

Parking Agreement

Bracketed language is to indicate what should be filled in any blank or may need to be added to the Tenant Parking Lease due to provisions of Office Lease.

TENANT PARKING AGREEMENT

THIS AGREEMENT, dated as of the _____ day of _____, 200_ is made by and between Ampco System Parking, Inc. ("Landlord"), and _____ ("Tenant").

1. The parties hereby acknowledge that Tenant has heretofore entered, or is contemporaneously herewith entering into, a certain office space lease dated the date hereof, between Tenant, as the tenant thereunder, and 355 Alhambra Plaza, Ltd. ("Owner"), as the landlord thereunder, for the premises (the "Premises") known as Suite(s) _____ located in that certain office building known as 355 Alhambra Circle (the "Building"), located in Coral Gables, Florida (the "Office Lease").

2. Landlord is the tenant and operates the parking garage located within or adjacent to the Building (the "Parking Garage"), pursuant to that certain Parking Lease Agreement entered into between Owner and Landlord (the "Parking Lease Agreement").

3. Landlord hereby grants to Tenant and persons designated by Tenant a license to use the _____ number of parking spaces in the Parking Garage [**Insert the amount set forth in the Lease Summary attached to the Office Lease**]. The term of such license (the "Term") shall commence on _____ [**Insert the Commencement Date set forth in the Office Lease**] and shall continue until the earlier to occur of _____ [**Insert the Expiration Date set forth in the Office Lease**] or the termination of the Parking Lease Agreement. During the Term of this license, Tenant shall pay Landlord the monthly charges (plus all applicable sales and use taxes and surcharges, if any) for this license during the initial lease year in the amount of \$90.00 plus tax [**Modify to state the amount per parking space as set forth in Exhibit C of the Office Lease**], per parking space, and for each year thereafter the rate for parking spaces shall be increased by Landlord in order to reflect the market rate as reasonably determined by Landlord for comparable first-class office buildings in Coral Gables, Florida (plus all applicable sales and use taxes and surcharges, if any). All such monthly charges (plus all applicable sales and use taxes and surcharges, if any) shall be payable in advance on the first day of each calendar month of each year of the Term. No deductions from the monthly charge shall be made for days on which the Parking Garage is not used by Tenant. [**Insert additional terms from Exhibit C of the Office Lease.**]

Tenant may, from time to time, request additional parking spaces, and if Landlord (in its sole discretion) agrees to provide the same, and provided that such spaces have not yet been designated for use by other tenants in the Building, such spaces shall be provided to Tenant pursuant to a separate agreement and used by Tenant on a month-to-month basis, at the rates provided above and otherwise on the terms and provisions set forth herein; provided, however, that Tenant's license to use such spaces shall immediately cease upon Tenant receiving written notice from either Landlord that such spaces have been designated for use by other Tenants in the Building. In the event that Tenant licenses parking spaces hereunder for use by its employees, Tenant shall provide a list to Landlord of the employees who are entitled to parking privileges and

an application required pursuant to paragraph 9 below from each such user, and Tenant agrees to inform Landlord of any changes to its employees so entitled.

4. Landlord also agrees to sell to Tenant parking stamps for use by Tenant's customers, guests and invitees. Tenant shall be able to purchase the stamps through the Landlord for the Building.

5. Subject to Paragraph 7, below, the Parking Garage shall be available to Tenant twenty-four (24) hours per day, seven (7) days per week; provided, however, that Landlord shall only be obligated to operate the Premises with its personnel no less than 7:30 am to 7:30 pm Monday through Friday and 8 am to 5 pm on Saturdays, except Holidays. As used herein, the term "Holiday" shall mean New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and other U.S. bank holidays.

6. Tenant shall at all times comply with all applicable ordinances, rules, regulations, codes, laws, statutes and requirements of all Federal, state, county and municipal governmental bodies or their subdivision respecting the use of the Parking Garage. Landlord reserves the right to adopt, modify and enforce reasonable rules governing the use of the Parking Garage from time to time, including any key-card, sticker or other identification or entrance system (collectively, the "Rules"), and by entering into this Agreement, Tenant agrees to comply with and be bound by such Rules in effect from time to time. The Rules for the Parking Garage attached hereto are currently in effect. Landlord may refuse to permit any person who violates such Rules to park in the Parking Garage, and any violation of the Rules shall subject the car to removal from the Parking Garage at Tenant's expense. Tenant's failure to pay all parking charges and other amounts as and when due hereunder, and Tenant's failure to comply in all respects with the Rules, shall constitute a "default" hereunder.

7. **[Add in any exceptions from Lease: Except for . . .]** The parking spaces hereunder shall be provided on an unreserved "first come, first-served" basis. Tenant acknowledges that Landlord is a third party entity unaffiliated with Owner, and that neither Owner nor Landlord shall have any liability for claims arising through acts or omissions of the other. Owner shall have no liability whatsoever as a result of this Agreement or Tenant's use of the Parking Garage (including, without limitation, for any damage to property or any other items located in the Parking Garage, or for any personal injuries or death arising out of any matter relating to the Parking Garage). Except for its unlawful acts or gross negligence, Landlord shall have no liability whatsoever for any damage to property or any other items located in the Parking Garage, nor for any personal injuries or death arising out of any matter relating to the Parking Garage, and in all events, Tenant agrees to look first to its insurance carrier and to require that Tenant's employees look first to their respective insurance carriers for payment of any losses sustained in connection with any use of the Parking Garage. Tenant hereby waives on behalf of its insurance carriers all rights of subrogation against Landlord or Landlord's agents. Landlord reserves the right to assign specific spaces, and to reserve spaces for visitors, small cars, handicapped persons and for other tenants, guests of tenants or other parties (subject to the provisions of the Parking Lease Agreement), and Tenant and persons designated by Tenant hereunder shall not park in any such assigned or reserved spaces. Landlord also reserves the right to close all or any portion of the Parking Garage in order to make repairs or perform maintenance services, or to alter, modify, re-stripe or renovate the Parking Garage, or if required by casualty, strike, condemnation, act of God, governmental law or requirement or other reason beyond Landlord's reasonable control. In the event the Tenant is denied parking due to such an event and incurs expense therefor, Landlord shall refund any prepaid parking rent hereunder,

prorated on a per diem basis. If, for any other reason, Tenant or persons properly designated by Tenant, shall be denied access to the Parking Garage, and Tenant or such persons shall have complied with this Agreement and this Agreement shall be in effect, Landlord's liability shall be limited to such parking charges (excluding tickets for parking violations) incurred by Tenant or such persons in utilizing alternative parking, which amount Landlord shall pay upon presentation of documentation supporting Tenant's claims in connection therewith.

8. If Tenant shall default under this Agreement or the Office Lease is terminated due to default by Tenant thereunder, Landlord shall have the right to (i) remove from the Parking Garage, at Tenant's expense, any vehicles parked under this Agreement, without liability therefor whatsoever, or (ii) cancel this Agreement on ten days' written notice, unless Tenant cures such default within such ten day period (provided that, if such default constitutes an "incurable default" as defined below, then Tenant shall have no such cure rights). If this Agreement is canceled, Tenant shall remain liable (in addition to accrued liabilities) to the extent legally permissible for all charges Tenant would have been required to pay until the date this Agreement would have expired had such cancellation not occurred.

In addition to the foregoing, Tenant shall pay to Landlord such sums as the court which has jurisdiction thereover may adjudge as reasonable attorneys' fees (through all appellate levels) with respect to any successful lawsuit or action instituted by Landlord to enforce the provisions of this Agreement.

If Tenant defaults under this Agreement more than three times during any twelve month period, and Landlord notifies Tenant thereof promptly after each such default, the next default during the succeeding twelve month period, shall, at Landlord's election, constitute an "incurable default". Such cancellation right shall be cumulative and in addition to any other rights or remedies available to Landlord at law or equity.

9. Tenant acknowledges that (i) it shall be required to provide to Landlord a list of each and every person entitled to use one of the parking spaces allocated to Tenant pursuant to this Agreement and (ii) each user of a space shall be required to complete a parking application in the form provided by Landlord prior to receiving a parking access card. Landlord's current parking application form is attached hereto as Schedule I and incorporated herein by reference. Landlord reserves the right to modify, alter or revise its parking application form from time to time.

10. All notices under this Agreement shall be in writing and either served personally or sent by overnight courier or sent by registered mail or certified mail, return receipt requested, with postage prepaid, addressed to Landlord or Tenant as the case may be, at the address specified below:

To Landlord:

Ampco System Parking, Inc.
2980 McFarlane Road
Suite 210
Miami, Florida 33133

To Tenant:

Either party may by like notice at any time and from time to time designate a different address to which notices shall be sent. Such notices, demands or declarations shall be deemed sufficiently

served or given for all purposes hereunder, unless otherwise specified in this Agreement, either (a) if personally served, upon such service, (b) if sent by overnight courier, the following business day or (c) if mailed, two (2) business days after the time of mailing or on the date of receipt shown on the return receipt, whichever is earlier.

11. It is mutually covenanted and agreed by and between Landlord and Tenant as follows:

(a) That this Agreement shall be construed, under the laws of the State of Florida.

(b) Each provision herein shall be deemed separate and distinct from all other provisions, and if any one of them shall be declared illegal or unenforceable, the same shall not affect the legality or enforceability of the other terms, conditions, and provisions hereof, which shall remain in full force and effect.

(c) Except as expressly provided herein, the terms and conditions contained in this Agreement shall apply to, run in favor of and shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, executors, administrators, personal representatives and assigns and successors-in-interest.

(d) It is understood that there are no oral agreements or representations between the parties hereto affecting this Agreement, and this Agreement supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements or representations and understandings, if any, between the parties hereto and none thereof shall be used to interpret or construe this Agreement.

(e) This Agreement may only be changed, modified or amended by an instrument in writing, executed by the parties hereto. The parties hereby agree and acknowledge that no modification or amendment of this Agreement shall be effective unless and until it has been approved in writing by Owner.

(f) This Agreement is personal to Tenant, and may not be assigned by Tenant without the express written consent of Landlord and Owner, and any such assignment made without such consent shall be null and void.

(g) The Owner is a third party beneficiary of this Agreement.

(h) This Agreement and all rights of the Tenant hereunder shall be subject and subordinate to any and all mortgages, security agreements, or like instruments resulting from any financing, refinancing, or collateral financing (including renewals or extensions thereof), and to any and all ground leases, made or arranged by Owner of its interests in all or any part of the Building, from time to time in existence against the Building, whether now existing or hereafter created, including, without limitation, the Parking Garage. Such subordination shall not require any further instrument to evidence such subordination. However, on request, the Tenant shall further evidence its agreement to subordinate this Agreement and its rights under this Agreement to any and all documents and to all advances made under such documents. The form of such subordination shall be made as required by the Owner, its lender, or ground lessor.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

WITNESSES:

Print Name:

Print Name:

Print Name:

Print Name:

LANDLORD:

Ampco System Parking, Inc., a California corporation

By: _____
Name:
Title:

TENANT:

_____, a

By: _____
Name:
Title:

PARKING GARAGE RULES

- (i) Cars must be parked entirely within the stall lines painted on the floor, and only small cars may be parked in areas reserved for small cars.
- (ii) All directional signs and arrows must be observed.
- (iii) The speed limit shall be 5 miles per hour or as otherwise posted.
- (iv) Spaces reserved for handicapped parking must be used only by vehicles properly designated.
- (v) Parking is prohibited in all areas not expressly designated for parking, including without limitation:
 - (a) areas not striped for parking
 - (b) aisles
 - (c) where "no parking" signs are posted
 - (d) ramps
- (vi) Parking stickers, key cards or any other devices or forms of identification or entry supplied by Landlord shall remain the property of Landlord. Such devices must be displayed as requested, used as directed, and may not be mutilated in any manner. The serial number of the parking identification device may not be obliterated. Devices are not transferable and any device in the possession of an unauthorized holder will be void.
- (vii) Monthly fees plus applicable sales and use taxes and surcharges, if any shall be payable in advance on or prior to the first day of each month. Failure to do so will automatically cancel parking privileges, and a charge at the prevailing daily parking rate will be due. No deductions or allowances from the monthly rate will be made for days on which the Parking Garage is not used by Tenant or its designees.
- (viii) Parking Garage managers or attendants are not authorized to make or allow any exceptions to these Rules.
- (ix) Every parker is required to park and lock his own car, unless valet services are provided by Landlord.
- (x) Loss or theft of parking identification, key cards or other such devices must be reported to Landlord or any garage manager immediately. Any parking devices reported lost or stolen found on any unauthorized car will be confiscated and the illegal holder will be subject to prosecution. Lost or stolen devices found by Tenant or its employees must be reported to the office of the Parking Garage or the property manager of the Project, immediately. Landlord is entitled to charge a reasonable replacement fee when replacing lost or stolen cards.
- (xi) Washing, waxing, cleaning or servicing of any vehicle by the Tenant and/or its agents, employees, guests and/or invitees is prohibited in the Parking Garage. Parking spaces may be used only for parking automobiles.
- (xii) By signing this Agreement, Tenant agrees to acquaint all persons for whom Tenant assigns parking space of these Rules.

- (xiii) Parking privileges may be cancelled, in Landlord's sole and absolute discretion, in the event that any vehicle is brought onto the Parking Garage by Tenant or its employees, guests or invitees that is damaged and has the potential to damage other vehicles located in the Parking Garage.

SCHEDULE I

355 ALHAMBRA PLAZA

PARKING – ACCESS CARD APPLICATION

NEW APPLICANT: _____

REISSUE CARD: _____

CARD #: _____

REVOKE: _____

CARD #: _____

Company: _____ Suite _____

Applicant: _____ Signature: _____

Authorized Signature: _____ Date: _____

Vehicle (Make): _____ Model: _____ Year: _____

Color: _____ License Plate #: _____

ISSUE NEW CARD: _____ NEW CARD #: _____

REASON: _____ Lost
_____ Stolen
_____ Broken / Damaged

Everyone who desires to utilize the parking facility at 355 Alhambra Plaza must complete this monthly application prior to being issued an access card. There will be no exceptions to this important security requirement.

1. Parking is available 24 hours a day, seven days a week with a parking access card only. Ampco System Parking, Inc. does not assume any responsibility for any vehicle left on the premises either before or after the posted closing hours. The garage will be attended from 7:30 AM to 7:30 PM Monday through Friday and 8:00 AM to 5:00 PM on Saturdays, except holidays.

2. **Customers without a valid access card will be charged a posted daily rate, for which there will be no refund.**

3. One access card will admit only **one** car at one time. Customer agrees to use the access card at both the entry and exit gates to maintain the computer continuity. Failure to do so may prohibit reentry or exit and cause delays.

4. Management will provide only one access card. If the access card is lost, stolen, damaged, or broken, another will be issued only upon payment of the replacement card fee (\$15.00). Keep Card Out Of Direct Sunlight As It Will Warp And Eventually Become Brittle And Break.

5. Customers should park and lock their own cars. Do not leave valuable items in plain sight inside your vehicle. Management does not assume responsibility for any damage to the vehicle, theft of any contents or any other responsibility for the vehicle or parts thereof. In this parking facility you park at your own risk and you should govern yourself accordingly. Your card is your responsibility; please do not pass your access card to anyone else.

DISCLAIMER: By signing below, you agree to hold Ampco System Parking, Inc. and 355 Alhambra Plaza, Ltd. harmless and shall indemnify them from and against and all loss caused by fire, theft or other caused to any vehicle or its contents. Any reports of damages must be brought to the attention of Ampco System Parking, Inc. prior to exiting the garage same day.

If you have any questions about these procedures please do not hesitate to contact Ampco System Parking, Inc. at (305) 447-0100.

Customer signature: _____ Date: _____