

## LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into as of the date first appearing below, by and between the below specified Landlord, Tenant and, if applicable, Guarantor(s).

For and in consideration of these premises, the rents reserved, and the agreements and covenants herein contained, the Landlord does hereby lease and demise unto the Tenant, and the Tenant does hereby lease from the Landlord, the Premises specified below upon the terms and conditions set forth herein.

### ARTICLE I. GENERAL SPECIFICATIONS AND DEFINITIONS

Date: \_\_\_\_\_, 2020

Landlord: Rutgers Plaza II, LLC

Address: P.O. Box 273760, Boca Raton, Florida 33427 Phone: (561) 994-2233

Tenant: City of Jacksonville

Address: 501 E. Bay St., Jacksonville, Florida 32202

Broker(s): HHH Management, Inc. Phone: (561) 994-2233

Guarantor(s) None

Address(es): N/A Phone: \_\_\_\_\_

Project: Rutgers Plaza

Premises Address: 1680 Dunn Avenue, Unit 39, Jacksonville, Florida 32218 (see Exhibit "A" for location of Premises)

Unit Number: 39 Approx. Sq.Ft: 6,000 % of Total Project Expenses: 7.4%

Permitted Use: Sheriff's Department

Tenant's Trade Name: \_\_\_\_\_ Tenant's e-mail: william.clement@jaxsheriff.org

Security Deposit: \$ - 0 -

Term: Tenant hereby accepts and agrees to rent the Premises for 120 months, commencing the 1<sup>st</sup> day of September, 2020 ("Commencement Date"). The Base Year shall be the twelve (12) month period beginning on the Commencement Date.

**Base Rent:** Tenant shall pay, during the Term, Base Rent as follows:  
\$ 51,000.00 yearly for Year 1, payable \$ 4,250.00 monthly (subject to adjustment as set forth in Article III)

**Additional Rent:** Tenant's Common Area Charge and Tenant's Share of Project Expenses (as defined in Article III) and any and all other sums other than Base Rent (including, but not necessarily limited to, sales tax, use taxes, costs of repairs necessitated by Tenant's actions, security deposit, attorney's fees, late charges, NSF fees, judgment amounts and non-real estate insurance premiums other than those included in Project Expenses) due Landlord from Tenant pursuant to this Lease, shall be deemed Additional Rent.

Tenant's initial annual Common Area Charge is: \$ 19,380.00, payable \$ 1,615.00 monthly, and  
Tenant's initial annual Share of Project Expenses is: \$ 7,620.00, payable \$ 635.00 monthly,  
both subject to adjustment each year as set forth in Article III.

Base Rent and Additional Rent are collectively referred to in this Lease as Rent.

Total Year 1 Monthly Rent: \$ 6,500.00 (plus applicable sales tax).

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## ARTICLE II. PREMISES

2.1. **EXAMINATION OF PREMISES:** Tenant's execution of this Lease is Tenant's acknowledgment that (i) it has examined the Premises and accepts the Premises in their present "AS-IS" condition, (ii) the Premises have been delivered to Tenant in accordance with the terms of this Lease, (iii) the Term and the obligation to pay Rent have commenced as of the Commencement Date, and (iv) there is not then available to Tenant any defense or offset against Rent or any violation of the Lease on the part of the Landlord.

2.2. **COMMENCEMENT DATE/POSSESSION OF PREMISES:** The Term of this Lease shall commence on the Commencement Date and each twelve (12) month period thereafter shall constitute a lease year. However, in the event that the Landlord is unable to deliver possession of the Premises to the Tenant on or before said date, then, and in such event, the Landlord agrees to deliver possession of the Premises to the Tenant as soon as practicable thereafter, and the Rent due under this Lease shall be abated proportionately as Tenant's sole remedy against Landlord. In no event shall the Tenant have any claim for damages against Landlord (except for the abatement of Rent) on account of the failure of the Landlord to deliver possession of the Premises to the Tenant on or before the Commencement Date.

## ARTICLE III. RENT AND OTHER CHARGES

3.1. **BASE RENT:** Beginning on the Commencement Date, Tenant shall pay in advance to the Landlord, in lawful money of the United States, on or before the first day of each month, without demand, deduction or offset whatsoever throughout the Term and any extended term of this Lease, the sum specified as monthly Base Rent under Article I, together with all Additional Rent, plus any Florida State Sales or Use Tax or any similar tax imposed in the future. Such payment shall be made at the office of the Landlord or at such place as Landlord may from time to time designate by written notice directed to Tenant at the Premises. In the event that the Commencement Date is other than the first day of a month, the Tenant shall pay Rent for such fractional month prorated on the basis of a thirty (30) day month.

3.2. **ADJUSTED ANNUAL BASE RENT:** If the Lease Term is greater than twelve (12) months, and if no fixed annual increases are set forth in Article I, the following formula is to be used to calculate annual increases in Base Rent:

(a) **Adjustments** shall be made to Base Rent each lease year during the Term and any extended term. The parties adopt as the standard for measuring the fluctuating purchasing power of the dollar the revised "Consumer Price Index for All Urban Consumers, U.S. City Average" published by the Bureau of Labor Statistics of the United States Department of Labor, All Items (1982 - 1984 = 100), or any other successor or substitute index ("Index") chosen by Landlord. The month prior to the month preceding the Commencement Date shall be the "Base Month," and the Index for the Base Month shall be the "Base Month Index." Notwithstanding anything contained in this Lease to the contrary, the annual Base Rent shall increase each lease year by the greater of: (i) the formula set forth in this Section 3.2, or (ii) five percent (5%) of the annual Base Rent paid by Tenant during the immediately preceding lease year.

(b) **Adjustment.** The first adjustment shall be made to take effect on the first day of the second lease year, and thereafter adjustments shall be calculated annually and effective on the first day of each consecutive lease year thereafter. Adjustments to Base Rent shall be made by multiplying the Base Rent initially specified in Article I by a fraction, the numerator of which shall be the new Index figure (such figure being the Index for the month of each twelve (12) month anniversary of the Base Month) and the denominator of which shall be the Base Month Index, and the result thus obtained shall be the then-applicable Base Rent to be paid in monthly installments over the ensuing lease year until the next year's adjustment escalation date.

(c) **Index Unavailable.** In the event that the Index is unavailable as of any adjustment date, Tenant shall make monthly payments of Base Rent based on the minimum increase set forth in Section 3.2(a)(ii) until such Index is made available, at which time Tenant shall reimburse Landlord the cumulative difference between the Base Rent actually paid by Tenant and the adjusted Rent when the increase is finally computed.

(d) **No Waiver/Survival.** Any delay or failure of Landlord in computing or billing Tenant for the adjustment to annual Base Rent shall not constitute a waiver of the continuing obligation of Tenant to pay such adjustment to annual Base Rent.

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**3.3. ADDITIONAL RENT:**

**(a) Tenant's Common Area Charge:**

(i) During the Term and any extended term of this Lease, Tenant shall pay to Landlord without demand, offset or deduction, in advance on the first day of each month, a sum equal to one-twelfth (1/12) of the Tenant's annual Common Area Charge, which payment represents Tenant's share of Landlord's cost to maintain, replace or repair the Common Areas, as defined in Article VI. The Common Area Charge from the Commencement Date through the end of the first lease year shall be the annual charge as set forth in Article I of this Lease. The Common Area Charge for any partial month at the beginning of the Term shall be payable on the first day of the first full calendar month during the Term together with the Common Area Charge for the first calendar month of the Lease Term.

(ii) Beginning on the first day of the second lease year, and on the first day of each subsequent lease year thereafter, Tenant's Common Area Charge shall be increased over that amount due for the preceding lease year by the greater of (i) five percent (5%), or (ii) the adjusted amount as calculated pursuant to the formula set forth in Section 3.2 of this Lease. Tenant acknowledges and agrees that Tenant's Common Area Charge is an agreed-upon amount, adjusted annually by formula or fixed percentage and not subject to actual costs; it is non-contestable, not subject to review and subject only to the adjustment as set forth in this Section; and Tenant shall have no right to audit Landlord's books and records.

**(b) Tenant's Share of Project Expenses:**

(i) During the Term and any extended term of this Lease, Tenant shall pay to Landlord without demand, offset or deduction, in advance, on the first day of each month, one-twelfth (1/12) of "Tenant's Share" of Project Expenses (as described below) based upon the percentage specified in Article I. Tenant's Share of Project Expenses from the Commencement Date through the end of the first lease year shall be the annual charge as set forth in Article I of this Lease. Thereafter, Tenant's Share of Project Expenses shall increase in proportion to increases in Landlord's Project Expenses. Notification to Tenant of increases in Tenant's Share of Project Expenses shall include verification copies of invoices evidencing such increases. Tenant's Share of Project Expenses for any partial month at the beginning of the Term shall be payable on the first day of the first full calendar month during the Term, together with Tenant's Share of Project Expenses for the first calendar month of the Term. If, at any time, the amount of Project Expense payable during the then-current lease year shall not have been determined by the Landlord, then the amount payable by Tenant shall be the same monthly amount paid by Tenant for the immediately preceding lease year. When the amount of such Project Expense for the then current lease year shall be determined by Landlord, Tenant shall pay to Landlord such cumulative adjustment upon presentation of a statement therefor by Landlord.

(ii) Project Expenses shall include, but shall not necessarily be limited to:

(A) All ad valorem and other real and personal property taxes and assessments attributable and levied and assessed by any lawful authority and payable by Landlord with respect to all property which is now a part of or hereafter a part of the Project, and all buildings and improvements located thereon including, without limitation, the Common Areas, and all other costs and expenses incurred by Landlord in contesting any such taxes, assessments or charges and/or negotiating with any such lawful authority with respect thereto;

(B) All premiums for insurance policies for the Project (and all the property which is now or hereafter a part of the Project, and all buildings and improvements located thereon including, without limitation, the Common Areas) against all perils, liability, damage and rent loss;

(C) Common Area utility charges; and

(D) The cost of services (if any) used to protect the Project from damage to property, vandalism, theft or injuries to persons. (Tenant acknowledges that as of the date of this Lease, no such services exist.) Tenant expressly acknowledges that if Landlord, from time to time, elects to provide such services, Landlord shall not be deemed to have warranted the efficiency of any personnel, services, procedures or equipment, and Landlord shall not be liable in any manner for the actions, inactions or failure of any such personnel, services, procedures or equipment to prevent or

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control loss or damage to property or injury or loss of life, or responsible to apprehend anyone suspected of personal injury or property damage in, on, or around the Project.

**3.4. UTILITY CHARGES:** Tenant shall be solely responsible for and shall promptly pay all charges for heat, air conditioning, water, gas, electricity, telephone, janitor service, garbage removal, grease trap (if applicable), window cleaning, and all other services and utilities supplied to or used or consumed in the leased Premises. Tenant shall also pay all costs, deposits and expenses for the installation of such utilities and for the extension of any and all lines necessary to provide such utilities and services to the Premises, and all connection fees and charges related thereto. In no event shall Landlord be liable for any interruption or failure in the supply of any such utilities to the Premises, nor shall any such failure or interruption constitute an actual or constructive eviction of Tenant from the Premises or result in or give rise to any abatement of any Rent due under this Lease.

**3.4.1.** Tenant shall be responsible to Landlord for any additional cost of water, sewage, garbage removal, lighting and other utilities if Tenant's consumption of such utilities and/or services is more than that of the average use of other tenants located in the Project. Tenant shall reimburse Landlord for such additional cost upon demand from Landlord and such additional cost shall be deemed Additional Rent.

**3.4.2.** Notwithstanding anything contained herein to the contrary, Landlord may install separate water and sewer meters or submeters in the Premises if Tenant uses substantially more water and sewer services than other tenants in the Project, or if Landlord determines such separate metering desirable in Landlord's sole discretion.

**3.5. LATE PAYMENT CHARGE:** In the event any monthly installment of Rent or any other sum deemed Additional Rent due Landlord from Tenant is not received within five (5) days after it is due and payable, Tenant agrees to pay as a late charge an amount equal to the greater of (i) Two Hundred and Fifty Dollars (\$250.00), or (ii) ten percent (10%) of the amount that is due and payable. Any late payment charges assessed pursuant to this Section shall be deemed Additional Rent. Furthermore and in addition, in the event Tenant tenders any payment by check to Landlord, which payment is returned due to insufficient or uncollected funds in Tenant's account, Tenant agrees to promptly pay to Landlord the sum of Two Hundred Dollars (\$200.00) per returned check as a service charge, which service charge shall be deemed Additional Rent. In such latter event, Landlord may request Tenant's replacement check to be in the form of certified check or cashier's check.

**3.6. SECURITY DEPOSIT:**

(a) **Security Deposit:** Tenant has deposited with Landlord a Security Deposit in the amount set forth in Article I of this Lease, which deposit shall be held by Landlord, without accrual of interest for the benefit of Tenant, throughout the Term and any extended term of this Lease, as partial security for the faithful performance by Tenant of all of the terms and provisions of this Lease. The Security Deposit shall not be pledged, assigned, transferred, mortgaged or otherwise encumbered by Tenant. Any funds paid by Tenant to Landlord as a Security Deposit may be commingled with other funds of Landlord and need not be placed in trust, deposited in escrow or otherwise held in a segregated account.

(b) **Application of the Security Deposit:** If any Rent or any other sum due Landlord by Tenant shall be overdue or unpaid, or should Landlord make payments or advances on behalf of Tenant, or should Tenant fail to perform any of the terms or provisions of this Lease, then Landlord may, at its option and without prejudice to any other right or remedy which Landlord may have, appropriate and apply the entire Security Deposit, or so much thereof as may be necessary, to compensate or reimburse Landlord for such sum due Landlord, or for any loss or damage sustained by Landlord due to such failure, breach or default on the part of Tenant including, without limitation, attorneys' fees incurred by Landlord on account thereof; and Tenant shall immediately restore the Security Deposit to the original amount.

(c) **Return of Security Deposit:** If Tenant shall fully comply with the terms and provisions of this Lease and promptly pay to Landlord all Rents and all other sums payable by Tenant to Landlord as they become due, any portion of the Security Deposit not appropriated and applied by Landlord shall be returned to Tenant, without interest, within thirty (30) days after the end of the Term of this Lease. In the event of bankruptcy or other creditor debt proceedings against Tenant which result in a third party claim on the Security Deposit, the Security Deposit shall be deemed to be first applied to the payment of Rent and other sums due Landlord for all periods prior to the filing of such proceedings. In the event that Landlord's interest in the Project be sold, transferred or otherwise conveyed, Landlord may deliver the Security Deposit to

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a purchaser or transferee, and Landlord shall thereupon be discharged from any further liability or obligation to Tenant, and Tenant shall look solely to Landlord's successor in interest with respect to Tenant's entitlement, if any, to the Security Deposit.

#### ARTICLE IV. NET LEASE

4.1. **NET LEASE INTENDED UNLESS EXPRESSLY PROVIDED OTHERWISE:** Tenant acknowledges and agrees that it is intended that this Lease be a completely net lease for Landlord, that Landlord shall not be responsible during the Term or any extended term for the payment of any costs, charges, expenses and outlays of any nature whatsoever arising from or relating to the Premises, Tenant's use of the Premises, or the contents therein.

#### ARTICLE V. USE OF PREMISES

5.1. **PERMITTED USE:** Tenant shall, throughout the Term and any extended term of this Lease, continuously use and occupy the Premises solely and exclusively for the purpose of the operation of the particular business described in Article I as the "Permitted Use" and for absolutely no other use or purpose whatsoever. The Permitted Use has been approved by Landlord in accordance with certain criteria dealing with tenant mix and balance developed by Landlord for the Project, and taking into account the rights of other tenants within the Project. Landlord makes no representation or warranty as to the legality or permissibility of (i) Tenant's "Permitted Use" of the Premises, (ii) any future improvements, or (iii) improvements contemplated by this Lease, it being Tenant's sole obligation to ensure that the conduct of its business and improvements comply in all respects with all applicable regulatory authorities' rules and regulations governing the Premises and the Project. Accordingly, in the event that Tenant or any of its agents or employees shall fail to comply with the provisions of this Article, then Tenant shall, without affecting or limiting any of the rights and remedies otherwise available to Landlord pursuant to the terms and provisions of this Lease, indemnify, defend, save and hold Landlord harmless from and against, and reimburse Landlord for, any and all obligations, damages, injunctions, suits, fines, penalties, demands, claims, costs, expenses, actions, liabilities, suits, proceedings and losses of whatsoever nature (including, without limitation, attorneys' fees and court costs), arising against Landlord from Tenant's failure(s) to comply.

5.2. **NAME:** Throughout the Term and any extended term of this Lease, Tenant shall operate and conduct its business under the Trade Name as specified in Article I, and under no other name or trade name without the prior written consent of Landlord, it being expressly acknowledged and agreed to by Landlord and Tenant that the Trade Name may have considerable name recognition and customer goodwill, and that the continued use of that Trade Name is a material consideration for and inducement to Landlord's execution of this Lease and its demise of the Premises to Tenant.

5.3. **CONTINUOUS OPERATION:** The actual opening and continuous operation of Tenant's business is a material consideration for and inducement to Landlord's execution of this Lease and demise of the Premises to Tenant. Accordingly, there shall be no abandonment or vacancy of the Premises, or cessation or discontinuance of the operation of Tenant's business for more than ten (10) consecutive days, or change in the Permitted Use of the Premises, without the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion. Tenant shall operate the Premises during the hours prescribed by Landlord pursuant to Landlord's Rules and Regulations.

5.4. **COMPLIANCE WITH LAWS:** Tenant shall procure at its sole cost and expense all permits and licenses required for the operation of its permitted business in the Premises and agrees to conduct its business at all times in a first class and reputable manner. The Premises, and Tenant's use of the Premises and Common Areas, shall at all times be in compliance with all applicable laws, ordinances, statutes, rules, regulations, orders, directions and requirements of federal, state, county and municipal governments (including, without limitation, the Americans With Disabilities Act of 1990, the Florida Americans With Disabilities Accessibility Implementation Act, and the related implementing regulations, codes, rules and accessibility guidelines, as such acts and related regulations, codes, rules and guidelines may be amended from time to time (collectively the "ADA")), and of all other governmental agencies or authorities having or claiming jurisdiction over the Premises or the business activities conducted thereon, therein or therefrom, and of any insurance underwriting board or insurance inspection bureau having or claiming such jurisdiction. Tenant shall indemnify and hold Landlord harmless from and against any and all costs arising from the failure of Tenant to comply with the terms of this Section, including the cost of making alterations, renovations or accommodations required by the ADA or any governmental

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enforcement agency or any court, and any and all fines, civil penalties and damages awarded against Landlord resulting from a violation of the ADA, and all reasonable legal expenses and court costs incurred in Landlord's defense of claims made under this Section.

**5.5. MAINTENANCE BY TENANT/ACCESS:** Tenant shall at all times keep and maintain the Premises, and all plate glass windows, doors, window and door frames, molding, locks and hardware, lighting, heating, air conditioning, plumbing, electrical and mechanical equipment, fixtures, signs, placards, decoration or advertising media of any type, partitions and improvements, in good order, condition and repair and shall replace any of the same as reasonably required by Landlord. Landlord and its agents shall have the right to enter upon the Premises at any reasonable time to (i) place, maintain and repair all utility conduits and equipment of any kind, upon and under the Premises as may be necessary for the servicing of the Premises and other portions of the Project, (ii) inspect the operation, sanitation, safety, maintenance and use of the Premises, and (iii) confirm that Tenant is in full compliance with its obligations under this Lease (but Landlord shall not thereby assume any responsibility for the performance of any of Tenant's obligations, nor any liability arising from the improper performance by Tenant).

5.5.1. If Tenant fails to keep the Premises in compliance with the requirements of this Lease, then Landlord may take whatever action is necessary to bring the Premises into compliance, and Tenant shall pay, as Additional Rent, all costs incurred by Landlord in bringing the Premises into compliance. Should Landlord take such action, Rent shall not abate by reason of loss or interruption of Tenant's business or otherwise and Tenant shall have no claim against Landlord for damages. Landlord, however, shall have no affirmative obligation to bring the Premises into compliance and nothing herein shall be construed as creating such an obligation on Landlord.

5.5.2. Tenant shall assume sole responsibility for the maintenance, repair and replacement of the HVAC systems, and to the extent such systems are located on a portion of the roof, for that portion of the roof. Such maintenance, repair and replacement of the HVAC system shall be made in such manner that the benefits to Landlord under any roofing bond or warranty then in force shall not be affected and all required roof work associated with Tenant's actions, including penetrations, waterproofing and sealing, and all roof repairs resulting from Tenant's actions, shall be performed by the roofer designated by Landlord. Tenant shall, at Tenant's expense, maintain throughout the Term of the Lease, and any extended term, service contracts for such HVAC systems with companies approved by Landlord. Tenant shall provide Landlord with proof of annual payment for such service contract within ten (10) days of execution of this Lease and each renewal period thereafter.

5.5.3. If Tenant shall not be personally present to permit entry into the Premises when for any reasonable reason entry therein shall be permissible, Landlord may enter the Premises by a master key or by the use of force without rendering Landlord liable and without in any manner affecting the obligations of Tenant under this Lease. Landlord shall also have the right to enter the Premises at all reasonable times to exhibit the same to prospective purchasers, mortgagees and tenants, and, during the one hundred and twenty (120) days prior to the expiration of the Term or any extended term, to place signs within or upon the Premises indicating that the Premises are available for rent.

**5.6. IMPROVEMENTS:** Tenant shall not make any structural alterations or additions to the Premises or the Project. Prior to any non-structural alterations or improvements to the Premises ("Alterations"), Tenant shall first submit for Landlord's written consent detailed plans and specifications for such Alterations. Tenant shall not paint or make any changes to the ceiling tiles or grid of the Premises. All Alterations made or installed in or to the Premises by either party, including floor coverings, electric fixtures, plumbing fixtures, HVAC units, electrical and computer wiring and cover plates, shall become the property of the Landlord upon the expiration or termination of this Lease. If Landlord consents to any Alterations, it may impose such conditions with respect thereto as Landlord deems reasonably appropriate. The work necessary to make any Alterations to the Premises shall be done at the Tenant's expense by employees of or contractors hired by the Landlord, except to the extent Landlord gives its prior consent to Tenant to hire Tenant's own contractors. Tenant shall promptly pay to Landlord or to Tenant's contractors, as the case may be, when due, the cost of all such Alterations and of all repairs to the Project required by reason thereof. Upon completion of such work, Tenant shall deliver to Landlord, if payment is made directly to contractors, evidence of payment, contractor's affidavits and full and final waivers of all liens for labor, services and materials. Tenant shall indemnify, defend and hold Landlord harmless from and against all losses, costs, damages, liens, suits, expenses and claims whatsoever arising from or related to such work.

5.6.1. If Alterations of any kind become necessary because of the application of laws, ordinances or rules

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or regulations of any regulatory body to the business carried on by the Tenant, because of any act of default on the part of the Tenant, or because Tenant has overloaded any mechanical or electrical or other facility, Tenant shall make any such required Alterations at its own cost and expense after first obtaining Landlord's written consent of Tenant's plans and specifications for such Alterations.

5.6.2. All Alterations shall be done in a first class, workmanlike manner, using only good grades of materials, and shall comply with all insurance requirements and all applicable laws and ordinances and rules and regulations of governmental departments or agencies, and be done at hours designated by Landlord so as not to interfere with other tenants of the Project. Tenant also must provide to Landlord, upon completion of any Alterations, (i) a Certificate of Completion or Occupancy or its equivalent, issued by the appropriate local government, evidencing that the Tenant's Alterations were completed in accordance with the requirements of all applicable federal, state and local laws, regulations, codes and ordinances, and (ii) if applicable, a Final Affidavit of Contractor.

5.6.3. Tenant shall not place on any exterior door, roof, wall or window of the Project or Premises, including the storefront or any other part of the Premises visible from any part of the Common Areas, any sign, awning or canopy, advertising, lettering or decoration without first obtaining Landlord's written consent. Should Landlord consent, Tenant agrees to maintain such sign, awning, canopy, decoration, lettering or advertising in good condition and repair at all times and to remove the same at the end of the Term if requested by Landlord. Upon removal, Tenant agrees to repair any damage to the Premises or Project caused by such installation or removal, and to restore that part of the Premises or Project to the condition existing prior to the installation. Should Tenant not so repair or restore, Landlord may, in addition to all other remedies available to Landlord, appropriate and apply the Security Deposit, or so much thereof as may be necessary, to the cost of such repair or restoration.

5.6.4. Landlord shall have at all times a valid lien for all Rents and other sums of money becoming due under this Lease from Tenant upon all goods, wares, merchandise, inventory, furniture, fixtures, equipment and other personal property and effects of Tenant situated in or upon the Premises, and such property shall not be removed from the Premises without the approval and consent of Landlord until all arrearages in Rent as well as any and all other sums of money then due to Landlord under this Lease shall first have been paid and discharged in full. Upon the occurrence of any Event of Default under this Lease by Tenant, Landlord may, in addition to any other remedies provided in this Lease or by law, enter the Premises and take possession of any and all goods, wares, merchandise, inventory, furniture, fixtures, equipment and other personal property and effects of Tenant without liability for trespass or conversion, and sell the same at public or private sale, with or without having such property at the sale, at which Landlord or its assigns may purchase, and apply the proceeds thereof, less any and all expenses connected with the taking of possession and sale of the property, as a credit against any sums due by Tenant and Tenant agrees to pay any deficiency forthwith. Alternatively, this lien may be foreclosed in the manner and form provided by law for foreclosure of security interests or in any other manner and form provided by law. Any statutory lien for Rent is not waived by this express contractual lien. Tenant shall not subject Tenant's personalty described herein to any further liens or encumbrances without Landlord's prior written consent, which consent may be withheld in Landlord's sole and absolute discretion.

5.6.5. Upon expiration or termination of this Lease, Tenant agrees to promptly remove its personal property, trade fixtures and signs, and upon Tenant's failure to do so, at Landlord's election, Tenant's fixtures, signs and property shall be deemed abandoned by Tenant and shall become the property of the Landlord without any obligation on the part of Landlord to pay any compensation to Tenant. Should Tenant fail to remove any of the foregoing and/or fail to restore the Premises as required under this Lease, Landlord may do so, in which event Tenant shall pay to Landlord the cost and expense incurred as Additional Rent on demand. The Landlord shall not be liable to Tenant for trespass, conversion or negligence by reason of its acts or acts of anyone claiming under it or by reason of the negligence of any person with respect to the acquisition and/or disposition of such property.

5.7. LIENS: Tenant shall not cause or allow to be imposed, claimed or filed upon the Premises or any portion of the Project, or upon the interest of Landlord, any lien, charge or encumbrance whatsoever. If, because of any act or omission of Tenant, any such lien, charge or encumbrance shall be imposed, claimed or filed, Tenant shall, at its sole cost and expense, within thirty (30) days after notice thereof, cause the same to be fully paid and satisfied or otherwise discharged of record by bonding or otherwise, and Tenant shall indemnify, defend, save and hold Landlord harmless from and against, and reimburse Landlord, as Additional Rent, for any and all obligations, damages, injunctions, suits, fines, penalties, demands, claims, costs, expenses, actions, liabilities, proceedings and losses of whatsoever nature (including,

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without limitation, attorneys' fees and court costs) arising from any lien, charge or encumbrance against the Premises or Project. In the event that Tenant shall fail to comply with the foregoing provisions, Landlord shall, in addition to Landlord's other rights and remedies, have the option of paying, satisfying or otherwise discharging (by bonding or otherwise) such lien, charge or encumbrance and Tenant agrees to reimburse Landlord, upon demand and as Additional Rent, for all sums so paid and for all costs and expenses incurred by Landlord in connection therewith. If a lien is released, Tenant shall thereupon furnish Landlord with a written instrument of release in form for recording in the office of the Clerk of the Circuit Court in and for the County where the Project is located, and otherwise sufficient to establish the release as a matter of record.

5.7.1. Landlord's interest in the Premises and the Project shall not be subjected to liens of any nature by reason of Tenant's construction, alteration, repair, restoration, replacement or reconstruction of any improvements on or in the Premises, or by reason of any other act or omission of Tenant (or of any person claiming by, through or under Tenant). All persons dealing with Tenant are hereby placed on notice that such persons shall not look to Landlord or to Landlord's credit or assets for payment or satisfaction of any obligations incurred in connection with the construction, alteration, repair, maintenance, restoration, replacement or reconstruction thereof by or on behalf of Tenant. Tenant has no power, right or authority to subject Landlord's interest in the Premises or the Project to any lien or claim of lien. Prior to commencement by Tenant of any work on the Premises for which a Notice of Commencement is required pursuant to Chapter 713, Florida Statutes (or its successor), Tenant shall record such a Notice in the office of the Clerk of the Circuit Court in and for the County where the Project is located, identifying Tenant as the party for whom such work is being performed and requiring the service of copies of all notices, liens or claims of lien upon Landlord. Any such Notice of Commencement shall clearly reflect that the interest of Tenant in the Premises is that of a leasehold estate and shall also clearly reflect that the interest of Landlord as the fee simple owner of the Premises, Project and property shall not be subject to construction liens on account of the work which is the subject of such Notice of Commencement. A copy of any such Notice of Commencement shall be furnished to and approved by Landlord prior to the recording thereof.

5.8. DESTRUCTION: If the Premises shall be damaged in part by fire, windstorm or other hazard or casualty, Tenant shall immediately give Landlord notice and each of the parties shall, in accordance with and subject to the provisions of this Section, at its expense, promptly cause such damage or destruction to be repaired, reconstructed or replaced, to the condition existing immediately prior to such occurrence, subject, however, to any changes required by zoning, building and other laws then in existence, and the Rent payable hereunder during such period shall not be abated, unless such damage or destruction resulted from the negligence of Landlord, and then only if and to the extent that the same would not normally be covered by the types of policies of insurance described in Article VII.

5.8.1. If the Premises shall be damaged or destroyed so as to render it, in the reasonable judgment of Landlord, wholly untenable, each of the parties shall, in accordance with and subject to the provisions of this Section, at its own expense, cause such damage or destruction to be repaired, reconstructed or replaced, as necessary, to the condition existing immediately prior to such occurrence, subject, however, to any changes required by zoning, building and other laws then in existence, and the Rent payable hereunder during such period shall not be abated, unless such damage or destruction resulted from the negligence of Landlord, and then only if and to the extent that the same would not normally be covered by the types of policies of insurance described in Article VII; provided, however, that Landlord shall have the right, to be exercised by notice in writing delivered to Tenant within ninety (90) days from the date of such occurrence, to elect not to repair, replace or reconstruct the destroyed Premises, but rather terminate the Lease. If the Landlord elects to terminate the Lease, then the same shall terminate three (3) days after such notice is given and the Tenant shall immediately vacate the Premises and surrender the same to the Landlord, paying Rent to the time of said vacation and surrender.

5.8.2. Landlord's obligation of repair, reconstruction or replacement shall be limited to the performance of work necessary to bring the Project into the condition existing as of the Commencement Date. In no event shall Landlord be obligated to expend for such repairs, reconstruction or replacement an amount in excess of the insurance proceeds recovered on account of any such damage or destruction. Moreover, Landlord shall not be liable for delays occasioned by adjustment or losses with insurance carriers or by any other cause so long as Landlord shall proceed in good faith and with due diligence. Tenant, at its sole cost and expense, shall be responsible for the repair, replacement and reconstruction of all items which would have initially been considered part of its improvements to the Premises, including any Alterations, its fixtures and its other furniture, furnishings, equipment and personalty. Tenant shall commence and expeditiously perform the foregoing repair, replacement and restoration, including, without limitation, the installation of such fixtures, furniture,



furnishings and equipment, as well as its stocking of merchandise, promptly upon delivery to it of possession of the Premises. All such work by Tenant shall be completed within a reasonable period of time, not to exceed sixty (60) days following the date on which possession of the Premises shall be delivered to Tenant by Landlord.

5.8.3. Tenant hereby waives any and all right of recovery which it might otherwise have against the Landlord, its agents and employees, for loss or damage to Tenant's improvements to the Premises, including Tenant's Alterations and/or any of the contents, merchandise, inventory, furniture, furnishings, fixtures and any other property contained within the Premises whether or not removable by Tenant under the provisions of this Lease, to the extent that the same are covered by Tenant's insurance or would have been covered had Tenant maintained the insurance required under Article VII of this Lease to be maintained by Tenant, notwithstanding that such loss or damage may result from the negligence or fault of the Landlord, its agents or employees. Tenant shall insure against all such losses as provided in Article VII of this Lease, and each such policy shall contain a waiver of the insurer's rights of subrogation against Landlord. In no event shall Landlord's liability, if any, pursuant to this Section be greater than twenty-five percent (25%) of Tenant's loss or damage to Tenant's improvements to the Premises as defined above.

5.8.4. Notwithstanding the existence of this Lease or its terms, if the Project or a substantial portion thereof were to be voluntarily demolished, this Lease would automatically terminate and become null and void upon twelve (12) months' prior written notice from Landlord to Tenant and for the period commencing as of such termination, neither party would have any liability to the other.

5.9. CONDEMNATION: In the event of a taking by any public or quasi-public authority under the power of eminent domain or condemnation, or in the event of a conveyance in lieu thereof (which events are herein collectively referred to as a "Taking") of the whole of the Premises, then this Lease shall terminate, such termination to be effective, at the option of Landlord, upon the date title to the Premises vests in the condemning authority or the date when Tenant is required to yield possession thereof. If title to so much of the Premises or the Project is taken that a reasonable amount of reconstruction will not in Landlord's sole discretion result in the Premises or the Project being reasonably suitable for use for the purpose for which they are designed, then, in such event, this Lease shall terminate at the option of Landlord on the date that title vests in the condemning authority. If this Lease is terminated under the provisions of this Section, Rent shall be apportioned and adjusted as of the date of termination. Tenant shall have no claim against Landlord or against the condemning authority for the value of its leasehold estate or for the value of the unexpired Term. If this Lease is not terminated under the provisions of this Section, then this Lease shall remain in full force and effect, and the Landlord shall, within a reasonable time thereafter, repair and restore the remaining portion of the Premises, should it be affected, to the extent necessary to render the Premises reasonably suitable for the purposes for which the Premises were leased, and shall repair and reconstruct the remaining portion of the Project; provided that such work shall not exceed the scope of the work required to be done by Landlord in originally constructing such Project or the Premises and the Landlord shall not be required to expend more than the net proceeds of the condemnation award which are paid to Landlord. All compensation awarded or paid upon a total or partial Taking of the Premises or the Project shall belong to the Landlord without any participation by Tenant. Nothing herein shall be construed to preclude Tenant from prosecuting any claims directly against the condemning authority for loss of business, damage to, and cost of removal of trade fixtures, furniture and other personal property belonging to Tenant; provided, however, that no such claim shall diminish or adversely affect the Landlord's award. After any partial Taking of the Premises which does not result in the termination of this Lease, the Base Rent for the remainder of the Term shall be reduced by the same percentage as the floor area of the space taken within the Premises bears to the leased square feet in the entire Premises.

5.10. SUBORDINATION: This Lease and Tenant's leasehold interest in and to the Premises are inferior, subordinate and subject in right, title, interest, lien, encumbrance, priority, and all other respects, to any mortgage or any ground lease, now or hereafter in force and effect upon or encumbering any or all, or any combination, of the Premises and the Project, and to all future modifications, extensions, renewals, consolidations and replacements of, and all amendments and supplements to, any such ground lease, mortgage or mortgages, and upon recording of any such ground lease, mortgage or mortgages, they shall be deemed to be prior in dignity, lien and encumbrance to this Lease and Tenant's leasehold interest in and to the Premises, irrespective of the dates of execution, delivery or recordation. The foregoing subordination provisions shall be automatic and self-operative without the necessity of the execution of any further instrument or agreement of subordination on the part of Tenant. However, if Landlord, any ground lessor or the holder or proposed holder of any such mortgage or mortgages shall request that Tenant execute and deliver any further instrument or agreement of subordination of this Lease or Tenant's leasehold interest in the Premises to any such ground lease,

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mortgage or mortgages in confirmation or in addition to the foregoing subordination provisions, Tenant shall promptly execute and deliver the same to the requesting party. If, within thirty (30) days following Tenant's receipt of a written request by Landlord or the holder or proposed holder of any such ground lease, mortgage or mortgages, Tenant shall fail or refuse or shall have not executed any such further instrument or agreement of subordination, for whatever reason, Tenant shall be in breach and default of its obligation to do so and of this Lease and Landlord shall be entitled to exercise any and all remedies available to Landlord pursuant to this Lease or otherwise provided by law including, without limitation, the cancellation and termination of this Lease, without incurring any liability to Landlord on account thereof. The provisions of this Section are material considerations for and an inducement to the execution of this Lease by Landlord and its demise of the Premises to Tenant. Accordingly, any breach or default by Tenant of its covenants and obligations hereunder shall be deemed to be and constitute a material and substantial breach and default of this Lease by Tenant.

5.10.1. Tenant shall and hereby agrees to attorn and be bound under all of the terms, provisions, covenants and conditions of this Lease, to any successor of the interest of Landlord under this Lease. In particular, in the event that any proceedings are brought for the foreclosure of any mortgage encumbering any or all, or a combination of, the Premises and any other portion of the Project, Tenant shall attorn to the purchaser at any such foreclosure sale and recognize such purchaser as landlord under this Lease, subject, however, to all of the terms and conditions of this Lease. Tenant agrees that neither the purchaser at any such foreclosure sale nor the foreclosing mortgagee shall (i) have any liability for any act or omission of Landlord, (ii) be subject to any offsets or defenses which Tenant may have as a claim against Landlord, or (iii) be bound by any advance Rents which may have been paid by Tenant to Landlord for more than the current period in which such Rents come due.

5.10.2. Tenant makes, constitutes and appoints Landlord as Tenant's attorney-in-fact with full power to execute and deliver in the name of Tenant any instrument referred to in this Section. This power of attorney is given as security, coupled with an interest, and is irrevocable. Landlord agrees not to execute or deliver any such instrument under such power unless Tenant fails to execute and deliver such instrument within thirty (30) days after requested. Landlord shall have the unrestricted right to transfer and assign, in whole or in part, all of its rights and obligations under this Lease and in the Project, and in such event and upon such transfer, Landlord shall be released from any further obligations under this Lease, and Tenant agrees to look solely to such successor-in-interest of Landlord for the performance of such obligations.

5.11. ASSIGNMENT: Tenant shall not voluntarily, involuntarily, or by operation of law, assign, transfer, pledge, mortgage, sublease or otherwise encumber this Lease or any interest of Tenant herein, in whole or in part, nor sublet the whole or any part of the Premises, nor permit the Premises or any part thereof to be used or occupied by others (including, without limitation, licensees and concessionaires), without first obtaining, in each and every instance, the prior written consent of Landlord, which consent Landlord may withhold in its sole discretion. Any consent by Landlord to an assignment or other encumbrance of this Lease or to any subletting or use or occupancy of the Premises by others must be evidenced by a written instrument signed by Landlord and shall apply only to the specific transaction thereby authorized and shall not constitute a waiver of the necessity for such consent to any subsequent assignment or other encumbrance of this Lease or subletting or use or occupancy of the Premises by others. Any request for consent to a subletting or assignment shall be in writing and accompanied by a true copy of a bona fide offer to sublet or assign, and Tenant shall furnish to Landlord all information requested by Landlord as to the proposed subtenant or assignee including, but not limited to, reports and background information on the proposed assignee's or sublessee's credit, character, and business and professional reputation. If Landlord has not provided its written consent to such request within fifteen (15) days after receipt by Landlord of such request for consent and of any information requested by the Landlord, the Landlord shall be deemed to have withheld consent. If consent is granted, Tenant shall sublet or assign only upon the terms set forth in the offer submitted to Landlord. In addition to withholding consent, with respect to leases having a term greater than five (5) years from the lease inception date, Landlord shall have the additional right to terminate this Lease as to that portion of the Premises which Tenant seeks to assign or sublet, whether by requesting Landlord's consent thereto or otherwise. Landlord may exercise such right to terminate by giving written notice to Tenant at any time prior to Landlord's written consent to such assignment or sublease. In the event that Landlord exercises such right to terminate, Landlord shall be entitled to recover possession of such portion of the Premises on the later of (i) the proposed date for possession by such assignee or subtenant, or (ii) ninety (90) days after the date of Landlord's notice of termination to Tenant, and Landlord shall have the further right to reconfigure the remaining portion of the Premises for the purpose of maintaining access thereto. In the event that Landlord fails to exercise its right to terminate, and in the event that Landlord provides its written consent to any assignment or sublease of any portion of the Premises, then as a condition of Landlord's consent, if

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Landlord so elects to consent, Tenant shall pay to Landlord one hundred percent (100%) of all excess rent over the Base Rent and Additional Rent payable by Tenant, derived by Tenant from such assignment or sublease. Landlord shall have the right to demand any reasonable amount of additional security from the new assignee or sublessee as a condition of granting consent, along with a payment to Landlord of an amount equal to one month's Rent to reimburse Landlord for administrative costs in connection with any request for assignment or subletting. If Tenant is a corporation, any transfer, sale or other disposition of the controlling stock of the Tenant shall be deemed an assignment of this Lease, provided, however, that if the stock of such corporation is regularly traded on any recognized securities market, the transfer of stock will not be prohibited hereby. If this Lease is assigned or if the Premises or any part thereof is sublet or occupied by anyone other than Tenant, whether with or without the written consent of Landlord, Landlord may collect Rent from the assignee, subtenant or occupant and apply the net amount collected to the Rents herein reserved, but no assignment, subletting, occupancy or collection shall be deemed a waiver of any covenants or an acceptance of the assignee, subtenant or occupant, or a release of Tenant from any liability under this Lease. In the event that Landlord consents to such an assignment or sublet, Tenant acknowledges and agrees that Tenant shall, nevertheless, remain liable under this Lease for the performance of all of its terms and provisions.

**5.12. SURRENDER AND HOLDING OVER:** Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Premises to Landlord in as good order and condition as they were in as of the Commencement Date (except for ordinary wear and tear), together with all additions, Alterations and Improvements which may have been made in or to the Premises pursuant to this Lease, unless Landlord has elected to have same removed by Tenant. In the event that Tenant shall fail to surrender the Premises and remains in possession, Tenant shall be deemed a tenant at sufferance and Landlord, in addition to any and all other rights and remedies of Landlord, shall be entitled to collect during such holdover period the Rent payable under this Lease at double the rate in effect immediately prior to the expiration or earlier termination of this Lease, plus all sales taxes required to be collected. In no event, however, shall such holding over be construed to be or constitute a renewal or extension of this Lease.

**5.13. RELOCATION:** Landlord reserves the right, upon not less than sixty (60) days' notice to Tenant, to relocate Tenant to substitute space designated by Landlord within the Project, provided that: (i) the relocation shall be performed at Landlord's sole cost and expense; (ii) the relocation shall be performed, to the extent practicable, in a manner so as to reasonably minimize any interruption of Tenant's business; (iii) the floor area of the substitute space shall be at least ninety percent (90%) of the floor area of the Premises; and (iv) if the substitute space has less floor area than the Premises, Rent shall be equitably reduced based on the ratio of the floor area of the substitute space to the floor area of the Premises. In no event shall the Rent be greater than that required to be paid hereunder. In the event that Landlord exercises this right, Tenant agrees to comply with the foregoing.

## ARTICLE VI. COMMON AREAS

**6.1. CONTROL OF COMMON AREAS BY LANDLORD:** In addition to the Premises, Tenant shall have the right to the non-exclusive use, in common with the Landlord and others to whom Landlord may grant similar rights, of the Common Areas, which shall include parking and landscaped areas, access driveways, walks, utilities and such other areas and facilities as may be furnished by Landlord at the Project subject to the terms and conditions of this Lease. All Common Areas from time to time provided by Landlord for the general use, in common, of tenants of the Project, their officers, agents, employees and customers, shall at all times be 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 Common Areas, and Tenant agrees to abide by and conform with such Rules and Regulations. Landlord shall have the right to construct, maintain and operate lighting facilities on all Common Areas, to police the same, from time to time to change the area, level, location and arrangement of parking areas and portions of the Common Areas, to restrict parking by tenants, their officers, agents and employees to employee parking areas, to obstruct or close off any or all of the Common Areas for the purpose of maintenance and repair, to close temporarily all or any portion of the parking areas or facilities to discourage non-customer parking, and to do and perform such other acts in and to the Common Areas or any part thereof as Landlord shall determine in its sole discretion. Landlord will operate and maintain the Common Areas in such manner as Landlord, in its sole discretion, shall determine. Any such actions taken by Landlord hereunder shall not be considered an eviction or disturbance of Tenant's quiet possession of the Premises and shall not constitute a defense to Tenant's strict performance with all terms and conditions of this Lease.

**6.2. CAPITAL IMPROVEMENTS:** If capital improvements are imposed upon Landlord by governmental and/or

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Insurance requirements or due to a natural disaster, and said improvements have a cost exceeding One Hundred Thousand Dollars (\$100,000.00) (other than roof repairs and/or roof replacements, painting and parking lot restriping), and are made to the Project or Common Areas during the Term or any extended term of this Lease, and to the extent not included as part of Tenant's Common Area Charge, then Tenant shall pay to Landlord, as Additional Rent, Tenant's proportionate share (based upon the percentage specified in Article I) of the cost thereof, with interest at the prime rate announced in the *Wall Street Journal*. Tenant's share shall be amortized over a five (5) year period and shall be payable monthly over such five (5) year period. Should Tenant vacate the Premises during such period, provided that Tenant is not otherwise in default under the terms of the Lease, Tenant's obligation to make such payments shall cease.

6.3. EASEMENTS: Landlord reserves all rights to the air space over and under the Premises and the Project. Any site plan schematically portraying the general layout of the Project shall not be deemed to be a warranty or representation that such plan will not be altered from time to time. Landlord reserves the right to use Common Areas to accommodate future construction activities in, around, over and under the Project. The attachment of a site plan to this Lease, if any, shall not prohibit a future modification to the Project. Neither Landlord nor any agents or employees of Landlord has made any representations or promises with respect to the Premises or the Project other than those expressly set forth in this Lease, and no rights, privileges, easements or licenses shall be acquired by Tenant except as expressly set forth in this Lease.

## ARTICLE VII. LIABILITY

7.1. INDEMNITY: Tenant indemnifies Landlord and agrees to hold Landlord harmless from suits, actions, damages, liability and expense in connection with loss of life, personal injury, property damage or loss of income arising from or out of any occurrence in or from the Premises or the occupancy or use by Tenant of the Premises, the sidewalks and Common Areas within the Project, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, invitees, licensees or concessionaires. Tenant shall store its property in and shall occupy the Premises at its own risk, and releases Landlord, to the full extent permitted by law, from all claims of every kind resulting in loss of life, personal injury or property damage. Landlord shall not be responsible or liable at any time for any loss or damage to Tenant's merchandise or equipment, fixtures or other personal property or to Tenant's business, and Landlord shall not be responsible or liable to Tenant or to those claiming by, through or under Tenant for any loss or damage to either the person or property of Tenant that may be occasioned by or through the acts or omissions of persons occupying adjacent, connecting or adjoining premises or any other portions of the Project. Landlord shall not be responsible or liable for any defect, latent or otherwise, in any part of the Project, or any of the equipment, machinery, utilities, appliances or apparatus therein, nor shall it be responsible or liable for any injury, loss or damage to any person or to any property of Tenant or other person caused by or resulting from bursting, breakage or by or from leakage, steam, running or the overflow of water or sewerage in any part of the Premises or Project or for any injury or damage caused by or resulting from acts of God or the elements. Tenant shall give prompt notice to Landlord of fire or accidents in the Premises or in the building of which the Premises are a part, or of defects therein or in any fixtures or equipment. In case Landlord shall, without fault on its part, be made a party to any litigation commenced by or against Tenant, then Tenant shall, at its own cost and expense, defend any such suits or actions with counsel of Landlord's choice, and if Tenant fails to do so, Landlord may, at the cost and expense of Tenant and upon prior written notice to Tenant, defend any such suits or actions. Tenant shall satisfy and discharge any judgments that may be recovered against Landlord, and if Tenant fails to repay the amount for which Landlord becomes liable, Landlord may pay the same with any interest costs or other charges which may have accrued thereon. The amount paid by Landlord, with interest at the highest rate of interest allowable by law from the date of payment, shall be due and payable by Tenant as Additional Rent with the next installment of Rent coming due.

7.2. FORCE MAJEURE: Landlord shall be excused for the period of any delay in the performance of any obligations under this Lease when prevented by causes reasonably beyond Landlord's control which shall include, without limitation, all labor disputes, civil commotion, war, war-like operations, terrorist activity, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, fire or other casualty, inability to obtain any material, services or financing or through acts of God.

7.3. INSURANCE: Throughout the Term and any extended term of this Lease, Tenant shall, at its sole cost and expense, maintain in full force and effect the following types and amounts of insurance coverage:

7.3.1. Liability Insurance. Tenant shall provide and keep in full force and effect a policy or policies of comprehensive automobile insurance and commercial general liability/fire legal liability (including contractual) and property damage insurance with each providing coverage against liability for personal injury, death and property damage having a combined single limit of not less than ONE MILLION DOLLARS (\$1,000,000.00) with respect to injuries, deaths or damages in any one occurrence. This insurance shall include, without limitation, protection for, and shall name as an additional insured, the Landlord and any lender or ground landlord hereafter holding any interest in the Project. Landlord reserves the right to specify higher liability limits or additional insurance coverage from time to time to meet reasonably anticipated loss exposure, or to reflect changes in the value of the Premises.

7.3.2. Liquor Liability Insurance. In the event that beer, wine or other alcoholic beverages or liquors are sold (or given away) upon, within or from the Premises (it being understood and agreed, however, that the foregoing provision shall not by implication authorize the use of the Premises for such purposes unless express written consent of the Landlord shall be obtained), Tenant shall obtain, maintain and keep in force liquor liability insurance covering the full amount of potential liability from time to time imposed upon sellers of alcoholic beverages under the laws of the State of Florida and fully protecting Tenant and Landlord and with liability limits approved by Landlord.

7.3.3. Plate Glass Insurance. Tenant shall keep and maintain in force plate glass insurance (or as may be covered under Tenant's Property Damage Insurance policy) upon windows and doors in the Premises in amounts which reasonably assure that there will be sufficient proceeds to replace all plate glass in the windows and doors in the Premises.

7.3.4. Workers' Compensation Insurance. Tenant shall provide and keep in full force and effect workers' compensation insurance, in a form and with coverage limits not less than as prescribed by the laws of the State of Florida, and employers' liability insurance in the minimum amounts required by law.

7.3.5. Builder's Risk Insurance. Tenant shall, prior to the commencement of and during the construction of any improvements or Alterations to the Premises, provide and keep in full force and effect builders' risk insurance in accordance with the requirements of this Article VII for the full replacement cost of such work.

7.3.6. Property Damage Insurance. Tenant shall provide and keep in full force and effect a policy of fire, windstorm and extended coverage insurance in an amount adequate to cover the replacement cost of Tenant's Alterations and all other interior improvements made by Tenant in the Premises and Tenant's fixtures, inventory and other contents located in the Premises from time to time, covering loss occasioned by fire, windstorm, vandalism, malicious mischief, sprinkler leakage and other hazards and/or casualties including special extended coverage, and such insurance shall include coverage against water damage to the contents of the Premises and personal property of Tenant.

7.3.7. Business Interruption Insurance. Tenant shall provide, keep and maintain business interruption insurance in amounts sufficient to prevent Tenant from becoming a coinsurer thereof, and to assure the continuance of the operating income and profit of Tenant's business during any period in which Tenant is unable to conduct such business in the Premises, or any part thereof, by reason of loss or damage due to fire or other casualty, the elements, civil commotion or riot, or any other cause, whether insured or uninsured.

7.3.8. Other Insurance. Tenant shall provide, keep and maintain in full force and effect such other insurance for such risks and in such amounts as may from time to time be commonly insured against in the case of business operations similar to those contemplated by this Lease to be conducted by Tenant at, in and from the Premises.

7.3.9. Carriers and Features. All insurance policies required to be carried by Tenant shall be approved by Landlord and be issued by fiscally responsible insurance companies having an A.M. Best Rating of not less than A-, authorized and licensed to do business in the State of Florida, and each policy shall provide that it is primary, noncontributory insurance as respects any other valid and collectible insurance which Tenant or Landlord may possess and that any other insurance which either does possess shall be considered excess insurance only. All such policies shall be for periods of not less than one year and Tenant shall renew the same at least thirty (30) days prior to the expiration thereof. All such policies shall include the insurer's unconditional agreement to provide not less than thirty (30) days' written notice to Landlord prior to any cancellation thereof or any change reducing coverage thereunder.

**7.3.10. Payment of Premiums/Certificates of Insurance.** Tenant shall pay the premiums for all insurance policies which Tenant is obligated to carry and, at least five (5) days prior to the date any such insurance must be in effect, deliver to Landlord an ACORD Certificate of Insurance which identifies the Premises and which names Landlord as additional insured. Prior to occupancy of the Premises, Tenant shall provide Landlord with proof of Tenant's compliance with all terms and conditions of this Article VII.

**7.3.11. Blanket Policies.** Any required insurance coverage may be effected by means of a policy or policies of blanket insurance covering the Premises and other premises; provided, however, that any such blanket policy specify, or Tenant shall furnish Landlord with a written statement from the insurer or its agent specifying, the amount of the total insurance allocated to the Premises and confirmation that losses occasioned by Tenant at other facilities will not diminish the amount of insurance coverage available for the Premises below the amounts required herein.

**7.3.12. Failure to Procure Insurance.** In the event Tenant shall fail to procure any required insurance and/or shall fail to continuously maintain the same in full force and effect, Landlord shall be entitled, but shall not be obligated, to procure the same and Tenant shall immediately reimburse Landlord for such premium expense, as Additional Rent. Additionally, Landlord shall have the right, at Landlord's option, to treat such failure by Tenant to procure required insurance as an Event of Default hereunder.

**7.3.13. Waiver of Subrogation.** Tenant agrees that if any property located in the Premises shall be stolen, damaged or destroyed by an insured peril, Landlord shall not have any liability to Tenant, nor to any insurer of Tenant, for or in respect of such theft, damage or destruction, and Tenant shall require all policies of risk insurance carried by it on its property in the Premises to contain or be endorsed with a provision in and by which the insurer shall waive its right of subrogation against Landlord.

**7.3.14. Increase in Project's Insurance Premium.** Tenant agrees not to keep upon the Premises any articles or goods which may be prohibited by the standard form of fire and extended coverage insurance policy. In the event that the insurance premiums applicable to fire and extended coverage insurance covering the Project shall be increased by reason of any use of the Premises made by Tenant, Tenant shall pay to Landlord, as Additional Rent, the amount of the increase in the Project's insurance premium occasioned by such use.

**7.3.15. Cooperation.** Landlord and Tenant will cooperate with each other in connection with the processing of claims and the collection of any insurance proceeds that may be payable in the event of loss or claim under any of the required policies of insurance and execute and deliver to the insurers such proofs of loss and other documents as may be required for the recovery of the proceeds of any such insurance.

## **ARTICLE VIII. PERFORMANCE**

**8.1. DEFAULT:** Each of the following events shall be an "Event of Default" under this Lease by Tenant and shall constitute a breach of this Lease:

**8.1.1.** Tenant or Guarantor shall file in any court, pursuant to any statute of either the United States or of any state, a petition in bankruptcy or insolvency, or for reorganization or arrangement, or for the appointment of a receiver or trustee of all or any portion of Tenant's or Guarantor's property including, without limitation, its leasehold interest in the Premises, or if Tenant or Guarantor shall make an assignment for the benefit of its creditors or petitions for or enters into an arrangement with its creditors.

**8.1.2.** There shall be filed against Tenant or Guarantor, in any courts pursuant to any statute of the United States or of any state, an involuntary petition in bankruptcy or insolvency, or for reorganization, or for the appointment of a receiver or trustee of all or a portion of Tenant's or Guarantor's property including, without limitation, its leasehold interest in the Premises, and any such proceeding against Tenant or Guarantor shall not be dismissed within thirty (30) days following the commencement thereof.

**8.1.3.** If Tenant's leasehold interest in the Premises or Tenant's personal property therein shall be seized

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under any levy, execution, attachment or other process of court.

8.1.4. If Tenant shall fail to pay, when due, any Rent or a portion thereof, Additional Rent, or any other sums due to Landlord from Tenant under this Lease and fails to cure such default within three (3) days of receipt of written notice from Landlord.

8.1.5. If the Premises or any portion thereof are used or permitted by Tenant to be used for any use or other purpose, or for the conduct of any business or activity, not permitted by this Lease.

8.1.6. If Tenant shall cease the actual and continuous operation of the business contemplated by this Lease to be conducted by Tenant upon, within and from the Premises for a period in excess of ten (10) consecutive days other than in the event of casualty or condemnation necessitating temporary closing for repairs; or if Tenant shall vacate, desert or abandon the Premises; or if the Premises shall become empty and remain unoccupied for a period in excess of ten (10) consecutive days.

8.1.7. If Tenant removes or attempts to remove, or manifests an intention to remove Tenant's goods, merchandise or property from or out of the Premises, other than in the usual and ordinary course of Tenant's business, without the prior written consent and approval of Landlord and without having first paid to Landlord all Rents which may become due during the entire Term or any extended term of this Lease.

8.1.8. If any assignment, sublet or transfer shall be made, attempted to be made or deemed to be made that is in violation of any of the provisions of this Lease.

8.1.9. If Tenant shall fail to comply with any laws or any of the Rules and Regulations established and promulgated by Landlord with respect to the Project, the Common Areas or the Premises, and Tenant fails to cure the same within the shorter of (i) the time prescribed by the applicable governmental authority for such cure, or (ii) the time prescribed by this Lease for such cure.

8.1.10. If Tenant shall fail to comply with any term, provision, covenant or condition of this Lease and fails to cure such default within seven (7) days of receipt of written notice from Landlord.

8.1.11. If Tenant fails to pay, before delinquency, all taxes levied, assessed or unpaid on any leasehold interest, any right of occupancy, any investment of Tenant in the Premises, or any personal property of any kind owned, installed or used by Tenant, including, without limitation, Tenant's leasehold improvements, or on Tenant's right to occupy the Premises.

8.2. REMEDIES: If an Event of Default shall occur, then and in addition to any other rights or remedies Landlord may have under this Lease and at law or in equity, Landlord shall have the following rights:

8.2.1. Without terminating this Lease, to accelerate the whole or any part of the Base Rent, Additional Rent and other charges, payments, costs and expenses herein agreed to be paid by Tenant for the entire unexpired balance of the Term or any extended term of this Lease.

8.2.2. To re-enter the Premises and without further demand or notice and without liability, remove all persons and any property and repossess the Premises, together with all Alterations, fixtures, signs and other installations of Tenant. Upon recovering possession of the Premises, Landlord may, at Landlord's option, either terminate this Lease or make such alterations and repairs as may be necessary in Landlord's sole and absolute discretion in order to relet the Premises, and relet the Premises or any part or parts thereof for the account of Tenant, either in Landlord's name or otherwise, for a term or terms which may at Landlord's option be less than or exceed the period which would otherwise have constituted the balance of the Term or any extended term of this Lease, and at such rents and upon such other terms and conditions as in Landlord's reasonable discretion may seem advisable, and to such person or persons as may in Landlord's discretion seem best. Upon each such reletting all rents received by Landlord from such reletting shall be applied: first, to the payment of any costs and expenses of such reletting including, without limitation, brokerage fees and attorney's fees and all costs of such alterations and repairs; second, to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord; third, to the payment of Rent due and unpaid hereunder; and the residue, if any,

shall be held by Landlord and applied in payment of future Rent as it may become due and payable hereunder. If such rentals received from such reletting during any month shall be less than that to be paid during that month by Tenant under this Lease, Tenant shall pay such deficiency to Landlord, which shall be calculated and paid monthly. If such rentals received from such reletting during any month exceeds that to be paid during that month by Tenant under this Lease, Landlord and Tenant specifically acknowledge and agree that Tenant shall not be entitled to any such excess. No such re-entry and taking possession of the Premises or the making of alterations and/or improvements thereto or the reletting thereof shall be construed as an election on the part of Landlord to terminate this Lease unless written notice of such intention is given to Tenant. Landlord shall have no duty to relet or try to relet the Premises, and in no event be liable in any way whatsoever for failure to relet the Premises or, in the event that the Premises or any part or parts thereof are relet, for failure to collect the rent under such reletting. Tenant, for Tenant and Tenant's successors and assigns, irrevocably constitutes and appoints Landlord as Tenant's and their agent to collect the rents due and to become due under all subleases of the Premises or any parts thereof without in any way affecting Tenant's obligation to pay any unpaid balance of Rent due or to become due hereunder. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease.

8.2.3. To take possession of the Premises without any right on the part of Tenant to cure the default by payment of any sum due or by other performance of any condition, term or covenant broken, whereupon Landlord shall be entitled to recover, in addition to any and all sums and damages for violation of Tenant's obligations hereunder in existence at such time, damages for Tenant's default in an amount equal to the amount of the Rent reserved for the balance of the Term and any extended term of this Lease, as well as all other charges, payments, costs and expenses herein agreed to be paid by Tenant.

8.2.4. To terminate this Lease without any right on the part of Tenant to cure Tenant's default by payment of any sum due or by other performance of any condition, term or covenant broken, whereupon Landlord shall be entitled to recover, in addition to any and all sums and damages for violation of Tenant's obligations hereunder in existence at the time of such termination, damages for Tenant's default in an amount equal to the amount of the Rent reserved for the balance of the Term of this Lease, as well as all other charges, payments, costs, expenses agreed to be paid by Tenant, and amounts provided for in this Article VIII.

8.2.5. To employ the services of an attorney to enforce any of its rights under this Lease, and regardless of whether suit be brought, Tenant shall pay Landlord's reasonable attorney's fees and costs, including services relating to any litigation, appellate or otherwise.

8.3. RIGHT OF INJUNCTIVE RELIEF: In the event of a breach or threatened breach by Tenant of any of the terms, covenants, conditions or provisions of this Lease, Landlord shall have the right to invoke injunctive and/or any other equitable relief together with any available remedies at law as if re-entry, summary proceedings and other remedies were not herein provided for.

8.4. RIGHTS NOT EXCLUSIVE/ADDITIONAL REMEDIES: No right or remedy provided in this Lease to Landlord is intended to be exclusive of any other right or remedy available by law or in equity, but each shall be cumulative and in addition to every other right or remedy given herein or now or hereafter existing at law, in equity or by statute. Nothing herein contained shall be construed as precluding the Landlord from having or exercising such lawful remedies as may be necessary in order to preserve the Landlord's right or the interest of the Landlord in the Premises and in this Lease.

8.5. WAIVER BY TENANT: Tenant expressly waives, to the extent permissible, the benefit of all laws, now or hereafter in force, exempting any goods in the Premises or elsewhere from distraint, levy or sale in any legal proceedings taken by Landlord to enforce any rights under this Lease.

8.6. NO WAIVER: Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies 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 action taken by or on behalf of the Landlord shall be construed to be acceptance of a surrender of this Lease. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of such

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default. The failure of the Landlord to insist in any one or more instances upon strict performance of any of the covenants or agreements in this Lease, or to exercise any option herein contained, shall not be construed as a waiver of or a relinquishment for the future performance of such covenant, agreement or option, but the same requirement shall continue and remain in full force and effect. The receipt by the Landlord of Rent, with knowledge of the breach of any covenant or agreement thereof, shall not be deemed a waiver of such breach, and no waiver by the Landlord of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Landlord.

8.7. **RIGHT TO CURE:** If Tenant defaults under this Lease, Landlord may, at its option, immediately or at any time thereafter, without waiving any claim for breach under this Lease, and after any applicable notice period has elapsed, cure such default for the account of Tenant. If the Landlord shall institute an action for summary proceeding against the Tenant based upon such default, or if the Landlord shall cure such default for the account of Tenant, then the Tenant will pay all costs and expenses incurred by Landlord in curing such default including reasonable attorney's fees and costs (including at appellate levels and post-judgment proceedings), which sums, together with interest at the highest rate allowable by law, shall be due and payable on demand, and shall be deemed to be Additional Rent. Landlord shall not be responsible to Tenant for any loss or damage resulting in any manner by reason of its undertaking any acts in accordance with the provisions of this Lease.

8.8. **INTEREST:** All sums of any kind and character not paid by Tenant on their due date shall bear interest at the highest rate of interest then allowable by law. Unless otherwise provided, if Landlord advances any funds to cure any default by Tenant or performs any obligation on behalf of Tenant which requires an expenditure, Tenant shall be obligated to reimburse Landlord the amount of such expenditure, immediately upon demand, as Additional Rent.

8.9. **ESTOPPEL LETTER:** Tenant shall, within five (5) days after a request by Landlord and without charge, give a certification in writing to any person, firm or corporation reasonably specified by the Landlord stating: (i) that this Lease is then in full force and effect and unmodified or, if modified, stating the modifications; (ii) that Tenant is not in default in the payment of Rent or any additional charges to Landlord or, if in default, stating such default; (iii) that Landlord is not in default in the performance or observance of any covenant or condition to be performed or observed under this Lease or, if Landlord is in default, stating such default; (iv) that no event has occurred which authorizes, or with the lapse of time will authorize, the Landlord to terminate this Lease or, if such event has occurred, stating such event; (v) the date to which Rent and other amounts payable hereunder by Tenant have been paid; and (vi) any other matters which may be reasonably requested by the requesting party.

#### ARTICLE IX. RULES AND REGULATIONS

9.1. **COMPLIANCE:** The Premises and all business operations conducted on, in and from the Premises shall at all times be in compliance with Rules and Regulations promulgated by Landlord with respect to the operation of the Premises and the Project, as the same may be changed, amended or modified by Landlord from time to time. The failure of Tenant to comply with Landlord's Rules and Regulations following ten (10) days' written notice of failure by Landlord shall constitute an Event of Default by Tenant under this Lease. Landlord shall not be liable or responsible to Tenant for the violation of any Lease provisions and/or of such Rules and Regulations by any other tenant of the Project or any other person or party, and the failure to enforce any Lease provisions and/or such Rules and Regulations against Tenant or any other tenant of the Project shall not constitute a waiver of Landlord's right to do so, nor shall it be deemed a default by Landlord, or excuse compliance by Tenant. Tenant shall and hereby agrees to indemnify, defend, save and hold Landlord harmless from and against, and reimburse Landlord for, any and all obligations, damages, injunctions, suits, fines, penalties, demands, claims, costs, expenses, actions, liabilities, proceedings and losses of whatsoever nature (including, without limitation, attorney's fees), incurred by Landlord arising directly or indirectly from Tenant's failure to comply with any applicable Rules and Regulations. A copy of the existing Project Rules and Regulations promulgated by Landlord are attached hereto as Rider No. 1 to this Lease.

9.2. **SIGNAGE:** Tenant is required to install signage on the sign band of the Premises in a location designated by Landlord, which shall reflect Tenant's Trade Name as specified in Article I. All signage must adhere to the size, style, material, color, lighting and installation criteria as designated by Landlord, and all work must conform to all local codes and be performed by a licensed and insured sign company approved by Landlord. Prior to the commencement of any installation of signage, working drawings must be provided to Landlord which will include detailed specifications and

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measurements of signage and the proposed location for installation. For purposes of this Section, "signage" shall include without limitation any affixed or portable advertisement, notice or other lettering, exhibited, inscribed, painted or affixed on or at any part of the outside or inside of the Project or the Premises. All costs of such signage, including installation, maintenance and electricity, shall be Tenant's sole responsibility. In the event Tenant fails to follow the procedures set forth in this Section, Tenant agrees to remove any non-conforming signage at its sole cost and expense, failing which Landlord shall have the right to remove such non-conforming signage without liability upon ten (10) days' notice to Tenant, at the expense of Tenant, which expense shall be deemed Additional Rent. In the event Landlord shall repair or remodel the Project, Tenant shall cooperate in all respects, including the removal, replacement and refurbishing of its signage at Tenant's sole cost and expense.

#### ARTICLE X. MISCELLANEOUS

10.1. **GOVERNING LAW/PROFESSIONAL FEES AND EXPENSES:** This Lease shall be construed in accordance with and governed by the laws of the State of Florida. In the event it shall become necessary for either party to employ the services of an attorney to enforce any of its rights under this Lease, the non-prevailing party shall pay to the prevailing party the prevailing party's reasonable attorneys' fees and costs, including for any litigation, appellate or otherwise.

10.2. **TIME OF ESSENCE:** Time is of the essence with respect to each and every provision of this Lease.

10.3. **NOTICES:** Any notice required or permitted to be given under this Lease shall be in writing and shall be posted in the United States mail, certified, return receipt requested, receipted hand delivered or sent by recognized overnight delivery service, addressed to the party to be served at the address shown in Article I of this Lease, or to such other address as either party shall designate. Any notice required to be given by Tenant to Landlord to be effective shall also be given by the methods set forth in this Section to any mortgagee of Landlord's estate, provided that Tenant shall have previously received written notice of the name and address of any such mortgagee. A mortgagee shall have the same rights to cure any default that the Landlord has under the terms of this Lease.

10.4. **SUBMISSION OF LEASE:** Landlord's submission of this Lease for examination by Tenant does not constitute an offer for the Premises and becomes effective as a lease only upon execution by both parties. If any provision contained in a rider is inconsistent with the printed provision of this Lease, the provision contained in the rider shall supersede the printed provision. The captions and numbers appearing in this Lease are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any section, nor in any way affect this Lease.

10.5. **RECORDING:** Tenant shall not record this Lease or a memorandum thereof without the prior written consent and joinder of Landlord. Any attempts at such recording without Landlord's prior written consent shall be deemed an Event of Default.

10.6. **COPY OF LEASE:** Tenant shall pay Landlord an administrative fee of Fifty Dollars (\$50.00) if Landlord is requested to provide an additional copy of this Lease to Tenant.

10.7. **PROVISIONS SEVERABLE:** If any term or provision of this Lease shall, to any extent, be determined by appropriate judicial authority to be illegal, invalid or unenforceable, the same shall be struck from this Lease as if never included herein; but the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

10.8. **BROKER'S COMMISSION:** Tenant represents and warrants that it has only dealt with the broker(s) listed in Article I in connection with this Lease, and there are no other claims for brokerage commissions or finder's fees in connection with the execution of this Lease, and agrees to indemnify Landlord against and hold it harmless from all liabilities arising from any brokerage claims other than the broker(s) listed in Article I, including attorney's fees and costs. If left blank or not mentioned in Article I, it shall be deemed that no brokers were involved.

10.9. **INTERPRETATION:** The covenants and agreements contained in this Lease shall bind and inure to the

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respective heirs, legal representatives, successors and permitted assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders. This Lease may not be changed orally, but only by an agreement in writing and signed by both Landlord and Tenant. This agreement shall create the relationship of Landlord and Tenant between the parties, and not partner nor joint venturer. No estate shall pass out of the Landlord. Should any of the printed provisions of this Lease require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that any of the terms shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation of this Lease, and that all terms were negotiated.

**10.10. ENTIRE AGREEMENT:** Notwithstanding anything contained in this Lease or contained in any other writings concerning the Premises by either of the parties (the parties agreeing that all such other writings are hereby superseded and/or merged into this Lease which shall be the entire agreement of the parties concerning the Premises), this Lease shall not become binding upon Landlord unless all preliminary conditions required to be performed by Tenant are performed and unless the requirements of the zoning ordinances and rules and regulations of all public authorities having jurisdiction are met. Tenant acknowledges that Landlord (i) makes no representations as to Tenant's ability to conduct the business intended to be conducted from the Premises under any zoning laws and the rules and regulations of public authorities having jurisdiction, and (ii) has not made any statement, promise or agreement or taken upon itself any engagement whatsoever, verbally or in writing, outside of or in conflict with the terms of this Lease, or that in any way modifies, varies, alters, enlarges or invalidates any of these Lease provisions, and that no obligation of the Landlord shall be implied other than the obligations herein expressed.

**10.11. CONSENT OR APPROVAL OF LANDLORD:** In all instances where Landlord is required to act reasonably in giving or withholding Landlord's consent or in making any decision under this Lease, or in any instance where common law or equity would require Landlord to not unreasonably withhold its approval or consent, Landlord shall be entitled to take into account, in determining whether or not to grant or withhold approval or consent, Landlord's ownership of the Project and Landlord's concerns that the level of quality, appearance, service, product and overall customer experience at the Project be of the highest character. Tenant's sole remedy, in the event that a court of competent jurisdiction subsequently determines that Landlord unreasonably withheld its consent or approval to any action proposed to be taken by Tenant to which Landlord is required to not unreasonably withhold its consent or approval, will be to obtain the right to take such proposed action and to be reimbursed legal fees and expenses incurred in such action.

**10.12. LIMITATION ON LIABILITY: NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS LEASE, NEITHER LANDLORD NOR ANY PRESENT OR FUTURE CONSTITUENT PARTNER IN OR AFFILIATE OF LANDLORD, NOR ANY SHAREHOLDER, OFFICER, DIRECTOR, EMPLOYEE OR AGENT OF ANY CORPORATION THAT IS OR BECOMES A CONSTITUENT PARTNER IN LANDLORD, SHALL BE PERSONALLY LIABLE, DIRECTLY OR INDIRECTLY, UNDER OR IN CONNECTION WITH THIS LEASE, OR ANY DOCUMENT, INSTRUMENT OR CERTIFICATE SECURING OR OTHERWISE EXECUTED IN CONNECTION WITH THIS LEASE, OR ANY AMENDMENTS OR MODIFICATIONS TO ANY OF THE FOREGOING MADE AT ANY TIME OR TIMES, OR IN RESPECT OF ANY MATTER, CONDITION, INJURY OR LOSS RELATED TO THIS LEASE OR THE PROJECT, AND TENANT AGREES TO LOOK SOLELY TO LANDLORD'S OWNERSHIP INTEREST IN THE PROJECT (OR PROCEEDS THEREOF) TO SATISFY ANY CLAIMS AGAINST LANDLORD, AND THE TENANT AND EACH OF ITS SUCCESSORS AND ASSIGNS WAIVES AND DOES HEREBY WAIVE ANY SUCH PERSONAL LIABILITY.**

**10.13. VENUE:** The exclusive venue of any suit or proceeding brought for the enforcement of or arising out of this Lease or any dispute arising under this Lease shall be Palm Beach County, Florida, unless otherwise required by law.

**10.14. WAIVER OF JURY TRIAL AND COUNTERCLAIMS:** TENANT FURTHER WAIVES THE RIGHT TO INTERPOSE ANY PERMISSIVE OR COMPULSORY COUNTERCLAIM OF ANY NATURE IN ANY ACTION OR PROCEEDING COMMENCED BY LANDLORD TO OBTAIN POSSESSION OF THE PREMISES. IF TENANT VIOLATES THIS PROVISION BY FILING A PERMISSIVE OR COMPULSORY COUNTERCLAIM, WITHOUT PREJUDICE TO LANDLORD'S RIGHT TO HAVE THE COUNTERCLAIM DISMISSED, THE PARTIES STIPULATE THAT SHOULD THE COURT PERMIT TENANT TO MAINTAIN THE COUNTERCLAIM, THE COUNTERCLAIM SHALL BE SEVERED AND TRIED SEPARATELY FROM THE ACTION FOR POSSESSION UNDER RULE 1.270(B) OF THE FLORIDA RULES OF CIVIL PROCEDURE OR OTHER APPLICABLE LAW. THE ACTION FOR POSSESSION SHALL THEN PROCEED

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UNDER THE SUMMARY PROCEDURES SET FORTH IN SECTION 51.011, FLORIDA STATUTES. THE WAIVERS SET FORTH IN THIS SECTION ARE MADE KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY BY TENANT. TENANT FURTHER ACKNOWLEDGES THAT IT HAS BEEN REPRESENTED (OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED) IN THE SIGNING OF THIS LEASE AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT COUNSEL, SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THESE WAIVERS WITH COUNSEL. LANDLORD AND TENANT HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, TENANT'S USE OR OCCUPANCY OF THE PREMISES OR ANY CLAIM OF INJURY OR DAMAGE ARISING THEREFROM. THIS PROVISION IS A MATERIAL INDUCEMENT TO LANDLORD IN AGREEING TO ENTER INTO THIS LEASE.

10.15. ACCORD AND SATISFACTION: No payments by Tenant or receipt by Landlord of a lesser amount than any payment of Rent stipulated in this Lease shall be deemed to be other than on account of the earliest stipulated Rent, 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 for in this Lease or available at law or in equity.

10.16. RADON GAS NOTIFICATION: In accordance with the requirements of Florida Statutes, the following notice is hereby given: "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."

10.17. ENVIRONMENTAL INDEMNIFICATION: Tenant shall indemnify, pay, protect, defend and save harmless Landlord from and against any claims, actions, administrative proceedings, judgments, damages, punitive damages, penalties, fines, costs, taxes, assessments, liabilities, interest or losses, including reasonable attorney's fees and expenses that arise in connection with the presence, suspected presence, release or suspected release of any hazardous materials in or into the air, soil, ground water or surface water at, on, under or within the Project, or any portion thereof, which is caused by Tenant, its agents, employees or invitees. This Section shall survive the termination of this Lease.

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10.18. SURVIVAL: The provisions of this Lease which from their context or application are intended to survive the expiration or earlier termination of this Lease shall so survive.

IN WITNESS WHEREOF this Lease has been duly executed by the parties hereto as of the day and year first above written.

Signed and delivered in the presence of:

WITNESSES to Landlord's signature:

Signature: [Handwritten Signature]  
Witness #1  
Print name: AL WIGAR

Signature: [Handwritten Signature]  
Witness #2  
Print name: Libiana Hernandez

LANDLORD:  
RUTGERS PLAZA II, LLC

By: [Handwritten Signature]  
Harry H. Hahamovich, Manager

ATTEST:

By: \_\_\_\_\_  
James B. McCain, Jr.  
As Corporation Secretary

TENANT:  
CITY OF JACKSONVILLE, a municipal corporation

By: \_\_\_\_\_  
Lenny Curry, as Mayor

FORM APPROVED:

\_\_\_\_\_  
Office of the General Counsel

Reviewed and Approved:

[Handwritten Signature]  
David Edwards, Esq.

**ADDENDUM TO LEASE**  
By and between  
**RUTGERS PLAZA II, LLC (Landlord)**  
and  
**CITY OF JACKSONVILLE (Tenant)**  
dated \_\_\_\_\_, 2020

1. **LEASE COMMENCEMENT DATE/DELIVERY DATE:** The Lease Commencement Date shall be the Delivery Date. The Delivery Date shall be the date upon which Landlord turns over possession of the Premises to Tenant with Landlord's Work (as described below) complete. The Delivery Date is estimated to be September 1, 2020, as set forth in Article I. Landlord shall use commercially reasonable efforts to deliver possession of the Premises in the condition required on or prior to the Delivery Date; however, in the event Landlord is unable to do so, the Lease Commencement Date and Rent Commencement Date shall be adjusted accordingly.
2. **RENT COMMENCEMENT DATE:** In consideration for Tenant accepting the Premises "AS IS" and for Tenant performing all Tenant's improvements at Tenant's sole cost and expense, Landlord agrees that Rent for the first four (4) months of the Lease Term shall be abated.
3. **BASE RENT ANNUAL ADJUSTMENTS:** Section 3.2(a) is hereby amended by replacing "five percent (5%)" with "three percent (3%)" in the last sentence thereof.
4. **COMMON AREA CHARGE ANNUAL ADJUSTMENTS:** Section 3.3(a)(ii) is hereby amended by replacing the first sentence with the following: "(ii) Beginning on the first day of the second lease year, and on the first day of each subsequent lease year thereafter, Tenant's Common Area Charge shall be increased over that amount due for the preceding lease year by the lesser of (i) three percent (3%), or (ii) the adjusted amount as calculated pursuant to the formula set forth in Section 3.2 of this Lease."
5. **TAX EXEMPT:** Landlord acknowledges that Tenant is tax exempt, and, accordingly, no sales tax is due on any rents due from Tenant under the Lease.
6. **TENANT'S SHARE OF PROJECT EXPENSES:** Notwithstanding anything contained in Section 3.3(b), the increase in Tenant's share of "controllable" Project Expenses from and after the first year of the Lease shall be capped so that it shall increase from the preceding lease year by the lesser of: (i) three percent (3%), or (ii) the actual increase in "controllable" Project Expenses incurred from the prior year. For purposes of this Paragraph "controllable" Project Expenses include those items listed in Section 3.3(b)(ii)(D) and any other Project Expenses to be charged to Tenant other than taxes, insurance and utilities as set forth in Sections 3.3(b)(ii)(A), (B) and (C).
7. **PERMITTED USE:** Landlord represents and warrants that Tenant's permitted use does not violate any agreement to which the Project or Landlord is bound.
8. **TURNOVER CONDITION:** On the Delivery Date, (a) the Premises shall have all of the mechanical, plumbing, electrical, HVAC and other similar systems servicing the Premises in good working order, and (b) the roof of the Premises shall be free of leaks.
9. **UTILITIES:** Landlord shall provide and maintain the facilities necessary to supply water, electricity, gas (if applicable), telephone service, internet service, and sewerage service to the Premises. The Premises are separately metered for utilities, with the exception of water and sewerage. Tenant shall promptly pay all charges for electricity, gas (if applicable), telephone/internet service, and all other utilities furnished to the Premises. Notwithstanding anything contained in Section 3.4 of the Lease to the contrary, any charges listed in this Section 3.4 which are not utility charges payable directly to a utility provider, such as the JEA, shall be included in the definition of Project Expenses, and Tenant shall not be responsible for any additional charges related thereto, and the provisions above related to the cap on increases shall apply.

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10. **LANDLORD'S WORK/HVAC SERVICING THE PREMISES:** Landlord, at its sole cost and expense, shall provide and install new HVAC units to service the Premises. Notwithstanding anything to the contrary contained in the Lease, during the Term of the Lease, Landlord shall be responsible for the repair/replacement of any components (deemed necessary to be repaired/replaced by Landlord's HVAC contractor), and Tenant shall be responsible for routine maintenance. Landlord's obligations pursuant to this section shall be conditioned upon the following: (i) that Tenant is not in default under the Lease beyond any applicable cure period when such repair/replacement is necessary; and (ii) Tenant keeps a valid service agreement in place throughout the Lease Term to maintain the HVAC system.
11. **SIGNAGE:** Tenant shall be permitted to place its storefront sign on the front of the Premises and shall also be permitted to install its sign panels on both sides of the Project's pylon sign on Dunn Avenue, all at Tenant's sole cost and expense. Such sign specifications shall be substantially similar to the sign specifications depicted on Exhibit "B" attached hereto. In addition, Tenant may from time to time install professionally prepared temporary signage/displays on or about the exterior of the Premises, or on the interior or exterior glass surfaces of the windows and doors thereof, provided all such signage/displays do not contravene any municipal or other governmental rules or regulations.
12. **DEDICATED PARKING:** Notwithstanding anything to the contrary contained in the Lease or in Rider No. 1 (Rules and Regulations), Landlord shall grant Tenant the right to have six (6) dedicated parking spaces directly adjacent to the Premises, either in the rear or in front of the Premises. The location of such parking spaces shall be determined by Landlord, subject to the approval of Tenant which shall not be unreasonably withheld.
13. **RIGHT TO EXPAND INTO ADJACENT VACANT SPACE:** For as long as the unit adjacent to the Premises (Unit 38 - 3,346 sq.ft.) remains vacant, Tenant shall have the right to expand into Unit 38. Should Tenant elect to so expand, the rent payable for Unit 38 shall be at the same per-square-foot rates then in effect for the Premises. Should Tenant elect to so expand, rent for the first four (4) months of the term for Unit 38 shall be abated.
14. **TENANT TERMINATION RIGHT:** Notwithstanding anything contained in the Lease to the contrary, Tenant shall have the right to terminate the Lease without cause and without penalty if a government owned building becomes available to Tenant in the City of Jacksonville, Florida, for the purposes for which the Premises are being leased or in the event that that funds are no longer appropriated by the City of Jacksonville for such Lease, upon giving ninety (90) days advance written notice to Landlord.
15. **NO INDEMNIFICATION BY TENANT:** Notwithstanding anything contained in the Lease to the contrary, Tenant shall be under no obligation to indemnify Landlord under any circumstances. Accordingly, any provision in the Lease which provides for an indemnification by Tenant is hereby deleted, including, but not limited to, those indemnification provisions contained in Sections 5.1, 5.4, 5.7, 7.1, 9.1, 10.8, and 10.17 of the Lease.
16. **NO SECURITY DEPOSIT:** Section 3.6 of the Lease regarding security deposit is hereby deleted and its entirety. Accordingly, Tenant will be under no obligation to post a security deposit.
17. **ADA COMPLIANCE:** The last sentence of Section 5.4 of the Lease is deleted in its entirety. To Landlord's knowledge, the Premises are currently in compliance with ADA requirements. In the event the Premises are determined to not be in compliance with ADA requirements and such non-compliance does not relate to alterations to the Premises by Tenant, Landlord shall be responsible for correcting any ADA non-compliance issues.
18. **LANDLORD MAINTENANCE:** Notwithstanding anything contained in section 5.5 of the lease to the contrary, Landlord agrees to repair, replace and maintain in good order and condition, at its cost, the following portions of the Premises and Project: the roof or roofs; roof facades; roof drains; outside walls; foundations and structural portions (both interior and exterior) of the Premises and the ventilation, heating and air conditioning, and sprinkler systems for the Premises. There are exceptions from the preceding covenant, however: (i) repair or replacement of broken plate or window glass (except in the case of damage by fire or other casualty covered by Landlord's fire

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TENANT

and extended coverage policy), (ii) quarterly maintenance of the ventilation, heating and air conditioning system for the Premises, which will be the responsibility of Tenant but not repairs or replacements, and (iii) repair of damage caused by the Tenant, its employees, agents, contractors, customers, invitees.

19. **NOTICE PRIOR TO ENTRY:** Notwithstanding anything contained in section 5.5.3 to the contrary, Landlord shall provide not less than twenty-four (24) hours' prior notice to Tenant prior to the entry to the Premises, except in the event of an emergency.
20. **WAIVER OF LANDLORD'S LIEN:** Section 5.6.4 of the Lease is hereby deleted in its entirety. Landlord hereby waives any and all lien rights with respect to Tenant's property situated in or upon the Premises.
21. **CASUALTY AND CONDEMNATION.** Notwithstanding anything contained in Sections 5.8 and 5.9 of the Lease to the contrary, in the event that any damage, destruction or condemnation will result in Tenant being unable to use the Premises or any portion thereof for more than sixty (60) days in Tenant's reasonable determination, then Tenant may elect to terminate the Lease upon written notice to Landlord. In addition, for any time period for which the Premises are unavailable for use by Tenant due to damage, destruction or condemnation, the Rent due under the Lease will abate in proportion to the amount of the Premises unavailable for such use. Notwithstanding anything contained in Section 5.8.4 of the Lease, if the Project or a substantial portion thereof is voluntarily demolished by Landlord, Landlord shall pay to Tenant the unamortized cost of any Tenant improvements. Nothing contained in section 5.9 of the Lease will prevent Tenant from pursuing its own separate claim for recovery in the event of a condemnation, nor shall any claim by Landlord diminish the amount of recovery from Tenant's separate claim.
22. **ATTORNMEN:** Notwithstanding anything contained in Section 5.10 of the Lease to the contrary, the subordination contained in said Section 5.10 is conditioned upon the holder of the superior lien expressly agreeing that the enforcement of any such lien shall not terminate the Lease or disturb Tenant in the possession and use of the Premises (except in the case where Tenant is in default beyond the period, if any, provided in the Lease to remedy such default) or otherwise affect Tenant's rights and interests under the Lease.
23. **RELOCATION CONSENT:** Notwithstanding anything contained in section 5.13 to the contrary, any relocation of Tenant to substitute space shall be subject to the consent of Tenant, which consent may be withheld in Tenant's sole discretion.
24. **CAPITAL IMPROVEMENTS.** Section 6.2 of the Lease is hereby deleted in its entirety and replaced with the following sentence: "Tenant shall have no obligation to contribute to capital improvements for the Project or Common Areas."
25. **FORCE MAJEURE:** Section 7.2 of the Lease is hereby amended to provide the force majeure provision therein shall be reciprocal and excuse Tenant's delay for such matters beyond Tenant's control.
26. **SELF-INSURANCE:** Section 7.3 of the Lease regarding insurance is hereby deleted and the following is substituted in its place: The City of Jacksonville, Florida is a self-insurer pursuant to Section 768.28, Florida Statutes, under a funded program of self-insurance. This fund will respond to liability of the City and the Jacksonville Sheriff's Office imposed by law and in accordance with procedures established under said statute. This provision of self-insurance to insure against the negligent acts or omissions of the City is not a waiver by the City of Jacksonville or the Jacksonville Sheriff's Office of any of their defenses, whether at law or in equity, including the requirements and limitations of Section 768.28, Florida Statutes (which provisions are not expanded, altered or waived hereby). Prior to the Commencement Date, Tenant shall provide Landlord with a letter of self-insurance provided by the City of Jacksonville's Division of Insurance & Risk Management demonstrating the maintenance of self-insurance
27. **NON-MONETARY DEFAULT.** Section 8.1.10 of the Lease is hereby amended and restated and its entirety as follows: "If Tenant shall fail to comply with any term, provision, covenant or condition of this Lease and fails to cure such default within thirty (30) days of receipt of written notice from Landlord; provided, however that if the default is one that cannot be reasonably be cured within the thirty (30) day period, Tenant shall have a reasonable amount

Initialed by:

TENANT



of additional time to cure the default provided Tenant institutes action to cure the default within the thirty (30) day period, and Tenant proceeds with reasonable diligence to cure the default."

28. **LANDLORD REMEDIES:** Section 8.2.1 of the Lease is hereby deleted and its entirety. With respect to Sections 8.2.3 and 8.2.4 of the Lease, the following clause is deleted in its entirety "damages for Tenant's default in an amount equal to the amount of the Rent reserved for the balance of the Term and any extended term of this Lease..." and replaced with "any deficiency in Rent for the current Term as it comes due under this Lease."
29. **WAIVER BY TENANT:** Section 8.5 of the Lease is hereby deleted in its entirety.
30. **ATTORNEYS' FEES:** The second sentence of Section 10.1 of the lease is hereby amended and restated as follows: "In the event it shall become necessary for either party to employ the services of an attorney to enforce any of its rights under this Lease, the party so employing such attorney shall be responsible for the payment of its own attorneys' fees and costs regardless of the outcome of any litigation."
31. **VENUE:** Section 10.13 of the Lease is hereby amended and restated as follows: "The exclusive venue of any suit or proceeding brought for the enforcement of or arising out of this Lease or any dispute arising under this Lease shall be Duval County, Florida, unless otherwise required by law."
32. **NO WAIVER OF COUNTERCLAIMS:** Section 10.14 of the Lease is hereby deleted with the exception of the last two sentences.
33. **ANIMALS:** Notwithstanding anything contained in Section 7. of Rider No. 1 Rules and Regulations, Tenant shall be allowed to have service animals and K9 police dogs present in the Premises, although Tenant does not currently plan to have a K9 unit stationed at the Premises full time.
34. **REASONABLE DISCRETION.** The provisions in the Lease where the standard for a Landlord approval, consent or other action is Landlord's "sole" discretion are hereby amended to be Landlord's "reasonable" discretion.
35. **ADDENDUM TERMS TO PREVAIL:** This Addendum is attached to and forms part of the Lease. Except as specifically amended hereby, the terms and conditions of the Lease shall remain in full force and effect. In the event of a conflict between the terms and provisions of the Lease and the terms and provisions of this Addendum, the terms and provisions of this Addendum shall control.

**ADDENDUM CONTINUED ON FOLLOWING PAGE**

Initialed by:

TENANT

IN WITNESS WHEREOF this Addendum has been duly executed by the parties to the Lease, under seal, as of the day and year first above written.

Signed, sealed and delivered in the presence of:

WITNESSES:

By: [Signature]  
Print Name: N. JAGAR

By: [Signature]  
Print Name: LINDRIA HERNANDEZ

LANDLORD:  
RUTGERS PLAZA II, LLC

By: [Signature]  
Harry H. Hahamovitch, Manager

ATTEST:

CITY OF JACKSONVILLE, a municipal corporation

By: \_\_\_\_\_  
James B. McCain, Jr.  
As Corporation Secretary

By: \_\_\_\_\_  
Lenny Curry, as Mayor

FORM APPROVED:

\_\_\_\_\_  
Office of the General Counsel

Reviewed and Approved:

[Signature]  
\_\_\_\_\_  
David Edwards, Esq.



RE# 0442130065R

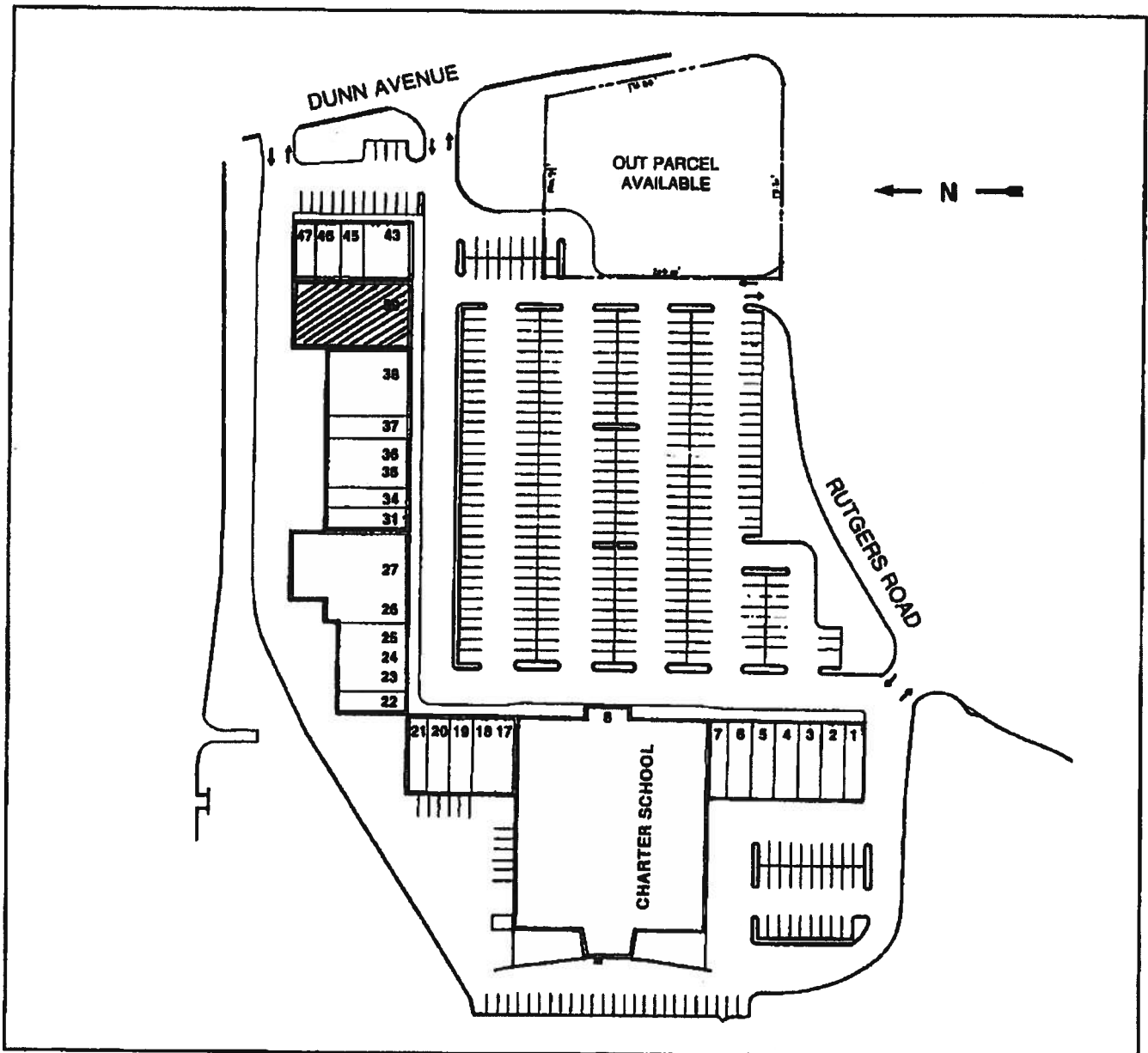
HHH MANAGEMENT INC.

AN ASSET MANAGEMENT COMPANY

# Rutgers Plaza

Jacksonville, Florida

## EXHIBIT "A"



For Leasing Information Contact Us At:  
**800-658-0050**

P.O. Box 273760  
Boca Raton, FL 33427

NOTE OF DISCLAIMER: DETAILS CONTAINED HEREIN ARE BELIEVED TO BE CORRECT. HOWEVER, IT IS SUBJECT TO ERRORS, OMISSIONS, PRICE CHANGE OR WITHDRAWAL WITHOUT NOTICE. NML 72387-Z

LEGAL DESCRIPTION

Unit 39, Rutgers Plaza, being a portion of the lands described and recorded in Official Records Book 8811, Page 109-115 inclusive of the Current Public Records of Duval County, Florida attached hereto:

RUTGERS PLAZA II, LTD

THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PART OF LOT 5, SUBDIVISION OF THE JOHN BROWARD GRANT, SECTION 49, TOWNSHIP 1 SOUTH, RANGE 26 EAST, AS THE SAME IS RECORDED IN PLAT BOOK 1, PAGES 7 AND 8 OF THE FORMER PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE INTERSECTION ON THE EASTERLY RIGHT OF WAY LINE OF RUTGERS ROAD (AN 80 FOOT RIGHT OF WAY) WITH THE SOUTHERLY RIGHT OF WAY LINE OF LEONID ROAD (AN 80 FOOT RIGHT OF WAY) BOTH AS SHOWN ON THE PLAT OF HIGHLANDS UNIT 4 AS RECORDED IN PLAT BOOK 23, PAGES 100 AND 100A OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 89 DEGREES 19 MINUTES 40 SECONDS EAST, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID LEONID ROAD, A DISTANCE OF 119.96 FEET; THENCE NORTH 00 DEGREES 11 MINUTES EAST A DISTANCE OF 80.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID LEONID ROAD, SAID POINT BEING THE EXTREME SOUTHWESTERLY CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 1530, PAGE 14 OF SAID CURRENT PUBLIC RECORDS; THENCE CONTINUE NORTH 00 DEGREES 11 MINUTES EAST, ALONG THE WESTERLY BOUNDARY OF SAID LANDS SO DESCRIBED, THE SAME BEING COMMON WITH THE BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 5026, PAGE 1013 OF SAID CURRENT PUBLIC RECORDS, A DISTANCE OF 325.18 FEET; THENCE SOUTH 89 DEGREES 01 MINUTES EAST, ALONG THE NORTHERLY BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 1530, PAGE 14, A DISTANCE OF 208.57 FEET TO AN INTERSECTION WITH THE EXTREME EASTERLY BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 5026, PAGE 1013; THENCE NORTH 00 DEGREES 16 MINUTES 58 SECONDS WEST, ALONG SAID BOUNDARY, A DISTANCE OF 188.05 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00 DEGREES 16 MINUTES 58 SECONDS WEST, ALONG SAID BOUNDARY, A DISTANCE OF 345.89 FEET TO THE NORTHEASTERLY CORNER OF SAID LANDS; THENCE SOUTH 47 DEGREES 08 MINUTES 24 SECONDS WEST, ALONG THE NORTHWESTERLY BOUNDARY OF SAID LANDS, A DISTANCE OF 23.10 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 58 SECONDS WEST, ALONG THE EASTERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 4463, PAGE 781 OF SAID CURRENT PUBLIC RECORDS AND ITS SOUTHERLY PROLONGATION THEREOF, A DISTANCE OF 345.28 FEET; THENCE NORTH 52 DEGREES 28 MINUTES 30 SECONDS EAST, ALONG THE SOUTHEASTERLY BOUNDARY OF LAST SAID LANDS, A DISTANCE OF 192.56 FEET; THENCE NORTH 88 DEGREES 55 MINUTES 49 SECONDS EAST, ALONG THE SOUTHERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 4698, PAGE 873 OF SAID CURRENT PUBLIC RECORDS AND ITS WESTERLY PROLONGATION THEREOF, A DISTANCE OF 598.77 FEET TO THE WESTERLY RIGHT OF WAY LINE OF DURN AVENUE (A 100 FOOT RIGHT OF WAY); THENCE SOUTH 13 DEGREES 51 MINUTES 20 SECONDS EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 251.22 FEET; THENCE SOUTH 88 DEGREES 55 MINUTES 49 SECONDS WEST A DISTANCE OF 156.94 FEET; THENCE SOUTH 01 DEGREES 04 MINUTES 11 SECONDS EAST A DISTANCE OF 203.00 FEET TO THE NORTHERLY LINE OF RUTGERS ROAD EXTENSION (A 60 FOOT RIGHT OF WAY); THENCE SOUTH 88 DEGREES 55 MINUTES 49 SECONDS WEST, ALONG SAID NORTHERLY LINE OF RUTGERS ROAD EXTENSION, A DISTANCE OF 102.88 FEET TO A POINT OF CURVE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 260.00 FEET; THENCE SOUTHWESTERLY, ALONG AND WITH THE ARC OF SAID CURVE AND ALONG SAID NORTHERLY LINE OF RUTGERS ROAD EXTENSION, A CHORD BEARING OF SOUTH 73 DEGREES 55

APPROVED  
DESCRIPTION AGREES  
WITH MAP  
CITY ENGINEERS OFFICE  
TOPO/SURVEY BRANCH  
By *D.S.W.* Date 7-1-20

MINUTES 49 SECONDS WEST AND A CHORD DISTANCE OF 134.59 FEET TO THE TANGENCY OF SAID CURVE; THENCE SOUTH 58 DEGREES 55 MINUTES 49 SECONDS WEST, ALONG SAID NORTHERLY LINE OF RUTGERS ROAD EXTENSION, A DISTANCE OF 84.28 FEET TO A POINT OF CURVE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 260.00 FEET; THENCE SOUTHWESTERLY, ALONG AND WITH THE ARC OF SAID CURVE AND ALONG SAID NORTHERLY LINE OF RUTGERS ROAD EXTENSION, A CHORD BEARING OF SOUTH 39 DEGREES 27 MINUTES 25 SECONDS WEST AND A CHORD DISTANCE OF 173.35 FEET TO THE TANGENCY OF SAID CURVE; THENCE SOUTH 19 DEGREES 59 MINUTES 00 SECONDS WEST, ALONG SAID NORTHERLY LINE OF RUTGERS ROAD EXTENSION, A DISTANCE OF 6.93 FEET TO A POINT OF CURVE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHWESTERLY, ALONG AND WITH THE ARC OF SAID CURVE AND ALONG SAID NORTHERLY LINE OF RUTGERS ROAD EXTENSION, A CHORD BEARING OF SOUTH 55 DEGREES 29 MINUTES 00 SECONDS WEST AND A CHORD DISTANCE OF 232.28 FEET TO THE TANGENCY OF SAID CURVE; THENCE NORTH 89 DEGREES 01 MINUTES 00 SECONDS WEST, ALONG SAID NORTHERLY LINE OF RUTGERS ROAD EXTENSION, A DISTANCE OF 30.66 FEET TO THE POINT OF BEGINNING, LESS AND EXCEPT THE FOLLOWING TWO PARCELS: (PARCEL ONE AND PARCEL TWO)

PARCEL ONE:

THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PART OF LOT 5, A SUBDIVISION OF THE JOHN BROWARD GRANT, SECTION 49, TOWNSHIP 1 SOUTH, RANGE 26 EAST, THE SAME BEING RECORDED IN PLAT BOOK 1, PAGES 7 AND 8 OF THE FORMER PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 4698, PAGE 873 OF THE PUBLIC RECORDS OF SAID COUNTY, THE SAME BEING SITUATED IN THE WESTERLY RIGHT OF WAY LINE OF DOWN AVENUE (A 100 FOOT RIGHT OF WAY); THENCE SOUTH 88 DEGREES 55 MINUTES 49 SECONDS WEST, ALONG THE SOUTHERLY BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 4698, PAGE 873, A DISTANCE OF 477 FEET TO A POINT FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88 DEGREES 55 MINUTES 49 SECONDS WEST, ALONG THE SOUTHERLY BOUNDARY OF SAID LANDS SO DESCRIBED, 45.0 FEET; THENCE SOUTH 01 DEGREE 04 MINUTES 11 SECONDS EAST, 40.0 FEET; THENCE NORTH 88 DEGREES 55 MINUTES 49 SECONDS EAST, 45.0 FEET; THENCE NORTH 01 DEGREE 04 MINUTES 11 SECONDS WEST, 40.0 FEET TO THE POINT OF BEGINNING.

PARCEL TWO:

THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PART OF LOT 5, SUBDIVISION OF THE JOHN BROWARD GRANT, SECTION 49, TOWNSHIP 1 SOUTH, RANGE 26 EAST, AS THE SAME IS RECORDED IN PLAT BOOK 1, PAGES 7 AND 8 OF THE FORMER PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF RUTGERS ROAD (AN 80 FOOT RIGHT OF WAY) WITH THE SOUTHERLY RIGHT OF WAY LINE OF LEONID ROAD (AN 80 FOOT RIGHT OF WAY) BOTH AS SHOWN ON THE PLAT OF HIGHLANDS UNIT 4, AS RECORDED IN PLAT BOOK 23, PAGES 100 AND 100A OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 89 DEGREES 19 MINUTES 40 SECONDS EAST, ALONG SAID SOUTHERLY LINE OF LEONID ROAD, A DISTANCE OF 119.96 FEET; THENCE NORTH 00 DEGREES 11 MINUTES 00

SECONDS EAST, A DISTANCE OF 80.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF LEONID ROAD, SAID POINT BEING THE EXTREME SOUTHWESTERLY CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 1530, PAGE 14 OF SAID CURRENT PUBLIC RECORDS; THENCE CONTINUE NORTH 00 DEGREES 11 MINUTES 00 SECONDS EAST, ALONG THE WESTERLY BOUNDARY OF SAID LANDS SO DESCRIBED, THE SAME BEING COMMON WITH THE BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 5026, PAGE 1013 OF SAID CURRENT PUBLIC RECORDS, A DISTANCE OF 326.18 FEET; THENCE SOUTH 89 DEGREES 01 MINUTES 00 SECONDS EAST, ALONG THE NORTHERLY BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 1530, PAGE 14, A DISTANCE OF 208.57 FEET TO AN INTERSECTION WITH THE EXTREME EASTERLY BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 5026, PAGE 1013; THENCE NORTH 00 DEGREES 16 MINUTES 58 SECONDS WEST, ALONG SAID BOUNDARY, A DISTANCE OF 417.24 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE CONTINUE NORTH 00 DEGREES 16 MINUTES 58 SECONDS WEST, A DISTANCE OF 113.70 FEET TO THE NORTHEASTERLY CORNER OF SAID LANDS; THENCE SOUTH 47 DEGREES 08 MINUTES 24 SECONDS WEST, ALONG THE NORTHWESTERLY BOUNDARY OF SAID LANDS, A DISTANCE OF 21.10 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 58 SECONDS WEST, ALONG THE EASTERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 4463, PAGE 781 OF SAID CURRENT PUBLIC RECORDS AND ITS SOUTHERLY PROLONGATION THEREOF, A DISTANCE OF 345.28 FEET, THENCE SOUTH 85 DEGREES 26 MINUTES 07 SECONDS EAST, A DISTANCE OF 199.64 FEET TO THE NORTHWESTERLY CORNER OF A ONE STORY MASONRY COMMERCIAL BUILDING; THENCE NORTH 89 DEGREES 37 MINUTES 16 SECONDS EAST ALONG THE NORTH FACE OF SAID BUILDING, A DISTANCE OF 70.00 FEET; THENCE SOUTH 47 DEGREES 33 MINUTES 41 SECONDS EAST, A DISTANCE OF 35.27 FEET; THENCE SOUTH 00 DEGREES 15 MINUTES 41 SECONDS EAST, A DISTANCE OF 182.78 FEET; THENCE NORTH 89 DEGREES 05 MINUTES 08 SECONDS EAST, A DISTANCE OF 258.57 FEET; THENCE SOUTH 01 DEGREES 06 MINUTES 19 SECONDS EAST, A DISTANCE OF 105.38 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE RUTGERS ROAD EXTENSION, SAID POINT ALSO BEING A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 260.00 FEET; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE, THE FOLLOWING COURSES: FIRST COURSE, SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 136.14 FEET TO A POINT OF TANGENCY, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 73 DEGREES 55 MINUTES 49 SECONDS WEST, 134.59 FEET; SECOND COURSE, SOUTH 58 DEGREES 55 MINUTES 49 SECONDS WEST, A DISTANCE OF 84.28 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 260.00 FEET, THIRD COURSE, SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 79.58 FEET TO A POINT OF NON-TANGENCY, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 50 DEGREES 09 MINUTES 12 SECONDS WEST, 79.27 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE, NORTH 48 DEGREES 36 MINUTES 23 SECONDS WEST, A DISTANCE OF 11.13 FEET; THENCE NORTH 89 DEGREES, 06 MINUTES 24 SECONDS WEST, A DISTANCE OF 266.55 FEET TO THE POINT OF BEGINNING, TOGETHER WITH THE FOLLOWING TWO PARCELS: (PARCEL A AND PARCEL B)

**PARCEL A**

THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PART OF LOT 5, SUBDIVISION OF THE JOHN BROWARD GRANT, SECTION 49, TOWNSHIP 1 SOUTH, RANGE 26 EAST, AS THE SAME IS RECORDED IN PLAT BOOK 1, PAGES 7 AND 8 OF THE FORMER PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF RUTGERS ROAD (AN 80 FOOT RIGHT OF WAY) WITH THE SOUTHERLY RIGHT OF WAY LINE OF LEONID ROAD (AN 80 FOOT RIGHT OF WAY) BOTH AS SHOWN ON THE PLAT OF HIGHLANDS UNIT 4, AS RECORDED IN PLAT BOOK 23, PAGES 100 AND 100A OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 89 DEGREES 19 MINUTES 40 SECONDS EAST, ALONG SAID SOUTHERLY LINE OF LEONID ROAD, A DISTANCE OF 119.96 FEET; THENCE NORTH 00 DEGREES 11 MINUTES 00 SECONDS EAST, A DISTANCE OF 80.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF LEONID ROAD, SAID POINT BEING THE EXTREME SOUTHWESTERLY CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 1530, PAGE 14 OF SAID CURRENT PUBLIC RECORDS; THENCE CONTINUE NORTH 00 DEGREES 11 MINUTES 00 SECONDS EAST, ALONG THE WESTERLY BOUNDARY OF SAID LANDS SO DESCRIBED, THE SAME BEING COMMON WITH THE BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 5026, PAGE 1013 OF SAID CURRENT PUBLIC RECORDS, A DISTANCE OF 126.18 FEET; THENCE SOUTH 89 DEGREES 01 MINUTES 00 SECONDS EAST, ALONG THE NORTHERLY BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 1530, PAGE 14, A DISTANCE OF 208.87 FEET TO AN INTERSECTION WITH THE EXTREME EASTERLY BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 5026, PAGE 1013; THENCE NORTH 00 DEGREES 16 MINUTES 58 SECONDS WEST, ALONG SAID BOUNDARY, A DISTANCE OF 417.24 FEET; THENCE SOUTH 89 DEGREES 06 MINUTES 24 SECONDS EAST, A DISTANCE OF 182.06 FEET; THENCE NORTH 00 DEGREES 19 MINUTES 34 SECONDS WEST, A DISTANCE OF 38.18 FEET TO THE POINT OF BEGINNING, SAID POINT OF BEGINNING BEING THE SOUTHWESTERLY CORNER OF A ONE STORY MASONRY COMMERCIAL BUILDING; THENCE CONTINUING NORTH 00 DEGREES 19 MINUTES 34 SECONDS WEST ALONG A WEST FACE OF SAID BUILDING, A DISTANCE OF 132.05 FEET TO A CORNER OF SAID BUILDING; THENCE NORTH 89 DEGREES 40 MINUTES 26 SECONDS EAST ALONG AN INTERIOR DIVIDING WALL, A DISTANCE OF 70.05 FEET TO THE EAST FACE OF SAID BUILDING; THENCE SOUTH 00 DEGREES 19 MINUTES 34 SECONDS EAST, ALONG THE EAST FACE OF SAID BUILDING, A DISTANCE OF 132.05 FEET TO THE SOUTHEAST CORNER OF SAID BUILDING; THENCE SOUTH 89 DEGREES 40 MINUTES 26 SECONDS WEST, ALONG THE SOUTH FACE OF SAID BUILDING, A DISTANCE OF 70.05 FEET TO THE POINT OF BEGINNING.

**PARCEL B**

THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PART OF LOT 5, SUBDIVISION OF THE JOHN BROWARD GRANT, SECTION 49, TOWNSHIP 1 SOUTH, RANGE 26 EAST, AS THE SAME IS RECORDED IN PLAT BOOK 1, PAGES 7 AND 8 OF THE FORMER PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF RUTGERS ROAD (AN 80 FOOT RIGHT OF WAY) WITH THE SOUTHERLY RIGHT OF WAY LINE OF LEONID ROAD (AN 80 FOOT RIGHT OF WAY) BOTH AS SHOWN ON THE PLAT OF HIGHLANDS UNIT 4, AS RECORDED IN PLAT BOOK 23, PAGES 100 AND 100A OF THE CURRENT

PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 89 DEGREES 19 MINUTES 40 SECONDS EAST, ALONG SAID SOUTHERLY LINE OF LEONID ROAD, A DISTANCE OF 119.96 FEET; THENCE NORTH 00 DEGREES 11 MINUTES 00 SECONDS EAST, A DISTANCE OF 80.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF LEONID ROAD, SAID POINT BEING THE EXTREME SOUTHWESTERLY CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 1530, PAGE 14 OF SAID CURRENT PUBLIC RECORDS; THENCE CONTINUE NORTH 00 DEGREES 11 MINUTES 00 SECONDS EAST, ALONG THE WESTERLY BOUNDARY OF SAID LANDS SO DESCRIBED, THE SAME BEING COMMON WITH THE BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 5026, PAGE 1013 OF SAID CURRENT PUBLIC RECORDS, A DISTANCE OF 326.18 FEET; THENCE SOUTH 89 DEGREES 01 MINUTES 00 SECONDS EAST, ALONG THE NORTHERLY BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 1530, PAGE 14, A DISTANCE OF 208.57 FEET TO AN INTERSECTION WITH THE EXTREME EASTERLY BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 5026, PAGE 1013; THENCE NORTH 00 DEGREES 16 MINUTES 58 SECONDS WEST, ALONG SAID BOUNDARY, A DISTANCE OF 530.94 FEET TO THE NORTHEASTERLY CORNER OF SAID LANDS; THENCE SOUTH 47 DEGREES 08 MINUTES 24 SECONDS WEST, ALONG THE NORTHWESTERLY BOUNDARY OF SAID LANDS, A DISTANCE OF 23.10 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 58 SECONDS WEST, ALONG THE EASTERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 4463, PAGE 781 OF SAID CURRENT PUBLIC RECORDS AND ITS SOUTHERLY PROLONGATION THEREOF, A DISTANCE OF 345.28 FEET; THENCE SOUTH 85 DEGREES 26 MINUTES 07 SECONDS EAST, A DISTANCE OF 199.64 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE NORTHWESTERLY CORNER OF A ONE STORY MASONRY COMMERCIAL BUILDING; THENCE NORTH 89 DEGREES 37 MINUTES 16 SECONDS EAST, ALONG THE NORTH FACE OF SAID BUILDING, A DISTANCE OF 70.00 FEET TO THE NORTHEASTERLY CORNER OF SAID BUILDING; THENCE SOUTH 00 DEGREES 22 MINUTES 44 SECONDS EAST ALONG THE EAST FACE OF SAID BUILDING, A DISTANCE OF 95.00 FEET; THENCE SOUTH 89 DEGREES 37 MINUTES 16 SECONDS WEST, ALONG AN INTERIOR DIVIDING WALL, A DISTANCE OF 70.00 FEET TO A CORNER OF SAID BUILDING; THENCE NORTH 00 DEGREES 22 MINUTES 44 SECONDS WEST ALONG THE WEST FACE OF SAID BUILDING, A DISTANCE OF 95.0 FEET TO THE POINT OF BEGINNING.



# EXHIBIT "B"

## HHH PROPERTIES SHOPPING CENTER SIGN CRITERIA

Tenants must install a sign on their sign band with the following specifications:

1. All signs shall be individual channel letters, each neon illuminated.
2. Individual letters shall not exceed 30 inches nor be less than 18 inches in height.
3. All signs shall be constructed of .063 aluminum with 3/16" virgin plexiglass face, with a depth of 4½ inches. Aluminum sides, trimcap and backs shall be primed and painted as approved by Landlord. Neon to be 13 mm single or double stroke as required with the appropriate transformer wired according to local building codes. The letters shall be mounted on the building fascia area above any existing awnings. Letters are to be mounted on an all aluminum (.063) raceway painted to match the building. Transformers shall be mounted concealed in raceways.
4. All signs shall be mounted only in areas designated by Landlord for Tenant's signage.
5. Working drawings must be approved prior to installation and shall include color selection of lettering and design specifications of all measurements as they relate to the fascia.
6. Electrical connections shall be made to the electric panel which services Tenant's leased space. Electrical connections shall not be made to the shopping center's common area electric panel.
7. Signs must comply with local building codes.
8. Prior to and during installation, any holes in the fascia (whether caused by a prior sign or by the removal of an existing sign) shall be filled and painted over in a color to match the existing fascia color. When Tenant vacates their leased space, and if Landlord has instructed Tenant to remove its sign, any holes left in the fascia caused by such removal shall be filled and painted over in a color to match the existing fascia color.

January 2008

**RIDER NO. 1**  
**RULES AND REGULATIONS**

The following are the Rules and Regulations of the Project and, as indicated, shall be applicable to the use and operation of the Common Areas and to the use, occupancy and operation of the Project:

1. **GARBAGE AND REFUSE:** All garbage and refuse shall be kept in the kinds of containers specified by Landlord and shall be stored on the Project or Premises prepared for collection in the manner and at the places specified by Landlord. Tenant shall make arrangements satisfactory with the Landlord for, and shall pay the cost of, removal of all of Tenant's garbage, refuse or rubbish from the Premises on a regular, periodic basis. If Landlord shall provide or designate a service for providing dumpsters and picking up refuse and garbage, Tenant shall use the same and pay the costs thereof. Tenant shall not burn any trash or garbage of any kind in or about the Premises or the Project, nor shall Tenant permit rubbish, refuse or garbage to accumulate or any fire or health hazard to exist in or about the Premises or the Project. Should it be determined by Landlord (in Landlord's sole discretion) that Tenant's use of common dumpster(s) is excessive, Tenant shall, within ten (10) days after demand therefor by Landlord, procure its own dumpster, for its own use, at Tenant's sole cost and expense.

2. **RADIO AND TELEVISION ANTENNAE/SATELLITE DISHES:** No exterior antennae, electric wires, telegraph call boxes, satellite dishes or any other electric equipment or apparatus shall be erected or installed on the Premises or Project without, in each instance, the prior written consent of Landlord. Any such equipment or apparatus so installed without such written consent shall be subject to removal without notice at any time, at Tenant's sole cost and expense.

3. **INSTALLATION OF SERVICES/ROOF:** Except for telephone, computers and fax equipment installed wholly within the Premises and intended solely to support Tenant's business on the Premises, Tenant shall not install any signal, communications, telegraphic, telephonic, burglar alarm or similar services within the Premises, or any part of the Project, without Landlord's prior written approval, and Tenant shall comply with all reasonable limitations or restrictions imposed by Landlord in connection with the installation thereof. Any such work, if approved by Landlord, shall be done at Tenant's sole cost and expense. Tenant shall not go onto the roof of any building of the Project for any reason without Landlord's prior written approval, which approval Landlord may withhold in its sole and absolute discretion.

4. **ADJACENT AREAS:** The areas immediately adjoining the Premises shall be kept clean and free from dirt and rubbish by Tenant to the satisfaction of Landlord, and Tenant shall not place any obstructions or merchandise in such areas.

5. **PARKING:** If requested by Landlord, Tenant and Tenant's employees shall park their motor vehicles only in those portions of the parking area designated for that purpose by Landlord. If requested by Landlord, Tenant shall furnish Landlord with automobile license numbers assigned to Tenant's motor vehicles, and motor vehicles of Tenant's employees, within five (5) days after taking possession of the Premises and shall thereafter notify Landlord of any changes within five (5) days after such changes occur. In the event that Tenant or its employees fail to park their motor vehicles in designated employee parking areas as aforesaid, then Landlord at its option shall be entitled to charge Tenant, and Tenant hereby agrees to pay to Landlord on demand as Additional Rent, fifty dollars (\$50.00) per day per motor vehicle parked in any area other than those designated as employee parking areas.

6. **WINDOWS AND PROJECTIONS:** Nothing shall be affixed to or projected beyond the outside of the Premises or Project by Tenant without the prior written consent of Landlord. If Tenant desires, and Landlord permits, blinds,

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shades, tinting or other form of inside window coverings, they shall be furnished and installed at the expense of Tenant and must be of such shape, color, and material as are approved by Landlord.

7. **BICYCLES AND ANIMALS:** Unless expressly permitted by Landlord, no bicycle or other vehicle and no animal shall be brought or permitted to be in the Project or any part thereof.

8. **MACHINERY:** Unless Landlord gives prior written consent in each and every instance, Tenant shall not install or operate any steam or internal combustion engine, boiler, machinery, refrigerating or heating device or air conditioning apparatus in or about the Premises. All equipment of any electrical or mechanical nature shall be placed in settings which absorb and prevent vibration, noise, or annoyance, or the spillage or leakage of fluids, oils or grease on the floors of the Premises.

9. **LOCKS:** Unless expressly permitted by Landlord, no visible additional locks or similar devices shall be attached to any door or window. Upon termination of this Lease or of Tenant's possession, Tenant shall surrender all keys of the Premises and shall provide Landlord with the then-current combinations for any combination locks or safes, cabinets and vaults.

10. **NOISES AND OTHER NUISANCES:** Tenant shall not make or permit any noise, odor or vapor that is objectionable to Landlord or to other occupants of the Project to emanate from the Premises, and shall not create or maintain a nuisance therein, and shall not disturb, solicit or canvass any occupant of the Project, and shall not do any act tending to injure the reputation of the Project. Tenant shall not install or operate any loudspeaker, stereo system, musical instrument, radio or television receiver or similar device in the Premises or Project without prior approval of Landlord. The use thereof, if permitted, shall be subject to control by Landlord to the end that others shall not be disturbed or annoyed.

11. **HANDIWORK:** Tenant will not use or allow the rented space, or surrounding parking and landscaped area to be used for any type of auto repair work, painting of any kind, fibreglassing of any kind or woodworking of any kind.

12. **AWNINGS AND COVERINGS:** No awnings, metal bars or metal frame work shall be placed by the Tenant on any windows, any interior location visible from the exterior of the Project, any exterior portions of the Project or grounds without prior written consent of the Landlord.

13. **EXTERMINATING:** Tenant shall furnish exterminating services to the Premises at Tenant's cost and expense, utilizing a licensed exterminating company. Notwithstanding the foregoing, if Landlord decides in its sole discretion that additional or alternative pest control for the Premises is necessary, Landlord may schedule and pay for the pest control service(s) and Tenant shall reimburse Landlord fully for such payment.

14. **THEFT OR LOSS:** Tenant shall be responsible for the protection and security of the Premises and all property therein from robbery, theft, vandalism, pilferage or other loss. Landlord shall not be responsible for lost or stolen personal property, equipment or money occurring within the Premises, regardless of how or when the loss occurs. Tenant, upon leaving the Premises at the end of any day, shall ensure that all windows and exit doors from the Premises are closed and locked. Tenant shall furnish Landlord with "after-hours" emergency telephone numbers, for the sole use of Landlord. Except for emergency purposes, Landlord will use its best efforts to keep such telephone numbers confidential.

15. **DELIVERIES/LOADING/UNLOADING:** All deliveries to the Premises and loading and unloading of goods shall be done only at the rear entrance(s) to the Premises, and at such times as may be designated by Landlord from time to time.

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**16. MOVING/EQUIPMENT:** Tenant shall not use any hand trucks or other material-handling equipment within the Premises or the Project, except those equipped with rubber tires and side guards. Any damage to the Premises or any other portion of the Project arising out of the movement of any equipment, furniture or other property, shall be repaired by Tenant at its sole cost and expense.

**17. EQUIPMENT/VIBRATION:** Landlord shall have the right to prescribe the weight, size and location of all equipment, materials, furniture or other property brought into the Premises. Landlord shall also have the right to require all such items to be moved into and out of the Premises only at such times and in such manner as Landlord shall direct in writing. Movement of Tenant's property into and out of the Premises is entirely at the risk and responsibility of Tenant. Tenant shall not place a load upon any floor which exceeds the designed load per square foot or the load permitted by law. Heavy objects shall stand on such platforms as may be necessary to properly distribute the weight thereof. Business machines and mechanical equipment which cause noise or vibration that may be transmitted, felt or heard outside the Premises shall be placed and maintained by Tenant, at Tenant's expense, on vibration eliminators or other similar devices.

**18. RESTROOMS:** The restrooms, toilets, urinals, wash bowls and other bathroom and plumbing facilities and apparatus shall not be used for any purpose other than that for which they were constructed, and no foreign substances of any kind whatsoever shall be disposed of therein. All expenses of repair or replacement due to any breakage, stoppage or damage of any bathroom or plumbing facilities or related sanitary sewer lines in the Premises shall be borne exclusively by Tenant.

**19. SOLICITATION OF BUSINESS:** Tenant and Tenant's employees shall not solicit business in the Common Areas, and Tenant shall not distribute any handbills or other advertising matter in automobiles parked in the parking areas or in other Common Areas, nor shall Tenant display any merchandise or conduct any sales outside the Premises.

**20. FIRE SALES, AUCTIONS, ETC. PROHIBITED:** Tenant shall not conduct within or from the Premises any fire, auction, bankruptcy, "going-out-of-business", "lost-our-lease", or similar sales, and shall not advertise the same on the Premises, or operate within the Premises a "wholesale", "factory outlet" or "second-hand" store, or any store conducted in whole or principally for the sale of second-hand goods, surplus articles, insurance salvage stock, fire-sale stock or bankruptcy stock, unless the conduct of such business is a "Permitted Use".

**21. LAWFUL AND CORRECT USE:** Tenant shall not make, suffer or permit any unlawful, improper or offensive use of the Premises or permit any public or private nuisance therein. Tenant shall not make any use of the Premises which would make void or voidable, or increase the premiums for, any policy of fire or extended coverage insurance covering the Project.

July 2007

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