

COMMERCIAL LEASE

THIS COMMERCIAL AGREEMENT OF LEASE is made this 15th day of January, 1991, by and between Forest Center Joint Venture

having its office in Volusia County, Florida, herein called "Landlord", and Marion County Board of County Commissioners
601 S.E. 25th Avenue
Ocala, Florida 32670
herein called "Tenant" (whose obligations hereunder, if more than one party, shall be joint and several).

W I T N E S S E T H:

SECTION 1. PREMISES. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, the store area described below, hereinafter referred to as the "Premises" or "Demised Premises".

The Demised Premises consist of that certain space known as Shop #9
being approximately 1,200 square feet
in size, described as being part of that real property known as the
Forest Center
and located at 15944 East SR 40, Silver Springs, Florida.

The Demised Premises have been examined by the Tenant and are accepted in their present condition, "as is".

SECTION 2. TERM. To have and to hold the Demised Premises, for a term of 2 years beginning February 1, 1991 MARCH 1 1991 and ending at midnight January 31, 1993 FEBRUARY 1, 1993 unless sooner terminated as herein provided.

SECTION 3. RENTAL. The Tenant shall pay at the time and place herein provided, as follows: ..

A. GUARANTEED MINIMUM RENTAL. Guaranteed minimum rental herein called "Minimum rental" at the rate of \$403.00 per month for months
1 through 24.48.

payable in advance to be received by Landlord on the first day of each month during the term of this Lease. The first month's rent shall be paid upon the execution of this Lease.

B. ~~PERCENTAGE RENTAL.~~ ~~As additional rental, herein called~~ "Percentage rental", a sum equal to percent of gross sales, as hereinafter defined, in excess of \$ in each lease month.

1. Gross Sales. The term "gross sales" as used herein shall mean the entire amount of the actual sales prices, whether wholly or partly for cash or on credit, of all sales of merchandise and services and all other receipts of all business conducted in or from the Demised Premises. Any sums collected and paid out for sales tax shall be excluded from "gross sales".

2. Definition of Lease Month. The term "lease month" shall mean each calendar month of the term hereof.

3. Percentage Rental Statements and Payments. Within twenty (20) days from the close of each lease month, Tenant shall deliver to the Landlord a written statement, signed by a principal executive of the Tenant, of the gross sales during the preceding

~~lease month. At the time of such delivery, Tenant shall pay to~~
Landlord the percentage rental which accrued during the preceding
monthly period.

Tenant further agrees that it will deliver to the
Landlord, within thirty (30) days after the close of each calendar
year, a written statement, signed and certified by an accountant,
~~of the gross sales for each month of such year.~~

~~4. Bookkeeping Records - Inspection.~~ Tenant shall
keep at the Demised Premises, or at the principal offices of the
Tenant, true and accurate records and accounts, in accordance with
approved accounting practices, for all the gross sales made, and
all business conducted in or from the Demised Premises, all of
which records and accounts, including without limitation, copies of
reports to governmental authorities for purpose of sales tax or tax
based upon the sale or sales of merchandise, shall be open for
inspection and audit by Landlord or duly authorized agents of
Landlord, at all reasonable times during ordinary business hours.

Landlord's right to have such an audit made with
respect to any calendar year shall expire eighteen (18) months
after Tenant's statements for the year shall have been delivered to
Landlord.

If an audit reveals an additional amount due to
Landlord in excess of One Hundred Dollars (\$100.00) then the
expenses of the audit shall be paid by the Tenant; otherwise by the
~~Landlord.~~

~~5. Conduct of Tenant's Business.~~ Tenant agrees to
carry a full and complete stock of seasonable merchandise offered
for sale at competitive prices and to maintain adequate personnel
for the efficient service of its customers, and in general employ
its best efforts to so operate its business as to produce the
maximum volume of sales and to enhance the reputation of the
premises.

The percentage rental payments are a prime
consideration for the granting of this Lease, and are payable out
of the business which Tenant has agreed to conduct in the Demised
Premises. Tenant covenants to conduct said business from the
premises during the entire term of this Lease and not to divert
business from the premises by any device which will reduce the
gross sales from the premises. Failure to comply with this
requirement will entitle Landlord, in addition to any other
provisions of this Lease or the Statutes of Florida, to collect as
additional rental an amount equal to the minimum rental per day
(i.e., double rent) for each day that Tenant fails to do business
in the premises as herein provided; said additional rental shall be
deemed to be in lieu of any percentage rental that might have been
earned during such period of the Tenant's failure to open and
operate its business in the Demised Premises.

This Lease shall not be so construed and Landlord does
not, in any way or for any purpose, become a partner or joint
venturer of Tenant in the conduct of its business. The provisions
of this Lease relating to percentage rent are included solely to
provide a method whereby a fair rent may be measured and
ascertained.

C. TAX AND INSURANCE PRO-RATIONS. Tenant shall pay to Landlord
as additional rental, herein called "tax and insurance
pro-rations", a sum equal each year to Tenant's proportionate share
of any cost to Landlord of (i) real estate and other property
taxes, (ii) fire and other casualty insurance, and (iii) liability
insurance, for the entire shopping center of which the Demised
Premises are a part.

1. Proportionate Share. Tenant's "Proportionate
share" is hereby defined to be the percentage of the aggregate
leasable space in the entire shopping center which is represented
by the area of the Demised Premises. If the aggregate leasable
space in the shopping center should change, Tenant's proportionate
share will be adjusted accordingly.

2. Monthly Payments. Tenant shall make monthly payments based upon the annual cost of taxes and insurance as reasonably estimated by Landlord. The monthly payment is agreed to commence at the rate of Eighty Dollars (\$80.00)

per month, plus applicable sales tax, payable at the same time the monthly rent is due. Any underpayment will be paid by Tenant upon the actual billing of such costs. Any overpayment will be credited to Tenant's rental account. The monthly payment shall be subject to change based upon actual cost experience.

3. Computation of Proportionate Share. Tenant's proportionate share is presently computed to be 1.85%.

4. Payment on Demand. Tenant covenants to pay its share of all taxes and insurance within twenty (20) days after demand by Landlord. The monthly payment amount set forth above shall be due with the regular rental payment without further notice or demand, and shall be considered delinquent in the same manner and with like consequences as any delinquency in rent.

D. PLACE FOR PAYMENTS AND STATEMENTS. All payments to be made by the Tenant to the Landlord hereunder shall be made at the office of the Landlord at: 149-D South Ridgewood Avenue, Daytona Beach, FL 32114

or at such other place as Landlord may from time to time designate in writing.

~~E. PENALTY FOR LATE PAYMENT. Any rental or other payment provided for herein which is not paid within five (5) days after its due date shall bear a minimum penalty of five percent (5%) of the amount due, but not less than Twenty-Five Dollars (\$25.00), and the amount due, including such penalty, shall bear interest at the maximum legal rate from the date due until paid, all of which Tenant agrees to pay to Landlord.~~

~~F. SALES TAX. In the event any sales or other direct taxes shall be levied against the rental payments and/or other payments due or to become due under the terms of this Lease, such sales or other taxes shall be paid by the Tenant herein. (The rent is currently subject to Florida state sales tax at the rate of six percent (6%) of the rental amount)~~

SECTION 4.

A. SERVICE OF NOTICES. All notices or statements to be served or furnished by Tenant upon Landlord shall be served or furnished as set forth in Section 3(d) above.

The parties expressly agree that all notices required by this Commercial Lease Agreement or by law to be delivered to the Tenant including the "Three Days' Notice" required by Section 83.20(2) Florida Statutes, may be delivered addressed to Tenant at the Demised Premises, and if Tenant be absent from those premises or if Tenant is not a natural person, may be served by leaving a copy thereof at the Demised Premises. It is hereby agreed between the parties, that all notices served upon one of two or more joint Tenants in the manner described above shall constitute notice upon all Tenants.

B. WAIVER OF DEMAND. It is further expressly agreed that if Tenant fails to make any rental or other payments when due, the Landlord may immediately re-enter and take possession of the Demised Premises without the necessity of demand for the payment of rent.

C. UNLAWFUL DETAINER. It is expressly agreed between the parties, that in the event Tenant should breach any covenant to be kept or performed by Tenant under this Lease, other than the payment of rent, Landlord shall have the immediate right to

institute proceedings for Unlawful Detainer on account of such default.

SECTION 5. SECURITY DEPOSIT. Tenant shall, upon the execution of this Lease, deposit with the Landlord the sum of None, as security for the full and faithful performance by Tenant of its obligations under this Lease. The said sum shall be held by Landlord without interest and not in trust. The deposit shall be returned to Tenant after the expiration of this Lease, provided Tenant has performed all of its obligations hereunder.

Landlord shall have the right, but not the obligation, to apply any part of the deposit to cure any default of Tenant. Tenant shall reimburse to Landlord any amount so applied in order to restore the full amount of the deposit within ten (10) days after demand therefor.

SECTION 6. USE. Tenant shall in good faith continuously throughout the term of this Lease conduct and carry on in the Demised Premises the business of Tax Collector's Office and Related Service.

and the premises shall not be used for any other purpose. Failure by Tenant to continue the operation of its business in the Demised Premises on a normal basis shall constitute a default hereunder by Tenant and shall be grounds for re-entry and/or termination of this Lease by Landlord.

~~Tenant shall operate the Demised Premises, during the entire term of this Lease, with due diligence and efficiency so as to maximize Tenant's gross sales which may be produced by such manner of operation, unless prevented from doing so by causes beyond Tenant's control. Subject to inability by reason of strikes or labor disputes, Tenant shall carry at all times in said Premises a stock of merchandise of such size, character and quality as shall be reasonably designed to produce the maximum return to Landlord and Tenant. Tenant shall conduct its business in the Demised Premises at least six (6) days per week, Monday through Saturday, from the hours of 10:00 a.m. until 6:00 p.m. Tenant shall not solicit business nor distribute advertising matter in the parking or other common areas, operate or permit to be operated free or for pay, concessions in the common areas, operate or permit to be operated vending machines in the common areas. Tenant shall not permit any business to be operated in or from the leased Premises by any concessionaire or licensee without prior written consent of Landlord.~~

SECTION 7. ALTERATIONS AND COVENANT AGAINST LIENS. ~~Tenant shall submit to Landlord any request for alterations, changes or improvements to the Demised Premises, in writing, with plans and specifications therefor. Landlord, at its sole option, shall have the right to approve or disapprove such alterations, changes or improvements. If permitted by the Landlord, all such work shall be done at the sole cost of the Tenant, and no liens of any kind shall be permitted ever to attach to Landlord's property. Tenant shall have no power or authority to create any lien or permit any lien to be attached against the property of Landlord; all parties contracting with Tenant are hereby charged with notice that they must look solely to the Tenant to secure payment for work done or materials furnished. Landlord shall have the right to record a Memorandum of Lease which prohibits the attachment of any kind of lien to Landlord's property on account of activities by Tenant. If a lien is nevertheless filed against the Landlord's property based on alterations, improvements or other activities by Tenant, Tenant shall remove such a lien at Tenant's sole expense within five (5) business days after demand for such removal from Landlord.~~

Landlord shall have the right to direct Tenant at the expiration of the term of this Lease, to remove any alterations,

changes or improvements which Tenant may make, or any part thereof, at the sole cost of Tenant; or the Landlord may perform such removal at the cost of Tenant.

~~Landlord may require such assurances of adequate financing for such contemplated alterations or improvements by Tenant as Landlord may, in its sole discretion, deem to be in the best interests of the Landlord, prior to any alterations, changes or improvements by the Tenant being commenced.~~

~~Any additions, alterations, improvements, repairs or replacements, and any fixtures attached to the premises, and all air conditioning equipment shall become and be a part of the Demised Premises and shall belong to the Landlord as Landlord's property.~~

SECTION 8. MAINTENANCE. Tenant shall at all times and in all respects keep the Demised Premises in good order and repair, clean, safe and sanitary and commit no waste, damage or injury to said premises. At the expiration of this Lease, Tenant shall surrender the Demised Premises and all improvements thereto in good order and repair. It is the agreement hereunder that the Tenant will maintain the entire Demised Premises, including, but not limited to, the maintenance, repair and/or replacement of all electrical, plumbing, heating and air conditioning equipment, all doors, windows and frames, the storefront, the walkways or sidewalks in front of the premises, and any other area connected with Tenant's business activity, and all glass, in first class condition; however, Tenant shall be the beneficiary of any warranties which have been extended to Landlord for improvements provided by Landlord. Landlord's maintenance responsibility shall be limited to the exterior structural walls, the roof and the foundation, and the electrical and plumbing systems which are beyond the Demised Premises but which serve said premises, unless these are injured by the acts or omissions of Tenant or of Tenant's employees, agents, guests, customers, or invitees, in which case Tenant shall hold Landlord harmless for such damages.

SECTION 9. UTILITIES. The Tenant shall pay promptly all charges for meters installed and all charges for water, sewage disposal, electricity, gas, garbage collection and other utilities supplying the Demised Premises. In the event the Tenant should fail to make any of the utility payments when due, the Landlord may require the amounts due to be paid by Tenant as additional rent on the date the next rent payment is due or thereafter.

SECTION 10. RIGHT OF ENTRY. Landlord shall have the right to enter the Demised Premises at all reasonable hours for the purpose of inspecting the same, or exhibiting the same to others, or for the purpose of making repairs or alterations to the Demised Premises, or for any other purpose or purposes contemplated under this Lease. In exercising such right, Landlord shall not unduly interfere with Tenant's business.

SECTION 11. ASSIGNMENT. The Tenant shall not assign this Lease or any estate or interest herein, whether by sublease, underlease, license, concession or otherwise which would permit the occupancy or possession of the Demised Premises or any part thereof by anyone other than Tenant. If Tenant is a corporation, then any transfer of control or a majority interest in the Tenant corporation shall be deemed an assignment of this Lease. Upon any assignment, Landlord may terminate this Lease without notice. No assignment by operation of law or by the bankruptcy of the Tenant shall be permitted which shall change the use of the premises, or which shall violate the use provision of any other Tenant of the shopping center, or which shall adversely affect the character of the shopping center. If Tenant has defaulted in any provision of this Lease prior to the time of filing a bankruptcy petition, whether

voluntary or involuntary, then Landlord may reject the assumption of this Lease by the trustee, unless trustee provides assurance to Landlord of the adequacy of the source of rents and other amounts due from Tenant under the Lease.

SECTION 12. TENANT'S ADDITIONAL COVENANTS. Tenant shall comply with all reasonable rules and regulations which may be imposed by Landlord concerning the care and use of the Demised Premises and the common areas including those attached to this Lease. Tenant shall comply with all laws, rules, regulations and ordinances of all governmental authorities having jurisdiction over the shopping center or the Demised Premises. Tenant shall not perform or allow to be performed any acts or practices, or sell any goods or merchandise or render any services in violation of any law or which may injure the shopping center or be a nuisance or menace to the public or other tenants, or commit waste or permit waste to be committed on the premises, or engage in or permit any illegal activities to take place on the premises.

Tenant and its employees shall park only within such areas as may be designated by the Landlord for employee parking.

Tenant shall keep the Demised Premises, including the sidewalks and service areas adjacent to the Demised Premises, clean and free from rubbish and dirt at all times. Tenant shall appropriately store all trash and garbage and arrange for the regular removal of the same. Tenant shall provide such pest extermination services as Landlord may reasonably require.

Tenant shall not allow any loud noises to emanate from its premises which are objectionable to Landlord or other tenants. Tenant shall not make any exterior installation or decorations without the written consent of the Landlord.

Tenant shall not keep or display any merchandise on or otherwise obstruct the sidewalks or areaways adjacent to the Demised Premises without the written consent of the Landlord. Tenant shall maintain the store windows in a manner and condition designed to enhance the attractiveness of the premises.

All advertising by Tenant which refers to the business conducted by Tenant in the Demised Premises shall include the name of the shopping center.

Tenant shall, within ten (10) days after demand therefor, execute and deliver to Landlord an estoppel certificate setting forth the relevant details of this Lease and its then current status, in a form satisfactory to Landlord.

SECTION 13. INSURANCE. ~~Tenant shall maintain in full force,~~ during the term of this Lease, a policy or policies of comprehensive general liability insurance, in a form reasonably satisfactory to the Landlord, written by one or more responsible insurance companies licensed to do business in the State of Florida, which will insure Tenant and which will name Landlord as an additional insured. The coverage under such insurance shall be not less than \$500,000.00 combined single limit of liability for bodily injury (per person and per accident) and property damage, or such greater amounts as Landlord may from time to time reasonably specify. Tenant shall also maintain and keep in force plate glass insurance coverage on all plate glass in the Demised Premises. Tenant shall deposit with Landlord copies or certificates of all said policies, including an endorsement which states that such insurance shall not be cancelled except after thirty (30) days notice in writing to Landlord.

Tenant shall maintain comprehensive casualty insurance, including fire, flood and windstorm, on all of its inventory, fixtures and equipment in the Demised Premises, in an amount not less than ninety (90%) percent of their sound insurable value. The proceeds of such insurance shall be used for the repair or replacement of the items so insured.

Landlord and Tenant hereby grant to each other, on behalf of any insurer providing insurance to either Landlord or ~~Tenant as required by this Lease covering the Demised Premises, the~~

improvements therein or contents thereof, a waiver of any right of subrogation which any such insurer of one party may acquire against the other by virtue of payment of any loss under such insurance. Such waivers shall stand mutually terminated as of the date either Landlord or Tenant ceases to be empowered to grant the same.

SECTION 14. FIRE OR OTHER CASUALTY. If the Demised Premises, or the building or the shopping center of which the Demised Premises are a part, or either of them, shall be damaged or destroyed to the extent of twenty (20%) or more of the sound insurable value thereof at the time of such damage or destruction, or shall be damaged or destroyed as a result of a risk which is not covered by the insurance which is carried by the Landlord, then the Landlord may, at its sole election, restore or rebuild the Demised Premises, or the building of which they are a part, or Landlord may terminate this Lease. In the event Landlord elects to restore or rebuild, then Landlord shall proceed to do so with due diligence, and Tenant shall replace or restore, with due diligence, its inventory and equipment and all fixtures. In the event Landlord elects to terminate this Lease, then this Lease shall terminate at the end of the calendar month in which Landlord so notifies Tenant.

The Tenant shall, during any period of reconstruction or repair of the Demised Premises and/or of the building of which they are a part, continue the operation of its business in the Demised Premises to the extent reasonably practicable, and Tenant shall receive a fair adjustment in the minimum rent.

SECTION 15. INDEMNITY AND LIABILITY. Tenant shall indemnify and save harmless the Landlord from and against any and all claims for damages to goods, wares, merchandise and property in and about the Demised Premises and from and against any and all claims for any personal injury or loss of life in and about the Demised Premises.

Anything in this Lease to the contrary notwithstanding, Tenant agrees that it shall look solely to the estate and property of the Landlord in the land and buildings comprising the Shopping Center of which the Demised Premises are a part, and subject to prior rights of any mortgagee of the Premises, for the collection of any judgment (or other judicial process) requiring the payment of money by Landlord to Tenant in the event of any default or breach by Landlord, with respect to any of the terms, covenants and conditions of this Lease to be observed and/or performed by Landlord, and no other assets of Landlord shall be subject in levy, execution or other procedures for the satisfaction of Tenant's remedies. In the event Landlord transfers this Lease, except as collateral security for a loan, upon such transfer Landlord will be released from all liability and obligation hereunder, provided that the Transferee assumes the obligations hereunder.

SECTION 16. REPAIRS BY LANDLORD. Landlord's responsibility, if any, for repairs required to be made by Landlord under this Lease, shall not arise until Landlord has received written notice from Tenant and the need for same exists in the judgment of the Landlord; and, so long as Landlord is proceeding with due diligence to make such repairs, Tenant shall have no claim against Landlord for damages nor for an offset against rent on account of such repairs.

SECTION 17. WAIVER. One or more waivers of any covenant or condition by either party shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and a consent or approval to or of any act requiring consent or approval shall not be deemed to waive or render unnecessary such consent to or approval of any subsequent similar act.

SECTION 18. SUBORDINATION. At the election of the Landlord, this Lease is made subject and subordinate to the mortgage or mortgages which may now or hereafter affect the Demised Premises. Tenant shall execute, acknowledge and deliver to the Landlord any documents which may be necessary or proper to subordinate this Lease and the rights hereunder to the lien of any such mortgages as aforesaid.

SECTION 19. EXCUSE OF PERFORMANCE. Except for the payment of money, neither Landlord nor Tenant shall be considered in default because of delays to the extent that their delay in performance under this Lease shall be due to any cause beyond their control; provided, however, that such performance shall be resumed and completed with due diligence as soon as reasonably possible.

SECTION 20. EMINENT DOMAIN. If any material portion of the Demised Premises, or the building of which they are a part, shall be taken by condemnation or right of eminent domain (the words "condemnation" and "eminent domain" as used herein shall include purchase or conveyance in lieu thereof), then the lease term shall cease upon the day possession shall be taken thereunder.

SECTION 21. DEFAULT, BANKRUPTCY & INSOLVENCY. If the Tenant shall fail to make any payment of rent or other payment required of Tenant within ten (10) days from its due date, or shall fail to perform or observe any of Tenant's other covenants or agreements within twenty (20) days after notice by Landlord, or if the Demised Premises shall be abandoned or become vacant or be closed for business for more than fifteen (15) calendar days, then the Landlord shall have the right, immediately or at any time thereafter, with or without notice, to enter upon the Demised Premises and repossess the same, and evict the Tenant, and seize or remove any or all personal property within the Demised Premises, without being deemed guilty of any manner of trespass and without prejudice to any other remedies of Landlord. Landlord may terminate this Lease at any time thereafter. Tenant shall repay the Landlord for any loss of rent or other income, or any expenses which Landlord may incur because of Tenant's default, including (but not limited to) legal fees and costs, brokerage commissions, and maintenance expenses. Tenant shall reimburse Landlord for Landlord's reasonable attorney fees incurred in enforcing any of the Tenant's obligations under this Lease, in law or in equity, and on appeal but only if the Landlord shall be the prevailing party.

~~All rents or other payments due by Tenant hereunder shall bear interest from the due date until paid at the maximum legal rate of interest.~~

SECTION 22. LANDLORD'S LIENS. ~~It is expressly agreed and understood that the Landlord shall have and is hereby granted an express contractual lien upon all goods, wares, chattels, equipment, furniture, fixtures and other personal property belonging to the Tenant and placed upon the Demised Premises during the leasehold term, to secure all the rent hereunder, as well as security for all other obligations assumed by the Tenant hereunder, and it is expressly agreed that the taking of any other security for said rent by Landlord shall not operate as a discharge of or in anywise impair such lien nor shall the taking of the express contract lien in this paragraph provided be construed as in any way releasing or impairing the separate Landlord's lien arising by law. Nothing, however, in the foregoing shall be so construed as to prohibit, impair or affect the right of the Tenant to make sales of its merchandise and/or services to its customers in the regular course of business free and clear of the lien aforementioned.~~

SECTION 23. TENANT'S SHARE OF COST OF COMMON AREAS. Tenant agrees to pay, as additional rent, its share of all costs incurred by Landlord in operating and maintaining the Common Areas of the shopping center. Such costs may include all expenses incurred at the discretion of Landlord for parking, traffic control, lighting, external utility services, painting, cleaning, trash or garbage disposal, landscaping, repair or replacement of any item of the common area, and all other Common Area costs, together with a reasonable allowance for Landlord's direct overhead expenses. The foregoing list is not meant to limit the items which may be properly included in the Common Area expenses but is intended for explanation and example. Landlord shall determine, in its sole discretion, the proper amount and timing of all such expenses as well as the degree of such services to be provided, if any. Tenant's share of the common area costs shall be based upon the square footage of the Demised Premises and is agreed to commence at the rate of Eighty Dollars (\$80.00)

per month, plus applicable sales tax,
payable at the same time the monthly rent is due. Such payments may be adjusted by Landlord at any time in accordance with the provisions of this Section 23. Landlord agrees to a maximum annual increase of 5%.

SECTION 24. QUIET ENJOYMENT. The Tenant, upon paying said rent and performing all the other covenants and conditions aforesaid on Tenant's part to be observed and performed, shall and may peaceably and quietly have, hold and enjoy the premises hereby demised for the term aforesaid, free from disturbance by the Landlord, or by anyone claiming by, through or under the Landlord.

SECTION 25. SIGNS. Landlord may erect and maintain such suitable signs, as it, in its sole discretion, may deem appropriate to advertise the shopping center. Tenant may erect and maintain only such signs as conform to the Sign Criteria set forth as Exhibit "D" attached hereto, and by this reference made a part hereof, or as Landlord may approve. Tenant shall submit to Landlord detailed drawings of its sign for review and approval by Landlord prior to erecting said sign on the Demised Premises.

Tenant shall keep insured and maintain such sign in good condition, repair and operating order at all times. If any damage is done to Tenant's sign, Tenant shall commence to repair same at Tenant's expense, within fourteen (14) days.

Tenant shall not place or permit to be placed or maintained on any door, exterior wall, or window of the Demised Premises any sign, awning, or canopy or advertising matter or other thing of any kind, and shall not place or maintain any decoration, lettering or advertising matter on the glass of any window or door of the Demised Premises nor place any structure, sign, obstruction or advertising device upon the Common Areas without first obtaining Landlord's written consent. Tenant further agrees to maintain any such signs, awnings, canopies, decorations, lettering, advertising matter or other things as may be approved by Landlord in good condition, operating order and repair at all times.

SECTION 26. HOLDING OVER. Any holding over after expiration of this term or any renewal term shall be construed to be a tenancy at sufferance, at double the rent herein specified (prorated on a monthly basis) and shall otherwise be on the terms herein specified so far as applicable.

SECTION 27. FINANCING. ~~In the event at the date of signing of this Lease, the Demised Premises have not been constructed as yet, it is hereby agreed that Landlord shall not be obligated to proceed with the construction of the Leased premises unless and until financing acceptable to Landlord has been obtained. Should such financing not be obtainable within six (6) months after completion of final plans and specifications, Landlord may so notify Tenant in~~

~~writing, and this lease shall thereupon cease and terminate and each of the parties hereto shall be released and discharged from any and all liability and responsibility hereunder. If Landlord is able to obtain financing only upon the basis of modification of the terms and provisions of this Lease, Landlord shall have the right to cancel this Lease if Tenant refuses to approve in writing any such modification within thirty (30) days after Landlord's request therefor, which request may not be made after delivery of possession of the Demised Premises to Tenant and commencement of rent obligations. If such right to cancel is exercised by Landlord, this Lease shall thereafter be null and void, and any money or security deposited hereunder shall be returned to Tenant, and neither party shall have any liability to the other by reason of such cancellation.~~

SECTION 28. MISCELLANEOUS. This Lease and the Exhibits, Rules, Regulations Rider and/or Addenda, if any, attached hereto, set forth the entire agreement between the parties. Any prior conversations or writings have been merged herein and are extinguished. No subsequent amendment to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by all parties. Submission of this Lease for examination does not constitute an option for the Demised Premises and the Lease shall become effective as a Lease, only upon execution by the parties and delivery thereof by Landlord to Tenant. If any provision contained in a rider or addenda is inconsistent with the printed provision of the Lease, the provision contained in said rider or addenda shall supersede said printed provision in the Lease.

SECTION 29. COMPLIANCE WITH LAW. Tenant, at Tenant's expense, shall comply with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state county and municipal authorities pertaining to Tenant's use of the Premises and with the recorded covenants, conditions and restrictions, regardless of when they become effective, including, without limitation, all applicable federal, state and local laws, regulations or ordinances pertaining to air and water quality, Hazardous Materials (as hereinafter defined), waste disposal, air emissions and other environmental matters, all zoning and other land use matters, and utility availability, and with any direction of any public officer or officers, pursuant to law, which shall impose any duty upon Landlord or Tenant with respect to the use or occupation of the Premises.

SECTION 30. USE OF HAZARDOUS MATERIAL.

1. Tenant shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Premises by Tenant, its agents, employees, contractors or invitees. If Tenant breaches this obligations, the Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the Premises, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Premises, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the lease term as a result of such contamination. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the Premises.

Tenant shall not record this Lease or any of its Exhibits or any Memorandum relating thereto, without the prior written consent of the Landlord.

IN WITNESS WHEREOF the parties have set their hands and seals the day and year first above written.

~~WITNESSES~~

ATTEST:

Frances E. Thigpin
FRANCES E. THIGPIN, CLERK

BOARD OF COUNTY COMMISSIONERS

Ben Charles Fiorello
GLEN CHARLES FIORELLO, CHAIRMAN

"Tenant"

The Charles Wayne Group, Ltd
By The Charles Wayne Group Inc.
Its Managing General Partner

Patricia Lyons
"Landlord" Vice Pres.

ADDENDUM

This Addendum, dated the 15th day of ~~December~~^{January}, 1991, between the COUNTY OF MARION and FOREST CENTER JOINT VENTURE, is intended to modify that certain Lease dated the _____ day of December 1990.

1. It is understood between the parties that the COUNTY OF MARION 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 limitation allowed by law."
2. Section 21 of lease is modified to reflect a 30 day period of limitation for each period therein.
3. It is understood between the parties that the COUNTY OF MARION is leasing the premises for the express purpose of providing a Branch Office to facilitate the delivery of lawful services of the Tax Collector.
4. It is 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.
5. Notwithstanding any other provisions of this lease, in any litigation arising out of this lease, the prevailing party will be allowed reasonable cost and attorneys fees.
6. Notwithstanding any other provisions of this lease, there will be no interest changed on any arrearage.
7. Section 4A is modified to provide notice to the County Administrator at 601 S.E. 25th Ave.

Dated this 15th day of ~~December~~^{January}, 1991

Patricia Lagoni, Vice Pres.
Landlord,
Forest Center Joint Venture,
The Charles Wayne Group, Ltd.
By Charles Wayne Group, Inc.
Its Managing General Partner

Glen Charles Fiorello
Chairman, Glen Charles Fiorello
Board of County Commissions
of Marion County

Attest: Frances E. Thiggin
Frances E. Thiggin, Clerk

DESCRIPTION

PARCEL "B"

A PORTION OF SECTION 15, TOWNSHIP 15 SOUTH, RANGE 24 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER OF SAID SECTION 15, RUN NORTH ALONG THE EAST LINE OF SAID SECTION 15 A DISTANCE OF 663.85 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89 DEGREES 45 MINUTES 30 SECONDS WEST ALONG SAID SOUTH LINE A DISTANCE OF 220.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89 DEGREES 45 MINUTES 30 SECONDS WEST ALONG SAID LINE A DISTANCE OF 876.65 FEET TO THE EASTERLY RIGHT-OF-WAY OF COUNTY ROAD No. C-314-A, A 50 FOOT RIGHT-OF-WAY; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 17 DEGREES 52 MINUTES 00 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 409.42 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2538.21 FEET, A CENTRAL ANGLE OF 1 DEGREE 51 MINUTES 09 SECONDS AND A CHORD BEARING OF NORTH 18 DEGREES 47 MINUTES 34 SECONDS EAST; THENCE RUN NORTH ALONG THE ARC OF SAID CURVE A DISTANCE OF 82.06 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN SOUTH 63 DEGREES 22 MINUTES 53 SECONDS EAST A DISTANCE OF 192.37 FEET; THENCE NORTH 26 DEGREES 37 MINUTES 07 SECONDS EAST A DISTANCE OF 223.62 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD No. 40, SAID POINT BEING 66.00 FEET FROM AND AT A RIGHT ANGLE TO THE CENTERLINE OF SAID STATE ROAD, AND A POINT ON THE ARC OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 5613.04 FEET, A CENTRAL ANGLE OF 2 DEGREES 46 MINUTES 18 SECONDS, AND A CHORD BEARING OF SOUTH 53 DEGREES 51 MINUTES 39 SECONDS EAST; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 271.57 FEET; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY SOUTH 52 DEGREES 28 MINUTES 30 SECONDS EAST A DISTANCE OF 327.01 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY, RUN SOUTH 37 DEGREES 31 MINUTES 30 SECONDS WEST A DISTANCE OF 44.92 FEET; THENCE SOUTH A DISTANCE OF 190.00 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 15, AND THE POINT OF BEGINNING.

CONTAINING 7.96 ACRES, MORE OR LESS



PREPARED BY:
SLIGER & ASSOCIATES, INC.
professional land surveyors

FOR: CHARLES WAYNE PROPERTIES, INC.
DATE: NOVEMBER 4, 1985
JOB NO: 85-2541

21 S. Nova Rd., Port Orange, FL 32019

SCHEDULE "C"
RULES AND REGULATIONS

1. In order to serve the public and create and maintain an attractive, well-run center, the Landlord has established certain rules and regulations. These take into account the differing nature and problems of all types of retail and service businesses. They shall be enforced and, where needed, modified in writing by the Landlord and/or his representative.
2. Tenant and his employees shall use their best efforts to encourage good will and courtesy within the Shopping Center, to its Customers, Tenants, Employees and Management, for the betterment of their own business and that of the whole Shopping Center.
3. Tenant agrees not to use or occupy the Demised Premises in any manner or for any purpose which would injure the reputation or impair the present or future value of the Demised Premises, the Shopping Center or the neighborhood in which the Shopping Center is located.
4. Common areas are not to be used for business purposes without specific approval by the Landlord. In no event shall any handbills, flyers or other promotional devices be placed or distributed in common areas outside the Demised Premises.
5. Tenants shall take no action which would violate Landlord's labor contracts, if any, affecting the Shopping Center, nor create any work stoppage, picketing, labor disruption or dispute, or any interference with the business of Landlord or any other Tenant or occupant in the Shopping Center, forthwith the rights and privileges of any customer or other persons lawfully in and upon said Shopping Center, nor shall Tenant cause any impairment or reduction of the good will of the Shopping Center.
6. Tenant shall store and/or stock only such merchandise as is permitted for sale in the Demised Premises pursuant to this Lease. The Shopping Center name and logo, as may be changed from time to time by Landlord, shall be used in referring to the location of the Demised Premises in all advertising.
7. No radio, television, stereo or other similar devices or exterior aerial shall be installed without Landlord's written consent, and Tenant will not cause or permit any noise, vibrations, light, odor or other effect to emanate from the Demised Premises.
8. All deliveries or shipments of any kind, to or from the Demised Premises, including loading of goods, shall be made only by way of the rear door or at another Landlord approved location, and only at such time as designated for such purpose by Landlord.
9. No forklift, truck, tow truck, or any other powered machine for handling freight in the Shopping Center, may be used except in such manner and in those areas in the Shopping Center as may be approved by Landlord in writing.
10. Outside areas immediately adjoining the Demised Premises shall be kept clean and free of dirt, rubbish, and other foreign substances by Tenant. Tenant's windows and glass areas shall be kept neat and clean at all times.
11. Garbage, refuse, trash, boxes, etc. shall be kept in containers and in locations as approved by Landlord and any municipal authorities having jurisdiction. Tenant shall promptly pay for removal services for these materials and shall not burn anything in or about the Demised Premises nor the Shopping Center.
12. Tenants shall not conduct or permit any fire, bankruptcy, auction or "Going Out of Business" sale (whether real or fictitious) in the Demised Premises without the prior written consent of Landlord, or utilize any unethical method of business operation.
13. No animals of any kind except seeing-eye dogs may be kept on the Demised Premises by Tenant or his employees.
14. Landlord may amend or add new rules and regulations for the use and care of the Demised Premises, the buildings of which the Premises are a part, and the common areas and facilities.

EXHIBIT "D"

SIGN CRITERIA

LANDLORD'S SIGNS

1. Landlord will provide one freestanding pylon identifying the shopping center.
2. Landlord will provide Tenant-directories throughout the shopping center at Landlord's discretion.

TENANT'S SIGNS

1. All Tenant signs must be approved by Landlord prior to installation.
2. Design, Fabrication, Maintenance.
 - A. Landlord will provide at Landlord's expense, the design, fabrication specifications, colors and fabrication supervision of all Tenant signs.
 - B. Tenant will pay for the fabrication of his signs.
 - C. Landlord reserves the right to inspect and approve completed, installed signs to ascertain that they have been built to all specifications promulgated by Landlord.
 - D. Tenant agrees to properly maintain his signs subject to Landlord's periodic inspection. Signs not repaired within 60 days of written notice from Landlord will be repaired or removed by Landlord, the cost of either service to be paid by Tenant. Tenant will pay for the cost of any repairs to the face of the building necessitated by the removal of such signs.

3. Required Signs

- A. All Tenants are required to have a minimum of two signs: one sign above the covered walkway, if any, ("above canopy" as hereinafter detailed) oriented to be visible to vehicles and pedestrians from a distance, and, one sign below the covered walkway, if any ("below canopy" as hereinafter detailed) oriented to pedestrians underneath the canopy.
- B. Above-canopy signs
 1. Above-canopy signs shall identify the name of the business only. No symbols, pictures, logotypes, etc. may be displayed above the canopy.
 2. Above-canopy signs shall be limited to 3 words or less.
 3. Above-canopy signs will be made of individual letters mounted to the face of the building canopy, as designated by Landlord, with lighting projected from inside the letters. Letter size will be max. 24 inch capital letter height; lower case letter size falling accordingly.
- C. Below-canopy signs
 1. Below-canopy sign may include name of business and descriptive copy up to a maximum of 10 word syllables. One picture, symbol or logotype may be displayed on below-canopy sign.
 2. Below-canopy signs will be one of the following: individual wood letters mounted to the face of the building or single or double-faced painted and/or

routed wood plaque suspended from the canopy at a right angle to the store front.

3. The below-canopy sign should be located as close to the public entrance door as possible.

4. Additional Signs Allowed

- A. Tenants solely occupying an entire building may have up to four above-canopy signs, one sign each on each face of the building.
- B. Tenants sharing a building with other Tenants may have one above-canopy sign for each exterior building face of Tenant's leased area.
- C. All Tenants may have up to one below-canopy sign for each public entrance door.

5. Prohibited Signs

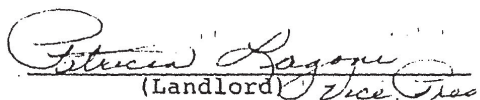
A. Window Signs

1. No signs may be placed in or on display windows except for temporary "special" or "sale" notices which may occupy up to 20% of the total window surface and excepting those required by regulatory agencies.
2. No signs of any sort may be displayed permanently or temporarily on the doors.

B. Burglar Alarm Boxes

1. Burglar alarm boxes may not be installed without written permission of Landlord, designating approved location of such boxes.

The aforesaid is agreed to this ____ day of _____, 19__.


(Landlord) Vice Pres.

(Tenant)

DISCLOSURES

1. Radon Gas

Pursuant to Florida Statutes, Section 404.056(8) every prospective purchaser of any building and every prospective tenant of any building, is hereby notified prior to or at the time of the execution of a Contract for Sale and Purchase or the execution of a Rental Agreement for any building of the following:

"RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit".

2. Agency and Compensation

Pursuant to Florida Statutes, Section 475.25(1)(g) and Rules 21V-10.033 and 2-13.003(2), Florida Administrative Code, Howard D. Schneider Jr. hereby gives Notice to

(Name of Sales Person)

Mr. and Mrs. J. P. Cowie (Comm.) that he/she is the agent and sales representative of C. HAYNES WAYNE PROPERTIES

(Name of Seller or Landlord)

and that the above named sales person is being paid by said seller or landlord.

3. Receipt of Notification

The undersigned Buyers or Tenants hereby acknowledge having received the above Notification regarding Radon Gas and Agency and payment relationships, prior to or at the time of the execution of a Contract for Sale and Purchase or Rental Agreement.

Buyer or Tenant

Date _____

Buyer or Tenant

Date _____
