialmen, contractors, mechanics, and laborers, are hereby charged with notice that they must look only to the Tenant and to the Tenant's interest in the Premises to secure the payment of any bill for work done or material furnished at the request or instruction of Tenant.

16. Taxes. Tenant shall obtain all licenses and permits, and shall pay all fees, charges, taxes and assessments, now or hereafter imposed, foreseen and unforeseen, that may be due, levied or assessed against Tenant, or Tenant's business, during the term of this Lease. Tenant shall also pay, in addition to the taxes described in subparagraph 6.6, any and all taxes and assessments that may be due, levied or assessed upon this Lease, or that arise as a result of this Lease. In addition, Tenant shall also pay, prior to the time the same shall become delinquent, all taxes and assessments of any nature whatsoever imposed by any governmental authority on:

(i) all inventory, furniture, trade fixtures, personal property, and equipment owned by Tenant;

(ii) all leasehold improvements installed upon the Premises during the term of this Lease by Tenant or by Landlord on behalf of Tenant; and

(iii) any and all other property located on the Premises or attributable to the businesses conducted thereon.

Anything in this Paragraph to the contrary notwithstanding, Tenant shall not be required to pay any inheritance, estate, or gift tax imposed upon Landlord or any income tax specifically payable by Landlord as a separate

taxpaying entity without regard to Landlord's income sources arising from or out of the Building.

17. Estoppel Certificate. Tenant agrees that from time to time, upon not less than ten days prior request by Landlord, Tenant will deliver to Landlord a statement in writing certifying: (a) that the Lease is unmodified and in full force and effect (or, if there have been modifications, that the Lease as modified is in full force and effect and stating the modifications); (b) the dates to which the rent and other charges have been paid; (c) the annual rental rate then in effect; (d) the Lease Term; (e) that all conditions to Tenant's possession of the Premises and commencement of the Lease Term have been satisfied; (f) that Landlord is not in default under any provisions of this Lease, or, (g) if Landlord is in default or if any other certificate cannot be made, the nature thereof or reasons therefor in detail. Failure of Tenant to execute the statement within ten days after request shall conclusively constitute Tenant's verification that this Lease is in full force and effect and that Landlord is not in default in any respect, and Tenant shall thereafter be estopped from any defense to the foregoing verifications. Tenant additionally hereby constitutes and appoints Landlord the Tenant's attorney-in-fact to execute any such statement for and on behalf of Tenant, which appointment is coupled with an interest and irrevocable.

18. Subordination.

(a) This Lease is and shall be subject and subordinate to any ground or underlying lease and any lease of air rights which may now or hereafter affect the Building or the Property and to any amendment, modification, renewal, or extension of any such ground or underlying lease or lease of air rights. This Lease is also subject and subordinate to any mortgage which may now or hereafter encumber the Property and/or the Building and to any mortgage which may now or hereafter affect any lease of air rights or ground or underlying lease of the Land and/or Building and to all renewals, modifications, amendments, increases, consolidations, replacements, or extensions of any of the foregoing, with the same force and effect as though the mortgage were made, executed and delivered for value before this Lease was entered into. The landlord or lessor under any ground or underlying lease is referred to in this paragraph as "over-landlord." This clause shall be self-operative and no further instrument of subordination shall be required by any over-landlord or mortgagee. In confirmation of such subordination, Tenant, without cost or charge to Landlord, shall execute promptly any certificate or instrument of subordination that Landlord may request. Tenant, additionally, hereby constitutes and appoints Landlord the Tenant's attorney-in-fact to execute any such certificate or certificates or any such instrument or instruments for and on behalf of Tenant, which appointment is coupled with an interest and irrevocable.

(b) In the event of any act or omission by Landlord which would or may give the Tenant the right to diminish, abate or suspend rent or terminate this Lease or to claim a partial or total eviction, the Tenant will not exercise any such right until:

(1) it has given written notice of any such act or omission to the holder of any leasehold mortgage or of any fee mortgage and to the over-landlord whose names and addresses previously have been furnished to Tenant by giving such notice in the manner described in paragraph 42; and

(2) a reasonable period of time for remedying such act or omission shall have elapsed following receipt of such notice during which the parties to whom such notice has been given, or any of them, after the receipt of such notice has not commenced with reasonable diligence the remedying of such act or omission or to cause the same to be remedied.

(c) If, in connection with obtaining temporary or permanent financing for the Property and/or Building or of any ground or underlying lease, any lender shall request reasonable modifications of this Lease as a condition to such financing, Tenant agrees that Tenant will not unreasonably withhold, delay or defer the execution of an agreement of modification of this Lease provided that such modifications do not increase the financial obligations of Tenant hereunder or materially adversely affect the leasehold interest hereby created or Tenant's reasonable use and enjoyment of the Premises. In the event of Tenant's refusal to execute and deliver any such modification agreement within ten days after request therefor by Landlord, Landlord shall have the right to cancel and terminate this Lease and upon such cancellation and termination neither party shall have any further right or obligation to the other arising out of the execution and delivery of this Lease (other than obligations arising or accruing hereunder prior to the termination of the Lease).

(d) If the lessor of a superior lease or the holder of a mortgage shall succeed to the rights of Landlord under this Lease, whether through possession or foreclosure action or deed in lieu of foreclosure or delivery of a new lease or deed, then Tenant shall attorn to and recognize such successor landlord as Tenant's landlord under this Lease, and shall promptly execute and deliver any instrument that such successor landlord may request to evidence such attornment. Tenant hereby irrevocably appoints Landlord or the successor landlord the attorney-in-fact of Tenant to execute and deliver any such required instrument on behalf of Tenant, in Tenant's name as Tenant's act and deed, the parties hereto agreeing that the Landlord and all successor landlords who may be the landlord from time to time have a financial interest in this designation and this designation may not be revoked or terminated without such landlord's consent and notwithstanding the death, disability or dissolution of the Tenant or Tenant entity. The rights given to the successor landlord include such successor landlords who derive title through a mortgagee's foreclosure sale. Upon such attornment this Lease shall continue in full force and effect as if it were a direct lease, for the balance of the term of this Lease, between the successor landlord and Tenant upon all of the terms, conditions and covenants as are set forth in this Lease except that the successor landlord shall not:

(1) Intentionally Deleted.

(2) be obligated to repair, restore, replace, or rebuild the Building or the Premises, in case of total or substantially total damage or destruction, beyond such repair, restoration, and/or rebuilding as can reasonably be accomplished with the net proceeds of insurance actually received by or made available to the successor landlord;

(3) be liable for any previous act or omission of Landlord under this Lease;

(4) be subject to any offset, not expressly provided for in this Lease, which shall have theretofore accrued to Tenant against Landlord;

(5) be bound by any previous prepayment of more than one month's rent, unless such prepayment shall have been expressly approved in writing by the lessor of the superior lease or the holder of the mortgage through or by reason of which the successor shall have succeeded to the rights of Landlord under this Lease.

(6) be liable for any Security Deposit not actually received by the lessor of the superior lease or the holder of the mortgage.

19. Indemnify Landlord.

(a) Tenant, at all times, will defend, indemnify and keep harmless Landlord from all losses, damages, liabilities and expenses, including reasonable attorneys' fees and costs (including fees on appeal and in bankruptcy or insolvency proceedings), which may arise or be claimed against Landlord and be in favor of any persons, firms or corporations, for any injuries or damages to the person or property of any persons, firms or corporations, consequent upon or arising from the use or occupancy of the Premises by Tenant, or consequent upon or arising from any acts, omissions, neglect or fault of Tenant, its agents, servants, employees, licensees, visitors, customers, patrons or invitees, or consequent upon or arising from Tenant's failure to comply with any laws, statutes, ordinances, codes or regulations as herein provided. Landlord shall not be liable to Tenant for any damages, losses or injuries to the persons or property of Tenant which may be caused by the acts, neglect, omissions or faults of any persons, firms or corporations, except when such injury, loss or damage results from the gross negligence of Landlord, its agents or employees. Tenant will defend, indemnify and hold harmless Landlord from all damages, liabilities, losses, injuries, or expenses, including reasonable attorneys' fees and costs (including fees on appeal and in bankruptcy or insolvency proceedings), which may arise or be claimed against Landlord and in favor of any persons, firms or corporations, for any injuries or damages to the person or property of any persons, firms, or corporations, where said injuries or damages arose about or upon the Premises, as a result of the negligence of Tenant, its agents, employees, servants, licensees, visitors, customers, patrons or invitees. All personal property placed or moved into the Premises or Building shall be at the risk of the Tenant or the owner thereof, and Landlord shall not be liable to Tenant for any damage to said personal property. Tenant shall maintain at all times during the term of this Lease an insurance policy or policies in an amount or amounts sufficient to indemnify Landlord or pay Landlord's damages, if any, resulting from any matters set forth hereinbefore in this paragraph 19.

(b) If Landlord is made a party to any litigation commenced against Tenant, then Tenant shall protect and hold Landlord harmless from and against and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by Landlord in connection with such litigation (including fees on appeal and in bankruptcy or insolvency proceedings).

(c) Landlord and Landlord's agents and employees shall not be liable for any injury or damage to persons or property caused by the Premises or other portions of the Building becoming out of repair or by latent defects or other defects in or failure of pipes, plumbing, appliances or wiring, or by the backing up of drains, or falling plaster, glass, tile or sheetrock, or by gas, water, steam, electricity, oil, or rain leaking, escaping or flowing into the Premises, or fire or explosion, except to the extent caused by or due solely to the

gross negligence or willful acts of Landlord; nor shall Landlord be liable for any loss or damage that may be occasioned by or through the acts or omissions of other tenants of the Building or of any other persons whomsoever. Tenant shall give prompt written notice to Landlord of any casualty or accident on or about the Premises.

20. Surrender of Premises.

(a) Tenant agrees to surrender to Landlord, at the end of the Lease Term and/or upon any cancellation of this Lease, the Premises in as good condition as the Premises were at the beginning of the Lease Term, ordinary wear and tear, and damage by fire or other casualty not caused by Tenant's negligence or the obligation of Tenant to repair, excepted. Tenant agrees that if Tenant does not surrender the Premises to Landlord at the end of the Lease Term then Tenant will pay to Landlord all damages and expenses (including, without limitation, reasonable attorneys' fees and costs) that Landlord may suffer on account of Tenant's failure to so surrender to Landlord possession of the Premises, and will indemnify and save Landlord harmless from and against all claims made by any persons, firms or entities, including but not limited to the succeeding tenant of the Premises, against Landlord on account of delay of Landlord in delivering possession of the Premises to the succeeding tenant so far as such delay is occasioned by failure of Tenant to so surrender the Premises in accordance herewith or otherwise. In addition to and without limiting the foregoing, in the event of holding over by Tenant after expiration or termination of this Lease without the written consent of Landlord, Tenant shall pay double the Base Rental and additional Base Rental (calculated on the basis of rent with respect to the month immediately preceding the month in which the expiration or termination of the Lease occurs) for the entire holdover period.

(b) No receipt of money by Landlord from Tenant after termination of this Lease or the service of any notice of commencement of any suit or final judgment for possession shall reinstate, continue or extend the term of this Lease or affect any such notice, demand, suit or judgment.

(c) No act or thing done by Landlord or its agents during the Lease Term shall be deemed an acceptance of a surrender of the Premises and no agreement to accept a surrender of the Premises shall be valid unless it be made in writing and subscribed by a duly authorized officer or agent of Landlord.

21. Insurance.

(a) At Tenant's sole cost and expense, the Tenant shall procure and maintain throughout the Lease Term (and any extensions thereof) for the protection of Landlord and Tenant, as their interests may appear, Commercial General Liability insurance on a coverage form at least as broad as the most recent edition of the standard Commercial General Liability Coverage Form (CG0001) published by ISO Commercial Risk Services, Inc., naming the Landlord and Landlord's manager as additional insured, using an endorsement form at least as broad as the most recent edition of Additional Insured-Managers or Lessors of Premises Endorsement Form (CG2011) as published by ISO Commercial Risk Services, Inc. The limits of such insurance shall be no less than: \$2,000,000 each occurrence; \$2,000,000 general aggregate; \$2,000,000 products/completed operations aggregate; \$2,000,000 personal injury and advertising injury; \$50,000 fire damage (any one fire); and \$5,000 medical expense (any one person); covering bodily injury, personal injury and property damage liability

occasioned by or arising out of or in connection with the use, operation and occupancy of the Premises. Such Commercial General Liability insurance policy shall cover events that occur during the policy period regardless of when the claim is made. The insurance shall be primary insurance to any other insurance that may be available to Landlord. Any other insurance available to Landlord shall be non-contributing with and excess to the foregoing insurance.

(b) At Tenant's sole cost and expense, Tenant shall also maintain during the Lease Term (and any extensions thereof) for the protection of Landlord and Tenant, as their interests may appear, fire and extended coverage property insurance insuring Tenant's business personal property and improvements including removable trade fixtures located on the Premises, and Tenant's interest in the improvements and betterments to the Premises, including the Initial Improvements, against direct risk of loss, providing for limits of coverage equal to 100% of the current replacement cost value of such property, on coverage forms at least as broad as the most recent editions of the standard Building and Personal Property Coverage Form (CP0010), as published by ISO Commercial Risk Services, Inc.

(c) Prior to the Commencement Date, Tenant shall provide Landlord with the original policies evidencing the required insurance coverage, together with a copy of the actual additional insured endorsement issued onto the Commercial General Liability policy, naming the Landlord as an additional insured. The carriers providing the insurance coverage shall be obligated to provide the Landlord with thirty days' advance written notice of any cancellation, material change or non-renewal of the insurance coverage, and the certificates evidencing such insurance shall so provide. Tenant shall provide renewal certificates to Landlord at least thirty (30) days prior to expiration of such policies. All insurance required hereunder shall be provided by companies that have a general policy holder's rating of not less than "A" and a financial rating of not less than Class "X" in the most current edition of Best's Insurance Reports, and shall otherwise be in a form acceptable to Landlord.

(d) Notwithstanding anything to the contrary herein, to the extent of insurance proceeds received by it with respect to any loss, Landlord and Tenant hereby waive any right of recovery against the other for any loss or damage sustained by it with respect to the Building, the Premises, any of their contents thereof, or operations therein, whether or not such loss or damage is caused by the fault or negligence of the other party. Landlord and Tenant shall each obtain from their respective insurance carriers under policies of insurance relating to the Building or the Premises and maintained by them at any time during the Lease Term a waiver of all rights of subrogation which the insurer of such party hereto has or may have against the other party hereto, and each of Landlord and Tenant shall indemnify and hold harmless the other from and against any claim, loss or expense, including, without limitation, reasonable attorneys' fees, resulting from the failure of such party to obtain such waiver.

(e) If, because of Tenant's failure to comply with any of the foregoing provisions, Landlord is deemed a co-insurer by its insurance carriers, then any losses, expenses or damages which Landlord shall incur by reason thereof, including, without limitation, attorneys' fees and costs, shall be borne by Tenant, shall be due and payable to Landlord on demand, shall bear interest at the maximum legal rate permitted by law from the date of demand until paid in full, and shall be

considered additional rent hereunder. Tenant acknowledges that Landlord makes no representation that the limits of coverage which Tenant is required to maintain hereunder are adequate to protect Tenant, and Tenant agrees, at Tenant's expense, to obtain and maintain such insurance, with such coverage limits, as Tenant deems adequate to fully cover the types of losses set forth in this Section 21, as well as such additional insurance as Tenant deems advisable. If Tenant fails to procure and maintain the insurance required hereunder, Landlord may, but shall not be obligated to, procure such insurance at Tenant's expense and Tenant shall reimburse Landlord on demand for all costs, expenses and premiums, including, without limitation, attorneys' fees, incurred by it in connection therewith, together with interest thereon at the maximum rate permitted by law, from the date of demand until paid in full, such amounts to be deemed additional rent hereunder.

22. Fire or Other Casualty.

(a) If the Building shall be so damaged that substantial alteration or reconstruction of the Building shall, in Landlord's sole opinion, be required (whether or not the Premises shall have been damaged by such casualty) or in the event any mortgagee of Landlord's should require that the insurance proceeds payable as a result of a casualty be applied to the payment of the mortgage debt, or in the event of any material uninsured loss to the Building, Landlord may, at its option, terminate this Lease by notifying Tenant in writing of such termination within ninety (90) days after the date of such damage.

(b) If Landlord does not elect to terminate this Lease, Landlord shall commence and proceed with reasonable diligence to restore the Building to substantially the same condition in which it was immediately prior to the happening of the casualty, except that Landlord's obligation to restore shall not be required to rebuild, repair or replace any partitions, fixtures and other improvements which may have been placed by Landlord, Tenant or other tenants within the Building, nor shall Landlord be required to spend for such work, an amount in excess of the insurance proceeds actually received by Landlord as a result of the casualty.

(c) When Landlord has restored the Building, Tenant shall be obligated to pay for the completion of restoration of the Premises, including those items which were Initial Improvements of the Premises, and the restoration of Tenant's furniture and equipment. Landlord agrees to make any insurance proceeds paid to Landlord under the policy or policies described in this Lease, after application to the cost of Landlord's restoration of the Building, available following the completion of such repairs and replacements to reimburse Tenant for the cost of such items, provided Tenant is not otherwise in default under this lease.

(d) Except for the reconstruction by Landlord of the base Building improvements, all costs and expenses for reconstruction of the Premises shall be borne by Tenant.

(e) Landlord shall not be liable for any inconvenience or annoyance to Tenant, or injury to the business of Tenant, resulting in any way from such damage or the repair thereof, except that, subject to the provisions of Subparagraph (f) below, Landlord shall allow Tenant a fair and equitable abatement of rent during the time, and to the extent, that Premises are unfit for occupancy.

(f) If the Premises or any other portion of the Building are damaged by fire or other casualty resulting from the fault or negligence of Tenant or any of Tenant's agents, employees, or invitees, the rent hereunder shall not be diminished during the repair of such damage and Tenant shall be liable to Landlord for the cost of the repair and restoration of the Building caused thereby to the extent such cost and expense is not covered by Landlord's insurance proceeds.

23. Eminent Domain. If the whole or substantially the whole of the Building or the Premises should be taken for any public or quasi-public use, by right of eminent domain or otherwise or should be sold in lieu of condemnation, then this Lease shall terminate as of the date when physical possession of the Building or the Premises is taken by the condemning authority. If less than the whole or substantially the whole of the Building or the Premises is thus taken or sold, Landlord (whether or not the Premises are affected thereby) may, at its option terminate this Lease by giving written notice thereof to Tenant; in which event this Lease shall terminate as of the date when physical possession of such portion of the Building or Premises is taken by the condemning authority. If this Lease is not so terminated upon any such taking or sale, the Base Rental payable hereunder shall be diminished by an equitable amount, and Landlord shall, to the extent Landlord deems feasible, restore the Building and the Premises to substantially their former condition, but such work shall not exceed the scope of the work done by Landlord in originally constructing the Building and installing the Initial Improvements in the Premises, nor shall Landlord in any event be required to spend for such work an amount in excess of the amount received by Landlord as compensation for such taking. All amounts awarded upon a taking of any part or all of the Property, Building or the Premises shall belong to Landlord and Tenant shall not be entitled to and expressly waive all claim to any such compensation.

24. Control of Common Areas and Parking Garage by Landlord. All automobile parking areas, driveways, entrances and exits thereto, and other facilities furnished by Landlord, including all parking areas, truck ways, loading areas, pedestrian walkways and ramps, landscaped areas, stairways, corridors, common areas and other areas and improvements provided by Landlord for the general use, in common, of tenants, their officers, agents, employees, servants, invitees, licensees, visitors, patrons and customers, shall be at all times subject to the exclusive control and management of Landlord, and Landlord shall have the right from time to time to establish, modify and enforce reasonable rules and regulations with respect to all facilities and areas and improvements; to police same; from time to time to change the area, level, location and arrangement of parking areas and other facilities herein referred to; to restrict parking (and enforce parking charges by operation of meters or otherwise) to tenants, their officers, agents, invitees, employees, servants, licensees, visitors, patrons and customers; to close all or any portion of said areas or facilities to such extent as may in the opinion of Landlord's counsel be legally sufficient to prevent a dedication thereof or the accrual of any rights to any person or the public therein; to close temporarily all or any portion of the public areas, common areas or facilities; to discourage non-tenant parking; to charge a fee for visitor and/or customer parking; and to do and perform such other acts in and to said areas and improvements as, in the sole judgment of Landlord, the Landlord shall determine to be advisable with a view to the improvement of the convenience and use thereof by tenants, their officers, agents, employees, servants, invitees, visitors, patrons, licensees and customers. Landlord will

operate and maintain the common areas and other facilities referred to in such reasonable manner as Landlord shall determine from time to time. Without limiting the scope of such discretion, Landlord shall have the full right and authority to designate a manager of the Parking Garage and/or common areas and other facilities who shall have full authority to make and enforce rules and regulations regarding the use of the same or to employ all personnel and to make and enforce all rules and regulations pertaining to and necessary for the proper operation and maintenance of the parking areas and/or common areas and other facilities. Reference in this paragraph to parking areas and/or facilities shall in no way be construed as giving Tenant hereunder any rights and/or privileges in connection with such parking areas and/or facilities unless such rights and/or privileges are expressly set forth in this Lease.

25. Quiet Possession. Upon payment by Tenant of the rents herein provided, and upon the observance and performance of all terms, provisions, covenants and conditions on Tenant's part to be observed and performed, Tenant shall, subject to all of the terms, provisions, covenants and conditions of this Lease, peaceably and quietly hold and enjoy the Premises for the Lease Term against all persons claiming by, through or under Landlord.

26. Signs. Landlord shall have the right to install signs on the interior or exterior of the Building and Premises. No sign, advertisement, notice, or other lettering shall be exhibited, inscribed, painted or affixed by the Tenant on any part of the outside or inside of the Premises or Building without prior written consent of the Landlord. In the event of the violation of the foregoing by the Tenant, Landlord may remove same without any liability, and may charge the expense incurred for any such removal to the Tenant.

27. Building Name. Landlord reserves the right to change the Building name or street address at any time without incurring any liability to the Tenant.

28. Landlord's Lien. Intentionally Deleted.

29. Security Deposit. Intentionally Deleted.

30. Events of Default by Tenant. The occurrence of any of the following shall constitute an event of default by Tenant under this Lease:

(a) The failure of Tenant to accept the Premises, to promptly move into, take possession of, and to operate its business on the Premises when the Premises within five (5) days of when substantially complete, or the Tenant shall abandon or vacate (or in writing state that the Tenant has vacated) the Premises or any substantial portion of the Premises, or remove from the Premises the major portion of the goods, works, equipment, furniture or fixtures usually kept on the Premises by Tenant, or shall cease doing business on the Premises; or

(b) The Tenant or any guarantor of Tenant's obligations shall be adjudicated bankrupt or insolvent, or admit in writing its inability to pay its debts as they mature, or make an assignment for the benefit of creditors; or the Tenant or any guarantor of Tenant's obligations shall apply for or consent to the appointment of any receiver, trustee, or similar officer for itself or for any substantial part of its properties; or such receiver, trustee or similar officer shall be appointed without the application or consent of the Tenant or any guarantor of Tenant's obligations, and such appointment shall

continue undischarged for a period of 30 days; or the Tenant or any guarantor of Tenant's obligations shall institute (by petition, application, answer, consent or otherwise) any bankruptcy, insolvency, reorganization, arrangement, suspension of payments, readjustment of debt, dissolution, liquidation or similar proceeding relating to it under the laws of any jurisdiction; or any such proceeding shall be instituted (by petition, application or otherwise) against the Tenant or any guarantor of Tenant's obligations and shall remain undischarged for a period of 30 days; or any judgment, writ, warrant of attachment or execution or similar process shall be issued or levied against a substantial part of the property of the Tenant or any part of the Premises and such judgment, writ, or similar process shall not be released, vacated or fully bonded within 30 days after its issuance or levy; or

(c) The Tenant shall fail to pay when due any part or all of money due to Landlord under this Lease, including Base Rental, additional Base Rental, rental or other amounts for parking spaces located in the Parking Garage, additional rent, monies due for work or services or any other money now or hereafter due to Landlord; or

(d) The Tenant shall be in default under any other lease of space in the Building; or

(e) The Tenant shall fail to comply with any term, covenant, condition or provision of this Lease (other than for payment of money due, as described in (c), above) and such non-performance or breach shall not be cured within ten (10) days after notice of the default from the Landlord is delivered to the Tenant at the Premises; or

(f) The Tenant shall permit or suffer to exist any lien, encumbrance, assessment, judgment or charge upon the Landlord's or Tenant's interest in this Lease or the Premises, and/or the fixtures, improvements and furnishings located thereon.

31. Remedies on Default. Upon the occurrence of any event of default by Tenant under this Lease, Landlord shall have the option to pursue any one or more of the following remedies, in addition to the remedies otherwise provided herein or otherwise available at law or in equity, without any notice or demand whatsoever:

(a) Landlord may cancel and terminate this Lease and dispossess Tenant;

(b) Landlord may without terminating or canceling this Lease declare all amounts and rents due under this Lease for the remainder of the Lease Term (or any applicable extension or renewal thereof) to be immediately due and payable, and thereupon all rents and other charges due hereunder to the end of the Lease Term or any renewal term, if applicable, shall be accelerated.

(c) Landlord may elect to enter and repossess the Premises and relet the Premises for Tenant's account, holding Tenant liable in damages for all expenses incurred in any such reletting and for any difference between the amount of rent received from such reletting and the amount due and payable under the terms of this Lease;

(d) Landlord may enter upon the Premises and do whatever Tenant is obligated to do under the terms of this Lease (and Tenant shall reimburse Landlord on demand for any expenses which Landlord may incur in effecting compliance with

Tenant's obligations under this Lease, and Landlord shall not be liable for any damages resulting to the Tenant from such action), whether caused by the negligence of Landlord or otherwise.

(e) Landlord may recover from Tenant a sum equal to all rent concessions granted to Tenant hereunder, including but not limited to free rent, tenant improvement allowances and relocation costs.

All of the foregoing rights, remedies, powers and elections of Landlord reserved herein are cumulative, and pursuit of any of the foregoing remedies shall not preclude other remedies available under this Lease or provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Landlord hereunder or of any damages accruing to Landlord by reason of the violation of any of the terms, provisions and covenants herein contained. No waiver by Landlord of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants herein contained. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default, or delay by Landlord in enforcing one or more of such remedies upon an event of default, shall not be deemed or construed to constitute a waiver of such default. All monies expended by Landlord for which Tenant is liable under this Lease, and all amounts and charges due to Landlord under this Lease shall be deemed to constitute rents and all rents shall be paid by Tenant to Landlord without any setoff or counterclaim whatsoever and all past due rents shall bear interest at the maximum legal rate per annum and shall be included in any lien for rent.

32. Limitation of Landlord's Personal Liability. Notwithstanding anything to the contrary provided in this Lease, it is specifically understood and agreed, such agreement being a primary consideration for the execution of this lease by Landlord, that there shall be absolutely no personal liability on the part of the Landlord, its successors or assigns, with respect to any of the terms, covenants and conditions of this Lease, and that Tenant shall look solely to the equity of Landlord in the Premises and the Building for the covenants and conditions of this Lease to be performed by Landlord and no other property or estates of Landlord.

33. Relocation of Tenant. Landlord may relocate the Tenant from the Premises to other premises in the Building provided that (i) the new premises shall be similar to the Premises in area and located on the same or higher floor with comparable or better view, (ii) Landlord shall give Tenant at least thirty (30) days prior written notice before making such change, and the parties shall execute an amendment to the Lease, within thirty (30) days after either party shall request the same, confirming the substitution of the new premises for the Premises, and (iii) if Tenant shall already have taken possession of the Premises, Landlord shall pay the direct, out-of-pocket, reasonable expenses of Tenant in moving from the Premises to the new premises and Landlord shall improve the new premises so that they are substantially similar to the Premises. From and after such relocation, the new premises shall be deemed to be the Premises referred to in this Lease.

34. Counterclaims. Tenant agrees that it shall not interpose any counterclaim in a summary proceeding or in any action based upon non-payment of rent or any other payment required of Tenant hereunder.

35. Attorneys' Fees. If either party defaults in the performance of any of the terms, provisions, covenants and conditions of this Lease and by reason thereof the other party employs the services of an attorney to enforce performance of the covenants, or to perform any service based upon defaults, then in any of said events the prevailing party shall be entitled to reasonable attorneys' fees and all expenses and costs incurred by the prevailing party pertaining thereto and in enforcement of any remedy. Such fees and costs shall include, but not be limited to, fees and costs related to pretrial, trial, appellate, judicial and administrative proceedings and bankruptcy and insolvency proceedings.

36. Assignment by Tenant.

(a) Tenant will not effect a transfer of any interest under this Lease without first obtaining the consent of Landlord, which consent Landlord shall not unreasonably withhold provided that all of the requirements of Subparagraph (b) are satisfied. As used herein, any of the following shall be deemed to be a transfer: assignment of this Lease, in whole or in part; sublet of all or any part of the Premises; any license allowing anyone other than Tenant to use or occupy all or any part of the Premises; a pledge or encumbrance by mortgage or other instrument of Tenant's interest in this Lease; any transfer of corporate shares as described in Subparagraph (c); or any transfer of partnership interest as described in Subparagraph (b). Consent by Landlord to any transfer shall not constitute a waiver of the requirement for such consent to any subsequent transfer. In lieu of approving any transfer, Landlord may elect to terminate this Lease by giving Tenant notice of such election, in which event this Lease and the rights and obligations of the parties hereunder shall cease as of a date set forth in such notice which date shall not be less than sixty (60) days after the date of such notice. In the event of any such termination, all rent (other than any additional Base Rental due Landlord by reason of Tenant's failure to perform any of its obligations hereunder) shall be adjusted as of the date of such termination.

(b) Tenant recognizes that this Lease and the Premises are unique, and that the nature and character of the operations within and management of the Premises are important to the success of the Building. Accordingly, Landlord shall be entitled to arbitrarily withhold its consent to any transfer, unless all of the following conditions are satisfied, in which event, Landlord agrees that it shall not unreasonably withhold its consent to the transfer in question.

(1) In Landlord's reasonable judgment, the proposed assignee or subtenant or occupant is engaged in a business or activity, which (a) is in keeping with the then standards of the Building, (b) is limited to the use of the Premises as general and executive offices, and (c) will not violate any negative covenant as to use contained in any other lease of office space in the Building;

(2) The proposed assignee or subtenant or occupant is not currently occupying space in the Building, nor, within the six (6) months period immediately preceding Tenant's notice under Subparagraph (b)(12), has the proposed assignee or subtenant or occupant had communication of any nature with Landlord, its agents or employees, regarding possible occupancy of space within the Building;

(3) The proposed assignee or subtenant or occupant is a reputable person of good character and with sufficient

financial worth considering the responsibility involved, and Landlord has been furnished with reasonable proof thereof;

(4) The form of the proposed sublease or instrument of assignment or occupancy shall be reasonably satisfactory to Landlord, and shall comply with the applicable provisions of this Paragraph;

(5) There shall not be more than a total of three (3) occupants (including Tenant, Landlord or its designee) of the Premises;

(6) The proposed subtenant or assignee or occupant shall not be entitled, directly or indirectly, to diplomatic or sovereign immunity and shall be subject to the service of process in, and the jurisdiction of the courts of the State of Florida;

(7) Such transferee shall assume in writing, in a form acceptable to Landlord, all of Tenant's obligations hereunder and Tenant shall provide Landlord with a copy of such assumption/ transfer document;

(8) Tenant shall pay to Landlord a transfer fee of One Thousand Dollars (\$1,000.00) prior to the effective date of the transfer in order to reimburse Landlord for all of its internal costs and expenses incurred with respect to the transfer, including, without limitation, costs incurred in connection with the review of financial materials, meetings with representative of transferor and/or transferee and preparation, review, approval and execution of the required transfer documentation, and, in addition, Tenant shall reimburse Landlord for any out-of-pocket costs and expenses incurred with respect to such transfer;

(9) Tenant to which the Premises were initially leased shall continue to remain liable under this Lease for the performance of all terms, including but not limited to, payment of rent due under this Lease;

(10) Tenant's guarantor shall continue to remain liable under the terms of the guaranty of this Lease and, if Landlord deems it necessary, such guarantor shall execute such documents necessary to insure the continuation of its guaranty;

(11) Each of Landlord's mortgagees shall have consented in writing to such transfer; and

(12) Tenant shall give notice of a requested transfer to Landlord, which notice shall be accompanied by (a) a conformed or photostatic copy of the proposed assignment or sublease, the effective or commencement date of which shall be at least 90 days after the giving of such notice, (b) a statement setting forth in reasonable detail the identity of the proposed assignee or subtenant, the nature of its business and its proposed use of the Premises, (c) current financial information with respect to the proposed assignee or subtenant, including, without limitation, its most recent financial report and (d) such other information as Landlord may reasonably request.

(c) If Tenant is a corporation other than a corporation the outstanding voting stock of which is listed on a "national securities exchange," as defined in the Securities Exchange Act of 1934) and if at any time after execution of this Lease any part or all of the corporate shares shall be transferred by sale, assignment, bequest, inheritance, operation of law or other disposition (including, but not limited to, such a

transfer to or by a receiver or trustee in federal or state bankruptcy, insolvency, or other proceedings) so as to result in a change in the present control of said corporation by the person(s) now owning a majority of said corporate shares, a transfer shall be deemed to have occurred. Tenant shall give Landlord notice that such transfer is imminent at least fifteen (15) days prior to the date of such transfer. If any such transfer is made (and regardless of whether Tenant has given notice of same), Landlord may elect to terminate this Lease at any time thereafter by giving Tenant notice of such election, in which event this Lease and the rights and obligations of the parties hereunder shall cease as of a date set forth in such notice which date shall not be less than sixty (60) days after the date of such notice. In the event of any such termination, all rent (other than any additional Base Rental due Landlord by reason of Tenant's failure to perform any of its obligations hereunder) shall be adjusted as of the date of such termination.

(d) If Tenant is a general or limited partnership and if at any time after execution of this Lease any part or all of the interests in the capital or profits of such partnership or any voting or other interests therein shall be transferred by sale, assignment, bequest, inheritance, operation of law or other disposition (including, but not limited to, such a transfer to or by a receiver or trustee in federal or state bankruptcy, insolvency or other proceedings, and also including, but not limited to, any adjustment in such partnership interests) so as to result in a change in the present control of said partnership by the person or persons now having control of same, a transfer shall be deemed to have occurred. Tenant shall give Landlord notice that such transfer is imminent at least fifteen (15) days prior to the date of such transfer. If any such transfer is made (and regardless of whether Tenant has given notice of same), Landlord may elect to terminate this Lease at any time thereafter by giving Tenant notice of such election, in which event this Lease and the rights and obligations of the parties hereunder shall cease as of a date set forth in such notice which date shall be not less than sixty (60) days after the date of such notice. In the event of any such termination, all rent (other than any additional Base Rental due Landlord by reason of Tenant's failure to perform any of its obligations hereunder) shall be adjusted as of the date of such termination.

(e) The acceptance by Landlord of the payment of rent following any assignment or other transfer prohibited by this Paragraph shall not be deemed to be a consent by Landlord to any such assignment or other transfer nor shall the same be deemed to be a waiver of any right or remedy of Landlord hereunder.

(f) If Landlord shall consent to any Transfer, Tenant shall in consideration therefor, pay to Landlord as additional rent the Transfer Consideration. For purposes of this paragraph, the term Transfer Consideration shall mean in any Lease Year (i) any rents, additional charges or other consideration payable to Tenant by the transferee of the Transfer which is in excess of the Base Rental and additional Base Rental accruing during such Lease Year and (ii) all sums paid for the sale or rental of Tenant's fixtures, leasehold improvements, equipment, furniture or other personal property in excess of the fair market sale or rental value thereof as of the date of the Transfer. The Transfer Consideration shall be paid to Landlord as and when paid by the transferee to Tenant. Landlord shall have the right to audit Tenant's books and records upon reasonable notice to determine the amount of Transfer Consideration payable to Landlord. In the event such

audit reveals an understatement of Transfer Consideration in excess of five percent (5%) of the actual Transfer Consideration due Landlord, Tenant shall pay for the cost of such audit within ten (10) days after Landlord's written demand for same.

(g) Notwithstanding anything to the contrary contained herein, provided Tenant gives Landlord sixty (60) days prior written notice, Landlord shall consent to an assignment of this Lease or sublet of the Premises or any part thereof to (i) any entity ("Affiliate") which is controlled by, under common control with, or which controls Tenant, or (ii) any entity ("Purchaser") which acquires all or substantially all of the ownership in or assets of Tenant. In connection with any such assignment, Tenant shall cause the Affiliate or Purchaser to execute and deliver to Landlord an agreement whereby the Affiliate or Purchaser agrees to be bound by all of the covenants and agreements in this Lease which Tenant has agreed to keep, serve or perform, and whereby the Affiliate or Purchaser agrees that the provisions of this Paragraph shall be binding upon it as if it were the original Tenant hereunder. Landlord shall not unreasonably delay its consent to a Transfer to an Affiliate provided that Tenant supplies Landlord with notice of the proposed Transfer and supporting documentation confirming that the transferee is, in fact, an Affiliate. Notwithstanding the foregoing, Landlord shall not be required to consent to an assignment of this Lease or sublet of the Premises to an Affiliate or Purchaser, unless such Affiliate or Purchaser possesses the same or greater net worth as Tenant as of the date of this Lease.]

37. Assignment by Landlord. If the interest of Landlord under this Lease is transferred voluntarily, Tenant shall be bound to such transferee (herein sometimes called the "Purchaser") for the balance of the Lease Term remaining, and any extensions or renewals thereof which may be effected in accordance with the terms and provisions hereof, with the same force and effect as if the Purchaser were the Landlord under this Lease, and Tenant does hereby agree to attorn to the Purchaser, as its Landlord, said attornment to be effective and self-operative without the execution of any further instruments upon the Purchaser succeeding to the interest of the Landlord under this Lease. Except as set forth in paragraph 18(d), the respective rights and obligations of Tenant and the Purchaser upon such attornment to the extent of the then remaining balance of the term of this Lease and any such extensions and renewals, shall be and are the same as those set forth herein. In the event of such transfer of Landlord's interest, Landlord shall be released and relieved from all liability and responsibility thereafter accruing but shall remain liable for all its obligations to Tenant prior to the date of such transfer. The Tenant agrees to look only to the landlord from time to time to be responsible for the satisfaction of any claim or charge made by Tenant provided, however, that Tenant shall at all times have the right to look to prior landlords with respect to any claim or charge which arose at the time such prior landlord owned the Building.

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

39. Force Majeure. Whenever a period of time is herein prescribed for action to be taken by either party (other than payment of monies owed to Landlord hereunder), such party shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions, or any other causes of any kind whatsoever which are beyond the control of such party.

40. Short Form Lease. Upon request by Landlord, Tenant shall execute a short form lease in recordable form setting forth the name of the parties, the term of the Lease, the Commencement Date of the Lease Term, the description of the Premises and such other matters as Landlord shall specify. Neither this Lease nor any short form lease shall be recorded by Tenant without the express prior written consent of the Landlord.

41. Time. Time is of the essence of all the terms, provisions, covenants and conditions of this Lease. Unless otherwise specified herein, and except with respect to the provisions of paragraph 36, whenever the consent of Tenant or Landlord is required hereunder, such consent shall not be unreasonably withheld or delayed.

42. Notices. Any notice given Landlord as provided for in this Lease shall be in writing and shall be sent to Landlord by registered or certified mail, return receipt requested, addressed to Landlord at Landlord's Management Office in the Building. A copy of notices to Landlord shall be sent to Brickell Delaware, Inc., c/o GSIC Realty Corporation, 255 Shoreline Drive, Suite 600, Redwood City, California 94065, Attn: Mr. Gregory Johnson, and to Holland & Knight, 701 Brickell Avenue, Miami, Florida 33131, Attn: William R. Bloom. Any notice to be given Tenant under the terms of this Lease shall be in writing and shall be hand delivered or sent by registered or certified mail, return receipt requested, to the office of the Tenant at the Premises. The effective date of the notice shall be the date of delivery if hand delivered, or the date the registered or certified mail is received or refused by the addressee. Either party, from time to time, by such notice, may specify another address to which subsequent notices shall be sent.

43. Paragraph Headings. The terms, provisions, covenants and conditions of this Lease are expressed in the total language of this Lease Agreement and the paragraph headings are solely for the convenience of the reader and are not intended to be considered in interpreting this Lease.

44. Tender and Delivery of Lease Instrument. Submission of this instrument for examination does not constitute an offer, right of first refusal, reservation of or option for the Premises or any other space or premises in, on or about the Building. This instrument becomes effective as a Lease only upon execution and delivery by both Landlord and Tenant, and Landlord's receipt of the Security Deposit and Rental Deposit, if any, subject to clearance of funds. This Lease may be executed in one or more counterparts, all of which shall constitute one instrument.

45. Written Agreement. This Lease (including all exhibits hereto) contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by an agreement in writing signed by Landlord and Tenant. No surrender of the Premises, or of the remainder of the term of this Lease, shall be valid unless

accepted by Landlord in writing. Tenant acknowledges that it has not relied upon any statement, representation, prior written or prior or contemporaneous oral promises, agreements or warranties except such as are expressed herein.

46. Governing Law; Binding Effect; Gender. This Lease shall be interpreted and governed in accordance with the laws of Florida, exclusive of its choice of law principles. Tenant hereby agrees that any action brought in connection with this Lease may be instituted in a court of appropriate subject matter jurisdiction in Dade County, Florida, and Tenant hereby waives any objection to such jurisdiction and venue. This Lease shall be binding upon and inure to the benefit of Landlord and its successors and assigns, and shall be binding upon and inure to the benefit of Tenant, and its permitted successors and assigns. The pronouns of any gender shall include the other genders, and each of the singular and plural shall include the other.

47. Radon Disclosure. Tenant is hereby advised that radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. The foregoing disclosure is provided to comply with state law and is for informational purposes only. Landlord has not conducted radon testing with respect to the Building and specifically disclaims any and all representations and warranties as to the absence of radon gas or radon producing conditions in connection with the Building and the Premises.

48. Brokers. Tenant represents and warrants to Landlord that the only broker rendering services in connection with this transaction is Codina Bush Klein. Tenant shall defend, indemnify and hold Landlord harmless from and against any damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) arising from or in connection with any claims for fees or compensation made by any other broker or finder in connection with this transaction.

49. No Implied Waiver.

(a) The failure of Landlord to insist, at any time, upon the strict performance of any covenant or agreement or to exercise any option, right, power or remedy contained in this Lease shall not be construed as a waiver or a relinquishment thereof for the future.

(b) No payment by Tenant or receipt by Landlord of a lesser amount than the monthly installment of rent due under this Lease shall be deemed to be other than on account of the earliest rent due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided in this Lease.

(c) No waiver of any provision of this Lease by Landlord will be deemed to imply or constitute a further waiver of the same or other provision. No waiver of any provision of this Lease shall be effective unless in writing, signed by the waiving party.

50. Relationship of Parties. Nothing contained in this Lease shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant.

51. Hazardous Materials.

(a) As used herein, "Hazardous Materials Laws" means all federal, state and local laws, statutes, ordinances and regulations, rules, rulings, policies, orders and administrative actions and orders relating to industrial hygiene, environmental protection or the use, analysis, generation, manufacture, storage, disposal or transportation of any oil, flammable explosives, asbestos, urea formaldehyde, radioactive materials or waste, infectious waste, or other hazardous, toxic, contaminated or polluting materials, substances or wastes, including, without limitation, any "hazardous substances," "hazardous wastes," "hazardous materials" or "toxic substances" under any such laws, ordinances or regulations (collectively, "Hazardous Materials"). Tenant shall, at its own expense, at all times and in all respects: (i) comply with all Hazardous Materials Laws regarding Hazardous Materials introduced in or about the Building by or at the direction of Tenant or in connection with Tenant's use of the Premises ("Tenant's Hazardous Materials"); and (ii) procure, maintain in effect and comply with all conditions of any and all permits, licenses and other governmental and regulatory approvals relating to Tenant's Hazardous Materials within, on, under or about the Building in conformity with all applicable Hazardous Materials Laws and prudent industry practices regarding management of such Hazardous Materials. Landlord recognizes and agrees that Tenant may use Tenant's Hazardous Materials in normal quantities that are applicable to general office use and that such use by Tenant shall not be deemed a violation of this Paragraph, so long as the levels are not in violation of any Hazardous Materials Laws. Upon termination or expiration of the Lease, Tenant shall, at its own expense, cause all of Tenant's Hazardous Materials to be removed from the Premises and Property and transported for use, storage or disposal in accordance and compliance with all applicable Hazardous Materials Laws. Landlord acknowledges that it is not the intent of this Paragraph to prohibit Tenant from operating its business as described in this Lease. Tenant may operate its business according to the custom of the industry so long as the use or presence of Tenant's Hazardous Materials is strictly and properly monitored according to all applicable governmental requirements. Tenant shall indemnify, protect, defend (by counsel reasonably acceptable to Landlord), and hold Landlord and Landlord's Indemnitees free and harmless from and against any and all claims, liabilities, penalties, forfeitures, losses and expenses (including attorneys' fees) or death of or injury to any person or damage to any property whatsoever, including, without limitation, the Property, arising from or caused in whole or in part, directly or indirectly, by the presence in or about the Building of any of Tenant's Hazardous Materials or by Tenant's failure to comply with any Hazardous Materials Law regarding Tenant's Hazardous Materials or in connection with any removal, remediation, clean up, restoration and materials required hereunder to return the Premises and any other property of whatever nature to their condition existing prior to the appearance of Tenant's Hazardous Materials.

(b) Tenant shall comply with all Hazardous Materials Laws regarding the disclosure of the presence or danger of Tenant's Hazardous Materials. Tenant acknowledges and agrees that all reporting and warning obligations required under the Hazardous Materials Laws with respect to Tenant's Hazardous Materials are the sole responsibility of Tenant, whether or not such Hazardous Materials Laws permit or require Landlord to provide such reporting or warnings, and Tenant shall be solely responsible for complying with such Hazardous Materials Laws regarding the disclosure of, the presence or danger of Tenant's Hazardous Materials. Tenant shall immediately notify Landlord, in writing, of any complaints, notices, warnings, reports or asserted violations of which Tenant becomes aware relating to Hazardous Materials on or about the Premises. Tenant shall also immediately notify Landlord if Tenant knows or has reason to believe Tenant's Hazardous Materials have or will be released in or about the Building.

(c) Tenant shall not perform or cause to be performed, any Hazardous Materials surveys, studies, reports or inspection, relating to the Premises without obtaining Landlord's advance written consent, which consent may be withheld in Landlord's sole discretion. At any time prior to the expiration of the Lease Term, Landlord shall have the right to enter upon the Premises in order to conduct appropriate tests and to deliver to Tenant the results of such tests to demonstrate that levels of any Hazardous Materials in excess of permissible levels has occurred as a result of Tenant's use of the Premises.

(d) The respective rights and obligations of Landlord and Tenant under this Paragraph shall survive the expiration or termination of this Lease.

52. Other Representations. Tenant acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except as are expressed herein.

53. Interpretation of Lease. It is acknowledged that each of the parties hereto has been fully represented by legal counsel and that each of such legal counsel has contributed substantially to the content of this Lease. Accordingly, this Lease shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

54. Confidentiality. Landlord and Tenant acknowledge that the terms and provisions of this Lease have been negotiated based upon a variety of factors, occurring at a coincident point in time, including, but not limited to: (i) the individual principals involved and the financial strength of Tenant, (ii) the nature of Tenant's business and use of the Premises, (iii) the current leasing market place and the economic conditions affecting rental rates, (iv) the present and projected tenant mix of the Building, and (v) the projected juxtaposition of tenants on the floor(s) upon which the Premises are located and the floors within the Building. Therefore, recognizing the totality, uniqueness, complexity and interrelation of the aforementioned factors, the Tenant agrees to use its best efforts not to disseminate in any manner whatsoever, (whether by word of mouth, mechanical reproduction, physical tender or by any manner of visual or aural transmission or review) the terms and conditions of this Lease to third parties who could in any way be considered presently or in the future as prospective tenants for this or any other leasehold property with which Landlord may be involved.

55. Authority of Tenant. If more than one person or entity is named herein as Tenant, their liability hereunder will be joint and several. In case Tenant is a corporation, Tenant and the signatory executing this Lease on its behalf (a) represent and warrant that this Lease has been duly authorized, executed and delivered by and on behalf of Tenant and constitutes the valid and binding agreement of Tenant in accordance with the terms hereof, and (b) Tenant shall deliver to Landlord or its agent, concurrently with the delivery of this Lease, executed by Tenant, certified resolutions of the board of directors (and shareholders, if required) authorizing Tenant's execution and delivery of this Lease and the performance of Tenant's obligations hereunder. In case Tenant is a partnership, Tenant and the signatory executing this Lease on its behalf represent and warrant that all of the persons who are general or managing partners in said partnership have executed this Lease on behalf of Tenant, or that this Lease has been executed and delivered pursuant to and in conformity with a valid and effective authorization therefor by all of the general or managing partners of such partnership, and is and constitutes the valid and binding agreement of the partnership every partner therein in accordance with its terms. It is agreed that each and every present and future partner in Tenant shall be and remain at all times jointly and severally liable hereunder and that neither the death, resignation or withdrawal of any partner, nor the subsequent modification or waiver of any of the terms and provisions of this Lease, shall release the liability of such partner under the terms of this Lease unless and until Landlord shall have consented in writing to such release.

56. Moving Allowance. Landlord agrees to pay to Tenant a moving allowance in the amount of \$2,800.00 (the "Moving Allowance") to reimburse Tenant for the costs associated with relocating Tenant's offices to the Premises. The Moving Allowance shall be credited against the first monthly installment of Base Rental to be paid by Tenant on the Commencement Date.

57. Diplomatic Clause.

(a) In the event that the Government of the United States of America and the Government of Chile break diplomatic and/or consular relationships with one another, which requires Tenant to vacate the Premises, then in such event, the Base Rental and additional Base Rental shall be abated during that period of time that Tenant is not permitted to occupy the Premises as a result of the breaking of diplomatic and/or consular relationships. In the event that such period exceeds ninety (90) days, then in such event, either Landlord or Tenant may terminate this Lease by written notice to the other party, in which event this Lease shall terminate as of the date of receipt of such written notice as if said date was the last date of the Lease Term.

(b) In the event that the Government of Chile orders the closing of the office of The Consulate General of Chile in Miami, then in such event, Tenant shall have the right to terminate this Lease commencing three (3) years from the Commencement Date of this Lease by giving Landlord written notice of Tenant's election to terminate this Lease, in which

event, the Lease shall terminate six (6) months from the date that the Landlord receives such notice.

58. Temporary Space.

(a) In the event that the Premises is not Substantially Completed on or before July 1, 1996, then in such event, Tenant shall lease from Landlord temporary space in the Building of similar size to the Premises (the "Temporary Space"), subject to all the terms and provisions of this Lease, except that Tenant shall not be required to pay rent with respect to the Temporary Space.

(b) Within ten (10) days from the date that the Premises are Substantially Completed, Tenant shall vacate the Temporary Space and leave same in the same condition that existed on the date Tenant took possession of the Temporary Space, except for ordinary wear and tear.

IN WITNESS WHEREOF, the parties hereto, have signed, sealed and delivered this Lease on the day and year first above written.

WITNESSES:

LANDLORD:

BRICKELL DELAWARE, INC.

Name: Angela Lam
Laura R. Cunningham
Name: Laura R. Cunningham

By: Angela Lam
Name: ANGELA LAM
Title: VICE PRESIDENT

Name: Julio Paul
Laura R. Cunningham
Name: Laura R. Cunningham

By: Gregory R. Johnson
Name: GREGORY R. JOHNSON
Title: INVESTMENT MANAGER

Name: _____

By: _____
Name: _____
Title: _____

Name: _____

TENANT:

THE CONSULATE GENERAL OF CHILE

Name: Luis G. Larrain Cruz



Name: Luis G. Larrain Cruz
Title: Consul General

Name: OSVALDO G. BARRIENTOS

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