

**TERMINATION OF TENANT RECOMMENDATION AND PROGRAM INNOVATION  
AGREEMENT FOR FLORIDA ATLANTIC RESEARCH AND DEVELOPMENT PARK  
ADDITION**

THIS TERMINATION OF TENANT RECOMMENDATION AND PROGRAM INNOVATION AGREEMENT FOR FLORIDA ATLANTIC RESEARCH AND DEVELOPMENT PARK ADDITION (this "Termination Agreement") is made by and between FLORIDA ATLANTIC RESEARCH AND DEVELOPMENT AUTHORITY, a body politic and a body corporate organized under the laws of the State of Florida (the "Authority"), FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES ("FAU"), and BOCA/RESEARCH PARK, LTD., a Florida limited partnership ("Developer"), and is joined in on by the CITY OF BOCA RATON, FLORIDA (the "City"). This Termination Agreement is effective as of the date on which this Termination Agreement has been fully executed by the last party to execute this Termination Agreement between the Authority, FAU, Developer and the City, as indicated in the signature blocks below (the "Effective Date").

**RECITALS:**

A. The Authority, FAU, and the Developer (collectively, the "Parties") entered into that certain Tenant Recommendation and Program Innovation Agreement for Florida Atlantic Research and Development Park Addition, dated as of June 13, 2005 (the "TRAC Agreement").

B. Effective as of the Effective Date, the Parties intend to terminate the TRAC Agreement, all as more particularly set forth in this Termination Agreement.

NOW, THEREFORE, in consideration of the sum of TEN & NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. Recitals; Capital Terms; Conflicts. The above Recitals are true and correct and are incorporated herein by this reference. All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the TRAC Agreement. In the event of any conflict between the terms and conditions of the TRAC Agreement and those set forth in this Termination Agreement, the terms and conditions of this Termination Agreement shall control.

2. Termination of TRAC Agreement. Notwithstanding anything to the contrary set forth in the TRAC Agreement, effective as of the Effective Date: (i) the TRAC Agreement is hereby terminated and is deemed null, void, and of no further force or effect; and (ii) the Parties each hereby acknowledge and agree that each of the Parties are automatically and fully released from all obligations and liabilities set forth under the TRAC Agreement.

3. Captions. Titles or captions of paragraphs hereof are for convenience of reference only and neither limit nor amplify the provisions hereof.

4. Governing Law. This Termination Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

5. Entire Agreement. This Termination Agreement constitutes the complete agreement of the Parties with respect to the subject matter hereof.

6. Counterparts. This Termination Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same document with the same effect as if all parties had signed the same signature page. A facsimile, docusigned or e-mail transmission of a signed version of this Termination Agreement shall be legal and binding on the applicable party.

7. Attorneys' Fees. In any action or proceeding under which either party enforces its respective rights under this Termination Agreement, the non-prevailing party agrees to pay all costs incurred by the prevailing party therein, including reasonable attorneys' fees and expenses.

8. Successors and Assigns. This Termination Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. IT IS MUTUALLY AGREED BY THE PARTIES THAT THEY SHALL AND THEY HEREBY DO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS TERMINATION AGREEMENT.

[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have duly executed this Termination Agreement on the day and year set forth below.

**THE AUTHORITY:**

**FLORIDA ATLANTIC RESEARCH AND DEVELOPMENT AUTHORITY**, a body politic and a body corporate organized under the laws of the State of Florida

By: \_\_\_\_\_  
Name: Andrew S. Duffell  
Title: President  
Date: \_\_\_\_\_

**FAU:**

**FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**DEVELOPER:**

**PEBB Enterprises and Banyan Development**

By: PEBB Boca Research Park, LLC

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: Banyan RP, LLC

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_