

## LEASE RENEWAL

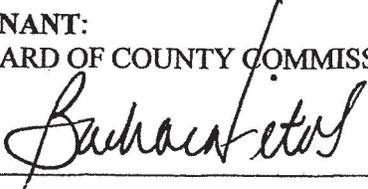
This Renewal made and entered into this 16<sup>th</sup> day of March, 2010, between OCALA SPRINGS PLAZA, LC, hereinafter referred to as "Landlord" and MARION COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "Tenant". This Renewal hereby modifies and extends that certain original Lease dated April 17, 1999 between JAMES STRINGER, President of OCALA SPRINGS SHOPPING CENTER, LC and the COUNTY OF MARION, as modified by that certain ADDENDUM dated August 17, 1999, and that certain SECOND ADDENDUM dated January 18, 2000, and as modified by that certain THIRD ADDENDUM dated February 17, 2004.

1. The Lease is extended for a five (5) year period ending January 14, 2015.
2. The monthly rental rate for years 1 through 5 shall be Two Thousand, Five Hundred Eighty and No/100 Dollars (\$2,580.00) per month, which includes all CAM and tenant's share of operating expenses. The CAM will cover any charges for water and will not be billed separately up to 10,000 gallons of usage by Tenant..
3. MARION COUNTY may extend this lease for an additional five (5) year period ending January 14, 2020, with six (6) months written notice, at a rental rate of \$13.00 per annum per square foot for years 6 through 10.
4. The monthly rental rate for years 6 through 10 shall be Two Thousand, Seven Hundred Ninety-Five and No/100 Dollars (\$2,795.00) per month, which includes all CAM and tenant's share of operating expenses. The CAM will cover any charges for water and will not be billed separately up to 10,000 gallons of usage by Tenant.
5. After two years have elapsed, Landlord or Tenant may terminate this lease upon six (6) months written notice.
6. It is expressly agreed and understood that tenant is a public entity and that all obligations assumed herein for payment of monies are expressly made subject to Tenant's appropriation of same in the budget of Marion County.

7. All other conditions specified in the original Lease will remain in full force and effect unless otherwise modified.

DATED this 16th day of March, 2010

TENANT:  
BOARD OF COUNTY COMMISSIONERS

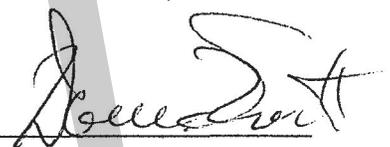
By: 

BARBARA FITOS, Chair

ATTEST: AS TO CHAIRMAN

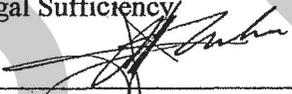
BY:   
DAVID R. ELLSPERMANN, CLERK

LANDLORD:  
OCALA SPRINGS PLAZA, LC.

By: 

DAVID W. SMITH, Manager

Approved as to Form and Legal  
Legal Sufficiency

  
County Attorney

COPY

### THIRD ADDENDUM

This Third Addendum dated this 17th day of February, 2004, between the COUNTY OF MARION and OCALA SPRINGS SHOPPING CENTER, L.C. is intended to modify that certain Lease between the COUNTY OF MARION and JAMES STRINGER, President of OCALA SPRINGS SHOPPING CENTER, L.C., dated the 17th day of August, 1999.

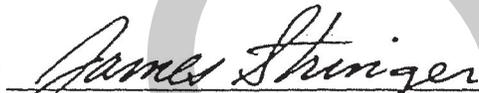
1. The Lease is extended for an additional 5 year period ending January 14, 2010, in accordance with the option contained on the Terms Page.
2. All other conditions specified in the original Lease will remain in full force and effect unless otherwise modified.

DATED this 17th day of February, 2004.

LANDLORD - OCALA SPRINGS  
SHOPPING CENTER, L.C.

CHAIRMAN, BOARD OF COUNTY  
COMMISSIONERS

BY:

  
JAMES STRINGER, President

BY:

  
ANDY KESSELRING, Chairman

ATTEST: AS TO CHAIRMAN

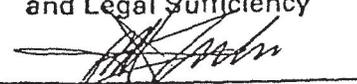
BY:

  
DAVID R. ELLSPERMANN, CLERK

11\OCALA-SPRINGS\BRCH-LSE-ADDNM-3

NJAMIN H. AYRES  
NDT, WIECHENS,  
aPEER & AYRES  
5 NE 8<sup>TH</sup> AVENUE  
CALA, FL 34470  
(352) 351-2000  
[es@benayres.com](mailto:es@benayres.com)

Approved as to Form  
and Legal Sufficiency

  
County Attorney

NORTH  
BRANCH

SECOND ADDENDUM

This Second Addendum dated this 18th day of January, 2000, between the COUNTY OF MARION and OCALA SPRINGS SHOPPING CENTER, L.C. is intended to modify that certain Lease between the COUNTY OF MARION and JAMES STRINGER, President of OCALA SPRINGS SHOPPING CENTER, L.C., dated the 17th day of August, 1999.

1. The due date for rent payments is extended to January 15, 2000.
2. All other conditions specified in the original Lease will remain in full force and effect unless otherwise modified.

DATED this 18th day of January, 2000.

LANDLORD - OCALA SPRINGS SHOPPING CENTER, L.C.

CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

BY: James Stringer  
JAMES STRINGER, President

BY: Steve Henning  
STEVE F. HENNING, Chairman

ATTEST: AS TO CHAIRMAN

BY: David R. Ellspermann  
DAVID R. ELLSPERMANN, CLERK

Approved as to Form and Legal Sufficiency

[Signature]  
County Attorney

ADDENDUM

This Addendum dated this 17th day of August, 1999, between the COUNTY OF MARION and OCALA SPRINGS SHOPPING CENTER, L.C. is intended to modify that certain Lease between the COUNTY OF MARION and JAMES STRINGER, President of OCALA SPRINGS SHOPPING CENTER, L.C., dated the 17th day of August, 1999.

1. Paragraph 5 is deleted.
2. With respect to paragraph 16, the Landlord is aware that Marion County is self-insured. "Nothing contained herein shall be deemed to be a waiver of the limitation of liability found in Florida Statute 768.28 or of any other limitations allowed by law", is added to Paragraph 16.
3. Paragraph 17 should be changed to reflect the proper hours of operation of a Tax Collector branch office, 8:30 a.m. to 4:30 p.m., Monday through Friday, except legal holidays.
4. Paragraph 20 is deleted.
5. Paragraph 25 is deleted.
6. Paragraph 42(j) is deleted.
7. Paragraph 42(u) is created to read: "It is expressly agreed and understood that tenant is a public entity and that all obligations assumed herein for payment of monies are expressly made subject to Tenant's appropriation of same in the budget of Marion County.
8. The start up date will begin on or before 120 days from the signing of the Lease.

DATED this 17th day of August, 1999.

LANDLORD - OCALA SPRINGS SHOPPING CENTER, L.C.

CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

BY: James Stringer  
JAMES STRINGER, President

BY: Parnell Townley  
PARNELL TOWNLEY, Chairman

ATTEST: AS TO CHAIRMAN

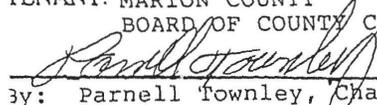
BY: David R. Ellspermann  
DAVID R. ELLSPERMANN, CLERK

Approved as to Form and Legal Sufficiency  
[Signature]  
County Attorney

EXHIBIT " " - CRITERIA FOR SMALL STORES

1. 4" concrete slab on grade.
2. Structural steel frame, bar joists and roof deck.
3. 8" concrete block on exterior perimeter walls.
4. Twenty (20) year three ply built-up roof deck.
5. Galvanized metal flashing, down spouts and gutters at rear.
6. Sidewalk at front to be 12' wide. (Or per plan)
7. Each small store space to have one 3' x 7' hollow metal door and frame with hardware at rear.
8. Partition walls between store spaces to be metal studs and gypsumboard, sanded and ready for painting.
9. Finish on floor to be exposed concrete.
10. All ceilings shall be 2' x 4' suspended acoustical tile.
11. Store front to be tempered glass and one door.
12. Electrical design criteria shall be as follows:
  - a. 250 AMP overhead main service at each shop space.
  - b. Receptacles at 15 feet on center on sales area walls.
  - c. Light fixture shall be recessed (2' x 4") (1 per 100 SF).
  - d. Toilet shall have an incandescent fixture.
  - e. A circuit is to be provided to store sign in front of each store with time clock or relay.
  - f. Additional electrical work shall be at tenant's expense.
13. Heating, ventilation and air conditioning:
  - a. HVAC system shall be sized at one (1) ton per 500 +/- square feet.
  - b. Single zone control only.
  - c. Ventilation fan for toilet area.
14. Plumbing:
  - a. Each store space 1,600 square foot or less to have toilet (1), with lavatory and tank type over 1,600 square feet to have 2 baths with toilet (1) and lavatory (1) each.
  - b. No hot water included.
  - c. Additional plumbing shall be at Tenant's expense.
15. General:
  - a. Tenant shall furnish, install and maintain fire extinguisher in accordance with Landlord's insurance underwriter's requirements, local, state and national codes; and N.F.P.A. requirements. Any additional fire protection required by Tenant's business shall also be at Tenant's expense.
  - b. No Tenant equipment permitted outside the premises or on roof except as may be specifically approved by Landlord in writing. No Roof Cuts may be made without Landlord's written approval and if approved, such cuts must be made by a qualified roofing contractor approved by Landlord. Tenant agrees to indemnify and save harmless Landlord from any charges stemming in any manner from such cuts.
  - c. Tenant agrees to supply to Landlord for his approval plans and specifications detailing improvements and/or modifications Tenant intends to make to the demised premises.

TENANT: MARION COUNTY  
BOARD OF COUNTY COMMISSIONERS

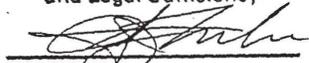
  
By: Parnell Townley, Chairman

  
David R. Ellspermann, Clerk

LANDLORD: OCALA SPRINGS SHOPPING CENTER

  
By: James Stringer, President

Approved as to Form  
and Legal Sufficiency

  
County Attorney



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## GENERAL LEASE PROVISIONS

In consideration of the rents and covenants to be performed by Tenant, Landlord hereby leases to tenant, and Tenant hereby rents from Landlord, for the Term and upon the conditions and agreements herein set forth, the Premises set forth and described on the Terms Page. The Terms Page including all items defined therein, is hereby incorporated as a part of this Lease, and Landlord and Tenant hereby further agree as follows:

### ONE - DEFINITIONS

When used in this Lease or in any Exhibit attached to this Lease, the following words or expressions have the meaning hereinafter set forth, unless the context indicates otherwise:

(a) "Additional Rent" means any and all sums of money or charges required to be paid by Tenant under this Lease (except Minimum Rent and Percentage Rent), whether or not the same are designated "Additional Rent" and whether or not the same are payable to the Landlord or otherwise, and, without deduction, abatement, set-off or compensation whatsoever. Unless otherwise specifically provided. Additional Rent is due and payable with and in addition to each monthly installment of Minimum Rent;

(b) "Common Areas", as they exist from time to time, means the parking areas, roadways, sidewalks, landscaped areas, open or closed malls, truck courts, ventilating, air-conditioning, sprinkler, plumbing and drainage equipment and installations and any enclosures constructed therefor, which do not specifically serve only one leased premise, general signs, and maintenance equipment, together with all other common areas and/or facilities and/or all equipment, and/or installations on the site which are provided or designated from time to time by Landlord for the use by or benefit of Tenant, its employees, customers and other invitees, in common with others entitled to the use or benefit of such areas and/or facilities and/or equipment and/or installation in the manner and for the purposes permitted by this Lease;

(c) "Consumer Price Index" means the Consumer Price Index for all urban consumers, U.S. city average all items (1982-84=100) issued by the U.S. Bureau of Labor Statistics. If the Consumer Price Index published by the U.S. Bureau of Labor Statistics is discontinued, the Consumer Price Index published by the U.S. Department of Commerce shall be used (with proper adjustment), and if the U.S. Department of Commerce Index is discontinued, then the Landlord and Tenant shall, in good faith, agree on a suitable substitute.

(d) "Gross Leasable Area" means the area expressed in square feet as computed by Landlord, of the floor of the Premises, measured from the exterior face of all exterior walls, doors and windows separating such premises from the Common Areas and the center line of all interior walls separating such premises from adjoining leasable premises. The Gross Leasable Area includes all interior space whether or not occupied by projections, structures or columns, structural or non-structural, and where a store front is recessed from the lease line, the area for such recess forms part of the Gross Leasable Area of the Premises;

(e) "Gross Leasable Area of the Shopping Center" means the aggregate of individual Gross Leasable Areas of all leased premises or of all leasable premises within the Shopping Center, as computed by Landlord, including (i) areas occupied by any freestanding buildings and kiosks and (ii) areas reserved for community services or public or religious services;

(f) "Gross Sales" means the actual sales price, whether wholly or partially for cash or on credit, of all merchandise and services, and all other receipts of all business conducted in or from the Premises, including telephone sales, all deposits not refunded to purchasers, and orders taken in or from the Premises although said orders may be filled elsewhere. Sales by any subleasee, concessionaire or licensee in or from the Premises shall be treated as if the sales were made by Tenant. There shall be excluded from "gross sales"; (i) any sum collected on claims against transportation companies or carriers; (ii) the selling price of goods which are delivered in exchange for goods returned, or the selling price of goods returned without exchange; (iii) the value of merchandise returned to the manufacturer, vendor or shipper or transferred from the Premises to another store operated by the tenant or

any affiliate of Tenant; (iv) any sales tax or similar tax imposed by any governmental authority (but not a so-called "chain store" tax); (v) any sale or transfer of all, or a substantial part, of the stock of merchandise or business of Tenant, (vi) any money received from any insurance or indemnity company or companies because of any loss, damage or destruction of or to the merchandise of Tenant or fixtures or equipment at the Premises, or for business interruption; (vii) any sum or sums received for fitting, alteration, repairs or delivery charges, where such charges are in addition to the charge for the article sold; (viii) financing charges added to the customers' bills where credit is extended. Each sale on credit shall be treated as a sale for the full price in the month during which such sale is made, irrespective of the time when Tenant receives payment (whether full or partial) made, irrespective of the time when Tenant receives payment (whether full or partial) from its customers. Landlord shall keep sales figures as furnished by Tenant confidential except that Landlord may reveal such figures to any mortgagee or prospective mortgagee, encumbrancer or purchaser of the Shopping Center. Tenant shall furnish to Landlord, within 20 days after the end of each month, an unaudited statement of the amount of gross Sales made during the preceding month, in or about the Premises, and Tenant shall also furnish to Landlord a copy of the Florida Department of Revenue Sales tax report;

(g) "Landlord's Interest Rate" means an interest rate two percentage points above the rate announced or published from time to time by The Chase Manhattan Bank, N.A., New York, as its "prime rate";

(h) "Landlord's work" means the work to be done by Landlord in the construction of the Premises, as shown on Exhibit "c";

(i) "Lease Year" means a period of time, the first "Lease Year" being the period beginning on the commencement Date and expiring on the last day of the twelfth full calendar month thereafter. Any subsequent "Lease Year" shall mean a period of 12 calendar months commencing on the first day of the month following the expiration of the first "Lease Year" or any anniversary thereof. Landlord may at any time during the Term change the Lease Year, provided however that no such change of the Lease Year shall be deemed to lengthen or shorten the term of this Lease;

(j) "Mortgage" means any deed of trust or deed to secure debt and the lien resulting from any other method of Landlord's financing or refinancing;

(k) "Operating expenses" shall mean all costs of management, operating, maintenance and replacement of the Shopping Center, and improvements thereon and appurtenances thereto, all accrued and based on a calendar year period as determined by generally accepted accounting principles, including by way of illustration but not limitation: Real Estate Taxes and personal property taxes (in addition to those payable by Tenant pursuant to Paragraph TWENTY-SEVEN hereof); assessments and governmental charges; telephone, electricity, gas, water, sewerage and other utility charges; premiums of public liability insurance, rental and property damage insurance, janitorial sweeping and cleaning services; license, permit and inspection fees; heating and cooling (if any, but not of Leased Premises); maintenance and repair; general operation and maintenance costs and expense; costs of resurfacing, repainting and restriping; policing, purchase, construction and maintenance of refuse receptacles; planting and re-landscaping, directional signs and other markers; lighting; the operation and maintenance of Center signs; fire protection and fire hydrant charges; security services and allowance to Landlord for Landlord's supervision of maintenance and operation of the Common Areas in an amount equal to 15% of the Operating Expenses; all labor and supplies required by the foregoing; and all other costs necessary in Landlord's judgment for the reasonable maintenance, repair, replacement and operation of the Common Areas and the roof and exterior walls of the shopping Center, and labor and supplies; excluding, however depreciation, capital expenditures, costs of building alterations or additions and commissions paid for Leasing.

(l) "Proportionate Share" means a fraction which has as its numerator, the Gross Leasable Area of the Premises, and as its denominator, the Gross Leasable Area of the Shopping center; and

(m) "Real Estate Taxes" means any and all taxes, rates, assessments and impositions, general and special, levied or imposed with respect to the Shopping Center buildings (including any accessories and improvements therein or thereto) and the land, or either of them or any part of them, including all such taxes levied or imposed for schools,

public betterment, general or local improvements; and including all taxes, rates, assessments and impositions of every nature levied or imposed instead of or in replacement of any of the foregoing; or in addition to any of the foregoing where the intent or effect of such additions to effect an imposition on property. Any expenses incurred by Landlord in obtaining or attempting to obtain or negotiating a reduction of any Real estate taxes (including any interest due on such Real Estate Taxes or on monies used to pay such Real estate taxes), shall be added to and included in the amount of any such Real Estate Taxes. Landlord shall have no obligation to contest, object to or litigate the levying or imposition of any taxes and may settle, compromise, consent to, waive or otherwise determine in its discretion any Real Estate taxes without the consent or approval of the Tenant. If any taxing authority shall at any time and from time to time eliminate any rate assessment, tax or charge so eliminated from the taxes is not replaced by another form of levy or tax imposed by a taxing authority against the Landlord because the latter should own the Shopping Center, then the same charge shall be eliminated from any such tax.

## TWO - TERM

The term of this Lease shall be as indicated on the Terms Page and Tenant's obligation to pay rent hereunder shall commence on the Commencement Date indicated therein.

## THREE - MINIMUM RENT

Tenant agrees to pay to Landlord during the Term of this Lease, at Landlord's address as set for the on the Terms Page, or to such other person or to such other place as Landlord may direct from time to time by written notice, Minimum Rent by paying the Payment Per Month, as indicated on the Terms Page, in advance on or before the first day of each calendar month during the term, without offset, deduction, demand or notice of any kind or for any reason, it being agreed that the foregoing covenant to pay rent is independent of any other covenant herein contained. If the Term shall commence on a date other than the first day of the calendar month, the Payment Per Month as indicated on the Terms Page, shall be prorated on a per diem basis with respect to such fractional calendar month and shall be paid on the date rent is first due hereunder.

## FOUR - PERCENTAGE RENT

~~—(a) In addition to the Minimum Rent, Tenant shall pay a sum equal to the Percentage Rent as indicated on the terms Page. For the purposes of determining Percentage Rent, each Lease Year during the term hereof shall be considered as an independent accounting period and the amount of gross Sales in any Lease Year shall not be carried over into any other Lease Year. If any Lease Year or period for which percentage rent is due is less than 12 months, then the amount of Gross Sales provided in this Paragraph will be proportionately reduced.~~

## PAYMENTS

~~—(b) The Percentage Rent, if any, payable hereunder, shall be paid to the Landlord on a cumulative basis, in quarterly installments, in arrears, on or before the 20th day following the end of each three-month period or quarter of the Lease Year, the first of which installments shall be due and payable on or before the 20th day after the expiration of the first quarter of the first Lease Year, and thereafter on or before the 30th day after the end of each successive quarter.~~

~~— If during any Lease Year, Tenant has paid to the Landlord an amount of Percentage Rent greater than the Percentage Rent it is in fact obligated to pay for the Lease Year as determined in this Paragraph, the excess so determined shall be applied against the next Percentage Rent due to Landlord, except that if there be any unused excess at the expiration or termination of the term, the sum of such unused excess shall be immediately paid by Landlord to Tenant. If Tenant has paid to Landlord an amount of Percentage Rent less than Tenant is required to pay, Tenant shall, after notice from Landlord, immediately pay the difference to Landlord.~~

## BUSINESS RECORDS

~~(c) Tenant shall keep in the Premises (or at a location in the vicinity of the Premises made known to the Landlord by Tenant) for a period of three (3) consecutive years following the end of each Lease Year, a complete and accurate record of all gross sales and all revenue derived from business conducted at, in, from and upon the Premises for such Lease Year. Tenant further agrees to keep for at least two (2) years after the expiration of each Lease Year, all original sales records and sales slips or sales checks and other pertinent original sales records. Accurate non-resettable cash registers or other modern computerized system shall be installed, kept and used by tenant within the Premises, which shall record and preserve, in complete detail, all items making up Gross sales. All such records, including sales tax reports, business and occupation tax reports and all other records and books kept by tenant in relation to the business conducted at, in, from and upon the Premises shall be open to inspection and audit of Landlord and its agents at all reasonable times during ordinary business hours. Tenant shall submit to Landlord on or before the thirtieth (30) day following the end of each Lease Year at the place then fixed for the payment of rent, a complete audited statement made and certified by a Certified Public accountant and also certified by a duly authorized officer of Tenant showing accurately in reasonable detail the amount of Gross Sales made by Tenant, and its subleasees, concessionaires, or licensees, if any, upon and within the Premises during the preceding Lease Year or fractional Lease Year, and shall submit on or before the thirtieth (30th) day following the expiration or termination of the Term a like statement covering the preceding Lease Year, or fractional Lease Year. The receipt by Landlord of any statement or any payment of Percentage Rent for any period or the failure of Landlord to make an audit for said period shall not bind Landlord as to the correctness of the statement or the payment, nor bar Landlord from collecting at any time thereafter the correct percentage rent due for said period. If any audit by Landlord or its agents of tenant's records shall reveal a deficiency in any payment of percentage rent, Tenant shall forthwith pay to Landlord the amount of the deficiency together with the reasonable cost of such audit. If the audit shows that Tenant understated Gross Sales by more than two percent (2%), Landlord shall have the right to terminate and cancel this Lease, in which event the remedial options of the Landlord hereunder would apply.~~

## FIVE - LATE CHARGE

Tenant recognizes that late payment of any rent or other sum due hereunder will result in administrative expense to Landlord, the extent of which additional expense is extremely difficult and economically impractical to ascertain. Tenant therefore agrees that if rent or any other sum is due and payable pursuant to this Lease, and when such amount remains due and unpaid 5 days after said amount is due, such amount shall be increased by a late charge in an amount equal to: (1) \$50.00 plus (b) \$5.00 per day for each day after said 5 day period. The amount of the late charge to be paid by Tenant shall be reassessed and added to Tenant's obligation for each successive monthly period until paid. the provisions of this Paragraph in no way relieve Tenant of the obligation to pay rent or other payments on or before the date on which they are due, nor do the terms of this Paragraph in any way affect Landlord's remedies under this Lease in the event said rent or other payment is unpaid after the date due. Any Tenant Payment which is paid by check will be subject to bank clearance. If any such check is not honored by the bank upon which it is drawn, same shall be treated as if never paid to Landlord and Landlord, without prejudice to its right to declare Tenant in default for non-payment, shall have the right to charge Tenant a dishonored check fee of one (1%) percent of the amount of the check, or twenty-five (\$25.00) Dollars, whichever is greater, in addition to the late charge and any interest required hereunder as a result of tenant's failure to timely pay any rent or other sums due. Furthermore, if any rent or other sums due is paid by check and the check is not honored, thereafter Landlord will have the right, upon written notice to Tenant, to require Tenant to pay all future rental payments to Landlord in cash or by cashier's check, and Tenant shall be thereafter required to do so unless and until Landlord agrees to the contrary in writing.

## SIX - COMPLETION

Landlord may at any time prior to the commencement of Landlord's Work (which describes the minimum construction requirements to be provided by the Landlord to the Tenant), return to tenant any prepaid rental and notify tenant that Landlord does not propose to proceed with the construction of the Shopping Center; the decision of the Landlord herein shall be in its sole discretion and the exercise by Landlord of such discretion shall not be

subject to review. Should Landlord give such notice to the Tenant, then as and from the giving of such notice this Lease shall be void and of no further effect and Landlord shall have no liability whatsoever to the Tenant.

#### SEVEN - USE OF THE PREMISES

Tenant shall comply with all law, rules and regulations of Landlord and all governmental authorities respecting the use of and operations and activities on or about the Premises and common areas, and shall not make, suffer or permit any unlawful, improper, objectionable or immoral use of such Premises or Common Areas or permit any nuisance thereon. Tenant shall not make any use of the Premises or Common Areas which would make void or voidable any policy of fire or extended coverage insurance covering any of the Shopping Center buildings, and by reason of any use by Tenant of the Premises or Common Areas or the keeping by Tenant of any item or material in the Premises. If for any reason caused by the Tenant the hazard insurance premiums on policies maintained by Landlord shall be increased over normal rates for retail stores in the Shopping Center, the amount of the increase in the premium shall be paid to Landlord by Tenant on demand. Tenant shall keep sidewalks and alleys adjoining the Premises clean and free from rubbish, and shall store all trash and garbage within the Premises, and shall arrange for the regular pickup of trash and garbage. Tenant shall not burn any trash of any kind in or about the Premises or Common Areas, nor shall Tenant permit rubbish, refuse or garbage to accumulate or any fire or health hazard to exist in or about the Premises. Tenant shall not be permitted to use banners, flashing lights or flashing lighted signs. Tenant shall not display any merchandise or install any showcases or other obstructions on the outside of the Premises or in any lobby passageway adjoining the same that will extend beyond the lease line of the Premises, nor shall Tenant maintain any loudspeaker device or any noise-making device in such a manner as to be audible to anyone not within the Premises. No radio or television aerial or other similar device shall be installed without first obtaining in each instance the Landlord's consent in writing. Tenant shall not use the Common Areas for solicitations, demonstrations, or other nuisances or itinerant vending, or any activities inconsistent with reasonable standards of good shopping center practice. Tenant shall maintain its show windows in a neat and clean condition and have the same, together with exterior signs and any interior advertising displays, adequately illuminated continuously from dusk until at least 11:00 o'clock p.m. (excluding sundays and national holidays).

Tenant agrees that it will not use the name or identifying marks of the Shopping Center in connection with the conduct of any business except the business conducted on the Premises and if the corporate or trade name of Tenant includes any word or name similar to the name of the Shopping Center, Tenant will, immediately upon discontinuance of business in the Premises, cause the name to be changed so as to eliminate such word or name. Tenant agrees that it will use the name insignia or other identifying mark of the Shopping Center designated by Landlord in Tenant's printed and visual advertising and make reference to the name of the Shopping Center in audio advertising to the extent that it is feasible to do so.

#### EIGHT - ACCEPTANCE OF PREMISES; AND MAINTENANCE

After Tenant opens for business in the Premises, it shall have no legal or equitable remedy based either upon a claim that Landlord failed to deliver possession in accordance with the terms of this Lease or based on a claim that the size, location, or services areas, sidewalks, parking or other Common Areas were not completed or furnished in accordance with the terms of this Lease. If after Tenant's opening for business and during the Term hereof, Landlord should default under any of its lease obligations, Tenant shall have such rights at law or equity to which it may be entitled except that Tenant hereby waives any right to cancel or terminate this Lease or seek a diminution of rent unless such right is expressly reserved to Tenant under the terms of this Lease. Upon the opening of the Premises for business, Tenant shall be deemed to have certified to the Landlord, to the holder of any Mortgage encumbering all or part of the Shopping Center and to any purchaser that the premises have been delivered to it in accordance with the terms of this Lease and that Possession has been accepted by tenant and that the Term of this Lease and the obligation to pay rent has commenced and that the Premises and all other portions of the Shopping Center have been completed in accordance with the requirements of this Lease, and that there is not then any offset against rentals or violation of the Lease terms on the part of the Landlord. From and after the time Tenant opens for business in the Premises, Landlord shall have no obligation to make any repairs, improvements or alterations

whatsoever to the Premises; except that Landlord, shall subject to the provisions of paragraph THIRTY-TWO, maintain in good and substantial repair during the Lease Term the exterior of the Premises (the roof and exterior walls, but not glass, plate glass, doors or special store fronts), unless the damage thereto is caused by the act, neglect, omission or fault of tenant, its agents, servants, employees, invitees, or customers (including such damage caused by burglary or attempted burglary) in which event Tenant shall be responsible therefore. Tenant waives the right to make repairs at Landlord's expense under any law, statute or ordinance now or hereafter in effect. Tenant shall, at its own expense, service, keep and maintain the Premises, including, but not limited to, all plumbing, wiring, piping, floors and floor coverings, fixtures, doors, interior walls, equipment and appurtenances (including sprinklers in or about the Premises), in good condition and repair during the entire term of this Lease and shall replace all glass in windows or doors damaged or broken during the Lease Term. The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be deposited therein. The expense of any breakage, stoppage or damage resulting from a violation of this provision shall be borne by tenant. Tenant agrees to make repairs of such promptly as they shall be needed and at its own expense. Tenant shall initiate and carry out a program of regular maintenance and repair for the Demised Premises, including the painting or decorating of all areas of the interior and the storefront, so as to impede, to the extent possible, deterioration by ordinary wear and tear and to keep the Demised Premises in a first class, clean, neat and attractive condition. (Notwithstanding the foregoing, upon written notice to Tenant, Landlord may assume the responsibility for maintenance of Tenant's storefront as a Common Expense, and in that event, Tenant shall not maintain the storefront and Landlord will be responsible for such maintenance until Landlord further notifies Tenant to the contrary.)

The heating, ventilating and air-conditioning system installed in the Premises shall be operated, maintained and, if needed, replaced by the Tenant at its own expense. Tenant agrees to provide Landlord with a copy of the maintenance contract by a licensed HVAC contractor which is required by the Landlord. Landlord hereby assigns to Tenant the heating, ventilating and air-conditioning warranty issued by the manufacturer.

If Tenant shall fail, refuse or neglect to make repairs in accordance with the terms and provisions of this Lease, or if Landlord is required to make any repairs by reason of any act, omission or negligence of Tenant, or a subtenant, or licensee of Tenant, or their respective employees, agents, customers, invitees or contractors, Landlord shall have the right, at its option, to make such repairs on behalf of and for the account of Tenant and to enter upon the Demised Premises for such purposes, and add the cost and expense thereof to the next Minimum Rent Payment due Landlord and Tenant agrees to pay such amount as an additional rental Payment hereunder with any applicable sales tax. Nothing contained in this paragraph shall be deemed to impose any duty upon Landlord, or affect in any manner the obligations assumed by Tenant hereunder, or constitute a waiver on the part of Landlord of Tenant's default in failing to make the repair.

#### NINE - ASSIGNMENT AND SUBLETTING

Tenant shall not have the right to assign, mortgage, pledge or encumber this Lease or sublet or suffer or permit the Premises or any part thereof to be used by others without prior written consent of Landlord in each instance. If Tenant is a corporation, any transfer, sale or other disposition of the controlling stock of 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. Landlord consents to transfer of this Lease to a wholly-owned subsidiary of tenant provided that tenant shall remain jointly and severally liable with any such subsidiary or subsidiaries for the performance of Tenant's covenants hereunder.

If this Lease is assigned or if the Premises or any part thereof by sublet or occupied by anyone other than Tenant without the express written consent of Landlord, Landlord may collect from the assignee, subtenant or occupant and apply the net amount collected to all rent therein reserved, but no assignment, subletting, occupancy or collection shall be deemed a waiver of the covenants contained in this Paragraph NINE or the acceptance of the assignee, subtenant or occupant as Tenant or a release of the performance of the covenants on Tenant's part herein contained.

In the event the Landlord's written consent is given to an assignment or subletting, the Tenant and any Guarantor(s) shall nevertheless remain directly and primarily liable for the payment of rents herein specified and the performance of all other covenants and conditions hereof. If Landlord shall consent to an assignment or sublease of this Lease, no further or additional assignments or subleases may be made without the prior written consent of Landlord.

#### TEN - UTILITIES AND IMPACT FEES

Tenant shall promptly pay all charges when due for utilities furnished to the Premises, including water, gas, electricity, sewer, telephone and any other utility services and all utility taxes levied in connection with utilities used on the Premises, including connection fees, water meter fees.

#### ELEVEN - PARKING AND COMMON AREAS

Subject to the prompt payment by Tenant of its obligations hereunder, Tenant shall have, in addition to the Premises, the non-exclusive use in common with the Landlord, other tenants, their guests, employees and invitees of the Common Areas.

The Common Areas shall be subject to the exclusive control and management of Landlord and Landlord shall have the right to establish, modify, change and enforce rules and regulations with respect to the Common Areas so long as such rules are not discriminatory against Tenant and Tenant agrees to abide by and conform with such rules and regulations. Tenant agrees that it and its officers and employees will park their automobiles only in such areas as Landlord from time to time designates for employee parking, which areas may be within or without the Shopping Center. Tenant agrees that it will, within 5 days after written request therefore by Landlord, furnish Landlord with the state automobile license numbers assigned to its cars and the cars of all its employees. Tenant shall not park any truck or delivery vehicles in the parking areas, nor permit delivery of merchandise at any place other than that designated by Landlord. If any vehicle of Tenant or any concessionaire or any of its respective officers, agents or employees while conducting business on or about the premises, is parked in any part of the Shopping Center other than the employee parking areas, Tenant hereby authorizes Landlord to engage a towing service to remove such vehicle at Tenant's expense.

If the event it is deemed necessary to prevent the acquisition of public rights, Landlord may from time to time temporarily close portions of the Common Area, and may erect private boundary markers and or take other steps as deemed appropriate and such will not constitute an eviction or disturbance of Tenant's quiet possession of the Premises.

#### TWELVE - FIXTURES, SIGNS AND ALTERATION

All fixtures installed by Tenant shall be new or completely reconditioned. Tenant shall not make or cause to be made any alteration, additions or improvements to the Premises, or install or cause to be installed any exterior lighting, or plumbing fixtures or electrical changes, or make changes to the store front without first obtaining Landlord's written approval and consent. Tenant shall present to the Landlord plans and specifications for such work at the time approval is sought, and prior to the execution of such work.

All improvements, additions or fixtures (other than trade fixtures not permanently affixed to the realty that may be made or installed on the Premises by either party including floor coverings cemented or otherwise affixed to the floor, shall be the property of Landlord with title to the same hereby passing to Landlord under this Lease as by a bill of sale, subject to the right of Landlord to require Tenant to remove same pursuant to Paragraph THIRTY herein.

Tenant shall not make any structural alterations in or additions to the Premise. If structural alterations become necessary because of the application of laws or ordinances or of the directions, rules or regulations of any regulatory body to the business carried on by Tenant or because of any act or default on the part of Tenant or

because Tenant has overloaded any electrical or other facility, Tenant shall make structural alterations at its own cost and expense after first obtaining Landlord's written approval of plans and specifications and furnishing such indemnification against liens, costs, damages and expenses as Landlord may reasonably require. Landlord may at its option effect all structural repairs at the expense of Tenant.

Tenant shall not place or suffer to be placed or maintained on any exterior door, roof, wall or window of the Premises any sign, awning or canopy, or advertising matter or other thing of any kind, and will not place or maintain any decoration, lettering or advertising matter on the glass of any window or door of the Premises without first obtaining Landlord's written approval and consent. Tenant further agrees to maintain such sign, awning, canopy, decoration, lettering, advertising matter or other thing as may be approved in good condition and repair at all times and to remove the same at the end of the term if requested by Landlord to do so. Upon removal thereof, Tenant agrees to repair any damage to the premises or exterior store front caused by such installation.

Signs shall be installed on the canopy face and under canopy soffit in accordance with Landlord's requirements found in Exhibit "E". The under canopy sign may be supplied by the Landlord, and Tenant hereby agrees to reimburse Landlord for the cost of said under canopy sign.

All signs must be submitted in shop drawing form to Landlord for approval as to type, size, color and design prior to fabrication, and shall conform to the sign criteria described in Exhibit "E". Landlord's approval shall not unreasonably be withheld for any such signs. ALL PERMANENT SIGNS SHALL BE INSTALLED WITHIN 30 DAYS OF COMMENCEMENT OF THIS LEASE. TENANT'S FAILURE TO HAVE PERMANENT SIGNS INSTALLED WITHIN 30 DAYS SHALL BE DEEMED A DEFAULT OF THIS LEASE.

#### THIRTEEN - INDEMNITY AGAINST LIENS

Tenant agrees that it will make payments when due of all costs and expenses incurred in carrying out its agreements herein and of all costs and expenses of any repairs, constructions, or installations which are the responsibility of tenant and all liabilities incurred by Tenant or claimed or charged against the Premises, and tenant shall promptly pay or otherwise discharge any and all claims, expenses and liens, including any mechanics', materialmen's and labors' liens asserted or claimed against the Premises or any part thereof. In no event shall Landlord or any of the Landlord's property be liable for or chargeable with any expense or lien for work, labor or materials used in the Premises or in any improvement or change thereof made at the request of, or upon the order of, or to discharge the obligation of Tenant. In the event Tenant shall not, within 210 days following the imposition of any such claim or lien, cause the same to be released of record, Landlord shall have the right to pay such claim or lien and be repaid as provided in Paragraph TWENTY-TWO hereof.

#### FOURTEEN - DESTRUCTION OF PREMISES

(a) If the Premises shall be partially or totally destroyed by fire or other casualty insured under full standard extended risk insurance so as to become partially or totally untenable, the same shall be repaired or rebuilt as speedily as practical under the circumstances at the expense of Landlord, unless Landlord elects not to repair or rebuild as provided in Subparagraph (b) of this Paragraph FOURTEEN, and during the period required for restoration, a just and proportionate part of Minimum Rent shall be abated until the Premises are repaired or rebuilt.

(b) If the Premises are (i) rendered totally untenable by reason of such occurrence; or (ii) damaged or destroyed during the last three (3) years of the term, or (iii) damaged or destroyed as a result of a risk which is not insurable under full standard extended risk insurance; or (v) if the other buildings or Common Areas in the Shopping Center are damaged to such an extent that the Shopping Center cannot, in the sole judgment of the Landlord, be operated economically as an integral unit, then in any such event Landlord may at its option terminate this Lease by notice in writing to tenant given within 60 days after the date of such occurrence. Unless Landlord gives such notice, this Lease shall remain in full force and effect and Landlord shall repair such damage at its expense as expeditiously as possible under the circumstances.

(c) Nothing in this Paragraph shall be construed to permit an abatement of Percentage Rent. During any period in which Minimum Rent is abated, the amount of Gross Sales used as a basis for the computation of Percentage Rent shall be proportionately reduced.

(d) If Landlord should elect or be obligated to repair or rebuild because of any damage or destruction, Landlord's obligation shall be limited to the basic building and any other work or improvements which may have been originally performed or installed at Landlord's expense and described as Landlord's work. If the cost of performing Landlord's obligation exceeds the actual proceeds of insurance paid to Landlord on account of such casualty, Landlord may at its option terminate this Lease. Tenant shall replace all work and improvements originally installed or performed by Tenant at its expense.

#### FIFTEEN - CONDEMNATION

(a) If title to all of the Premises is taken for any public or quasi-public use by eminent domain or by private purchase in lieu thereof, or if title to so much of the Premises is so taken that a reasonable amount of reconstruction thereof will not result, in the sole judgment of Landlord, in the Premises being a practical improvement and reasonably suitable for use for the purpose for which the Premises are leased, then, in either event, this Lease shall terminate on the date that title vests in the condemning authority.

(b) If title to any substantial part of the Shopping Center is taken for any public or quasi-public use by eminent domain or by private purchase in lieu thereof and regardless of whether the Premises or any part thereof are so taken, Landlord shall have the right, at its sole option, to terminate this Lease on the date that title vests in the condemning authority.

(c) If this Lease is terminated under the provisions of this Paragraph FIFTEEN, rent shall be apportioned and adjusted as of the date of termination. Tenant shall have no claim for the value of its leasehold estate or for the value of the unexpired Term of the Lease, or for any other matter whether same be of a direct or consequential nature.

(d) If there is a partial taking of the Premises or the Shopping Center and this lease is not terminated under the provisions of this Paragraph FIFTEEN, then this Lease shall remain in full force and effect, and Landlord shall, within a reasonable time thereafter, repair and restore the remaining portion of the Premises to the extent necessary to render the same reasonably suitable for the purposes for which the Premises were leased, and shall repair or reconstruct the remaining portion of the Shopping Center to the extent necessary to make the same a complete architectural unit; provided that such work shall not exceed the scope of the work required to be done by Landlord in originally constructing such buildings and the cost thereof shall not exceed the proceeds of the condemnation award paid to Landlord.

(e) All compensation awarded or paid upon a total or partial taking of the Premises or of the Shopping Center shall belong to and be the property of the Landlord without any participation by Tenant. Nothing herein shall be construed to preclude Tenant from prosecuting any claim directly against the condemning authority for loss of business, damage, 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 Landlord's award.

(f) After any partial taking of the Premises which does not result in a termination of this Lease, Minimum Rent for remainder of the Term shall be reduced by the same percentage as the ground floor area of the space taken bears to the ground floor area of the entire Premises, and the sales base used in computation of Percentage Rent shall be proportionately reduced.

#### SIXTEEN - INSURANCE

Landlord shall not be liable to Tenant or any other person for any damage or injury caused to any person or property by reason of the failure of Landlord to perform any of its covenants or agreements hereunder, or for such

damage or injury caused by reason of any defect in the Premises now or in the future existing or for any damage or injury caused by any present or future defect in the plumbing, wiring or piping in any part of the Shopping Center or any part of the premises, or for any damage arising from acts, omissions or negligence of tenants or occupants of the Shopping Center, Tenant agrees to indemnify and save harmless Landlord from and against any and all loss, damage, claim, demand, liability or expense by reason of any damage or injury to property or person which may be claimed to have arisen as a result of or in connection with the occupancy or use of said Premises by tenant. Tenant shall, at its expense, provide and maintain in force during the entire Lease Term (i) public liability insurance with limits of coverage of not less than \$1,500,000.00 for property damage loss from one accident, and not less than \$1,000,000.00 for personal injury from one accident, and not less than \$500,000.00 for injury to any one person from any one accident; (ii) plate glass insurance providing full coverage for replacement of destroyed or damaged plate glass in or on the Premises and; (iii) tenant leasehold improvement and property insurance covering all the items included in tenant's work, Tenant's leasehold improvements, the heating and air conditioning equipment serving the Demised Premises, and all trade fixtures, furniture, decorations, equipment, inventory, merchandise and personal property from time to time in, on or upon the Demised Premises, and alterations, additions or changes made by tenant, in an amount not less than one hundred (100%) percent of their replacement cost from time to time during the Term, providing protection against perils included within a standard Florida form of fire and extended coverage insurance policy, together with insurance against sprinkler damage (if sprinklers are installed), vandalism, theft, and malicious mischief. Any policy proceeds from such Tenant leasehold insurance shall be held in trust by a bank or other corporate trustee selected by Landlord for the repair, restoration, reconstruction or replacement of the property damaged or destroyed unless this Lease shall cease and terminate as hereinafter provided. During the performance of tenant's Work, such insurance shall include builder's risk insurance where appropriate.

All Tenant policies of insurance provided for in this Paragraph shall be issued in form and by an insurance company acceptable to Landlord and qualified to do business in the State of Florida. Each and every such policy:

(a) shall be issued in the names of Landlord and its agents and managers, Tenant, any mortgagee of the Center and any other parties in interest from time to time designated in writing by notice from Landlord to tenant, all as additional insureds;

(b) shall be for the mutual and joint benefit and protection of Landlord and Tenant and any such other parties in interest;

(c) shall (or a certificate thereof shall) be delivered to Landlord and any such other party in interest upon or before delivery of possession of the Premises to tenant and thereafter within thirty (30) days prior to the expiration of each such policy, and, as often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant in like manner and to like extent.

(d) shall contain a provision that the insurer will give to Landlord and such other parties in interest at least thirty (30) days notice in writing in advance of any cancellation, termination or lapse, or the effective date of any reduction in the amounts of insurance;

(e) shall be written as a primary policy which does not contribute to and is not in excess of coverage which Landlord may carry, and

(f) shall contain a provision that Landlord and any such other parties in interest, although named as an insured, shall nevertheless be entitled to recover under said policies for any loss occasioned to it, its servants, agents and employees by reason of the negligence of Tenant.

Landlord shall maintain during the term hereof, hazard insurance as to the Shopping Center in amounts not less than as required by any mortgagee of Landlord.

## SEVENTEEN - USE, NAME AND BUSINESS OPERATION

Tenant shall use the Demised Premises solely for the purpose specified on the Terms Page and for no other purpose or purposes and for no other use or uses. Tenant shall operate the Demised Premises solely under the trade name specified on the Terms Page. Tenant's permitted use shall be nonexclusive in nature and Landlord shall have the right to allow other tenants to engage in the same or similar uses within the Center. If no trade name is specified on the Term Page, then Tenant shall operate the Demised Premises solely under a trade name approved by Landlord in writing, which approval will not be unreasonable withheld. Tenant shall not use or permit the Demised Premises to be used for any other purpose or purposes or under any other trade name without the prior written consent of Landlord, which consent may be granted or withheld in Landlord's sole reasonable discretion. Tenant shall, at its expense, procure any and all governmental licenses and permits, including, without limitation, sign permits required for the conduct of Tenant's business on the Demised Premises and shall at all times comply with the requirements of each such license and permit. Landlord does not represent or warrant that it will obtain for tenant, or that Tenant will be able to obtain, any license or permit.

Tenant agrees to open the entire Premises for business on the Commencement Date and thereafter during the Term of this Lease continuously use all the Premises for the Use stated in this Lease, carrying on therein Tenant's business undertaking in a diligent manner. Tenant shall maintain on the Premises a substantial stock of goods and equipment to assure successful operation of Tenant's business. Subject to any applicable laws and ordinances relating to the conduct of its business in the Premises Tenant agrees to maintain and conduct its business continuously in the Premises throughout the Term and remain open to the public at least during the hours between 10:00 a.m. continuously through 8:00 p.m. on Monday through Saturday and between 12:00 noon continuously through 5:00 p.m. on Sunday throughout the entire year, except, however, only during such times or hours as Tenant may be prevented from conducting its business due to strikes, agreements with labor unions, acts of God, or causes beyond the control of the Tenant. No auction, fire or bankruptcy sales may be conducted in the Premises without the prior written consent of Landlord. Tenant shall not divert elsewhere any trade, commerce or business which ordinarily would be transacted by Tenant in or from the Premises. Without the prior written consent of the Landlord, Tenant shall not at any time conduct on the Premises the type of business which is commonly referred to as a "second hand" store, consignment shop, army, navy or governmental "surplus" store. During the Term of this Lease neither Tenant nor any person, firm or corporation with which it is affiliated or which are controlled by it or which it controls shall conduct the same or similar business within a radius of 5 miles from the outside boundary of the Shopping Center.

## EIGHTEEN - RIGHTS RESERVED TO LANDLORD

Landlord expressly reserves the following rights:

- (a) To enter the Premises at reasonable times to examine, or to make such repairs, additions or alterations as it may deem necessary for the safety, improvement or prevention thereof, or of the building in which the Premises are located, but Landlord assumes no obligation to make repairs to said Premises or said building than as expressly stated in this Lease;
- (b) To enter the Premises to show said Premises to prospective purchases, mortgages or tenants, and display a notice or "for rent" sign at any time within three (3) months prior to the expiration or sooner termination of this Lease, and to maintain the same as placed; and
- (c) During or after the time Tenant should abandon or vacate the Premises or otherwise default hereunder, to enter and decorate, remodel, repair, alter or otherwise prepare the Premises for re-occupancy. The exercise of any reserved right by Landlord shall never be deemed an eviction or disturbance of Tenant's use and possession of the Premises and shall never render Landlord liable in any manner to Tenant or to any other person. Tenant shall permit Landlord and its designees to rect, use maintain and repair, conduits, plumbing, vents, wires, and equipment, into and through the Premises. All such work and installations shall be done, so far as practical, so as not unreasonably interfere with Tenant's use of the Premises.

(d) Upon thirty (30) days notice to Tenant, to change the name or street address of the Center without liability to Tenant;

(e) To grant to anyone the exclusive right to conduct any particular business or undertaking in the Center, so long as any such exclusive right does not prohibit the use set forth on the Terms Page.

(f) To make such changes, alterations, additions, deletions, renovations and decorations to the Center as Landlord deems desirable in its sole discretion.

#### NINETEEN - DEFAULT

The following events shall be deemed to be events of default by Tenant under this Lease:

(1) Tenant shall fail to pay when due any sum of money becoming due to be paid to Landlord hereunder, whether such sum be any installment of Minimum Rent or Percentage Rent hereby reserved or any other amount treated as Additional Rent hereunder, or any other payment or reimbursement to Landlord required herein, and such failure shall continue for a period of 5 days from the date such payment was due.

(2) Tenant shall fail to comply with any term, provision or covenant of this Lease, other than failing to pay when due any sum of money due to Landlord hereunder, and shall not cure such failure within 15 days (forthwith, if the failure involves a hazardous condition) after written notice thereof to Tenant.

(3) Tenant shall become insolvent, make a transfer in fraud of creditors, admit in writing its inability to pay its debts generally as they become due or shall make an assignment for the benefit of creditors.

(4) Tenant shall file a petition under the Federal bankruptcy laws, or under any similar law or statute of the United States or any state thereof, or Tenant shall be adjudged bankrupt or insolvent in proceedings filed against Tenant thereunder.

(5) A receiver or Trustee shall be appointed for the Premises or for all or substantially all of the assets of Tenant.

(6) Tenant shall desert or vacate all or any portion of the Premises, or fail to take possession and open for business within the time required by this Lease.

(7) Tenant shall fail to vacate the Premises immediately upon termination of this Lease, by lapse of time or otherwise, or upon termination of Tenant's right to possession only.

(8) Tenant shall do or permit to be done anything which creates a lien, levy or judgement upon the Premises.

Upon the occurrence of any of such events of default, Landlord shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever"

A. Terminate this Lease or terminate Tenant's right to possession only without terminating this Lease, in either event Tenant shall immediately surrender the Premises to Landlord.

B. Enter upon and take possession of the Premises and expel or remove Tenant and other persons who may be occupying said Premises or any part thereof, by force if necessary, without being liable for prosecution or any claim for damages therefor, and if Landlord so elects, relet the Premises on such terms as Landlord may deem acceptable and receive the rent therefor; and Tenant agrees to pay to Landlord on demand the amounts of all loss and damage which Landlord may suffer by reason of any termination, including any deficiency that may arise by reason of such reletting or inability to rent. In no event shall Tenant have any right to any monies received by

Landlord from any reletting other than to have such monies applied towards the indebtedness of Tenant to Landlord as aforesaid, and to the extent such monies exceed any indebtedness of Tenant, same shall be the sole property of Landlord.

C. Do whatever Tenant is obligated to do under the terms of this Lease; and Tenant agrees to reimburse Landlord on demand for any expenses including reasonable attorney's fees which Landlord may incur in effecting compliance with Tenant's obligations under this Lease, and Tenant further agrees that the Landlord shall not be liable for any damages resulting to the Tenant from such actions as are permitted under the Paragraph, whether caused by the negligence of Landlord or otherwise.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein 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 occurring to Landlord by reason of the violation of any of the terms, provisions and covenants herein contained. In determining the amount of loss or damage which Landlord may suffer by reason of any reletting of the Premises by Landlord as above provided, allowance shall be made for the expense of repossessions and any repairs or remodeling undertaken by Landlord following repossession and there shall be added to the Minimum Rent herein provided for the period from the date of an event of default until the end of the Term of this Lease a sum equal to the highest percentage rental required to be paid hereunder by Tenant during any preceding Lease Year multiplied by the number of calendar years or portions thereof remaining in the Term.

#### TWENTY - LANDLORD'S LIEN

Landlord shall have at all times a valid lien, for all rentals and other sums of money becoming due hereunder from Tenant, upon all goods, wares, equipment, fixtures, furniture and other personal property of Tenant situated on the Premises, and such property shall not be removed therefrom without the consent of Landlord until all arrearages in rent as well as any and all other sums of money then due to Landlord hereunder shall first have been paid and discharged. Upon the occurrence of an event of default by Tenant, Landlord may, in addition to any other remedies provided herein or by law, enter upon the demised Premises and take possession of any and all goods, wares, equipment, fixtures, furniture and other personal property of Tenant situated on the Premises without liability or trespass or conversion, and sell the same with or without notice at public or private sale, with or without having such property at the sale, in which Landlord or its assigns may purchase, and apply the proceeds thereof, less any and all expenses connected with the taking of possession and sales of the property, as a credit against any sums due by Tenant to Landlord. Alternatively, the lien hereby granted may be foreclosed in the manner and form provided by law for foreclosure of chattel mortgages or in another form provided by law. The statutory lien for rent is not hereby waived, the express contractual lien herein granted being in addition and supplementary thereto.

#### TWENTY-ONE - REMOVAL OF FIXTURES

Tenant agrees that it will repair any damage done to the Premises by the installation and/or removal of its trade fixtures and signs, and upon failure of the Tenant to do so promptly at the end of the Term, Tenant agrees to pay Landlord any cost incurred by Landlord in making such repairs.

#### TWENTY-TWO RIGHT TO CURE TENANT'S DEFAULT

If Tenant defaults under this Lease, Landlord may, at its option, immediately or at any time thereafter, without waiving any claim for breach of agreement, and without notice to Tenant, cure such default for the account of Tenant. If Landlord shall institute an action or summary proceeding against the Tenant based upon such default including reasonable attorney's fees, which sum, together with interest at Landlord's Interest Rate, shall be due and payable on demand, and shall be deemed to be additional rent. Landlord shall not be responsible to Tenant of any loss or damage resulting in any manner by reason of its undertaking any acts in accordance with the provisions of this Lease.

## TWENTY-THREE - WAIVERS

The failure of Landlord to insist, in any one or more instances, upon a 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 or a relinquishment for the future or such covenant, agreement or option, but the same shall continue and remain in full force and effect. The receipt by Landlord of rent, with knowledge of the breach of any covenant or agreement hereof, shall not be deemed a waiver of such breach of any covenant or agreement hereof, nor construed as an accord and satisfaction, compromise or waiver of such default and no waiver by Landlord of any provision hereof shall be deemed to have been made unless expressed in writing and signed by Landlord.

## TWENTY-FOUR SUBORDINATION & ATTORNMENT ESTOPPEL STATEMENT

Tenant agrees that this Lease shall be subordinate to any ground or underlying leases and to any mortgage now or hereafter encumbering the Shopping Center land or buildings of which the Premises are a part or upon any building hereafter placed upon the land of which the Premises are a part, and to all advances made or hereafter to be made upon the security thereof. This shall be self-operative and no further instrument of subordination need be required by any ground or underlying lessor or by any mortgagee. Tenant shall from time to time on the request from the Landlord or of any party in interest, execute and deliver any document or instrument that may be required to effectuate any subordination. If Tenant fails to execute and deliver any such document or instrument it shall be deemed to be in default of this agreement and Landlord shall have all remedies reserved to it under this Lease for Tenant's default.

If any mortgagee elects to have this Lease superior to its Mortgage, then this Lease shall be superior to such Mortgage upon notice by Landlord to Tenant.

Within 10 days after request therefor by Landlord, Tenant agrees to execute and deliver in recordable form, an estoppel certificate to any mortgagee or proposed mortgagee or purchaser or to Landlord certifying (if such be the case) that this Lease is unmodified and in full force and effect (and if there has been modification, that the same is in full force and effect as modified and stating the modifications); that there are no defenses or offsets against the enforcement thereof or stating those claimed by Tenant; and stating the date to which rentals and other charges are paid. Such certificates shall also include such other information as may be reasonably required by any mortgagee or purchaser. The failure by Tenant to deliver any such certificate within 10 days shall be conclusive upon Tenant that this Lease is in full force and effect and has not been modified except as may be represented by Landlord. If Tenant fails to deliver such an estoppel certificate within the said 10 days, Tenant hereby irrevocably constitutes and appoints the Landlord as its special Attorney-in-fact to execute and deliver the certificate as required. Furthermore, upon the request of Landlord or of any of Landlord's mortgagees, Tenant shall agree in form reasonably satisfactory to Landlord or to Landlord's mortgagee that Tenant will (i) not pay any Tenant Payment under the Lease more than thirty (30) days in advance of its due date; (ii) not surrender or consent to the modification of any of the terms of the Lease, nor to the termination thereof by Landlord, and not seek to terminate the Lease or take any offset against any Tenant Payment by reason of any act or omission of Landlord until Tenant shall have given written notice of such act or omission to Landlord's mortgagee following the giving of such notice, during which period Landlord's mortgagee shall have the right, but not the obligation, to remedy such act or omission; and (iii) not invoke any of Tenant's remedies under the Lease during any period that Landlord's mortgagee is proceeding to cure any default on the part of Landlord with due diligence, or is taking steps with due diligence to obtain the legal right to enter the Demised Premises and cure the default.

Tenant shall, in the event any proceedings are brought for the foreclosure of or in the event of exercise of the power of sale under any mortgage made by the Landlord covering the Premises, attorn to the purchaser at any such foreclosure sale, and recognize such purchaser as the Landlord under this Lease.

## TWENTY-FIVE - MERCHANTS' ASSOCIATION

~~Tenant agrees to pay to Landlord an initial contribution for Center promotion in the amount of \$.40 per square foot. This contribution will be due and payable to Landlord by Tenant upon Tenant's execution of this Lease. Landlord agrees to use Tenant's initial promotion contribution for pre-opening, grand opening and other promotions, advertising and public relations relating to the Center. Landlord reserves the right, in Landlord's sole discretion, to establish a Merchants' Association for the Center. In the event a Merchants' Association is created, Landlord shall be entitled to require Tenant to participate in and pay dues to any such Merchants' Association.~~

## TWENTY-SIX - SECURITY

As security for the faithful performance by Tenant of all the terms and conditions of this Lease on the Tenant's part to be performed, Tenant shall deposit with Landlord the Security Deposit as indicated on the Terms Page (which sums may be commingled by Landlord with its general funds). Landlord may deposit the Security Deposit prior to the acceptance of this Lease by Landlord, this Lease only becoming effective upon execution as provided in Paragraph THIRTY-TWO hereof. Such amount shall be returned to Tenant, without interest, either (i) on the date of rejection of this Lease by Landlord, or (ii) upon acceptance of this Lease by Landlord, on the Termination Date if Tenant has fully and faithfully carried out all of the terms, covenants and conditions of its part to be performed. Landlord shall have the right to apply any part of said deposit to cure any default of Tenant. If any portion is so used, Tenant shall within 5 days after written demand thereof deposit with Landlord an amount sufficient to restore the Security Deposit to its original amount and Tenant's failure to do so shall be material breach of this Lease.

In the event of a sale of the Shopping Center, subject to this Lease, Landlord shall have the right to transfer the Security Deposit and/or Rental Deposit to the purchaser, Landlord shall be considered released by Tenant from all liability for the return of such Security Deposit and/or Rental Deposit, Tenant shall look to the new landlord solely for the return of said Security Deposit and/or Rental Deposit, and this shall look to the new Landlord solely for the return of said Security Deposit and/or Rental Deposit, and this shall apply to every transfer or assignment made of the Security Deposit and/or Rental Deposit to a new landlord. Except as set forth in the Paragraph TWENTY-SIX, this Lease shall not be affected by any such sale, and Tenant agrees to attorn to the purchaser.

In the event any bankruptcy, insolvency, reorganization or other creditor-debtor proceedings shall be instituted by or against Tenant, or its successors or assigns, or any Guarantor of Tenant hereunder, the Security Deposit shall be deemed to be applied first to the payment of any Tenant Payments due Landlord for all periods prior to the institution of such proceedings and the balance, if any, of the Security Deposit may be retained by Landlord in partial liquidation of Landlord's damages.

## TWENTY-SEVEN - TAXES

Landlord shall pay the Real Estate Taxes assessed against the Shopping Center and Tenant shall reimburse Landlord for such expenditures as provided in Paragraph THIRTY-TWO hereof.

Tenant shall pay all taxes assessed against this Lease or the rentals payable hereunder (including without limitation any sales tax, rent tax or excise tax levied by any state or the federal government or any political subdivision thereof) and all personal property taxes, provided however, that Tenant shall not be required to pay any municipal, state or federal incomes taxes assessed against Landlord.

## TWENTY-EIGHT LAY-OUT OF SHOPPING CENTER

This Lease confers on Tenant no rights, either with regard to the subsurface of the land below the ground level of the Shopping Center building in which the Premises are located, or with regard to air space above the ceiling of the Shopping Center building in which the Premises are located. Reference herein to the Site Plan setting forth the general lay-out of the Shopping Center buildings, parking areas, and other improvements shall not be deemed to be a warranty or representation that such plan will not be altered from time to time. Landlord specifically reserves the right, both prior and subsequent to the Commencement Date, to erect multi-deck parking facilities in the Shopping Center and to make changes, additions and eliminations in and to the Site Plan and the proposed or completed buildings, and Common Areas in the Shopping Center. Landlord at all times during the Term hereof reserves the right to use and encroach upon the Common Areas so as to accommodate future construction activities in the Shopping Center and Tenant shall have no right or claim against Landlord, provided that such use or encroachment does not impinge any State, Federal or local rule, ordinance or regulation.

## TWENTY-NINE - ENTIRE AGREEMENT NOTICES

Tenant agrees that Landlord has not made any statement, promise or agreement or taken upon itself any engagement whatever, verbally or in writing, in conflict with the terms of this Lease, or that in any way modifies, varies, alters, enlarges or invalidates any of its provisions, and that no obligations of Landlord shall be implied in addition to the obligation herein expressed.

Any notice required or permitted to be given under this Lease shall be in writing and shall be sent by certified mail, return receipt requested, addressed to the party to be served at the address shown on the Terms Page or to such other address as either Landlord or Tenant shall designate in the manner herein set forth for the giving of notice. Any notice required to be given by Tenant to Landlord to be effective hereunder shall also be given in writing by registered mail to each mortgagee, ground lessee or underlying lessee of Landlord's estate provided that Tenant shall have previously received written notice of the name and address of any such mortgagee, ground lessee or underlying lessee. A mortgagee, ground lessee or underlying lessee shall have the same rights to cure any default that Landlord has under the terms of this Lease. Time is of the essence of this Lease and each and every provision hereof.

## THIRTY - LANDLORD'S LIABILITY

The term "Landlord" as used in this Lease means only the owner for the time being of the building in which the Premises are located. Landlord shall be under no personal liability with respect to any of the provisions of this Lease and if Landlord is in default with respect to its obligations under this Lease, Tenant shall look solely to the equity of the Landlord in the Premises for the satisfaction of Tenant's remedies. It is expressly understood and agreed that Landlord's liability under the terms of this Lease shall in no event exceed its equity interest in the Premises.

## THIRTY-ONE - SURRENDER OF PREMISES

Upon the expiration of the Term hereof, Tenant shall surrender the Premises to Landlord broom clean and in as good order and condition as at the Commencement Date (except for ordinary wear and tear and damage by fire or other casualties, or causes beyond Tenant's control). Landlord may, at its option, require the Tenant at the later's expense to remove all alterations, improvements and additions and to restore the Premises to the condition they were in when originally delivered to Tenant, save ordinary wear and tear. In the event Tenant continues to occupy the Premises after the expiration of the Term, without being given or being entitled to a renewal or new lease, such occupancy shall be considered a tenancy from month-to-month at a monthly rental equal to the rent payment due for the last month of the Lease Term multiplied by 1.5. This provision shall not give Tenant any right to continue occupancy following the expiration of this Lease except with the prior written consent of Landlord. Tenant shall

be liable to Landlord for all damages occasioned by such holding over, including claims by any succeeding occupant of the Premises for such delays.

### THIRTY-TWO - OPERATING EXPENSES

~~Tenant agrees to pay to Landlord during the Term of this Lease, in addition to Minimum Rent and in equal consecutive monthly installments in advance as Additional Rent, an amount equal to its Proportionate Share of Operating Expense, as hereinafter determined.~~

Tenant's initial Proportionate Share of Operating Expenses shall be an annual amount equal to the amount provided for in the Terms Page as "Tenant's Estimated Initial Share of Operating Expense." This amount shall be adjusted at the end of the Lease Year based on real Operating Expenses incurred by Landlord. The amounts payable by Tenant pursuant to this Paragraph THIRTY-TWO shall be estimated by the Landlord for such periods as the Landlord may determine from time to time. At the end of each period for which estimates have been determined, Tenant shall be advised of the real amounts payable as its Proportionate Share of Operating Expenses, and, if the amount Tenant has paid is less than the amounts due, Tenant shall pay such additional amounts due with the next monthly payment of Minimum Rent. If Tenant has paid in excess of amounts due, the excess shall be in the form of a credit applied as a reduction of the payments required during the current year. Said proportionate share of operating expenses shall be a part of the base rent as outlined on the terms page.

### THIRTY-THREE - HAZARDOUS MATERIAL

(a) Tenant shall not store, dispose, or bring on or about the Leased Premises any hazardous waste, contaminants, oil, gasoline, radioactive or other materials the removal of which is required or the maintenance of which, or exposure to which is prohibited, limited, regulated or penalized by an local, state or federal agency, authority or governmental unit, or which, even if not so regulated, poses a hazard to the health and safety of the occupants of the Shopping Center or of property adjacent to the Shopping Center.

(b) In the event Tenant, its employees or its agents bring such materials or permit the same to be brought onto the Leased Premises or any Common Area of the Shopping Center, Tenant shall cause the same to be immediately removed, and Tenant's obligation to so remove shall survive this Lease and shall insure to the benefit of any purchaser or successor to title of the Shopping Center.

(c) Tenant shall promptly notify Landlord of any violation of this Rule of which Tenant has actual or expected knowledge, it being understood that such rule is intended to ensure the economic and physical well-being of all concerned.

(d) Tenant hereby does and shall indemnify Landlord and hold Landlord harmless from and against any and all claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgements, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith, including without limitation all reasonable attorneys' fees and expenses, arising directly or indirectly in whole or in part, out of or attributable to the presence, use, generation, disposal, discharge, storage, release or threatened release of hazardous materials or any asbestos materials on, from, under or affecting the Demised Premises, or transported to or from the Demised Premises resulting from Tenant's use of the Demised Premises.

### THIRTY-FOUR - NON-DISCRIMINATION

Tenant shall not discriminate in the conduct and operating of its business in the Premises against any person or group of persons because of the race, color, creed, sex, age, religion, national origin or ancestry of such person or groups of persons.

### THIRTY-FIVE - RULES & REGULATIONS

Tenant agrees that at the sole discretion of Landlord, reasonable Rules and Regulations regarding the use, operations and maintenance of the various demised premises and Common Areas within the Center may be established or amended by Landlord, and Tenant covenants to abide by all such Rules and Regulations that shall be now or hereafter in effect from time to time. Nothing in this Lease contained shall be construed to impose upon Landlord any duty or obligation to enforce the Rules and Regulations or terms, covenants or conditions in any other lease, as against any other tenant and Landlord shall not be liable to Tenant for violation of the same by any other tenant, its servants, employees, agents, visitors or licensees.

### THIRTY-SIX SPECIAL PROVISIONS REGARDING BANKRUPTCY

In the event of an assignment by operation of law under the Federal Bankruptcy Code, or any state bankruptcy or insolvency law, or if Landlord elects not to terminate this Lease as hereinabove provided, the assignee, at the request of Landlord as a condition to such assignment, shall provide Landlord with adequate assurance which shall include, but shall not be limited to, assumption of all of the terms, covenants and conditions of this Lease by the assignee and the making by the assignee of the following express covenants to Landlord:

- (a) That the assignee has sufficient capital to pay all Tenant Payments and other charges due under this Lease for the entire Term; and
- (b) That assumption of this Lease by the assignee will not cause Landlord to be in violation or breach of any provision in any other lease, financing agreement or operating agreement relating to the Center; and
- (c) That such assignment and assumption by the assignee will not cause any change in the business conducted within the Demised Premises which would violate any provision of this Lease.

### THIRTY-SEVEN - QUIET ENJOYMENT

Tenant, upon paying the rents herein reserved and performing and observing all of the other terms, covenants and conditions of this Lease on Tenant's part for be performed and observed, shall peaceably and quietly have, hold and enjoy the Demised Premises during the Term, subject, nevertheless, to the terms of this Lease and to any mortgages, agreements and encumbrances to which this Lease is or may be subordinated.

### THIRTY-EIGHT APPROVAL OF PLANS & SPECIFICATIONS FOR TENANT'S WORK

Tenant shall prepare and submit to Landlord, for Landlord's approval, which approval shall not be unreasonably withheld, professionally prepared plans and specifications for Tenant's Work, which shall be in such detail as Landlord may reasonably require and shall include all improvements to be constructed by Tenant, any proposed storefront, signs, interior finishes and colors, lighting, fixtures, equipment, decorations, furnishing and display cases and materials proposed to be installed in or on the Demised Premises. Such plans and specifications shall be submitted to Landlord within fifteen (15) days from the date of execution of this Lease. Within fifteen (15) days after the plans and specifications are delivered to Landlord, Landlord shall approve or notify Tenant in writing of any objectives within said fifteen (15) day period, Landlord shall be deemed to have approved the plans and specifications. Tenant shall have in five (5) days after receipt of Landlord's written objections to the detailed plans and specifications to revise same so as to satisfy and reasonable objections of Landlord, and in connection therewith shall be required to incorporate any reasonable changes requested by Landlord. If the parties are unable, in good faith, to resolve any dispute as to the plans and specifications within said five (5) day period, then Landlord shall have the right to accept Tenant's plans and specifications as previously submitted by Tenant, or to

terminate this Lease upon written notice to Tenant, in which event all obligations or liabilities hereunder, provided, however, that in the event either party shall act in bad faith in connection with the preparation or approval of any plans or specifications, such party acting in bad faith shall be deemed to have breached its obligations under this Lease.

### THIRTY-NINE COMMENCEMENT OF TENANT'S WORK

Landlord agrees to deliver to Tenant, and Tenant agrees to accept from Landlord, possession of the Demised Premises forthwith when Landlord advises Tenant that the Demised Premises has been sufficiently completed to permit Tenant's Work to begin, and Landlord's notice thereof shall constitute such delivery of the premises without further act by either party. As soon as practicable and in any event within ten (10) days thereafter, Tenant shall commence and diligently proceed to complete Tenant's Work.

### FORTY - TENANT'S ASSURANCES

Landlord may require Tenant, at any time prior to the completion of Tenant's Work, to give Landlord proof, reasonable satisfactory to Landlord, of Tenant's financial ability to complete and fully pay for Tenant's Work, or in lieu and instead thereof, Landlord may require Tenant, at any time or from time to time prior to the completion of Tenant's Work to (i) furnish to Landlord a bond in an amount satisfactory to Landlord, written by a surety company licensed and authorized to issue such bonds in the State of Florida, guaranteeing the payment and performance of Tenant's Work free of mechanic's or other liens; or (ii) to deposit in escrow with Landlord an amount equal to one hundred fifteen (115%) percent of the estimated sum required to complete Tenant's Work.

### FORTY-ONE - PAYMENT FOR TENANT'S WORK

Upon completion of Tenant's Work, Tenant shall obtain lien waivers from all contractors, subcontractors and suppliers, and at the request of Landlord, Tenant shall provide Landlord with copies of such lien waivers together with any other evidence reasonably required by and satisfactory to Landlord that Tenant's Work has been paid for.

### FORTY-TWO MISCELLANEOUS

- (a) In the event either party is required to commence legal proceedings in order to enforce its rights or protect its interest hereunder, the prevailing party in such legal proceedings shall be paid its reasonable attorney's fees from the other party.
- (b) Each of the Tenant's covenants herein is condition and the strict performance of each provision of this lease shall be condition precedent to Tenant's rights to remain in possession of the Premised to have this Lease continue in effect.
- (c) Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect. This Lease shall in all respects be governed by the laws of the state in which the Shopping is located.
- (d) Except as otherwise provided in Paragraph NINE; all of the covenants, conditions and provisions of this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, executors, administrators, successors and assigns.
- (e) The paragraph and subparagraph captions contained in this Lease are for convenience only and do not in any way limit or amplify and any term or provision hereof. The terms "Landlord" and "Tenant" as used herein shall include the plural as well as the singular, the neuter shall include the masculine and feminine genders and, if there be more than one tenant, the obligations herein imposed upon Tenant shall be joint and several.

(f) This lease shall create the relationship Lessor and Lessee between Landlord and Tenant; no estate in land shall pass out of Landlord, Tenant having a usufruct right only, and this Lease shall not be subject to levy and/or sales and shall not be assignable to Tenant except as provided in Paragraph NINE hereof.

(g) This lease constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no prior agreement or understanding with regard to any such matter shall be effectible for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing, signed by the parties hereto or their respective successors in interest.

(h) It is agreed that nothing contained in this Lease shall be deemed or construed as creating a partnership or joint venture between Landlord and Tenant or between Landlord and any other party, or cause either party to be responsible in any way for the debts or obligations of the other party.

(i) Neither the Landlord nor Tenant shall record this Lease or a short form memorandum hereof without prior written consent of the other party, and the party offering the same for recording shall pay all charges and taxes incidental thereto.

(j) A current financial statement of Tenant is attached hereto as Exhibit "I" and incorporated herein by this reference.

(k) The parties agree that the Real Estate Broker Due Commission named on the Terms Page is the sole broker or agent who procured this Lease and Landlord agrees to pay the commission due in accordance with the broker's agreement with Landlord. Tenant warrants that it has not engaged the service of any other brokerage or agent and Tenant indemnifies and holds Landlord harmless from any and all losses, liability, costs, or expenses (including attorney's fees) incurred as a result of any breach of the foregoing warranty.

(l) If tenant remains open beyond the regular shopping hours of the Center as provided in the Rules and Regulations, then Tenant will be responsible for any additional cost of lighting the parking lot and any other Common Areas due to such extended hours, until Tenant closes its store and for one hour thereafter, which shall be prorated among any other Tenants staying open during such time, based upon the proportionate Gross Leasable Area of such Tenants.

(m) Landlord reserves the right to charge Tenant for the cost of any extraordinary trash or garbage removal required by Tenant, including such removal as may be required in connection with the commencement or termination of Tenant business in the Demised Premises. Furthermore, Landlord specifically reserves the right to require Tenant, or any other tenant in the Center to pay for trash removal services directly to the company or entity supplying same, and/or contract directly for trash removal services with a company or entity selected or approved by Landlord.

(n) Subject to applicable laws, Tenant agrees, during the hours the Demised Premises is open for business, to operate the heating, ventilating and air conditioning equipment serving the demised premises so that conditions inside the Demised Premises are maintained in a comfortable condition.

(o) Landlord may carry rent loss insurance with respect to all tenants in the Center against loss of rental payments in an aggregate amount equal to not more than twenty-four (24) times the sum of the average monthly amount estimated from time to time by Landlord to be payable by such tenants as Tenant Payments pursuant to the leases of such tenants in the Center.

(p) The parties hereby waive trial by jury in any action, proceeding or counterclaim brought by either party against the other on any matter whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant created hereby, Tenant's use or occupancy of the Demised Premises, and/or any claim for injury or damage.

**Terms Page**

TENANT: MARION COUNTY  
 SHOPPING CENTER: OCALA SPRINGS SHOPPING CENTER

Landlord: Ocala Springs Shopping Center, L.C.  
 Landlord's Address: 1901 W. Cypress Creek Road #415  
Ft. Lauderdale, Florida 33309

Tenant: Marion County  
 Tenant's Address: 503 SE 25<sup>th</sup> Avenue, Ocala, Florida 34470  
 Tenant's Phone: (352) 368-8200

Guarantor(s): Not Applicable

Premises: 2,580 Square Feet  
 Store Address: 7135 & 7139 North US Highway 441, Ocala, Florida 34475

Use: For the retail sale of: As Tax Collector's Office; Driver's License Bureau,  
Motor Vehicle Registration

Tenant's Operating Name: Marion County

Premise's Gross Leasable Area: Approximately 2,580 square feet

Commencement Date: \_\_\_\_\_

Term: Five (5) years and zero (0) months beginning on the Commencement Date and ending on the last day of the 60<sup>th</sup> full month thereafter (unless sooner terminated pursuant to this lease)

<i>Lease Year</i>	<i>Rate per Annum per SF</i>	<i>Minimum Rent Per Annum</i>	<i>Payment per Month</i>
1-5	\$10.00	\$25,800.	\$2,150.
<i>1-5 year option with Six months' written notice.</i>			
6-10	\$11.00	\$28,380.	\$2,365.

Tenant's Estimated Initial Share of Operating Expense, which is included in the above base rent:

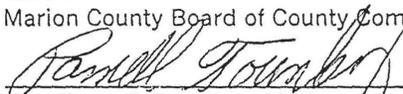
\$ .49 per square foot for Common Area Maintenance  
 \$ 1.09 per square foot for Real Estate Taxes  
 \$ .30 per square foot for Insurance  
 \$ \* per square foot for 15% Administration Fee  
 \$ 2.16 Total Per Square Foot \* Plus 15% Administration Fee

Rental Deposit: \$00 Security Deposit: \$00

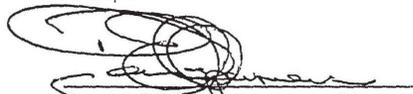
Landlord to deliver the space in a vanilla box with concrete flooring and bathrooms in place. Tenant will be responsible for any build-out over and above vanilla box.

Real Estate Broker Due Commission: Jim H. Williams Real Estate

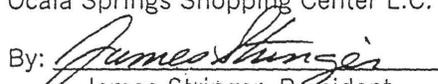
TENANT:  
 Marion County Board of County Commissioners

  
 By: Parnell Townley, Chairman

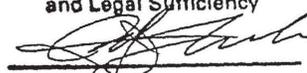
Attest:

  
 David R. Ellspermann, Clerk

LANDLORD:  
 Ocala Springs Shopping Center L.C.

By:   
 James Stringer, President

Approved as to Form  
 and Legal Sufficiency

  
 County Attorney