

TENANT RECOMMENDATION AND PROGRAM INNOVATION AGREEMENT

FOR
FLORIDA ATLANTIC UNIVERSITY RESEARCH
AND DEVELOPMENT PARK ADDITION



THIS TENANT RECOMMENDATION AND PROGRAM INNOVATION AGREEMENT FOR FLORIDA ATLANTIC UNIVERSITY RESEARCH AND DEVELOPMENT PARK ADDITION made and entered into as of this 13th day of June, 2005, by and between the FLORIDA ATLANTIC RESEARCH AND DEVELOPMENT AUTHORITY, a local government body corporate and politic ("Authority"), FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES ("FAU"), and Boca/Research Park, Ltd., a Florida limited partnership ("Developer").

WITNESSETH:

WHEREAS, the Authority was designated as a research and development authority in affiliation with FAU pursuant to Florida Statutes 159.701-159.7095 by the Board of Regents; and

WHEREAS, the Authority is the Lessee/Tenant of the following described real property:

Takedown 12A

A parcel of land being a portion of Section 7, Township 47 South, Range 43 East, City of Boca Raton, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Northwest corner of Tract B of SPANISH RIVER WOODS, according to the plat thereof, as recorded in Plat Book 45, Pages 186 and 187, Public Records of Palm Beach County, Florida; thence South 82°37'08" West, along the Southerly right-of-way line of Spanish River Boulevard (N. W. 40th Street), said line being the Westerly extension of the North line of said Tract B, a distance of 200.00 feet to a point on the Westerly right-of-way of the Sellar Rio Canal; thence South 07°23'12" East, along said Westerly right-of-way line, a distance of 400.58 feet to the Point of Curvature of a circular curve to the left; thence Southerly and Easterly, along the arc of said curve, along said Westerly right-of-way line, having a radius of 390.83 feet, an arc distance of 571.53 feet to the Point of Reverse Curvature; thence Easterly and Southerly, along the arc of said curve, having a radius of 129.00 feet, an arc distance of 202.63 feet to the Point of Tangency; thence South

01°10'22" East, a distance of 552.77 feet, the last four course being coincident with the Westerly right-of-way of said Seller Rio Canal; thence South 88°22'05" West, a distance of 680.50 feet to the Point of Beginning of this description; thence continue South 88°22'05" West, a distance of 241.55 feet; thence South 00°00'43" West, a distance of 733.18 feet; thence North 89°23'53 East, a distance of 248.88 feet; thence North 00°33'53" West, a distance of 737.48 feet to the Point of Beginning of this description.

Containing 4.139 acres, more or less.

Said lands situate, lying and being in Palm Beach County, Florida.

Takedown 12B
Revised 3-28-01

A parcel of land being a portion of Section 7, Township 47 South, Range 43 East, City of Boca Raton, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Northwest corner of Tract B of SPANISH RIVER WOODS, according to the plat thereof, as recorded in Plat Book 45, Pages 186 and 187, Public Records of Palm Beach County, Florida; thence South 82°37'08" West, along the Southerly right-of-way line of Spanish River Boulevard (N. W. 40th Street), said line being the Westerly extension of the North line of said Tract B, a distance of 659.98 feet to a point on the West right-of-way of FAU Boulevard; thence South 48°41'04" East, a distance of 33.00 feet; thence South 00°00'43" West, a distance of 1188.05 feet to the Point of Beginning of this description; thence continue South 00°00'43" West, a distance of 391.22 feet to the Point of Curvature of Circular curve to the right, the last three courses being coincident with said West right-of-way of FAU Boulevard; thence Southerly and Westerly, along the arc of said curve, having a radius of 75.00 feet, an arc distance of 116.93 feet to the Point of Tangency; thence South South 89°20'15" West, along a line 120 feet North of, and parallel with, the North Line of Palm Beach Community College, a distance of 604.09 feet; thence North 00°38'29" West, a distance of 420.88 feet; thence West, a distance of 635.65 feet; thence North 44°19'50" East, a distance of 475.44 feet; thence South 61°43'08" East, a distance of 374.86 feet; thence North 89°41'40" East, a distance of 485.02 feet; thence South 00°00'43" West, a distance of 113.65 feet; thence North 89°41'40" East, a distance of 171.29 feet to the Point of Beginning of this description.

Containing 11.716 acres, more or less.

Said lands situate, lying and being in Palm Beach County, Florida.

Future Addition Site at 12B

A parcel of land being a portion of Section 7, Township 47 South, Range 43 East, City of Boca Raton, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Northwest corner of Tract B of SPANISH RIVER WOODS, according to the plat thereof, as recorded in Plat Book 45, Pages 186 and 187, Public Records of Palm Beach County, Florida; thence South 82°37'08" West, along the Southerly right-of-way line of Spanish River Boulevard (N. W. 40th Street), said line being the Westerly extension of the North line of said Tract 5, a distance of 659.98 feet to a point on the West right-of-way of FAU Boulevard; thence South 48°41'04" East, a distance of 33.00 feet; thence South 00°00'43" West, a distance of 1074.40 feet to the Point of Beginning of this description; thence continue South 00°00'43" West, along said West right-of-way, a distance of 113.65 feet; thence South 89°41'40" West, a distance of 171.29 feet; thence North 00°00'43" East, a distance of 113.65 feet; thence North 89°41'40" East, a distance of 171.29 feet to a point on said West right-of-way of FAU Boulevard and the Point of Beginning of this description.

Containing 0.447 acres, more or less.

Said lands situate, lying and being in Palm Beach County, Florida.

Subject to all easements, reservations and right-of-way of record.

(Collectively "FAU Research Park Addition Site")

pursuant to that **LEASE** by and between the Trustees of the Internal Improvement Trust Fund of the State of Florida, as "Landlord" ("TIITF") and Authority, as "Tenant", dated as of July 18, 2001 ("TIITF/Authority Lease"), which provides for a Lease term of ninety-nine (99) years and was recorded August 1, 2001 in Official Records Book 12780 at Page 25 of the Public Records of Palm Beach County, Florida; and

WHEREAS, the Developer is the optionee of the FAU Research Park Addition Site pursuant to that **EXPANSION OPTION FOR LEASE OF REAL PROPERTY** by and between the Authority, as "Optionor" and the Developer, as "Optionee", dated as of July

18, 2001, which provides for a sublease term of ninety-nine (99) years upon the exercise of the option(s) set forth therein ("Authority/Developer Option"); and

WHEREAS, in order to establish uniform standards of development quality for a research and development park to be developed on the FAU Research Park Addition Site in accordance with the TIITF/Authority Lease and any and all lease agreements entered into pursuant to the Authority/Developer Option, FAU, Authority, and the Developer did execute and deliver the following described instrument:

PHASE II DECLARATION OF COVENANTS AND RESTRICTIONS FOR FLORIDA ATLANTIC UNIVERSITY RESEARCH AND DEVELOPMENT PARK, dated as of July 18, 2001, recorded January 2, 2002 in Official Records Book 13266 at Page 1226 of the Public Records of Palm Beach County, Florida.

("Phase II Declaration of Covenants and Restrictions")

which governs the use and development of the FAU Research Park Addition Site; and

WHEREAS, the goal and objective of the Authority, FAU, and the Developer, is to establish a research and development park pursuant to Florida Statute 159.701-159.7095 on the FAU Research Park Addition Site and, and inter alia, to foster interaction and business ties between the FAU Research Park Addition Site tenants and FAU; and

WHEREAS, the Authority, FAU, and the Developer have agreed that the successful establishment and operation of a research and development park would be greatly benefitted by the establishment of a specific procedure whereby FAU would interact with potential tenants of the research and development park and provide a recommendation to the Authority relative to potential tenants of the research and development park; and

WHEREAS, the Authority, FAU, and the Developer desire to establish such specific procedures as set forth below.

NOW, THEREFORE, in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Authority, FAU, and the Developer agree as follows:

1. The above recitals are true and correct and are incorporated herein by this reference.

2. On or before that date which is ten (10) days subsequent to the date upon which the last party to this Agreement executes the Agreement, FAU shall undertake all action necessary to establish the FAU Research Park Addition Technology Review, Advisory, and Innovation Committee ("FAU Addition TRAC").
3. The FAU Addition TRAC shall have at least nine (9) members, all but one of whom shall be full-time members of the faculty, professional administrative staff of FAU, members of an entity affiliated with FAU, or individuals whom the President of FAU appoints in the President's discretion. One member of the FAU Addition TRAC shall be a full-time student of FAU appointed by the President.
4. The President of FAU shall appoint the Chair, the Vice-Chair and members of the FAU Addition TRAC, all of whom shall serve at the pleasure of the President.
5. The Authority and the Developer acknowledge and confirm that as of the date of this Agreement, the Authority and the Developer have been provided a complete list containing the names, addresses, telephone numbers, and e-mail addresses of all members of the FAU Addition TRAC.
6. The following are the duties, responsibilities, and functions of the FAU Addition TRAC:
 - A. Review potential tenants of the FAU Research Park Addition Site and provide recommendations to the Authority relative to all such potential occupants in accordance with the terms of this Agreement.
 - B. Create and administer programs and activities, in consultation with and with the cooperation of the Authority, intended to enhance the research and educational activities conducted within the FAU Research Park Addition Site and to foster the interaction between FAU and the tenants. These programs and activities will be intended to encourage, foster, enhance, and broaden the educational, academic and research experience of students and faculty of FAU while serving the research and business needs of tenants of the FAU Research Park Addition Site.
 - C. Create and administer programs and activities, in consultation with and with the cooperation of the Authority, intended as a bridge between the research and educational activities of FAU and the research and development activities of the tenants within the FAU Research Park Addition Site, and to engender a symbiotic and synergistic relationship between FAU and the tenants of and activities within the FAU Research Park Addition Site.

- D. Advise the Authority, FAU, and the Developer on matters involving the interaction of FAU with those elements of the private or public sector engaged in industrial, research and development activities related to or potentially related to the FAU Research Park Addition Site.
 - E. Receive and review a copy of the Annual Activity Report and provide recommendations to the Authority.
 - F. Act as liaison between the Developer and FAU to assist the Developer in preparing a marketing strategy for the FAU Research Park Addition Site and provide input into the marketing plan as requested by the Developer.
7. It is acknowledged by the Authority, FAU, and the Developer that timely and expeditious actions and decisions in regard to potential occupants of the FAU Research Park Addition Site is a critical factor in the success of the establishment and continued functioning of the research and development park. The submission form to be utilized relative to potential occupants of the FAU Research Park Addition Site shall be in the form of Exhibit "A" attached hereto ("White Paper Form"). The White Paper Form will permit appropriate and relevant information in regard to each potential occupant to be provided to the FAU Addition TRAC. The White Paper Form will be completed by each potential occupant and an appropriate representative of the potential occupant shall certify that to the best of his or her knowledge and belief, the information and data contained in the White Paper Form is true and accurate in all material respects.
8. Three (3) duplicate original White Paper Forms, properly completed and certified, shall be delivered to the Chair of the FAU Addition TRAC at the address previously provided by the President of FAU as set forth in Paragraph 5 hereof, and to the Authority, in regard to each potential tenant of the FAU Research Park Addition Site (the date of such delivery to the Chair shall hereinafter be referred to as the "Delivery Date"). Upon the delivery to the Chair of the White Paper Form, the Chair shall review it and determine, in his or her sole and absolute discretion, the appropriate member or members of the FAU Addition TRAC that should review the White Paper Form and meet with the representatives of the potential occupant. The Chair and the members of the FAU Addition TRAC designated by the Chair relative to each White Paper Form delivered to the Chair shall constitute the FAU Addition TRAC White Paper Sub-Committee relative to each particular White Paper Form. The Developer shall designate an individual ("Developer's Representative") which individual shall be an ex-officio, non-voting member of each and every White Paper Sub-Committee.

The purpose of any meeting by and between the representatives of any potential occupant and the FAU Addition TRAC White Paper Sub-Committee is to review

and examine the nature and extent of the potential occupant's contemplated activities as an occupant of the FAU Research Park Addition Site, including a review of the proposed interaction and business ties between the potential occupant and FAU, determine and confirm the compliance of the potential occupant with the provisions of the TITF/Authority Lease, conformity with Section 159.701 - 159.7095, Florida Statutes, provisions of the Phase II Declaration of Covenants and Restrictions, inform the potential occupant of the relevant resources and activities available at FAU, and review and inform the potential occupant of the programs and activities conducted by the FAU Addition TRAC pursuant to Paragraphs 6 B, C, D, and E of this Agreement.

The Developer and Chair shall make a good faith effort to effectuate the scheduling and coordination of all meetings of a FAU Addition TRAC White Paper Sub-Committee and any potential occupant as expeditiously as reasonably possible and to cause any additional and/or supplementary information, material, and/or data to be provided as soon as reasonably possible following the request for such information.

The scheduling and coordination of any meetings by the FAU Addition TRAC White Paper Sub-Committee subsequent to any meeting with a potential occupant shall be the sole and absolute responsibility of the Chair, and the determination as to the need or scheduling of any such subsequent meetings shall be in the sole and absolute discretion of the Chair. In any and all events, not later than thirty (30) days subsequent to the Delivery Date of a completed White Paper Form to the Chair, the Chair shall deliver to the Authority in writing the recommendation of the FAU Addition TRAC in regard to the potential occupant. In the event the recommendation is against the potential occupant becoming a tenant in the FAU Research Park Addition Site, the reasons for the recommendation shall be set forth. In the event the recommendation is not timely delivered to the Authority, for all purposes whatsoever, it shall be deemed that FAU Addition TRAC's recommendation was in favor of the potential occupant becoming a tenant in the FAU Research Park Addition Site.

9. At the next meeting of the Authority subsequent to the delivery of any recommendation by the FAU Addition TRAC White Paper Sub-Committee to the Authority, the Chair, or, in the event the Chair is not able to attend, then, a member of the specific FAU Addition TRAC White Paper Sub-Committee designated by the Chair, shall present the recommendation to the Authority and provide any additional information and, to the extent possible, respond to any inquiries in regard to the potential occupant. Upon the presentation of the recommendation to the Authority by the Chair or his designee and the presentation of all additional relevant information by other parties, the Authority shall either approve or disapprove the potential occupant becoming an occupant

of the FAU Research Park Addition Site. In determining whether to approve a potential occupant, the Authority must review the proposed use of the premises for consistency with sections 159.701-159.7095, Florida Statutes, for consistency with Article VIII of the Phase II Declaration of Covenants and Restrictions captioned "Restrictions", and for consistency with the provisions of the lease relative to the real property in question by and between the Authority and the Developer. In addition, the Authority must review the proposed interaction and potential business ties between the potential occupant and FAU. In the event the Authority approves the potential occupant becoming an occupant of the FAU Research Park Addition Site, then, the Authority shall issue a Certificate of Approval evidencing the authorization of the potential occupant to be an occupant of the FAU Research Park Addition Site.

The Certificate of Approval must specify both the approved use of the premises and any expected interaction or business ties between the potential occupant and FAU. The Certificate of Approval will apply only to the uses stated therein.

10. FAU Addition TRAC will meet no less frequently than monthly in order that ongoing coordination, direction, and implementation of the duties, responsibilities, and functions of the FAU Addition TRAC may take place and regular dialogue and discussion may take place by and between the members of FAU Addition TRAC.
11. Prior to 5:00 p.m. on the first day of November of each year that this Agreement is in effect, the Authority shall deliver a report to Florida Atlantic University which shall identify each occupant of the FAU Research Park Addition Site as of the preceding thirtieth day of September ("An Annual Activity Report"). The Annual Activity Report shall provide a description of the activities conducted within the FAU Research Park Addition Site by each of the tenants identified in the Annual Activity Report and the interaction, activities, and/or relationship between each of the occupants identified in the Annual Activity Report and Florida Atlantic University, if any. The Developer and the Operating Director shall assist and cooperate with the Authority in the collection of the information from the occupants of the FAU Research Park Addition Site necessary to properly prepare the Annual Activity Report, and in the preparation of this Annual Activity Report.
12. In the event that in the preparation of the Annual Activity Report due immediately prior to that date which is ninety (90) days prior to the expiration of the then current term of the lease or occupancy agreement of any occupant of any portion of the FAU Research Park Addition Site, the Executive Director of the Authority determines in the exercise of the Executive Director's reasonable discretion, that an issue may exist in regard to the occupant's utilization of the subject portion of the FAU Research Park Addition Site in a manner substantially at variance from

the use(s) set forth in the most recent Certificate of Approval issued by the Authority, then, the Executive Director of the Authority shall so advise the subject occupant in writing as soon as reasonably possible. Thereafter, the Executive Director of the Authority shall interact with, cooperate, and assist the subject occupant in order to address any such issue that may exist or determine the absence of any such issue as soon as reasonably possible. In any and all events, in the event that on that date which is ninety (90) days prior to the expiration of the then current term of any lease or occupancy agreement of any occupant of a portion of FAU Research Park Addition Site, the Executive Director of the Authority determines in the exercise of the reasonable discretion of the Executive Director of the Authority that an issue may exist relative to the occupant's utilization of the subject portion of the FAU Research Park Addition Site in a manner substantially at variance from the use(s) set forth in the most recent Certificate of Approval issued by the Authority, then, such occupant shall submit a current White Paper Form to the Chair of the TRAC Committee and the procedure relative to White Paper Form specified in Paragraphs 7, 8, and 9 hereof shall be fully applicable. The term of any such lease or occupancy agreement shall not be extended and/or any extension or renewal term or anything in the nature of an extension or renewal term shall not commence prior to the re-approval of such occupant by the Authority. In the event the Authority does not re-approve such occupant, then, for all purposes whatsoever, the term of the lease or occupancy agreement of any such occupant shall terminate on the last day of the then current term of the subject lease or occupancy agreement.

13. The FAU Research Park Addition Site will be subject to the restrictions set forth on "Exhibit B" attached hereto and made a part hereof.
14. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the Parties and by their respective successors and assigns.
15. This Agreement may be signed in counterparts with the same effect as if the signature on each such counterpart were on the same instrument. Each of the counterparts, when signed, shall be deemed to be an original, and all of the signed counterparts together shall be deemed to be one and the same instrument.
16. The Parties agree to execute and deliver all such further documents and instruments which may be reasonably necessary or appropriate to carry out the terms and conditions of this Agreement and in all events to cooperate in good faith in the performance and discharging of the activities contemplated herein and the duties and obligation set out herein.

17. Whenever the context so requires, words used in the singular shall be construed to mean or include the plural and vice versa, and pronouns of any gender shall be construed to mean or include any other gender or genders.
18. All cross references to paragraphs herein shall mean the paragraphs of this Agreement unless otherwise stated or clearly required by the context.
19. Unless otherwise specifically agreed to in writing to the contrary: (i) the failure of either party at any time to require performance by the other of any provision of this Agreement shall not affect such party's right thereafter to enforce the provision, (ii) no waiver by either party of any default by the other shall be taken or held to be a waiver by such party of any other preceding or subsequent default, and (iii) no extension of time granted by either party for the performance of any obligation or act by the other party shall be deemed to be an extension of time for the performance of any other obligation or act under this Agreement.
20. If any term of this Agreement is illegal or unenforceable at law or in equity, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired. Any illegal or unenforceable termination shall be deemed to be void and of no force and effect to the minimum extent necessary to bring such term within the provisions of any applicable law or laws and such term, as so modified, and the balance of this Agreement shall then be fully enforceable.
21. Nothing in this Agreement, whether expressed or implied, is intended to (i) confer any rights or remedies on any person other than the Authority, FAU, and the Developer and their respective successors and assigns, (ii) relieve or discharge the obligation or liability of any third party, or (iii) give any third party any right of subrogation or action against either Authority, FAU, or the Developer.
22. By this signature, each person executing this Agreement on behalf of a party represents and warrants to the other parties that he or she is duly authorized to do so.
23. Notices required or permitted to be given pursuant to the terms of this Agreement will be sent by certified mail, return receipt requested, postage pre-paid, and will be deemed delivered on the date evidenced by the executed return receipt, or upon the date that the United States Postal Service deems that delivery is impossible. Notices will be delivered at the following addresses, subject to the right of any party to change the address at which it is to receive notice by written notice to the other party:

To Authority:

The Florida Atlantic Research and Development Authority
Florida Atlantic University
Administration Building
3731 FAU Boulevard
Boca Raton, Florida 33431

Copy to:

Jeffrey Scott Siniawsky
Attorney at Law
300 N.W. 82nd Avenue
Suite 505
Plantation, Florida 33324

To the University:

Florida Atlantic University
Administration Building
777 Glades Road
Boca Raton, Florida 33431
Attention: Office of the President

Copy to:

Office of the General Counsel
Florida Atlantic University
Administration Building
777 Glades Road
Boca Raton, Florida 33431

To Developer:

Boca/Research Park, Ltd.
Boca Corporate Centre, Suite 238
2300 Corporate Boulevard, N.W.
Boca Raton, Florida 33431
Attn: John W. Temple

Copy to:

Robert I. MacLaren, II
Attorney at Law
798 S. Federal Highway, Suite 100
Boca Raton, Florida 33432

Thomas A. Head
HRM Development Corp.
3701 FAU Boulevard
Suite 205
Boca Raton, Florida 33431

24. This Agreement sets forth the entire understanding of Authority, FAU, and Developer with the respect to the matters which are the subject of this Agreement, superceding and/or incorporating all prior or contemporaneous oral or written agreements, and may be changed, modified, or amended only by an instrument in writing executed by the Party against whom the enforcement of any such change, modification or amendment is sought.
25. Headings and similar structural element set forth in this Agreement are intended for ease of reference only, and are not intended, and will not be construed, to reflect the intention of the Parties or to affect the substance of this Agreement. This Agreement has been negotiated at arms length between the Parties, each having an ample opportunity to negotiate the form and substance, and therefore in construing the provision of this Agreement the Parties will be deemed to have had equal roles in drafting it.
26. This Agreement is governed by and will be construed in accordance with the laws of the State of Florida, and in the event of any litigation concerning the terms of this Agreement, proper venue will be in Palm Beach County, Florida.
27. Neither this Agreement nor any term or provision may be altered or amended in any manner except by an instrument in writing signed by the party against whom the enforcement of any such change is sought.

IN WITNESS WHEREOF, the Authority, FAU, and the Developer, have caused this Tenant Recommendation and Program Innovation Agreement for FAU Research Park Addition to be executed as required by law, as of the day and year first above written.

Signed, sealed and delivered in the presence of:

FLORIDA ATLANTIC UNIVERSITY AND DEVELOPMENT AUTHORITY, a body politic corporate under the laws of the State of Florida

Linda O'McLaren
Witness

By: Neil Stirling
Neil Stirling, Chairman of the Board

Linda O'McLaren
Print Name

Date: 3 May 2005

[Signature]
Witness

(Corporate Seal)

ROBERT I. MACLAREN II
Print Name

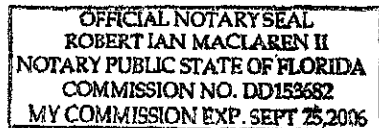
STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me on this 3RD day of May, 2005, by Neil Stirling, Chairman of the Board of FLORIDA ATLANTIC RESEARCH AND DEVELOPMENT AUTHORITY, a body politic and corporate under the laws of the State of Florida, on behalf of said governmental body corporate and politic, who is personally known to me, or has produced as identification.

[Signature]
Notary Public

Printed Name of Notary

My commission expires:



Signed, sealed and delivered
in the presence of:

FLORIDA ATLANTIC UNIVERSITY BOARD
OF TRUSTEES

Jack Lubin
Witness

By: Frank T. Brogan
Frank T. Brogan

Jack Lubin
Print Name

Title: President

Date: 6/13/05

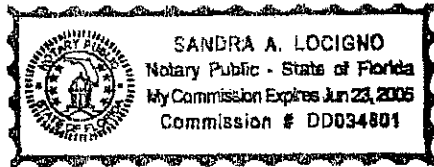
Sandra LoCigno
Witness
SANDRA LOCIGNO
Print Name

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me on this 13th
day of June, 2005, by FRANK T. BROGAN, as President of FLORIDA ATLANTIC
UNIVERSITY, who is personally known to me, ~~or who has produced~~
~~as identification.~~

Sandra A. LoCigno
Notary Public
SANDRA A. LOCIGNO
Print Name of Notary

My commission expires:



APPROVED AS TO FORM
AND LEGALITY
General Counsel
Florida Atlantic University
808
6/13/05

Signed, sealed and delivered
in the presence of:

BOCA/RESEARCH PARK, LTD.,
a Florida Limited Partnership
By: BOCA/RESEARCH PARK, INC.,
a Florida corporation, as general partner

Judy Magid
Witness

By: John W. Temple
John W. Temple, President

Judy Magid
Print Name

Date: _____

Diane Lively
Witness

DIANE Lively
Print Name of Witness

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me on this _____ day of _____, 2005, by John W. Temple, as President of Boca/Research, Inc., as General Partner of BOCA/RESEARCH PARK, LTD., a Florida limited partnership, for and on behalf of BOCA/RESEARCH PARK, LTD., a Florida limited partnership, who is personally known to me, ~~or who has provided _____ as identification.~~

Diane W. Lively
Notary Public

DIANE W LIVELY
Print Name of Notary

My commission expires:



Exhibit A RESTRICTIONS

Section 1. Regulation of Uses. Subject to the provisions of this Exhibit A, all uses of the FAU Research Park Addition Site or any portion thereof shall, at all times, be consistent with uses prescribed for research and development parks by Chapter 159, Florida Statutes, and by the Master Lease (collectively, the "Permitted Uses").

Section 2. Permitted Uses. Anything contained herein to the contrary notwithstanding, the following uses shall each be conclusively deemed to constitute a Permitted Use:

- A. Research and development activity; scientifically oriented production and educational programs of post-secondary educational institutions, including research and development facilities; scientifically-oriented production, manufacturing and assembly facilities; research institutes, testing laboratories and related business facilities; government installations, appurtenances, facilities and personal properties.
- B. Design, research, production and development of building structures and building materials and the marketing and distribution thereof.
- C. Research, development, education and related production with respect to plant and/or animal systems and the marketing and distribution thereof.
- D. Design, research, production and development of all elements of computer and multimedia systems and products and the marketing and distribution thereof.
- E. Design, research, production of all elements of the publication industry and the marketing and distribution thereof.
- F. Design, research, production and development of all elements of the telecommunications industry and the marketing and distribution thereof.
- G. Design, research, production and development relative to health and medical care and treatment and the marketing and distribution thereof.
- H. Design, research, production and development of all elements of the Internet and Internet Commerce and the marketing and distribution thereof.
- I. Uses pursuant to and in accordance with a working relationship established between the University and an Owner of any portion of the FAU Research Park Addition Site, based upon the employment or other utilization by the Owner or its sublessees of students or faculty of the University for research, development or other

activities by the Owner or its sublessees, the establishment or operation by the Owner or its sublessees of programs or services benefitting the University, funding by the Owner or its sublessees of a portion of the FAU Research Park Addition Site for programs or services of the University, or such other arrangement between the Owner of a portion of the FAU Research Park Addition Site and the University which is consistent with the purposes of the FAU Research Park Addition Site.

J. Uses reasonably incidental to, reasonably related to, or in support of activities or operations conducted on a portion of the FAU Research Park Addition Site which is devoted primarily to uses contemplated and which are permitted pursuant to Chapter 159, Florida Statutes.

K. Any other use consistent with the uses prescribed for research and development parks pursuant to Chapter 159, Florida Statutes.

The Authority shall issue a "Certificate of Approval" confirming that a use that is a Permitted Use pursuant to this Exhibit is in fact a Permitted Use. Determinations with respect to whether a use constitutes a Permitted Use shall be made by the Authority in the exercise of its reasonable discretion, and the Authority shall issue a Certificate of Approval with respect to any use that is a Permitted Use no later than thirty (30) days after its receipt of a request for such a Certificate of Approval. No use of a premises within a building within the FAU Research Park Addition Site shall be permitted unless a Certificate of Approval has been issued to the occupant of such premises. The issuance of a Certificate of Approval by the Authority shall constitute conclusive evidence that a use is a Permitted Use.

Section 3. Remedies for Violation. Violation or breach of any restriction, covenant, condition, obligation, reservation, right, power or charge herein set forth will give FAU, the Authority, its successors or assigns, the Owner of any portion of the FAU Research Park Addition Site, or the Developer in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of said restriction, covenant, condition, obligation, reservation, right, power or charge, and to prevent the violation or breach thereof; and the expenses of such litigation including attorneys, fees will be borne by the party losing such litigation to the extent permitted by law.

GENERAL PROVISIONS

Section 1. Duration and Remedies for Violation. The provisions of this Agreement will run with and bind the FAU Research Park Addition Site, and will inure to the benefit of and be enforceable by FAU, the Authority, the Developer or any tenant of any portion of the FAU Research Park Addition Site subject to this Agreement, their respective legal representatives, heirs, successors and assigns, for a term ending on October 22, 2085. Violation or breach of any condition, covenant or restriction herein contained will give

FAU, the Authority, the Developer and/or any tenant of any portion of the FAU Research Park Addition Site in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of said conditions, covenants or restrictions, and to prevent the violation or breach of any of them, and the expense of such litigation will be borne by the then tenant or tenants of the subject portion of the FAU Research Park Addition Site, provided such proceeding results in a finding that such tenant or tenants of the subject portion of the FAU Research Park Addition Site was in violation of said Agreement. Expenses of litigation will include reasonable attorneys, fees at the pre-trial, trial and appellate levels incurred by FAU, the Authority or the Developer in seeking such enforcement.

Section 2. Amendment. Notwithstanding anything to the contrary contained in this Agreement, this Agreement may not be amended except upon the written consent of FAU, Authority, and the Developer, provided that no amendment or change to this Agreement shall be effective to delete any Permitted Use or otherwise materially affect or impair the validity, priority, or rights of any tenant of any portion of the FAU Research Park Addition Site or party holding a mortgage lien or other similar lien on the leasehold interest of any tenant of the FAU Research Park Addition Site without the written consent of all the then tenants of the FAU Research Park Addition Site and party holding a mortgage lien or other similar lien on the leasehold interest of any tenant of the FAU Research Park Addition Site. The Authority shall have the right to add Permitted Uses to those Permitted Uses enumerated.

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