

AMENDED 12/11/06
Due to Bell South connection
D.L.H.

LEASE

THIS LEASE made this 7th day of ~~September~~ ^{November}, 2006 between Horizon Place, LLC., a Florida Limited Liability Company (hereafter called "LESSOR"), whose address for purposes of notices under this lease is 480 Maplewood Drive, Suite 1, Jupiter Florida 33458 and Jupiter Planet Radio, LLC., a Florida limited liability company, (hereafter called "LESSEE"), whose address for purposes of notice under this lease is 1235 16th Street, Vero Beach, Florida, 32906.

The parties agree as follows:

1. **AGREEMENT TO LEASE:** Description of the Property, the LESSOR leases to the LESSEE, and the LESSEE rents from the LESSOR the following described commercial space:

Unit Numbers: 126 and 128 consisting of a total of 2016 square feet.
Address: ~~24~~ ²³ Eganfuskce Street, Jupiter, Florida

2. **TERM OF LEASE:** The term of the lease is as follows:

December 11, th 2006

The term of this lease shall be for three (3) year(s) commencing on ~~November 7th~~ ^{11th}, 2006

3. **RENTAL:** The base rent for the first year of the lease shall be Forty Four-Thousand Three-Hundred Fifty-Two dollars plus applicable sales tax. Thereafter, there shall be a four (4) percent increases in the rent for the second and third years of the lease. The base rent for the second year of the lease term shall be \$3,843.84 plus applicable sales tax and the base rent for the third year shall be \$3,997.59 plus applicable sales tax. The rent shall be due and payable on the ~~first~~ ^{11th} day of each month beginning on the first day of ~~December~~ ^{Dec 11, 2006}, 2006 and on the first day of each month thereafter for the term of the lease said rent to be paid as follows:

Beginning on the first day of ~~Nov. 7~~ ^{Dec 11, 2006}, 2006, the Lessee shall pay to the Lessor the monthly base rent of \$3,696.00 plus sales tax of \$240.24 for a total monthly rent of \$3,936.24. The rent is based upon 2016 square feet and \$22.00 per square feet. The Tenant shall pay along with the monthly rental the sales tax at the prevailing rate.

Late penalty: any payment received after the ~~Fifth (5th)~~ ^{11th 16th} day of the month shall be subject to a penalty of five (5%) per cent of the monthly payment.

4. **LESSORS' COVENANTS:** LESSOR covenants and agrees as follows:
a. To warrant and defend LESSEE in the enjoyment and peaceful possession of the premises during the aforesaid term.

b. That the Leased Premises is currently zoned for C2.
c. In the event that the leased premises are destroyed or damaged by fire, casualty or other disaster, such that they become untenable, LESSOR shall make reasonable efforts to make the premises tenable. Said repairs shall be completed within sixty (60) days from the date of the casualty. In the event that it is not reasonably foreseeable that LESSOR shall be able to so restore the leased premises, or a material portion of them, within the time period provided; or in fact, LESSOR does not so restore the leased premises within the time provided, LESSEE shall have the option to terminate this Lease. In the event that the premises are destroyed or so damaged by fire, casualty or other disaster that they become untenable or become partially untenable, the rent or a proportionate share thereof related to the untenable portion of the leased premise shall be abated from the date of the casualty.

5. **COVENANTS OF LESSEE:**
a. Lessee covenants and agrees that it will use the property for the following use: Administrative and business offices for Jupiter Planet Radio LLC.

6. **DEFAULT IN PAYMENT OF RENT:** If any rent or other payment required by this lease is not paid when due, LESSOR shall have the right to resume possession and release or rent the property for the remainder

of the term for the account of LESSEE, and recover from LESSEE at the end of the term or at the time each payment of rent comes due under this lease as LESSOR may choose, the difference between the rent specified in the lease and the rent received on the releasing or renting.

7. **DEFAULTS OTHER THAN RENT:** If either LESSOR or LESSEE fails to perform or breaches any agreement on this lease other than the agreement of LESSEE to pay rent, and this failure or breach continues for ten days after a written notice specifying the performance required has been given to the party failing to perform, (a) the party giving notice may institute action in a court of competent jurisdiction to terminate this lease or to complete performance of the agreement, and the losing party in that litigation shall pay the prevailing party all expense of the litigation, including a reasonable attorney's fee; or (b) LESSOR or LESSEE may, after 60 days written notice to the other, comply therewith or correct any such breach (without creating any future obligation on the LESSOR or LESSEE to comply), and the costs of that compliance shall be payable on demand.

8. **INSOLVENCY, BANKRUPTCY, ETC. OF LESSEE:** If LESSEE is declared insolvent or adjudicated a bankrupt under Chapter 7 or if LESSEE makes an assignment for the benefit of creditors, or if LESSEE's leasehold interest is sold under execution or a trustee in bankruptcy under Chapter 7 or a receiver appointed for LESSEE, LESSOR, without prejudice to its rights hereunder and at its option, may terminate this lease and retake possession of the premises immediately and without notice to LESSEE or any assignee, transferee or any other person or persons, using force if necessary. If the LESSEE shall file for Bankruptcy under Chapter 11 and he is current in all payments and continues to remain current in all payments to the LESSOR, the Lease shall not be terminated based on said bankruptcy.

9. **ADDRESS FOR PAYMENT AND NOTICES:** Rent payments and notices to LESSOR shall be mailed or delivered to the address set forth on the first page of this lease, unless LESSOR advises LESSEE differently in writing.

Notices to LESSEE may be mailed or delivered to the lease premise, and proof of mailing or posting of those notices to the leased premise shall be deemed the equivalent of personal service on LESSEE. All notices to either party shall be sent by certified or registered mail, return receipt requested.

10. **CAPTIONS:** The captions and paragraphs or letters appearing in this lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of the sections or articles of this lease nor in any way affect this lease.

11. **FLORIDA LAW:** This lease shall be governed by the laws of the State of Florida, both as to interpretations and performance.

12. **ENTIRE AGREEMENT:** This lease sets forth all the promises, agreements, conditions, and understandings between LESSOR and LESSEE relative to the leased premises. There are no other promise, agreements, conditions or understandings, either oral or written, between them than are set forth in this lease. No subsequent alteration, amendment, change or addition to this lease shall be binding on LESSOR or LESSEES unless in writing and signed by them, and by direct reference made a part of this lease.

13. **TERMS INCLUSIVE:** As used herein the terms "LESSOR" and "LESSEE" shall include the plural whenever the context requires or admits.

14. **REPRESENTATIVES BOUND HEREBY:** The terms of this lease shall be finding and the obligatory on the respective successors and representatives of the parties.

15. **RECOVERY OF COSTS:** In any action taken to enforce or interpret this lease, the prevailing party will be entitled to recover all costs and expenses, including court costs and a reasonable attorney's fee, incurred as a result.

16. **RELATIONSHIP OF PARTIES:** It is understood and agreed that the relationship of the parties hereto is strictly that of Landlord and Tenants and that the LESSOR has no ownership in the LESSEE's enterprise

and that this lease shall not be construed as a joint venture or partnership. The LESSEE is not and shall not be deemed to be an agent or representative of the LESSOR.

17. **MORTGAGES/LIENS:** LESSOR and LESSEE agree that the LESSEE shall have no right, during the term of this lease, to subject the fee interest of LESSOR in the demised premises to anyone or more mortgages, or liens. In the event any repairs or alterations are made to or on the premises said cost shall be the sole responsibility of the LESSEE. In the event the LESSEE wants to make any modification to its lease space it must obtain the written approval of the LESSOR. Additionally, the LESSEE shall provide to the LESSOR proof of liability insurance and proof of workers compensation for the Contractor and Subcontractors, as well as, have all notice to owners provided to the LESSOR.

18. **RENT AND SECURITY DEPOSIT DUE ON EXECUTION OF LEASE:** Upon the execution of this Lease Agreement the LESSEE agrees to pay to LESSOR both the first and last month rent in the amount of \$8,193.99 inclusive of sales tax at the rate of 6.5% and a security deposit in the sum of \$11,088.00 for a total amount due of \$19,281.99. In the event the Lessee shall default in the payment of the rent due pursuant to this Agreement or should abandon the property prior to the expiration of the lease term, then upon the Lessor providing Lessee written notice of the default, the Lessor shall be entitled to use the security deposit to pay delinquent rent.

19. **RENEWAL OPTION:** Provided that at the time of the giving of Tenant's renewal notice (as herein provided) Tenant is not in default of the terms conditions or provisions contained in this Lease, Tenant is hereby granted an option to renew this Lease for one (1) three year additional term. The option to renew this Lease shall be exercised in writing at least ninety (90) days prior to the expiration of the initial term of the Lease, which renewal option shall be sent to Landlord by certified mail, return receipt requested. All of the renewal terms shall be governed by the terms, conditions, covenants, agreements and provisions contained in this Lease. The Rent to be charged during the three-year renewal term shall be as follows: the fourth years base rent shall be \$ 3,997.57, the fifth year base rent shall be \$4,157.47 and the sixth year base rent shall be \$4,323.77. Any additional renewals of this lease agreement shall be renegotiated by the parties prior to the expiration of the sixth year of this lease. If the Parties cannot agree in writing as to new terms prior to the expiration of the sixth year of this lease then this lease shall terminate as per the terms as set forth herein.

20. **REAL ESTATE TAXES AND ASSESSMENTS:** Landlord shall pay, prior to delinquency the Real Estate Taxes levied or assessed against the Demised Premises and the Building.

21. **SALES, USE AND RENT TAXES, PERSONAL PROPERTY TAXES:** Tenant shall pay, before delinquency, all personal property taxes and assessments on the furniture, fixtures, equipment and other property of Tenant located in the Demised Premises and on additions and improvements to the Demised Premises belonging to Tenant. Lessee shall pay before delinquency, all sales, use or excise taxes assessed against the Fixed Rent and Additional Rents stated herein by governmental authority.

22. **SIGNS:** Tenant shall provide, at its expense, suitable identification sign or signs of such size, design and character as Landlord, at its reasonable discretion shall approve, and Tenant shall install same, at its expense, at a reasonable place or places designated by Landlord. Tenant shall maintain any such sign or signs in good condition and repair. Other than such permitted signs, Tenant shall not place or install or permit or suffer to be placed or installed, or maintain, any sign upon or outside of the Demised Premises or in any part of the Building unless approved by Landlord, which approval shall not be unreasonably withheld. Sign must be in compliance with any and all City, County and State regulations and it shall be The Tenants responsibility to apply for and obtain the necessary sign approvals from the appropriate governmental authorities.

23. **COMPLIANCE WITH LAWS:** Tenant shall comply with the Certificate of Occupancy relating to the Demised Premises and with the Requirements.

24. **LANDLORD'S RIGHT TO ACCESS AND TO REPAIR AND MAINTAIN:** Landlord shall have the right to enter upon and in the Demised Premises at all reasonable times to examine the same and to make such repairs, alterations, improvements and additions in the Demised Premises or in the Building as Landlord may

deem reasonable necessary, and Landlord shall be allowed to take all materials into and upon the Demised Premises that may be reasonable required therefor without the same constituting an eviction of Tenant, in whole or in part, and the Rent shall in no way abate while such repairs, alterations, improvements or additions are being made by reason of loss or interruption of the business of Tenant due to the prosecution of any such work, provided, however, Landlord shall use reasonable efforts not to unreasonably interfere with or interrupt Tenant's business in the Demised Premises. Landlord shall also have the right to enter upon the Demised Premises at reasonable times to show same to prospective purchaser, lessees and mortgagees of all or any part of the Building. During the year prior to the expiration of the Term, Landlord may show the Demised Premises to prospective tenants of the Demised Premises, and during the one (1) year prior to the expiration of the Term, Landlord may also place upon the Demised Premises "To Let" or "For Rent" signs.

25. **QUIET ENJOYMENT:** Landlord covenants and agrees that Tenant, on payment of Fixed Rent and Additional Rents and performing all the covenants and conditions in this Lease, shall and may peaceably and quietly have, hold and enjoy the Demised Premises for Term, without hindrance or molestation by Landlord or any party claiming by, under or through Landlord, subject, nevertheless, to the provisions of this Lease and to Superior Mortgagees.

26. **MECHANIC'S LIENS:** Nothing contained in this Lease shall be deemed to imply any consent or agreement on the part of Landlord to subject Landlord's interest or estate to any liability under any mechanic's or other lien law. If any mechanic's or other lien or any notice of intention to file a lien is filed against the Building, or any part thereof, or the Demised Premises or any part thereof, for any work, labor, services or materials performed or furnished for or on behalf of Tenant, other than "Landlord's Work", Tenant shall cause the same to be cancelled and discharged of record by payment, bond or order of a court of competent jurisdiction within fifteen (15) days after written notice by Landlord to Tenant.

27. **LANDLORD'S PROPERTY:** All fixtures, equipment, improvements and appurtenances attached to or built into the Demised Premises at the commencement of or during the Term, whether or not by or at the expense of Tenant, shall be and remain a part of the Demised Premises, shall be deemed the property of Landlord ("the Landlord's Property") and shall not be removed by Tenant except as set forth herein. All carpeting contained within the Building during the Term shall be and remain the property of Landlord and shall not be removed or replaced without the prior written consent and approval of Landlord.

28. **TENANT'S PROPERTY:** All fixtures, including, without limitation, trade fixtures, movable partitions, machinery and equipment, communications equipment and office equipment, whether or not attached to or built into the Demised Premises, which are installed in the Demised Premises by or for the account of Tenant without expense to Landlord and which can be removed without structural damage to the Building and all furniture, furnishings and other articles of movable personal property owned by Tenant and located in the Demised Premises shall be and shall remain the property of Tenant ("the Tenant's Property") and may be removed by Tenant at any time during the Term, provided Tenant is not in default under this Lease. In the event Tenant's Property is so removed, Tenant shall repair or pay the cost of repairing any damage to the Demised Premises or the Building resulting from the installation and/or removal thereof.

29. **REMOVAL OF TENANTS' PROPERTY:** At or before the expiration date of this Lease, Tenant at its expense, shall remove from the Demised Premises all of Tenant's Property (except such items thereof as the Landlord shall have expressly permitted to remain, which property shall become the property of the Landlord), and Tenant shall repair any damage to the Demised Premises or the Building resulting from any installation and/or removal of Tenant's property. Any other item of Tenant's Property which shall remain in the Demised Premises after the expiration date of this Lease, or after a period of fifteen (15) days following an earlier termination date, other than those items as Landlord shall have expressly permitted to remain for an extended period of time shall be deemed to have been abandoned, and in such case, such items shall be retained by Landlord as its property or disposed of by Landlord without accountability and in such manner as Landlord shall determine, at Tenant's expense.

30. **RESPONSIBILITY OF LANDLORD:** Landlord agrees to repair and maintain in good order and condition, at its sole cost and expense, ordinary wear and tear and casualty of the Demised Premises (except as

provided in paragraph 32 below), the roof, roof drains, outside walls, sidewalks, parking areas, landscaped areas, and structural portions of the Demised Premises. There is excepted from the preceding covenants, however: (i) repair or replacement of broken plate or window glass; (ii) repair of damage caused by Tenant, its employees, agents, customers, contractors or invitees.

31. RESPONSIBILITIES OF TENANT: Except for the repairs performed by Landlord under Paragraph 31, Tenant shall make, at its sole cost and expense, all repairs and replacements to, and shall keep clean, neat, safe, sanitary, in good order, repair and condition, ordinary wear and tear excepted, the Demised Premises including electrical, plumbing, heating, ventilating, A/C and other systems. In making repairs, Tenant shall use materials equal in kind and quality to the original work.

If Tenant refuses or neglects to repair and/or maintain property as required hereunder and to the reasonable satisfaction of Landlord as soon as reasonably possible after written demand, Landlord may make such repairs and/or perform such maintenance and upon completion thereof, Tenant shall pay Landlord's actual cost for making such repairs and/or performing such maintenance, upon presentation of the bill therefor. Tenant shall give Landlord proper notice of any accident, fire or damage occurring on, to or around the Demised Premise.

Tenant will not install any equipment which exceeds the capacity of the utility lines leading into the Demised Premises or the Building.

32. UTILITIES: Tenant shall be solely responsible for and shall promptly pay all charges for, gas, electricity, telephone or any other utility used, or consumed or wasted by Tenant in or about the Demised Premises. If any such charges are not paid when due, Landlord may, at its option, pay the same, and any amount so paid by Landlord shall thereupon become due to Landlord from Tenant as Additional Rents. In no event shall Landlord be liable for any interruption or failure in the supply of any such utilities to the Demised Premises, nor shall Tenant be entitled to any abatement of Rent due to any such interruption or failure in supplying utility services.

INSURANCE AND INDEMNITY

33. FIRE AND EXTENDED COVERAGE INSURANCE: Landlord shall at all times during the Term, and at his cost and expense, insure the Demised Premises, including Landlord's Property, against loss or damage by fire, with standard extended coverage endorsements to the extent of at least one hundred percent (100%) of the replacement value thereof, including foundation and demolition. The proceeds of such insurance shall belong to and be paid to Landlord for the purposes of repairing and/or replacing the Demised Premises.

34. TENANT LEASEHOLD IMPROVEMENTS AND PROPERTY: Tenant shall carry and maintain, at its sole cost and expense, insurance covering all of Tenant's leasehold improvements, trade fixtures, merchandise and personal property from time to time in, on or upon the Demised Premises, and alterations, additions or changes made by Tenant, providing protection against perils included within standard Florida fire and extended coverage insurance policy, together with insurance against vandalism and malicious mischief. The proceeds of such insurance shall belong to and be paid to Tenant, without claim therefor by Landlord. Insurance to be covered by Tenant shall include all water damage to contents and/or personal property of Tenant.

35. LIABILITY INSURANCE: Tenant shall, during the lease term, keep in full force and effect: bodily injury and public liability insurance in an amount not less than \$1,000,000.00 for any accident; property damage insurance in an amount not less than \$100,000.00. Tenant shall have Landlord named as additional insured on said policies. Tenant shall deliver to Landlord renewal certificates for such policy at least thirty (30) days prior to the expiration of such policy in evidence of the payment of premium therefor.

36. CANCELLATION OF INSURANCE POLICIES: Any insurance required to be procured by Tenant under this Insurance and Indemnity shall contain a provision whereby the same cannot be cancelled unless Landlord and any additional insured are given at least ten (10) days prior written notice of such cancellation. In the event Tenant shall default in the effecting or maintenance of said insurance, or any of it, or of any other insurance to be provided, effected or maintained by Tenant under the provisions of this Lease, Landlord may effect such insurance at the sole cost and expense of Tenant, and any sums paid by Landlord for any premium or premiums shall

be added to the Additional Rent and be deemed to be a part thereof and shall be immediately payable as Rent to the Landlord. Landlord shall forthwith upon the effecting of such insurance give notice thereof and of the sums paid therefor to Tenant.

37. INDEMNIFICATION AND RELEASE: Tenant shall defend and indemnify Landlord and hold Landlord harmless from and against any and all injuries, losses, claims, actions, damages, liabilities and expenses (including attorneys fees and expenses) to persons or property arising from, related to or in connection with the use or occupancy of the Demised Premises or the conduct or operation of business or any default in the performance of any obligation of Tenant under this Lease, except if same results from the negligence on the part of Landlord or any of his agents, contractors, employees, licensees or invitees.

38. REMEDIES OF LANDLORD:

A. If any Event of Default occurs, Landlord shall have the right at the option of Landlord, to terminate this Lease upon three (3) days written notice to Tenant, and to thereupon re-enter and take possession of the Demised Premises with or, if permitted by law, without legal process. If any Event of Default occurs, Landlord shall have the right, at its option, from time to time, without terminating this Lease, to terminate Tenant's right to possess the Demised Premises and to re-enter and re-let the Demised Premise; in such event, Tenant shall continue to remain liable for the payment of all Fixed Rent and Additional Rent. In the event Landlord re-lets the Demised Premise pursuant to this Section, the rents received on such re-letting shall be applied first to the expenses of such re-letting and collection, including, but not limited to necessary renovations and alterations of the Demised Premises, reasonable attorneys' fees, any real estate commissions paid to unrelated third parties, and thereafter toward payment of all sums due or to become due to Landlord hereunder. If a sufficient sum shall not be thus realized or secured to pay such sums and charges, at Landlord's option: (i) Tenant shall pay Landlord any deficiency monthly, notwithstanding that Landlord may bring an action therefor as such monthly deficiency shall rise, or (ii) the entire deficiency, which is subject to ascertainment for the remaining term of this Lease, shall be immediately due and payable by Tenant. Nothing herein, however, shall be construed so as to require Landlord to re-enter and re-let in any event. Landlord shall not, in any event be required to pay Tenant any surplus of any sums received by Landlord on a re-letting of the Demised Premises in excess of Rent provide in this Lease.

B. If any Event of Default occurs, Landlord shall have the right, at its option, to declare the Rents for the entire remaining term and other indebtedness, if any, immediately due and payable without regard to whether possession shall have been surrendered to or taken by Landlord, and may commence action immediately thereupon and recover judgment therefor.

C. No such re-entry or taking possession of the Demised Premises by Landlord or acceptance by Landlord of Tenant's keys to the Demised Premises shall be construed as an election on Landlord's part to terminate this Lease, unless a written notice of such intentions given to Tenant. Notwithstanding any such re-letting without termination, Landlord may at all times thereafter elect to terminate this Lease for such previous default or breach. Any such re-entry shall be allowed by Tenant without hindrance, and Landlord shall not be liable in damages for any such re-entry, or guilty of trespass or forcible entry.

D. Any and all rights, remedies and options given in this Lease to Landlord shall be cumulative and in addition to and without waiver of, or in derogation of, any right or remedy given to Landlord under any law not or hereafter in effect.

39. TAXES ON LEASEHOLD: Tenant shall be responsible for and shall pay before delinquent all municipal, county, or state taxes assessed during the term of this Lease against any leasehold interest or personal property of any kind, owned by or placed in, upon or about the Demised Premises by Tenant.

40. LOSS AND DAMAGE: All personal property placed or moved in the Demised Premises shall be at the risk of Tenant, and Landlord shall not be liable for damage to said personal property arising from the bursting or leaking of water pipes, nor from any act of negligence of any co-tenant, or other occupant of the Building, provided such waiver shall not invalidate Tenant's insurance as required to be maintained by Tenant hereunder.

41. ASSIGNMENT OF LEASE: The Lessee shall have the right to assign this lease agreement provided that it has obtained the written approval of the Lessor, which said approval shall not be unreasonable

withheld.

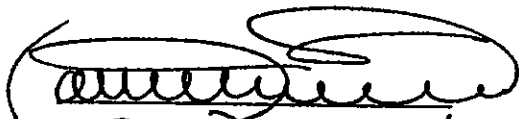
42. **RULES AND REGULATIONS:** Tenant agrees to comply with Landlord's rules and regulations as they may be adopted from time to time.

43. **ADDITIONAL TERMS:** ~~The lessor shall be responsible for~~ Lessee being able to obtain all of the necessary local and state permits necessary to install tower and satellite equipment at the premises.

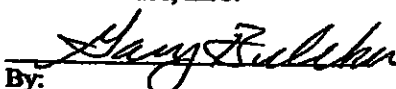
WITNESS our hands and seals the day and year stated above.

Witnesses as to Lessor:
(Print witness names under signatures)

LESSOR:



Jim DAVIS VP/owner

Horizons Place, LLC.

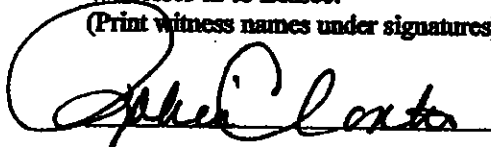
By: 

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 7 day of NOV, 2006, by GARY BELCHER who is personally known to me or who has produced his Florida Driver's License as identification and who did take an oath.


Notary Public

Witnesses as to Lessee:
(Print witness names under signatures)


Peter Costa


Jupiter Planet Radio, LLC.

By: 

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 7 day of NOV, 2006, by JIM DAVIS, who is personally known to me or who has produced his Florida Driver's License as identification and who did take an oath.




Notary Public

* Landlord's (Gary & Janis Belcher) agree to provide an opening between units 126 & 128 at their expense for Lessee (Jupiter Planet Radio, LLC).