

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") made and entered into this 9TH day of JUNE, 2020 (the "Effective Date"), by and between the Parties named in Section 1.0 which Parties in consideration of their mutual covenants herein set forth do hereby agree as herein specified. Although this Lease shall become effective upon the Effective Date, the Term of this Lease shall begin on the Commencement Date as defined in Section 2.3 herein.

SECTION 1.0 PARTIES. The "Parties" under this Lease are:

1.1 Landlord:

FREP III – GAINESVILLE, LLC

herein called "**Landlord**"
whose address is:

2501 S. MacDill Ave.
Tampa, FL 33609

1.2 Tenant:

CAREERSOURCE NORTH CENTRAL FLORIDA

herein called "**Tenant**",
whose address is:

10 NW 6th Street
Gainesville, FL 32601

With a copy to:

The Sembler Company
5858 Central Avenue
St. Petersburg, Florida 33707
Attn: Gregory S. Sembler

SECTION 2.0 BASIC LEASE PROVISIONS.

2.1 SHOPPING CENTER. Gainesville Shopping Center (the "**Shopping Center**") located at 1002-1320 Main Street in Gainesville, FL, as depicted on Exhibit A attached hereto.

2.2 PREMISES. (Section 3) That portion of the Shopping Center crosshatched on Exhibit A, attached hereto and made a part hereof, with the following approximate area:

Space Number: 1112; Approximate Premises Area: 10,554 Square Feet

Note: The scale of the drawing, all figures and all tenant names on Exhibit A are tentative and subject to changes as may be directed by Landlord and/or governmental authorities without notice.

2.3 LEASE TERM, COMMENCEMENT DATE & POSSESSION DATE. (Sections 4 & 5). The initial term of this Lease (the "**Initial Term**") is five (5) years, which Initial Term starts on the Commencement Date defined as follows:

A. EXISTING PREMISES. The "**Possession Date**" is the date Landlord grants the Tenant entry into the Premises, and the "**Commencement Date**" is the earlier of (i) one hundred twenty (120) days after the Possession Date, or (ii) the date Tenant opens for business. Tenant accepts the Premises in its as is condition.

B. RENEWAL OPTIONS. Tenant shall have one (1) renewal option for a period of five (5) years, which such renewal option may be exercised in accordance with the provisions contained in Section 37 hereof (the Initial Term and any exercised renewal options shall collectively be referred to herein as the "**Term**").

C. ONGOING TENANT TERMINATION RIGHT. Landlord recognizes that Tenant is a governmental agency of the State of Florida and that its operation is dependent on provision of continued funding by both the Federal Government of the United States of America and upon continued annual appropriation by the State of Florida, both of which are subject to change. Landlord agrees that notwithstanding anything to the contrary contained in the Lease, from and after the nineteenth (19th) month of the Initial Term, Tenant may terminate the Lease on ninety (90) days' prior written notice to Landlord in the event the Department of Labor or the State of Florida cancels, fails to fund or otherwise terminates or negates the grant through which this Lease is funded to Tenant.

2.4 MINIMUM ANNUAL RENT. (Section 6)

A. MINIMUM ANNUAL RENT. Minimum Annual Rent for the Term shall be as shown below. Minimum Annual Rent (and all other Rent, as defined below) will be paid to Landlord, without notice or demand and without deduction or offset, as an independent covenant of all other covenants of this Lease.

Initial Term:

<u>Year</u>	<u>Annually</u>	<u>Monthly</u>	<u>Per Sq. Ft.</u>
1	\$137,202.00	\$11,433.50	\$13.00
2	\$141,318.06	\$11,776.51	\$13.39
3	\$145,539.66	\$12,128.31	\$13.79
4	\$149,972.34	\$12,497.70	\$14.21
5	\$154,405.02	\$12,867.09	\$14.63

Renewal Option One (1):

<u>Year</u>	<u>Annually</u>	<u>Monthly</u>	<u>Per Sq. Ft.</u>
6	\$159,048.78	\$13,254.07	\$15.07
7	\$163,798.08	\$13,649.84	\$15.52
8	\$168,758.46	\$14,063.21	\$15.99
9	\$173,824.38	\$14,485.37	\$16.47
10	\$178,995.84	\$14,916.32	\$16.96

B. RENT DEFINED. All additional rental amounts ("**Additional Rent**"), as outlined in Sections 2.8 and 2.9 hereof, shall be due and payable commencing upon the Commencement Date. Minimum Annual Rent, Percentage Rent (if applicable), Common Area Charges, Real Estate Tax Expense, Additional Rent, and other charges due from Tenant under this Lease are sometimes referred to herein individually and/or collectively, as applicable, as "**Rent**".

Upon receipt of a letter from Landlord outlining the Commencement Date, the Rent payable during the Term, the final square footage of the Premises and other related information (the "**Rent Commencement Letter**"), Tenant agrees to do one of the following, each within ten (10) days of receipt of the Rent Commencement Letter:

(1) in the event the Tenant agrees with the information contained in the Rent Commencement Letter, the Tenant shall acknowledge and execute the Rent Commencement Letter in the space provided and return same to the Landlord; or

(2) in the event the Tenant disagrees with any of the information contained in the Rent Commencement Letter, the Tenant shall provide its reasons for disagreement in writing to the Landlord.

Failure of the Tenant to proceed under either (1) or (2) above within thirty (30) days of receipt of the Rent Commencement Letter shall be deemed an acceptance of the information contained in the Rent Commencement Letter, and Tenant hereby irrevocably appoints Landlord as attorney-in-fact for Tenant for the purpose of the Rent Commencement Letter only with full power and authority to execute and deliver the Rent Commencement Letter in the name of the Tenant.

C. TRIPLE NET LEASE. Subject to the obligations of the Landlord under this Lease, the Tenant acknowledges that it is intended and agreed that this Lease is and shall be a triple net lease and that the Minimum Annual Rent payable hereunder shall be completely net to the Landlord.

2.5 PERCENTAGE RENT. None.

2.6 TENANT'S BUSINESS OPERATION. (Section 8) The Premises shall be used only for an employment agency, and for no other use. Notwithstanding anything contained herein to the contrary, Tenant shall not violate the restrictions and exclusive use clauses as outlined in Exhibit D hereof.

A. Said business shall only be conducted under a name approved by Landlord, which approval shall not be unreasonably withheld. Landlord hereby approves the name "CareerSource North Central Florida".

2.7 SECURITY DEPOSIT. (Section 12) \$17,183.85.

2.8 INITIAL ESTIMATE OF TENANT'S PROPORTIONATE SHARE OF COMMON AREA CHARGES. (Section 13) The initial estimate of Tenant's Proportionate Share of Common Area Charges (including insurance but excluding dumpster charges) is \$48,442.86 for the 2020 calendar year, payable in advance monthly installments of \$4,036.91 each (based upon \$4.59 per square foot of Premises Area).

2.9 INITIAL ESTIMATE OF TENANT'S PROPORTIONATE SHARE OF REAL ESTATE TAX EXPENSE. (Section 15) The initial estimate of Tenant's Proportionate Share of Real Estate Tax Expense is \$17,625.18 for the 2020 calendar year, payable in advance monthly installments of \$1,468.77 each (based upon \$1.67 per square foot of Premises Area).

2.10 STATE RENT/SALES/USE TAXES. Tenant shall pay any tax assessed by the State of Florida that is applicable to rentals or charges specified in this Lease, if any, Landlord acknowledging that so long as Tenant is a governmental or quasi-governmental entity, such taxes may or may not be payable according to applicable laws. Where payable, said tax payment shall be paid to Landlord with and when the applicable rental or charge is due. Said tax shall be at the legally prevailing rate.

2.11 GUARANTOR. Deleted.

2.12 PROPORTIONATE SHARE. Wherever Tenant's "**Proportionate Share**" is referred to, it means the proportion that the Premises Area specified in Section 2.2 shall bear to the Shopping Center's gross leasable area, as shall exist from time to time, minus the square foot area of (i) those premises in excess of 7,500 square feet of gross leasable area, which stores are herein called "**Major Occupants**", (ii) those premises occupied by tenants and/or other occupants paying Common Area Charges on a fixed basis (hereinafter referred to as "**Fixed CAM Tenants**"), and (iii) those premises located on parcels which are not fully maintained by the Landlord, including Outparcels which are not maintained by the Landlord ("**Self-Maintaining Tenants**"), as the amounts paid by such tenants and/or occupants to the Landlord for Common Area Charges are deducted from Common Area Charges otherwise payable as set out in Section 13.1. For purposes of calculating Tenant's Proportionate Share, the Premises Area and gross leasable area includes, without limitation, the number of square feet of space contained on each floor within each permanently enclosed structure located in the Shopping Center (other than stores of Major Occupants, Fixed CAM Tenants and Self-Maintaining Tenants), as shall exist from time to time, but shall not include any of the following: any Common Areas, any premises which do not have entry doors facing onto N. Main Street or which are not otherwise reasonably leasable due to such premises configuration, minimal or lack of frontage, or otherwise, any common utility corridors, hallways, sump pump rooms or other utility rooms.

2.13 FRACTIONAL MONTHS/YEARS. Rents, billings and other charges under this Lease shall be, when appropriate, prorated for the fractional year or month, as the case may be, in which the Term commences and ends.

2.14 OUTPARCEL(S). Whenever an Outparcel(s) is referred to, the term shall mean the used or unused portion of the Shopping Center's site that generally constitutes the perimeter area and is not attached to the in-line portion of the Shopping Center. Customarily, this area is held for the future construction of free-standing buildings, whether they are owned by Landlord and leased by third parties, or they are sold to third parties, or the ground is leased to third parties. Such Outparcel(s) may be used or developed for similar or non-similar purposes.

2.15 LEASE YEAR DEFINED. For purposes of this Lease, the first "Lease Year" shall begin on the Commencement Date and end on the last day of the twelfth (12th) full calendar month thereafter, and each succeeding twelve (12) month period shall constitute a Lease Year.

SECTION 3.0 PREMISES.

3.1 GRANTING LANGUAGE AND MEASUREMENT OF PREMISES. Landlord hereby leases to Tenant and Tenant hereby rents from Landlord the Premises specified in Section 2.2. The Premises extend to the exterior faces of all walls, or to the center line of those walls separating the Premises from other premises in the Shopping Center. The Parties agree that the Premises shall not be subject to remeasurement.

3.2 LANDLORD'S RESERVATION OF USE. Landlord reserves the use of the walls and roof and the space immediately under the roof and floor, including the right therein to install, maintain, use, repair and replace the exterior façade, roof, pipes, ducts, conduits and wires in locations which will not materially interfere with Tenant's use thereof. No rights, licenses or easements for Tenant are created hereunder, except as expressly demised hereunder, and no easement for light or air is leased with or included in the Premises.

3.3 GRANTING OF RIGHT TO COMMON AREA. Landlord grants to Tenant, its invitees and customers, the non-exclusive right, as tenant, to use the Common Areas of the Shopping Center.

3.4 RELOCATION OF TENANT PRIOR TO POSSESSION DATE. Deleted.

3.5 RELOCATION OF TENANT. Landlord hereby reserves the right, at its sole option and upon giving at least sixty (60) calendar days written notice in advance to Tenant (the "**Relocation Notice**"), to transfer and remove Tenant from the Premises from time to time to any other available space in the Shopping Center of substantially equal area, which space shall, once Tenant has been relocated therein, be deemed the "Premises" for purposes of this Lease. In the event that the relocated Premises are different in size than the Premises, the Base Rent and all other Rent calculations for the purposes of this Lease shall be adjusted to reflect the square footage of the relocated Premises. In the event the relocation premises are unacceptable to Tenant, Tenant must notify Landlord within ten (10) days of receipt of the Relocation Notice that it wishes to terminate the Lease in thirty (30) days in lieu of being relocated. In the event Tenant so notifies the Landlord, Landlord shall have ten (10) days from receipt of such notice to revoke the Relocation Notice, in which event the relocation shall be null and void. If Landlord does not so revoke the Relocation Notice within the ten (10) day period, then the Lease shall terminate on the 30th day as specified in the Tenant's notice.

Landlord agrees to bear the reasonable expense of such transfer and removal, the reasonable cost of new stationary, business cards, website modifications, and other reasonable expenses of Tenant associated with a change of address (collectively, the "**Transfer Expenses**") as well as the reasonable expense of any renovations or alterations which are necessary to make the new space conform substantially in layout and appointment with the Premises, which alterations and renovations shall be completed by Landlord (the "**Relocation Alterations**").

Landlord shall provide Tenant with its plans for the Relocation Alterations for Tenant's approval, which approval shall not be unreasonably withheld and shall be provided to Landlord within ten (10) days of receipt of Landlord's plans. Within ten (10) days of request therefore, Tenant shall also provide Landlord with the dollar amount of Transfer Expenses that Tenant will seek reimbursement for pursuant to this Section. Landlord may revoke its Relocation Notice in the event it cannot come to agreement with Tenant on the Transfer Expenses or Relocation Alterations.

Immediately upon completion of the Relocation Alterations, Landlord shall provide Tenant with written notice of same (the "**Relocation Completion Notice**"). As of the date the Tenant receives the Relocation Completion Notice, Tenant shall not be required to pay Rent with respect to the existing Premises. Tenant shall be responsible to transfer its furniture, fixtures and equipment from the existing Premises to the relocation premises within ten (10) days following receipt of the Relocation Completion Notice. At the completion of such ten (10) day period, the relocation premises shall become the "Premises" for the purposes of the Lease and the existing premises shall no longer be the Premises, provided Tenant shall not be required to pay Rent for the relocation Premises until thirty (30) days following the end of such ten (10) day period. Failure of Tenant to vacate the existing Premises within the ten (10) day period mentioned above and/or cooperate with Landlord pursuant to this provision and to remove itself from the Premises shall constitute an event of Default pursuant to this Lease and shall, in addition to other remedies of Landlord provided by this Lease, permit Landlord to enter the Premises and to remove Tenant and its property therefrom and to relocate Tenant and its property in and to the new space provided by Landlord pursuant to this provision, all without being liable to Tenant in any manner whatsoever for such acts, except for the expenses which are expressly provided in this Section 3.5 to be paid by Landlord. Further, for any period of time that Tenant remains in the original Premises beyond the ten (10) day period given to vacate, Tenant shall be required to recommence payment of Rent with respect to the original Premises until the date that the Tenant vacates the original Premises and leaves the original Premises in the condition required under the Lease.

3.6 LANDLORD'S MODIFICATION OF SITE PLAN. Landlord shall have the right to make such changes, modifications, and revisions to the Shopping Center (including the site plan) as the Landlord in its sole discretion may deem appropriate including, but not limited to, any one or more of the following with respect to buildings, or the Common Areas then existing in the Shopping Center, or buildings or the Common Areas to be constructed in the Shopping Center: (i) construct alterations therein; (ii) construct additions thereto; (iii) construct additional stories thereon; (iv) construct additional buildings, free-standing or connected to the then-existing buildings; or (v) rearrange, relocate, build upon or eliminate any Common Areas, provided that in no event shall there be provided less than the minimum parking facilities as required by local authorities, and Landlord shall use commercially reasonable efforts to minimize disruption to the Tenant's business, provided for greater certainty the entrance to the Premises shall never be blocked as a result of such modifications.

3.7 RESTRICTIONS. The Shopping Center is subject to the exclusives and restrictions set out in Exhibit D hereto, which are collectively referred to in this Lease as the "**Restrictions**". At all times during the Term of this Lease, the Tenant shall comply with and shall not violate the terms, provisions and requirements of the Restrictions. The rights of the Tenant hereunder are expressly subject and subordinate to the terms of the Restrictions, whether recorded before or after the date of this Lease, or recorded at all. Notwithstanding the foregoing, Landlord's failure to enforce any terms of the Restrictions with respect to one or more of the Non-Landlord Owned Parcel(s) shall not be deemed a default of this Lease. In the event of any conflict between any other provision of this Lease and this provision, this provision shall prevail.

SECTION 4.0 POSSESSION & IMPROVEMENT OF PREMISES.

4.1 POSSESSION OF THE PREMISES. Tenant shall be entitled to possession of the Premises on the Possession Date specified in Section 2.3.

4.2 LANDLORD'S WORK IN NEW PREMISES. None.

4.3 TENANT ACCEPTANCE OF EXISTING PREMISES. Tenant acknowledges and agrees that it has examined the Premises and knows the present condition thereof and accepts the Premises in its as is condition and that no representations as to the condition or repair of said Premises were made by Landlord or anyone on Landlord's behalf at any time prior to the execution of this Lease.

4.4 TENANT IMPROVEMENTS. Tenant shall, prior to the Commencement Date, at Tenant's sole cost, and expense, improve, fixture, equip, stock and decorate the Premises ("**Tenant's Work**") to the end that the Premises and Tenant's business therein will be comparable to Tenant's other locations. Notwithstanding the foregoing, Tenant shall be obligated to submit its construction plans to Landlord pursuant to the time frame and guidelines set forth in Section 29.1 and in Exhibit B attached hereto. Tenant acknowledges and agrees that Tenant shall not perform any construction staging or place any materials related to Tenant's Work in any of the Common Areas of the Shopping Center. With respect to Tenant's initial construction of the Premises and any of Tenant's Work, Tenant shall keep the Common Areas clean and free of any and all trash and/or construction debris resulting from Tenant's Work. Further, Tenant acknowledges and agrees that Tenant (i) shall remain solely responsible for removing from the Shopping Center any and all trash and/or construction debris generated by Tenant's Work on a daily basis, and (ii) shall not provide or utilize any dumpster or other trash receptacle located in any of the Common Areas for disposal of any items related to Tenant's Work. If Tenant fails to comply with the terms of the immediately preceding sentence, then, in addition to any and all other equitable and legal remedies which Landlord may have, Tenant agrees to pay to Landlord, as Additional Rent, a sum equal to One Hundred and No/100 Dollars (\$100.00) per day for each day it fails to comply with such requirements. This amount shall be payable to Landlord within ten (10) days after written demand. In the event that Tenant or Tenant's contractors, employees, or agents cause either directly or indirectly any damage (such damage may be, by way of example and not limitation, damage to asphalt, curbs, gutters, roofs, or parapet) to the Common Areas and/or any other tenant

building or premises, Tenant shall pay, within ten (10) days of receipt of written notice from Landlord, all sums required by Landlord to correct and repair such damage. If Tenant fails to pay any such sums within said ten (10) day period, Tenant shall be in default pursuant to Section 19.0 herein. Within ten (10) days after completion of Tenant's Work, Tenant shall obtain an affidavit and final and unconditional lien waiver in a form prescribed by Landlord (the "**Affidavit and Waiver**") from each and every contractor and/or subcontractor who has performed any of Tenant's Work in and around the Premises.

SECTION 5.0 TERM, LEASE YEARS & RELATED MATTERS.

5.1 LEASE TERM. The Term of this Lease starts on the Commencement Date, and continues for the number of Lease Years specified in Section 2.3. The Term shall end upon the passing of said number of Lease Years after the Commencement Date, subject to extension upon Tenant's exercise of its renewal option(s) described in Section 2.3(B).

5.2 TENANT OPENING REQUIREMENTS AND REMEDIES. Tenant agrees to complete all of Tenant's Work in the Premises and to open for business on or before the Commencement Date. In the event that Tenant fails to take possession of the Premises and open for business fully fixtured, stocked and staffed on the Commencement Date and/or continuously operate its business in accordance with the Lease (except for force majeure and *bona fide* periods of remodeling not to exceed thirty [30] days) during the Term, then Landlord shall have, in addition to any and all remedies herein provided, the right at its option to (i) collect not only the Minimum Annual Rent and other charges provided in this Lease, but Additional Rent at the rate of one three hundred-sixtieth (1/360) of the Minimum Annual Rent hereinafter provided per day for each and every day that Tenant is not open as required herein, and (ii) terminate Tenant's right of possession of the Premises but not necessarily the Lease upon thirty (30) days notice to the Tenant and recapture the Premises.

5.3 CERTIFICATE OF OCCUPANCY REQUIREMENT. Tenant agrees to provide Landlord with a copy of Tenant's final certificate of occupancy or its equivalent within thirty (30) days from the date Tenant receives same.

SECTION 6.0 MINIMUM ANNUAL RENT.

Tenant agrees to pay to Landlord on or before the first day of each calendar month, in advance, during the Term of this Lease, the monthly installment of Minimum Annual Rent, as specified in Section 2.4 hereof, starting on the Commencement Date and continuing on the first day of each calendar month thereafter during the Term. If applicable, Tenant shall also pay with each payment of Minimum Rent and other payments hereunder all sales tax or similar excise taxes imposed upon or with respect to the Minimum Rent and all other payments payable hereunder, even though the taxing statute or ordinance may purport to impose same against Landlord, and Landlord shall timely remit all such sales taxes or similar excise taxes to the appropriate taxing authority. If the Commencement Date shall fall upon a day other than the first day of a calendar month, Tenant's first payment of Minimum Annual Rent shall consist of Minimum Annual Rent for the fractional portion of the month between the Commencement Date and the first day of the first full calendar month in the Term, on a per diem basis (calculated on a thirty [30] day month), plus Minimum Annual Rent for the following calendar month.

SECTION 7.0 PERCENTAGE RENT. None.

SECTION 8.0 TENANT'S USE, BUSINESS NAME & OPERATION STANDARD.

8.1 TENANT USE. Tenant agrees to use the Premises solely for the operation of the business specified in Section 2.6 under the name specified therein. Tenant shall not sell merchandise or provide services that are not normally and customarily sold or provided by stores in Tenant's type of business.

8.2 TENANT USE STANDARDS. Tenant further agrees to conduct its business in the Premises in accordance with applicable laws, the Restrictions, and the exclusives and restricted uses set forth in Exhibit D hereto, subject to all matters of record and pursuant to the following standards:

A. To keep the Premises adequately illuminated and continuously open for business from at least 8:00 a.m. to 5:00 p.m. Monday through Friday. Tenant will not be open before 8:00 a.m. nor remain open after 10:00 p.m. without Landlord's prior written consent. Tenant further agrees to keep its exterior parapet and under-canopy signs adequately illuminated from dusk until one (1) hour after closing. Tenant also agrees to keep the Premises air-conditioned or heated as necessary.

B. To operate its business pursuant to the highest reasonable standards of its business category, maintaining at all times a substantial stock of appropriate merchandise on display, with sufficient personnel to service its trade.

C. Not to display any merchandise, solicit business or distribute advertising material in the Common Areas, nor in any manner use any part of the Common Areas for purposes other than for their intended common use and not to obstruct any part thereof.

D. Not to display any temporary or permanent signs, banners, pennants, search lights, window signs, balloons, neon, or similar temporary advertising media, or any going out of business, liquidation or similar signs or banners, on the exterior of the Premises, or the interior of the plate glass window, or affix or install any type of sunscreen, tinting film, solar screen or similar product to any window or door glass of the Premises.

- E. Not to commit waste in the Premises or Common Areas, and to keep the Premises in a safe, neat, clean and orderly condition and to maintain and repair any lighting or signs under any canopy immediately in front of the Premises.
- F. Not to use the Premises or permit the same to be used in any manner: in violation of any law, regulation, ordinance or the like; that would constitute a nuisance; for lodging purposes; that may injure the reputation of the Shopping Center or annoy, inconvenience or damage its patrons or other tenants or occupants; that would constitute an extra-hazardous use or violate any insurance policy of Tenant, Landlord or any other tenant or occupant in the Shopping Center or increase the cost thereof above its normal cost.
- G. To place all trash and refuse outside of the Premises prepared for collection in the manner and at the times and places specified by Landlord. In the event Landlord shall designate a waste collection service, Tenant shall pay (separately and in addition to Common Area Charges) its proportionate share of the cost of said service to Landlord or to whatever service company Landlord may designate, based on the ratio that the square footage of the Premises bears to the square footage of all premises using the service, and Landlord agrees that said collection charges shall be competitive. Tenant agrees not to burn or permit any burning of said garbage and refuse on the Premises or any part of the Shopping Center.
- H. To cause all trucks serving the Premises to load and unload at hours other than the regular shopping hours of the Shopping Center and to ensure that large truck service, including semi-tractor trailer deliveries and garbage collection, does not occur between the hours of 10:00 p.m. and 7:00 a.m. Trucks shall not be permitted to load or unload through the front entrance of the Premises except when no other entrance is available. All deliveries, garbage collection, and other loading activities shall be conducted inside the loading zone areas as may be designated by Landlord, which areas shall be constructed utilizing materials designed to muffle noise and which areas shall contain doors that shall remain closed during all loading zone activities so as to eliminate noise associated with these activities.
- I. To cause its employees, officers and agents to park only in places, if any, designated by Landlord for employee parking. Landlord reserves the right to have towed any vehicle parked in violation of this clause at Tenant's expense.
- J. To take no action that would violate the Restrictions or any of Landlord's contracts, if any, affecting the Shopping Center or cause any work stoppage, picketing or cause any manner of interference with the use and enjoyment of the Shopping Center by Landlord, other tenants, occupants, customers or any person lawfully in and upon the Shopping Center.
- K. To abide by and observe all rules and regulations established from time to time by Landlord and Landlord's insurance carrier with respect to the operation of the Shopping Center and its Common Areas. Landlord reserves the right from time to time to amend or supplement said rules and regulations and to adopt and promulgate additional rules and regulations applicable to the Premises and the Shopping Center. Notice of such additional rules and regulations, and amendments and supplements, if any, shall be given to Tenant and Tenant agrees thereupon to comply with and observe all such rules and regulations, and amendments thereto and supplements thereof, provided such amendments and supplements shall apply in a non-discriminatory manner to all similar tenants of the Shopping Center.
- L. Tenant acknowledges that it is Landlord's intent to operate the Shopping Center in a manner consistent with the highest standards of decency and morals prevailing in the community which it serves. Toward that end, Tenant agrees that it will not sell, distribute, display or offer for sale any item which, in Landlord's good faith judgment, is inconsistent with the quality of operation of the Shopping Center or may tend to injure or detract from the moral character or image of the Shopping Center within such community. Without limiting the generality of the foregoing, Tenant will not sell, distribute, display or offer for sale any roach clip, water pipe, bong, toke, coke spoon, cigarette papers, hypodermic syringe or other paraphernalia commonly used in the use or ingestion of illicit drugs, or any pornographic, lewd, suggestive, or adult newspaper, books, magazine, picture, representation or merchandise of any kind.
- M. Tenant shall not walk upon the roof of the Shopping Center, nor erect any radio or television aerial, satellite dish, or other device on the roof or exterior walls of the Premises or the building in which the Premises are located without Landlord's prior written consent.
- N. Tenant shall not use plumbing facilities for any other purpose than the purpose for which they were constructed.
- O. Tenant shall use, at Tenant's cost, a pest extermination contractor, at least one (1) time annually.
- P. Tenant shall conduct no fire, auction, bankruptcy, going-out-of-business, lost-our-lease, or similar sales in the Premises, nor shall Tenant operate as a wholesale store, a cooperative store, a secondhand store, a sample store, or a surplus store.
- Q. Tenant shall not use or permit the Premises to be used in any way which will injure the reputation of the Premises or of the Shopping Center, or which may be a nuisance, annoyance, or

inconvenience to the tenants, occupants, customers or any person lawfully in or upon the Shopping Center or to the neighborhood, including without limiting the generality of the foregoing, permitting loud noise by the playing of musical instruments or radios or television, or the use of microphones, loudspeakers, electrical equipment, or utilizing flashing lights or search lights, or permitting the emission of odors from the Premises, any of which, in the judgment of the Landlord, might cause disturbance, impairment, or interference with the use or enjoyment by any other tenant of its premises.

If Tenant fails to comply with the terms of this Section 8.2 then, in addition to any and all other equitable and legal remedies which Landlord may have, Tenant agrees to pay to Landlord, as Additional Rent, a sum equal to One Hundred and No/100 Dollars (\$100.00) per day for each day it fails to comply with such requirements. This amount shall be payable to Landlord within ten (10) days after written demand.

8.3 ODORS AND VIBRATIONS:

A. Tenant represents, warrants, covenants and agrees that Tenant shall not use any materials in the Premises that produce or cause noxious odors or hazardous fumes from or within the Premises. If in Landlord's sole discretion, Landlord deems it necessary for Tenant to ventilate the Premises or in the event local laws and codes require specific ventilation as a result of odors or fumes produced in or emanating from the Premises, Tenant shall immediately cause the Premises to be adequately ventilated, at Tenant's expense, including, but not limited to, the installation of exhaust fans (or other ventilation equipment) in the Premises in order to prevent odors or fumes from emanating from the Premises into any other premises (including any fresh air intakes into any other premises) within the Shopping Center or into the Common Areas. Including any and all ventilation measures that are required by laws and codes due to Tenant's use. All work performed by Tenant pursuant to this Section 8.3 shall be performed in accordance with the terms and conditions of this Lease. In the event that Tenant fails to take any action required under this provision within two (2) business days after notice from Landlord or if Landlord determines, in its sole judgment, that Tenant's remedy is not sufficient and that odors and fumes are not being adequately controlled, or in the event laws and codes are not complied with by Tenant, Landlord may (but shall not be obligated to) immediately install such adequate ventilation system upon prior written notice to Tenant, and, upon demand, Tenant shall reimburse Landlord for the cost thereof, plus an administrative fee of 20% of such cost. Further, in the event that the Premises are being used as a restaurant or nail salon, or in the event that odors or fumes are emanating from the Premises at any time (or can reasonably be expected to emanate from the Premises based on Tenant's use), Tenant agrees that it shall install a 6 mil poly vapor barrier at its expense in any interior demising Premises walls which are adjacent to other premises in the Shopping Center.

B. If Tenant uses amplified music or produces any other cause of noise or vibration in the Premises, Tenant agrees that it will take all measures to prevent the level of sound or vibration permeating the wall between the Premises and adjacent premises as a part of Tenant's Work by installing soundproofing materials into the demising wall using methods and materials that are approved by Landlord prior to installation.

C. The Parties further agree that in the event that there are odors, fumes, noise or vibration emanating from the Premises at any time which are causing a nuisance to any other premises in the Shopping Center or are affecting the operation of any other occupant in the Shopping Center or are otherwise in violation of laws or codes, or in the event Tenant is engaging in any other action or operations which are causing a nuisance to any other premises in the Shopping Center or are affecting the operation of any other occupant in the Shopping Center or are in violation of laws or codes, and in each case such actions are not ceased by Tenant within two (2) business days following written notice from Landlord, then in addition to all remedies available to the Landlord under this Lease or at law for Tenant default (which remedies shall be immediately exercisable notwithstanding any notice or cure periods otherwise provided for in this Lease), and in addition to the remedies granted to Landlord in this Section 8.3, Landlord may require the Tenant to close immediately, in which event Tenant shall cease operations from the Premises immediately and shall remain closed without any abatement in Rent until such time as the action causing a nuisance or affecting the operation of an occupant is rectified.

SECTION 9.0 UTILITIES.

9.1 UTILITY PAYMENTS. From the earlier of (i) the date Tenant takes possession of the Premises, and/or (ii) the date Tenant begins its work in the Premises, Tenant agrees, at Tenant's expense, to have the utility meters registered in Tenant's name and to pay for all utility services rendered or furnished to the Premises including, without limitation, any water, gas, electricity, sewer, fire protection, and/or other utilities, as well as any meter fees, hookup fees, impact fees or special assessments, together with all taxes or other charges levied on such utilities based on utility consumption and/or otherwise. If required by Landlord, Tenant shall pay to Landlord the amount of impact fees required of Tenant to the extent Landlord has impact fee credits available for such purpose. All utilities at the Premises are separately metered.

9.2 LANDLORD LIABILITY FOR UTILITY SERVICES. In no event shall Landlord be liable for the quality, quantity, failure or interruption of such services to the Premises.

SECTION 10.0 TENANT'S WORK, FIXTURES, PROPERTY & SIGNS.

10.1 TENANT'S WORK. All Tenant's work (including alterations and other improvements) undertaken in the Premises by Tenant shall consist of new material installed in a workmanlike manner and in compliance with all applicable laws and regulations and shall be performed only by contractors or subcontractors who have complied with the Tenant insurance standards specified in Section 14 hereof. Tenant shall make or cause to be made all such alterations to the Premises (including, without limiting, the generality of the foregoing, removing such barriers and providing such alternative services) as shall be required for compliance with the Americans with Disabilities Act of 1990 and any rules and regulations from time to time promulgated thereunder. If, as a result of Tenant's Work, there is any damage to any other premises or the personal property of either Landlord or any other tenant or occupant in the Shopping Center, Tenant shall, at its sole cost and expense, immediately repair said damage and/or replace said personal property. Tenant shall not commence work until it has supplied a list of contractors and subcontractors to Landlord and Landlord has approved such list. Tenant shall not permit any contractor or subcontractor not listed on such approved list to perform any work. Tenant shall not permit to be created nor to remain undischarged any lien, encumbrance or charge arising out of any work of any contractor, mechanic, laborer or materialmen which might be or become a lien or encumbrance or charge upon the Premises or the Shopping Center or the income therefrom, and the Tenant shall not suffer any other matter or thing whereby the interest of Landlord in the Premises or in the Shopping Center might be impaired. The Shopping Center shall not be subject to attachment. Pursuant to Florida Statute 713.10, it is the intent of the Parties hereto that the Landlord's interest in the Premises and the Shopping Center shall not be subject to any liens filed for improvements made by or for Tenant and/or because of Tenant's failure to make payments in connection with any buildings or improvements installed or constructed on the Premises. The Memorandum of Lease provided for in Section 5.4 shall expressly give notice of and prohibit such liability by Landlord. Tenant shall include in all contracts and subcontracts for work to be performed on Tenant's behalf at the Premises provisions wherein such contractor or subcontractor acknowledges that Landlord has no liability under such contracts and subcontracts and that such contractor or subcontractor waives any right it may have to lien or attach the Premises and the Shopping Center. Not in limitation of the foregoing, if any lien be filed by virtue of Tenant's work, Tenant shall cause the same to be fully discharged of record by payment, bond, order of court, or otherwise as required by law within thirty (30) days of filing. Landlord may, at Landlord's option, cause such discharge and Tenant shall reimburse Landlord, with interest at the Default Rate, for all of its costs and expenses, including attorneys' fees, incurred by Landlord within ten (10) days of receipt of written demand thereof by Landlord. Nothing in this Lease shall be construed as in any way constituting a consent or request by Landlord, expressed or implied, by inference or otherwise, to any contractor, subcontractor, laborer, or materialman for the performance of any labor or the furnishing of any materials for any specific or general improvements. All such work including, without limitation, floor covering, lighting, ventilating, heating and air conditioning equipment, wall coverings and store fronts shall, upon termination of this Lease, attach to the freehold and become and remain Landlord's property. Tenant agrees not to undertake any Tenant work without Landlord's prior written consent.

10.2 TENANT'S PERSONAL PROPERTY. All trade fixtures and equipment installed by Tenant in the Premises (if any) shall be new or completely reconditioned and shall, along with Tenant's merchandise, remain the personal property of Tenant. Tenant shall, at the expiration of the Term and upon vacating the Premises, remove all its trade fixtures and personal property that is removable without injury to or defacement of the Premises, and provided all Rent is paid in full and Tenant is not otherwise in default under this Lease, and further provided that any damage to the Premises or the Shopping Center resulting from such removal shall be simultaneously repaired at Tenant's expense. Tenant agrees that all Tenant's personal property in the Premises shall be at the sole risk of Tenant and/or those claiming under Tenant. Landlord shall not be responsible to Tenant for any loss that may be occasioned by the acts or omissions of persons occupying any space adjacent to or adjoining Tenant's Premises, or be liable to Tenant for any loss resulting to Tenant, or any of Tenant's property, caused in any manner whatsoever. If the Tenant does not remove its trade fixtures and personal property at the expiration or earlier termination of this Lease, such trade fixtures and personal property shall, at the option of the Landlord, be deemed to have been abandoned and become the property of the Landlord without payment of any compensation therefor, and may be removed from the Premises and disposed of by the Landlord as it deems advisable at the Tenant's sole cost. Tenant waives any claim against the Landlord for damage to abandoned property, as well as the right to sue for failure to comply with Chapter 715, Florida Statutes.

10.3 TENANT'S SIGN(S). Subject to (i) Landlord's consent as to number, size, color, type, location and specifications, (ii) the Landlord's sign criteria as outlined in Exhibit C attached hereto, (iii) the Restrictions, and (iv) the Tenant's sign(s) being in compliance with all applicable laws, ordinances, zoning conditions, rules, regulations, orders and interpretations (collectively, "**Laws**"), ((i) to (iv) being collectively referred to herein as the "**Signage Requirements**"), Tenant may install and illuminate a sign on the exterior of the Premises. Tenant agrees that it will not erect any other exterior sign without first complying with the Signage Requirements. Tenant agrees to install all of said signs in conformance with the Signage Requirements, and to keep the same in a good state of repair and defend, indemnify and hold Landlord harmless from any damages stemming from the installation, maintenance, existence or removal of the same, and Tenant shall repair any damage which may have been caused by said installation, existence, maintenance or removal. Upon vacating the Premises, Tenant agrees to remove all signs and simultaneously repair, at Tenant's sole expense, any damage to the Premises or Shopping Center caused by the initial installation and such removal.

Tenant shall further have the right to install its sign panels on the Shopping Center pylon signs shown on Exhibit C-1 in the location shown on Exhibit C-1. The Tenant shall be responsible at its expense for the initial design and installation of the sign panels, which design shall be subject to Landlord's prior written approval. The Tenant shall be further responsible for any necessary repairs and replacements to its sign panels, and upon the expiration or earlier termination of this Lease, the Tenant shall remove its sign panels and repair any damage caused by installation, repair or removal of same. The Tenant shall pay its proportionate share of the maintenance of the pylon sign as part of Common Area Charges.

10.4 REMODEL OF BUILDING FAÇADE BY LANDLORD. In the event Landlord should remodel the building or fascia/facade of the Premises or any portion of the Shopping Center, it is agreed as follows:

A. The work shall be done by Landlord at Landlord's expense in a timely and expeditious manner.

B. Landlord shall inform Tenant prior to the commencement date of work.

10.5 LIABILITY FOR TENANT'S PERSONAL PROPERTY. Tenant further agrees that all personal property of every kind or description which may at any time be in the Premises shall be at the Tenant's sole risk, or at the risk of those claiming under the Tenant. Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by the acts or omissions of persons occupying any space adjacent to or adjoining Tenant's Premises, or any part thereof. Landlord shall not be responsible or liable to Tenant for any loss or damage resulting to Tenant or its property or its business resulting from any roof leaks, water, gas, steam, fire, or the bursting, stoppage or leaking of water and/or sewer pipes, or from the heating or plumbing fixtures, or from electric wires, or from gas or odors, or caused in any manner whatsoever.

SECTION 11.0 MAINTENANCE OF PREMISES.

11.1 LANDLORD MAINTENANCE. Landlord agrees to keep and maintain in good order and repair the roof and other exterior portions of the Premises and to make any necessary structural repairs of the Premises. Landlord shall not be responsible for reasonable wear and tear or damage caused by any act or negligence of Tenant, its employees, agents, invitees, licensees or contractors. Landlord shall further be responsible for maintenance and repair as described in Sections 11.2, 11.3, 11.4 and 11.5 below.

11.2 TENANT MAINTENANCE. Tenant agrees at Tenant's expense, to keep and maintain in good order and repair, and replace as necessary, all portions of the Premises not specifically designated above and in sections 11.2, 11.3, 11.4 and 11.5 as Landlord's obligation, including, without limitation, the exterior and interior portions of all doors, door hardware, door jambs and frames, and door operators, exterior signs, utility meters, windows, window hardware, plate glass, all plumbing and sewage facilities within the Premises except maintenance resulting from subterranean pipes and sewage support, fixtures, interior walls, floors, ceiling tiles, and all interior building appliances, and maintenance of HVAC equipment. Tenant shall not be responsible for HVAC equipment that needs to be repaired or replaced (so long as Tenant maintains the required HVAC maintenance contract hereunder), or for subterranean pipes or sewage support that needs maintenance, repair or replacement (based upon the opinion of the Landlord's approved maintenance contract provider), and these maintenance, repair and replacements as applicable shall be the Landlord's responsibility. Tenant shall be responsible for the maintenance, and repair of the fire sprinkler system exclusively serving the Premises (excluding the riser, or need for replacement which shall be the Landlord's responsibility).

Tenant additionally agrees that during the Term Tenant shall keep in full force, at Tenant's expense, a standard maintenance contract on the heating, ventilating, and air conditioning ("HVAC") equipment with a reputable contractor (which contract shall provide for inspection and service of the HVAC equipment no less than quarterly) which shall be submitted to Landlord for approval. If Landlord does not comment on same within ten (10) days of receipt, the contract shall be deemed approved.

Tenant (i) will keep clean the inside and outside of all glass in the doors and windows of the Premises; (ii) will maintain insurance at its own expense and replace promptly any broken plate or window glass at a quality similar to what existed previously, (iii) will replace doors or door hardware of the Premises which may for any reason become cracked or broken, (iv) will maintain the Premises in a clean, orderly and sanitary condition and free of insects, rodents, vermin, and other pests; (v) will not permit undue accumulation of garbage, trash, rubbish or other refuse in the Premises; (vi) will keep such refuse in proper containers inside the Premises until such time as same is called for to be removed; (vii) will promptly report to Landlord in writing any maintenance problems involving water, moist conditions, or mold; (viii) will not block or inhibit the flow of return or make-up air into the HVAC system serving the Premises and will maintain the Premises at a consistent temperature and humidity level in accordance with the Landlord's instructions; and (ix) will otherwise conduct all activities in the Premises in a manner that prevents unusual moisture conditions or mold growth.

11.3 NON FFE ITEMS. The HVAC system, the plumbing, electrical and sewage system serving the Premises, the storefront glass, and any other fixtures or equipment which are immovable and are not the personal property of the Tenant and are the property of the Landlord are collectively referred to as the "Non FFE Items". The Landlord shall be responsible for any maintenance, repair and replacement expenses to the NON FFE ITEMS, provided with respect to the HVAC, so long as Tenant has maintained a Landlord approved HVAC maintenance agreement, Landlord shall be responsible for HVAC repairs and replacements not covered by the maintenance agreement.

11.4 TENANT REQUIREMENT TO CONFORM. During the Term Tenant shall, at Tenant's cost, make any changes or alterations in the Premises that may be necessary to cause said Premises to conform to all governmental and insurance underwriters' requirements adopted after the Effective Date so long as those are not changes or alterations to the Non FFE items or items the Landlord is required to maintain or replace because they are not covered by the standard Landlord approved HVAC maintenance agreement.

11.5 LANDLORD RIGHT TO MAINTAIN PREMISES. If Tenant refuses or neglects to commence and

complete any of the foregoing promptly and adequately, Landlord may, but shall not be required to, make or complete said repairs and Tenant shall pay the cost thereof to Landlord upon demand, together with a sum equal to twenty-five percent (25%) of said costs for overhead and administration, all due and payable within ten (10) days after billing from Landlord to Tenant.

SECTION 12.0 SECURITY DEPOSIT.

12.1 SECURITY DEPOSIT, RESTORATION AND REFUND. Tenant has deposited with Landlord the Security Deposit specified in Section 2.7(A), said Security Deposit to be retained by Landlord, interest free, as security for the performance by Tenant of its Lease agreements. Landlord shall not be required to keep the Security Deposit separate from its general funds. Tenant shall not transfer or encumber said Security Deposit and any such act shall not be binding on Landlord. If Tenant defaults, in the payment of Rent or otherwise, Landlord may, without prejudice to other Landlord remedies, apply as much of said Security Deposit as may be necessary to compensate Landlord, toward payment of Rent or other loss or damage to Landlord stemming from such default, and Tenant shall immediately, upon notice from Landlord, restore said Security Deposit to its original sum. Tenant's failure to pay to Landlord a sufficient sum to restore the Security Deposit to its original amount within three (3) days after receipt of notice shall constitute a default under this Lease. Said Security Deposit, less any amount expended as aforesaid, shall be returned to Tenant within thirty (30) days following the end of the Term, provided Tenant has returned the Premises to Landlord in the condition required hereunder.

12.2 LIABILITY FOR SECURITY DEPOSIT. Tenant agrees that the holder of any mortgage covering the Premises shall not, under any circumstances, be liable for such Security Deposit. In the event of a sale of the Shopping Center, Landlord shall deliver said Security Deposit to the purchaser and thereupon the transferring Landlord shall be discharged from any further liability with respect to the Security Deposit and the purchaser shall retain said Security Deposit as Landlord under this Section.

SECTION 13.0 COMMON AREA CHARGES.

13.1 COMMON AREA CHARGES DEFINED. Common Areas shall be defined as including, without limitation, any of the following that may be part of the Shopping Center or related to the Shopping Center maintenance obligations: parking areas, stairwells, pedestrian ways, hallways, sump pump room, utility rooms, driveways, service courts, building surfaces, access and interior roads, private roads, detention ponds and drainage facilities and other areas or facilities to be maintained by Landlord regardless of whether said ponds and/or facilities are located within the Shopping Center or outside the Shopping Center, fire protection systems for Common Areas, truckways, ramps, loading docks, delivery areas, sidewalks, walkways, walls, curbs, lighting standards, bike racks, fountains, statues and artwork, planters, seating areas, bus stops, bus shelters, traffic and directional signs, open and enclosed courts and malls, landscaped and park areas, landscaping and maintenance of adjacent land, rights of way and/or medians required to be maintained by the Shopping Center owner or management, drainage systems, benches, fences, fire corridors, meeting areas, public restrooms and comfort stations, and any shoulders and medians of streets adjacent to the Shopping Center. Landlord may, from time to time, open, close, relocate, climatize or de-climatize any food court and mall areas, change the layout, size, locations, elevation, nature and/or use of any Common Areas, and may construct or erect buildings or other structures therein or thereon and move or remove the same. Except for any Lease provision to the contrary, Landlord shall either do the following or cause to be done by Landlord's designated contractor, agent or employee: operate, maintain, manage, equip, light, clean, paint, repair, and, at Landlord's option, provide security personnel and/or leased equipment for said Common Areas and heat and cool any mall or other areas now or hereafter enclosed, as Landlord shall from time to time determine. Landlord or Landlord's designated contractor, agent or employee may perform any other maintenance, changes, repairs, replacements or improvements that Landlord may hereafter desire or deem necessary and appropriate. Landlord may designate or permit a third party to perform the obligation of Landlord. Capital expenditures required due to changes in regulations that were not required when the Shopping Center was built, reserves for repair or replacement of capital items, excluding items for which Landlord is responsible as contained in Section 11.1, and capital expenditures made in order to reduce other operating expenses, shall be considered common area charges. Landlord agrees to maintain, or cause to be maintained, commercial general liability insurance relating to the Shopping Center and the Common Areas thereon on an occurrence basis, in the minimum amount of \$1,000,000.00, and all risk or special form property coverage to the extent of the replacement cost of the Shopping Center buildings owned by Landlord with the option of taking advantage of any co-insurance provisions therein, with reasonable deductibles. Landlord may further maintain such additional insurance as is commercially reasonable or as required by any mortgagee, including without limitation a supplemental flood insurance policy in the event the Shopping Center is in a flood zone. All of the foregoing services and items, together with Landlord's repairs and replacement of roofs and structural components and periodic repainting of buildings in the Shopping Center, and all assessments due under any declaration or restrictive covenants recorded from time to time affecting the Shopping Center, including, without limitation, the Restrictions, and expenditures required to comply with the conditions or permits and approvals for the Shopping Center, are herein collectively called "**Common Area Maintenance**" and the costs therefor, plus a fifteen percent (15%) administrative charge, minus the amount paid to the Landlord by the Major Occupants, Fixed CAM Tenants and Self-Maintaining Tenants for Common Area Maintenance and Insurance, are herein collectively called "**Common Area Charges**".

13.2 PAYMENT OF COMMON AREA CHARGES. Commencing with the first day of the Term, Tenant agrees to pay to Landlord Tenant's Proportionate Share of Common Area Charges specified in Section 2.8 on the first day of each calendar month, in advance, during the Term for the monthly installment, which Section 2.8 monthly installments represent Landlord's estimate of the amount of Tenant's Proportionate Share of said Common Area Charges at Term commencement. Landlord shall, prior to the beginning of each calendar year, estimate the expected Common Area Charges for such calendar year and Tenant's Proportionate Share thereof, one twelfth (1/12) of which shall constitute the monthly installments for such year in lieu of, but never lower than, the monthly installments specified in Section 2.8. Within one hundred eighty (180) days after the end of each calendar year,

Landlord shall advise Tenant of the actual Common Area Charges paid or payable during the prior calendar year and thereupon there shall be an adjustment between Landlord and Tenant with payment to or repayment by Landlord, as the case may require, to the end that Landlord shall receive the entire amount of Tenant's annual Proportionate Share for said year. However, Landlord's failure to provide such statement of Common Area Charges by the date provided herein shall in no way excuse Tenant from its obligation to pay its Proportionate Share of Common Area Charges, or constitute a waiver of Landlord's right to bill and collect such Proportionate Share of Common Area Charges from Tenant in accordance with this Section. Any repayment that may be due by Landlord to Tenant may, at Landlord's option, take the form of a credit on Tenant's next succeeding monthly installment(s), or may be reimbursed separately by the Landlord. If Tenant's Proportionate Share is greater than the amount paid by Tenant during said prior year, Tenant shall pay Landlord the difference between the amount paid by Tenant and the amount actually due within thirty (30) days of Landlord billing Tenant for same. Landlord agrees to keep, at its principal office, records relating to said Common Area Charges. Tenant shall have the right to audit said records for the sole purpose of ascertaining the correctness of said Common Area Charges. Such audit shall be made during normal business hours; shall not unreasonably interfere with Landlord's office operations; shall be performed by Tenant or Tenant's chief financial officer; shall not be made more often than once during each calendar year; and, shall be limited to the records for the preceding calendar year. If Tenant desires to audit said records as aforesaid, Tenant shall notify Landlord no later than ninety (90) days after receipt of Landlord's annual statement and thirty (30) days in advance of the date on which Tenant proposes to perform such audit, commence said audit within sixty (60) days of said notice, and once the audit has commenced, diligently complete the same. If Tenant fails to provide Landlord notice of its desire to audit Landlord's records within ninety (90) days of the receipt of Landlord's annual statement, such statement shall be binding and conclusive on Tenant.

SECTION 14.0 INSURANCE.

14.1 TENANT INSURANCE REQUIREMENTS. Tenant shall procure and continue in force from and after the date Landlord shall deliver possession of the Premises to Tenant and throughout the Term of this Lease: (a) commercial general liability insurance with a limit of not less than \$2,000,000.00 combined single limit per occurrence for bodily injury or property damage and \$3,000,000.00 aggregate per location including, personal and advertising injury coverages with a limit of not less than \$1,000,000.00 per occurrence and liquor liability coverage (also known as "dramshop Insurance") with a limit of not less than \$1,000,000.00 per occurrence and umbrella coverage of \$3,000,000.00, if alcoholic beverages are sold and/or consumed on the Premises, as well as products/completed operations coverage with respect to any improvements completed by Tenant's contractors; (b) all-risk or special form property coverage, including sprinkler leakage coverage plus flood and/or earthquake coverage as deemed necessary by Landlord, in an amount adequate to cover full replacement of all leasehold or building improvements in the Premises which were originally constructed or provided by or on behalf of Tenant, as well as the cost of replacement of all fixtures, equipment, decorations, contents and personal property therein; with a reasonable deductible as determined by Landlord including no coinsurance clause or an agreed value provision; (c) exterior sign insurance and plate glass insurance covering all plate glass in the Premises; and (d) if there is boiler or air-conditioning equipment serving the Premises (whether installed in, adjoining, above or beneath the same), broad form boiler and machinery insurance in an amount adequate to cover replacement cost of all improvements and betterments but in no event less than \$100,000.00; (e) Tenant shall provide Landlord evidence of automobile liability coverage with a limit of not less than \$1,000,000.00 and evidence of worker's compensation coverage in accordance with the State of Florida requirements; and (f) Tenant shall carry business income /extra expense coverage in the amount of "actual loss sustained". Landlord shall have the right to periodically raise required coverage limits. For greater certainty, Tenant shall be responsible at its sole cost for all deductibles and self-insured retentions with respect to its insurance policies.

14.2 INSURANCE POLICY REQUIREMENTS. All of the insurance required under Section 14.1 shall name Landlord and its designee(s) as additional insureds on a primary and non-contributory basis and all insurance policies required under subsections (b) through (d) of Section 14.1 shall be issued in the names and for the benefit of Landlord, its designee(s), and Tenant. For greater certainty, all additional insureds listed on the Tenant's policy shall have the benefit of coverage limits equal to the greater of (i) the full amount of the Tenant's policy, and (ii) the amount of insurance required to be maintained by Tenant hereunder. A true and certified copy of each Tenant insurance policy with endorsement providing for Landlord's interest as named insured and/or a Standard Acord 27 Form Certificate of Insurance evidencing insurance coverage and confirming the Landlord as additional insured, with the wording "will endeavor to" removed from the cancellation clause and providing a minimum of thirty (30) days written notice to the Landlord, shall be provided to Landlord without demand throughout the Term. Such policies shall be issued by one or more responsible insurance companies satisfactory to Landlord with a minimum Best Rating of A-XI and approved to do business in Florida. All such insurance may be carried under a blanket policy covering the Premises and any other of Tenant's stores and shall contain endorsements that (1) such insurance may not be canceled or amended with respect to Landlord (or its designee[s]), except upon thirty (30) days prior written notice to Landlord (and such designee[s]), by the insurance company; and (2) Tenant shall be solely responsible for payment of premiums for such insurance. In the event Tenant fails to furnish or maintain such insurance as outlined in Section 14.1 (a through e) **PRIOR TO OR SIMULTANEOUSLY WITH THE POSSESSION DATE**, the Landlord may obtain such insurance and the premiums shall be paid by Tenant to the Landlord upon demand.

14.3 TENANT INDEMNIFICATION OF LANDLORD. Tenant will indemnify, save harmless, and defend Landlord promptly and diligently at Tenant's sole expense from and against any and all claims and demands in connection with any accident, injury or damage whatsoever caused to any person or property arising directly or indirectly out of Tenant's initial construction, alteration, renovation, remodeling, repair and/or fixturing of the Premises (whether or not occurring prior to the Commencement Date hereof), or out of the business conducted in the Premises or occurring in, on or about the Premises or any part thereof, including the Common Areas, or arising directly or indirectly from any act or omission of Tenant or any of its contractors, subcontractors or concessionaires

or subtenants or their respective licensees, servants, agents, employees, contractors or subcontractors, and from and against any and all costs, expenses and liability incurred in connection with any such claim or proceeding brought thereon. The commercial general liability insurance maintained by Tenant pursuant to Section 14.1 above shall specifically insure the contractual obligations of Tenant as set forth herein, but shall not limit Tenant's liability under this Section.

14.4 TENANT REQUIREMENT TO COMPLY WITH RECOMMENDATIONS OF INSURER. Tenant agrees, at its own cost and expense, to comply with all of the rules, regulations and recommendations of Landlord's property insurer and any similar body and any governmental authority having jurisdiction. If at any time and from time to time, as a result of or in connection with any failure by Tenant to comply with the foregoing sentence or any act of omission or commission by Tenant, its employees, contractors or licensees, or as a result of or in connection with the use to which the Premises are put (notwithstanding that such use may be for the purposes hereinbefore permitted or that such use may have been consented to by Landlord), the property insurance rate(s) applicable to the Premises, or the building in which same are located, or to any other premises in said building, or to any adjacent property owned or controlled by Landlord, or an affiliate of Landlord, and/or to the contents in any or all of the aforesaid properties (including rent insurance relating thereto) shall be higher than that which would be applicable for the least hazardous type of occupancy legally permitted therein, Tenant agrees that it will pay to Landlord, on demand, such higher portion of the premiums for all property insurance policies in force with respect to the aforesaid properties (including rent insurance relating thereto) and the contents of any occupant thereof as shall be attributable to such higher rate(s). If Tenant installs any electrical equipment that overloads the electrical lines in the Premises or the building in which they are located, Tenant shall, at its own cost and expense promptly remove such equipment or make whatever changes are necessary to remedy such condition and to comply with all requirements of Landlord's property insurer and any similar body and any governmental authority having jurisdiction thereof. For the purpose of this Section, any finding or schedule of Landlord's property insurer shall be deemed to be conclusive.

In the event that this Lease so permits and Tenant engages in the preparation of food or packaged foods or engages in the use, sale or storage of inflammable or combustible material, Tenant shall install chemical extinguishing devices (such as ansul) approved by Underwriters Laboratories and shall keep such devices under service as required by such organization. If gas is used in the Premises, Tenant shall install gas cutoff devices (manual and automatic).

14.5 WAIVER OF SUBROGATION. Each insurance policy carried by Landlord or Tenant and insuring all or any part of the Shopping Center, the Premises, including improvements, alterations and changes in and to the Premises made by either of them and Tenant's trade fixtures and contents therein, shall be written in a manner to provide that the insurance company waives all right of recovery by way of subrogation against Landlord or Tenant, as the case may be, in connection with any loss or damage to the Premises, property or businesses, building and contents caused by any of the perils covered by all risk or special form property coverage, and business interruption insurance (with respect to the Tenant), or for which either Party may be reimbursed as a result of insurance coverage affecting any loss suffered by it. So long as the policy or policies involved can be so written and maintained in effect, neither Landlord nor Tenant shall be liable to the other for any such loss or damage, even if such loss or damage was caused by the other Party's negligence (and each of Landlord and Tenant waives any claims it may have against the other resulting from such loss or damage), provided, however, that the foregoing waivers of liability given by Landlord and Tenant to each other shall apply only to the extent of any recovery made by the Parties under any policy of insurance now or hereafter issued. In the event of inability on the part of either Party to obtain such provision in its policy or policies with the carrier with whom such insurance is then carried, or such carrier's requiring payment of additional premium for such provision, the Party so affected shall give the other Party written notice of such inability or the increase in premium as the case may be. The Party to whom such notice is given shall have fifteen (15) days from the receipt thereof within which: (1) in the case of such inability on the part of the other Party, to procure from the aforesaid other Party's insurance carrier in writing, at no increase in premium over that paid theretofore by the Party so affected, such waiver of subrogation; (2) in the case of increased premium, to pay the other Party so affected the amount of such increase; or (3) to waive, in writing, within the time limit set forth herein, such requirement to obtain the aforesaid waiver of subrogation. Should the Party to whom such notice is given fail to comply as aforesaid within the same fifteen (15) day period, each and every provision in this Section in favor of such defaulting Party shall be canceled and of no further force and effect.

SECTION 15.0 TAXES.

15.1 DEFINITION OF REAL ESTATE TAX EXPENSE. For the purpose of this Lease, "**Real Estate Tax Expense**" shall include (i) all real estate taxes and assessments both general and special imposed by federal, state or local governmental authority or any other taxing authority having jurisdiction over the Shopping Center, against the land, buildings, and all other improvements within the Shopping Center, (ii) any resource recovery taxes or fees, retrofit taxes or fees, or any other special tax which may be assessed and imposed on the Shopping Center by any federal, state, or local government, including, without limitation, any tax allocation district assessment or any other special assessment against the Shopping Center, (iii) all real estate taxes levied and/or assessed due to the Shopping Center being located within the jurisdiction of a community development district, tax allocation district, community improvement district, special tax district and/or municipal tax district (collectively, the "**CDD Assessments**") and which are included in the tax bill (or in the alternative, charged by the Community Improvement District and/or Community Development District to Landlord) and (iv) any other assessments which may be levied or imposed on the Shopping Center, with such expense in each case excluding the expense relating to any tenants or occupants which are separately assessed for such expense, and such expense in each case including any and all expenses incurred by Landlord in negotiating, appealing or contesting such taxes and assessments. Real Estate Tax Expense shall include the face amount of real estate taxes, but shall not include any additional charges or penalties incurred by Landlord due to late payment of real estate taxes. Beginning with the Commencement Date, the Tenant shall pay a proportionate share of the Real Estate Tax Expense, which proportionate share shall be computed by multiplying the total of such Real Estate Tax Expense by a fraction, the numerator of which is the Premises area specified in Section 2.2, and the denominator of which is the number of square feet of gross

leasable area within that portion of the Shopping Center owned by the Landlord which is included in the tax statement (excluding the square footage of any tenants or occupants which are separately assessed). Any dispute as to the areas used in determining the Real Estate Tax Expense shall be resolved by certification of Landlord's architect.

15.2 CALCULATION OF TENANT'S PROPORTIONATE SHARE OF REAL ESTATE TAX EXPENSE.

Landlord shall estimate Tenant's annual proportionate share of such Real Estate Tax Expense and one-twelfth (1/12) of the amount so estimated shall be paid by Tenant on the first day of each calendar month, in advance, during the Term. The monthly installment set forth in Section 2.9 represents Landlord's estimate of Tenant's proportionate share of said Real Estate Tax Expense as of the Term commencement. Within one hundred eighty (180) days after the end of each tax year, Landlord shall furnish Tenant a statement in reasonable detail of the actual Real Estate Tax Expense paid or payable during the prior year, and thereupon there shall be an adjustment between Landlord and Tenant with payment to or repayment by Landlord, as the case may require, to the end that Landlord shall receive the entire amount of Tenant's annual proportionate share for such period. However, Landlord's failure to provide such statement of Real Estate Tax Expense by the date provided herein shall in no way excuse Tenant from its obligation to pay its proportionate share of Real Estate Tax Expense, or constitute a waiver of Landlord's right to bill and collect such proportionate share of Real Estate Tax Expense from Tenant in accordance with this Section. Any repayment that may be due by Landlord to Tenant may, at Landlord's option, take the form of a credit on Tenant's next succeeding payment or payments pursuant to this clause, or may be reimbursed separately by Landlord. If Tenant's proportionate share is greater than the amount paid by Tenant during the prior tax year, within thirty (30) days after receipt of Landlord's statement, Tenant shall pay the Landlord the difference between the amount paid by Tenant and the amount actually due.

15.3 RENTAL TAXES. Should any governmental taxing authority acting under any present or future law, ordinance or regulation, levy, assess or impose a tax, excise and/or assessment (other than an income or franchise tax) upon or against the rentals payable by Tenant to Landlord, either by way of substitution for, or in addition to, any existing tax on land and buildings or otherwise, or any other substitute tax, the proceeds of which are used to fund the same governmental functions as were funded by ad valorem taxes, Tenant shall be responsible for and shall pay such tax, excise and/or assessment, or shall reimburse Landlord for the amount thereof, as the case may be, as Additional Rent, seven (7) days before the date that any fine, penalty or interest (or Tenant's proportionate share thereof) would be added thereto for nonpayment. Substitute taxes as referred to above in this Section shall include, without limitation, any surtax on parking spaces.

15.4 PAYMENT OF TAXES. Tenant shall pay the following when due: all taxes assessed against Tenant's personal property; all license fees, occupational taxes, impact fees and other governmental charges assessed by reason of Tenant's use or occupancy of the Premises, including, without limitation, any rental or occupancy taxes and any other taxes arising out of the operation of Tenant's business or occupancy of the Premises. Tenant shall pay to Landlord, within three (3) days from receipt of notice from Landlord, any additional impact fees or taxes caused by Tenant's specific use.

SECTION 16.0 FIRE OR OTHER CASUALTY.

16.1 LANDLORD'S RESTORATION OBLIGATIONS. Should the Premises or any part thereof be damaged or destroyed by fire or other casualty covered by insurance policies applicable to the Premises, Landlord shall, except as otherwise provided herein, and to the extent it recovers all of the necessary proceeds for rebuilding from such insurance, repair and/or rebuild the Premises with reasonable diligence. Landlord's obligation to rebuild or repair is subject to and conditioned upon the written consent of Landlord's mortgagee(s) who have a prior right to such insurance proceeds and shall be limited to the condition originally provided by Landlord at the time of the Term commencement. Tenant acknowledges and agrees that Landlord shall not be obligated to repair, rebuild, or replace any property belonging to Tenant or any improvements to the Premises furnished by and/or for Tenant. If there should be a substantial, material interference with the operation of Tenant's business in the Premises as a result of such damage or destruction which requires Tenant to temporarily and/or partially close its business to the public, the Minimum Annual Rent shall abate to the extent of such reasonable closing of Tenant's business. Unless this Lease is terminated by Landlord as hereinafter provided, Tenant shall repair, redecorate and refixture the Premises, and restock the contents thereof in a manner and to at least a condition equal to that existing prior to such damage or destruction, and the proceeds of all insurance carried by Tenant on its property, decorations, improvements, fixtures and contents in the Premises shall be held in trust by Tenant for such purposes. Tenant agrees to commence such work within ten (10) days after the date of such damage or destruction, or the date Landlord completes any reconstruction required to be completed by it pursuant to the above referenced obligations, whichever date is later, and Tenant shall diligently pursue such work to its completion. Tenant further agrees that all such work required of it shall be done within a period of sixty (60) days after it is required to commence such work.

16.2 LANDLORD'S DAMAGE OR DESTRUCTION TERMINATION RIGHTS. Notwithstanding anything to the contrary contained in this Section or elsewhere in this Lease, Landlord, at its option, may terminate this Lease on thirty (30) days notice to Tenant if: (a) the Premises is damaged or destroyed as a result of a risk which is not fully covered by Landlord's insurance; (b) the Premises is damaged and the cost to repair the same exceeds twenty-five percent (25%) of the then replacement cost of the Premises; (c) the Premises is damaged during the last year of the Term; (d) the building of which the Premises is a part shall be damaged to the extent of twenty-five percent (25%) or more of the then replacement cost thereof (whether the Premises is damaged or not), (e) if any or all of the buildings or Common Areas of the Shopping Center are damaged (whether or not the Premises are damaged) to such extent that, in the sole judgment of Landlord, the Shopping Center cannot be operated as an integral unit or, (f) Landlord's mortgagee(s) do not permit insurance proceeds to be used for restoration purposes. Except to the extent specifically herein provided, none of the Rent payable by Tenant, nor any of Tenant's other obligations under any provisions of this Lease, shall be affected by any damage to, or destruction of, the Premises by any cause

whatsoever. Landlord is not required to repair and/or rebuild any part of the Shopping Center prior to receiving all of the insurance proceeds necessary for said restoration.

SECTION 17.0 CONDEMNATION.

17.1 CONDEMNATION. Should the Shopping Center or the Premises or any part of either be taken by eminent domain or condemnation or by agreement between Landlord and those authorized to exercise said rights (all such procedures being herein collectively called "**Condemnation**") and the part remaining, if any, after such Condemnation is, in Landlord's reasonable opinion:

A. Not reasonably suitable for the permitted use specified in Section 2.6 for which the Premises were leased, this Lease shall terminate upon possession of the Premises by the Condemnation authority and Minimum Annual Rent and any other monies shall be accounted for between the Parties as of the date of said possession.

B. Reasonably suitable for the permitted use, then Landlord, at its own expense shall, upon receipt of the Condemnation award, restore the remaining portion of the Premises and the Minimum Annual Rent shall be proportionately adjusted if the area of the Premises is changed. Said restoration shall be: subject to the written consent of Landlord's mortgagee(s) who have a prior right to such award; limited to the condition originally provided by Landlord at the time of the Term commencement; and, limited in cost to the net proceeds of the Condemnation award received and retained by Landlord for the Premises.

C. Reasonably suited for said permitted use, but such event occurs during the last year of the Term, Landlord may, at Landlord's sole option, elect to follow the provisions of either A or B above.

17.2 CONDEMNATION COMPENSATION. All compensation paid for any of the said takings shall belong to and be the exclusive property of Landlord without participation by Tenant or any deduction therefrom for any present or future estate of Tenant. Tenant is not prohibited from claiming such award as may be allowed for loss of its business or personal property, provided that such claim does not diminish or adversely affect Landlord's award or that of any mortgagees or underlying ground lessors.

SECTION 18.0 LANDLORD'S FINANCING.

18.1 TENANT SUBORDINATION AND ESTOPPEL. Tenant accepts this Lease subject to any mortgages (which term shall include deeds to secure debt and security deeds) which might now or hereafter constitute a lien upon the Premises, and all advances thereunder, and all renewals, extensions, modifications, consolidations or replacements thereof, including future advances thereunder or supplements thereto. Although this subordination is automatic and requires no further documentation, Tenant agrees, upon Landlord's request, to subordinate this Lease, in written form, as shall be desired by Landlord and any mortgagee(s), to the lien of any mortgage, mortgages, replacements or extensions thereof, or any other method of financing or refinancing now or hereafter in force against the land and/or buildings, of which the Premises are a part, or against any building hereafter placed upon said land, and to all advances made, or hereafter to be made, upon the security thereof. Tenant further agrees, upon Landlord's request, to execute, acknowledge and deliver to Landlord a written statement in form requested by Landlord certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified and stating the modification), the dates to which all Rents hereunder have been paid in advance, if any, and that there are then existing no setoffs or defenses against the enforcement of the agreements of this Lease on the part of Tenant to be performed (or, if any, specifying same) and addressing other matters as may be requested by Landlord, it being intended that any such statement delivered as aforesaid may be relied upon by any prospective purchaser, mortgagee(s) or financier of the Shopping Center, or any part thereof. If Tenant does not, within ten (10) days of Landlord's request as aforesaid, execute and deliver such instruments, then Tenant hereby irrevocably appoints Landlord as attorney-in-fact for Tenant with full power and authority to execute and deliver the same in the name of the Tenant.

18.2 NOTICE OF LANDLORD DEFAULT. If the holder of any mortgage covering the Premises shall have given prior notice to Tenant that it is the holder of said mortgage and such notice includes the address to which notices to such mortgagee(s) are to be sent, then Tenant agrees to give to the said holder of such mortgage notice simultaneously with any notice given to Landlord to correct any default of Landlord and agrees that the said holder of such mortgage shall have the right, within sixty (60) days after receipt of said notice, to commence correction of such default and diligently prosecute completion thereof before Tenant may take any action under this Lease by reason of such default. Should Landlord or said mortgage holder request a copy of Tenant's current financial statement, Tenant agrees to furnish a certified copy of its financial statements for the two (2) most recently completed fiscal years to Landlord within fifteen (15) days of such request. Tenant further agrees that any such financial statements may be relied upon by Landlord, anyone purchasing the property that is the subject of this Lease, or anyone making any loan secured by such property. Landlord may, from time to time and without Tenant's prior consent, (i) obtain a copy of Tenant's most current credit report, and/or (ii) disclose such copy of Tenant's most current credit report to any mortgagee, lender or joint venture partner of Landlord or any potential Shopping Center purchaser.

18.3 ATTORNMENT. Landlord shall have the unrestricted right, at any time and in its sole discretion, to sell, assign, or otherwise transfer its interest in this Lease and the Shopping Center, or any portion thereof, and Tenant shall, in the event of such sale, assignment, or other transfer of Landlord's interest, or in the event of any proceedings brought for the foreclosure of any mortgage covering the Shopping Center, attorn to and recognize such purchaser or mortgagee as Landlord under this Lease. In any such events, Landlord named herein shall not thereafter be liable as a Party under this Lease.

SECTION 19.0 TENANT'S DEFAULT, WAIVER & ATTORNEYS' FEES.

19.1 LATE CHARGES. All billings referred to in this Lease shall be due to the billing Party upon receipt of such billing. It is understood that all monies due to Landlord under this Lease, including, without limitation, Minimum Annual Rent, Common Area Charges, and Real Estate Tax Expense, are deemed to be Rent. Should Tenant fail to pay any such Rent or other monetary obligations when due, then interest shall accrue from five (5) days after the due date at the rate of fifteen percent (15%) per annum, but not greater than the maximum rate permitted by law (the "**Default Rate**"), together with a late charge of One Hundred and Fifty and No/100 Dollars (\$150.00) for each month that any amount is late to cover Landlord's extra expense involved in collecting such delinquent sums. All rights and remedies of Landlord specified herein are cumulative and none shall exclude any other rights or remedies allowed by law or equity.

19.2 EVENTS OF DEFAULT. The following shall constitute Events of Default by Tenant:

- A. Tenant fails or refuses to pay any Rent, or other monies payable as Rent, Proportionate Shares or otherwise, under this Lease, at the specified time and place and such default should continue for more than five (5) days; or,
- B. Tenant fails or refuses to keep and perform any of the other Tenant agreements in this Lease and such default shall continue more than ten (10) days after notice thereof by Landlord to Tenant (provided, however, if the cause of such default involves matters reasonably requiring more than ten (10) days to correct or cure, Tenant will be deemed in compliance with the notice so long as Tenant has commenced appropriate corrective action within the ten (10) days and is diligently prosecuting completion thereof and completes same within sixty (60) days of Landlord's notice); or,
- C. Tenant shall be late twice during any Lease Year in the payment of Rent or other sums or charges due Landlord under this Lease or shall default more than three (3) times in the keeping, observing or performing of any other covenants or agreements herein contained to be kept, observed or performed by Tenant (provided notice of such non-payment or other defaults shall have been given to Tenant, but irrespective of whether or not Tenant shall have timely cured any such payment or other defaults of notice was given); or
- D. Tenant or any Guarantor of Tenant's obligations shall file a petition or be judged bankrupt or insolvent under any applicable federal or state bankruptcy or insolvency law or admit that it cannot meet its financial obligations as they become due; or a receiver or trustee shall be appointed for all or substantially all of the assets of Tenant or any guarantor of Tenant's obligations; or Tenant shall make a transfer to defraud creditors or shall make an assignment for the benefit of creditors.

19.3 DEFAULT REMEDIES. Upon the occurrence of any Event of Default, Landlord may at its option pursue any one or more of the following remedies, and any and all other rights or remedies accruing to Landlord by law or otherwise, without any notice or demand to the extent permitted by applicable law:

- A. Commence eviction proceedings with or without the termination of this Lease. Tenant shall remain liable for the payment of all Rent accruing after any writ of possession as to the Premises is issued to Landlord.
- B. Terminate Tenant's right to possession without terminating this Lease. Upon any such termination of Tenant's right to possession only without termination of the Lease, Landlord may, at Landlord's option, enter into the Premises, remove Tenant's signs and other evidences of tenancy, and take and hold possession thereof as provided below, without such entry and possession terminating the Lease or releasing Tenant, in whole or in part, from any obligation, including Tenant's obligation to pay Rent including any amounts treated as Additional Rent, hereunder for the full Term. In any such case, Tenant shall pay forthwith to Landlord, if and when Landlord so elects, a sum equal to the discounted then present value of the Rent, including any amounts treated as Additional Rent hereunder (calculated for this purpose only in an amount equal to the Additional Rent payable during the calendar year most recently ended prior to the occurrence of such Event of Default), and other sums provided herein to be paid by Tenant for the remainder of the stated Term hereof, discounted at a rate of eight percent (8%) per annum. The payment of the foregoing amounts shall not constitute payment of Rent in advance for the remainder of the Term. Instead, such sum shall be paid as agreed liquidated damages and not as a penalty; the Parties agree that it is difficult or impossible to calculate the damages which Landlord will suffer as a result of Tenant's default, and this provision is intended to provide a reasonable estimate of such damages. Tenant waives any right to assert that Landlord's actual damages are less than the amount calculated hereunder; Landlord waives any right to assert that its damages are greater than the amount calculated hereunder. Upon making such payment and after Landlord has received in full the balance of the Rent and other sums it would have received over the remainder of the Term (i.e., the difference between face amount of Rent and Additional Rent due hereunder for the entire Term and the discounted amount paid to Landlord by Tenant), together with the reimbursement or payment of any sums expended by Landlord on account of the cost of repairs, alterations, additions, redecorating, and Landlord's expenses of reletting and collection of the rental accruing therefrom (including, without limitation, any attorney's fees, paralegal fees, broker's commissions, investigative fees and costs incurred, through all appeals, bankruptcy proceedings, tribunals and collection

efforts), Tenant shall receive from Landlord the overage of any Minimum Rent received by Landlord from other tenants on account of the Premises during the Term hereof, provided that the amounts to which Tenant shall become so entitled shall in no event exceed the entire amount actually paid by Tenant to Landlord pursuant to this subsection.

C. Commence proceedings against Tenant for all amounts owed by Tenant to Landlord, whether as Minimum Rent, Additional Rent, damages or otherwise.

D. Terminate the Lease, in which event Tenant shall immediately surrender the Premises to Landlord. Tenant agrees to pay on demand the amount of all loss and damage which Landlord may suffer by reason of the termination of the Term under this Section 19.2 or otherwise.

E. Upon any termination of Tenant's right to possession only, without termination of the Lease, Landlord may, at Landlord's option, enter into the Premises, remove Tenant's signs and other evidences of tenancy, and take and hold possession thereof as provided below, without such entry and possession terminating the Lease or releasing Tenant, in whole or in part, from any obligation, including Tenant's obligation to pay Rent, including any amounts treated as Additional Rent, hereunder for the full Term. In any such case, Landlord may relet the Premises on behalf of Tenant for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Term) and on such terms and conditions (which may include concessions of free rent and alteration, repair and improvement of the Premises) as Landlord, in its sole discretion, may determine and receive directly the Rent by reason of the reletting. Tenant agrees to pay Landlord on demand any deficiency that may arise by reason of any reletting of the Premises. Tenant further agrees to reimburse Landlord upon demand for any expenditures made by Landlord for remodeling or repairing in order to relet the Premises and for all other expenses incurred in connection with such reletting (including, without limitation, any attorney's fees, paralegal fees, broker's commissions, investigative fees and costs incurred, through all appeals, bankruptcy proceedings, tribunals and collection efforts). Landlord shall have no obligation to relet the Premises or any part thereof and shall in no event be liable for failure to relet the Premises or any part thereof, or, in the event of any such reletting, for refusal or failure to collect any rent due upon such reletting. No such refusal or failure shall operate to relieve Tenant of any liability under this Lease. Tenant shall instead remain liable for all Rent and for all such expenses.

F. Enter upon and take possession of the Premises, without being liable for prosecution of any claim for damages or for trespass or other tort.

G. Do or cause to be done whatever Tenant is obligated to do under the terms of this Lease, in which case Tenant agrees to reimburse Landlord as Additional Rent on demand for any and all costs or expenses which Landlord may thereby incur. Tenant agrees that Landlord shall not be liable for any damages resulting to Tenant from effecting compliance with Tenant's obligations under this Section 19.2, whether caused by the negligence of Landlord or otherwise.

H. Enforce the performance of Tenant's obligations hereunder by injunction or other equitable relief (which remedy may be exercised upon any breach or default or any threatened breach or default of Tenant's obligations hereunder).

I. Pursue any other rights and remedies available under applicable law.

19.4 NO WAIVER. No waiver of any agreement of this Lease, or of the breach thereof, shall be taken to constitute a waiver of any subsequent breach of such agreement, nor to justify or authorize the non-observance of any other occasion of the same or any other agreement hereof; nor shall the acceptance of Rent by Landlord at any time when Tenant is in default be construed as a waiver of such default or of Landlord's right to terminate this Lease on account of such default; nor shall any waiver or indulgence granted by Landlord to Tenant be taken as an estoppel against Landlord, it being expressly understood that if at any time Tenant shall be in default hereunder, an acceptance by Landlord of Rent during the continuance of such default or the failure on the part of Landlord promptly to avail itself of such other rights or remedies as Landlord may have, shall not be construed as a waiver of such default, but Landlord may at any time thereafter, if such default continues, terminate this Lease on account of such default in the manner herein provided.

19.5 PAYMENT OF LEGAL FEES. In the event court action relating to this Lease is brought by either Party against the other, the prevailing Party shall be entitled to recover from the non-prevailing Party reasonable attorneys' fees actually incurred, paralegal fees, investigative fees and costs incurred, through all appeals, bankruptcy proceedings, tribunals and collection efforts, the amount thereof to be fixed by the court.

19.6 JURISDICTION. Landlord and Tenant agree that Alachua County, Florida shall be the venue of any action arising in any way out of this Lease. The Laws of the State of Florida shall govern the validity, performance and enforcement of this Lease. In the event a dispute arises concerning this Lease, jurisdiction and venue of said dispute shall be proper only in the courts of the State of Florida located in Alachua County, Florida, and Tenant consents to the exercise of personal jurisdiction by such courts and hereby waives all defenses related to personal jurisdiction, venue, or *forum non conveniens* in any action involving this Lease or the Guaranty, brought and filed in the courts of Florida.

19.7 RIGHTS AND REMEDIES OF LANDLORD. The rights and remedies given to Landlord in this Lease are distinct, separate and cumulative remedies, and the exercise of any one or more of them shall not be deemed to

exclude Landlord's rights to exercise any or all of the others which are given in this Lease, or at law or in equity, unless such remedies are expressly excluded.

SECTION 20.0 BANKRUPTCY OR INSOLVENCY.

20.1 DEFINITION. This is a lease of real property in a Shopping Center within the meaning of Subsection 365 (b) (3) of the Bankruptcy Code, 11 U.S.C., Section 101 *et. seq* ("**Bankruptcy Code**").

20.2 LANDLORD TERMINATION OPTION. Tenant covenants and agrees that if, at any time, Tenant becomes a debtor under the Bankruptcy Code or is adjudged bankrupt or insolvent under the laws of any state, or makes a general assignment for the benefit of creditors, or if a receiver of Tenant's property in the Premises is appointed and shall not be discharged within thirty (30) days of such appointment, then Landlord may, at its option, declare this Lease terminated and shall forthwith be entitled to immediate possession of the Premises except that if any such proceedings are pursuant to the Bankruptcy Code, then Landlord shall be entitled to all rights and remedies accorded landlords, including without limitation those set forth in said Bankruptcy Code.

20.3 ASSIGNMENT OF LEASE. If this Lease is assigned to any person or entity pursuant to the provisions of the Bankruptcy Code, to the extent provided in this Lease, any and all monies or other considerations payable or otherwise to be delivered in connection with such assignment, (i) shall be paid or delivered to Landlord, (ii) shall be and remain the exclusive property of Landlord, and (iii) shall not constitute property of Tenant or of the estate of Tenant within the meaning of the Bankruptcy Code. Any and all monies or other considerations constituting Landlord's property under the preceding sentence not paid or delivered to Landlord shall be held in trust for the benefit of Landlord and be promptly paid or delivered to Landlord. Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code shall be deemed without further act or deed to have assumed all of the obligations arising under this Lease on and after the date of such assignment. Any such assignee shall, upon demand, execute and deliver to Landlord an instrument confirming such assignment. Upon the happening of Tenant's bankruptcy, insolvency, or any of the contingencies herein enumerated, and whether or not Landlord elects to terminate this Lease, Landlord may apply any Security Deposit under this Lease to any arrears in Rent and a judicial stay shall not have the effect of terminating this option.

SECTION 21.0 TRANSFERS.

21.1 TRANSFERS. Any reference in this Lease to subtenants, licensees, heirs, executors, administrators, successors and assigns notwithstanding, Tenant agrees not to assign this Lease or to sublet the whole or any part of the Premises, or to otherwise transfer its interest in the lease and/or the Premises or any portion thereof, or to permit any other person to occupy the Premises or any part thereof (each such instance being referred to herein as a "**Transfer**"), without the prior written consent of Landlord. In the event Tenant desires to Transfer this Lease or the Premises, Landlord shall have the right to (a) approve in writing the Transfer, in which case the transferee shall agree, in a form satisfactory to Landlord, to comply with and be bound by all the terms, covenants, conditions, provisions and agreements of this Lease to the extent of the space transferred, and Tenant shall deliver to Landlord promptly after execution, an executed copy of such Transfer and such agreement of compliance, (b) elect not to approve the Transfer, in which event Tenant shall continue to be the tenant under this Lease, or (c) recapture the Premises by written notice of recapture to Tenant, which recapture notice shall cancel and terminate this Lease as of the date stated in such notice. In the event Landlord fails to execute any written consent or approval to Tenant's request to Transfer the Lease or the Premises, such failure to respond to such request shall be deemed to be Landlord's denial of Tenant's request to Transfer the Lease or sublet the Premises, and Tenant shall continue to be the tenant under this Lease. Any Transfer, even with Landlord's written consent and the transferee's execution of the agreement of compliance referred to above, shall not relieve Tenant from liability for payment of Rent or other sums or from the obligation to keep and be bound by the obligations of this Lease (regardless of whether or not such Transfer agreement so provides). Every transferee shall be deemed to have assumed all of the transferor's obligations under the Lease, irrespective of whether such transferee executes the agreement of compliance referred to above. In the event any Transfer, even with the consent of Landlord, results in rental income or other lease charges in an amount greater than that provided for in this Lease, then such excess shall belong to the Landlord and shall be payable to Landlord as Additional Rent herein reserved. The acceptance of Rent from any other person shall not be deemed to be a waiver of any of the agreements of this Lease or to be consent to the Transfer for the benefit of creditors or by operation of law and shall not be effective to transfer any rights to any transferee without prior written consent of Landlord.

In the event Tenant wishes to Transfer this Lease or if Tenant wishes to change any terms of this Lease and Landlord consents to such Transfer and/or term changes, Landlord may charge a reasonable fee, not to exceed One Thousand Dollars and No/100 (\$1,000.00), to help offset any costs Landlord may have in preparing such Transfer or lease amendment, or in examining the information, financial statements, operating history, references, etc., necessary to effectuate same.

21.2 CHANGE OF CONTROL OF NON-PUBLIC CORPORATION. If Tenant is a non-publicly traded corporation and at any time during the Term hereof any part or all of the corporate shares of Tenant shall be transferred by sale, assignment, inheritance, operation of law or other disposition, so as to result in a change in the present effective voting control of Tenant by the person(s) owning a majority of said corporate shares on the Effective Date, Tenant shall promptly notify Landlord of such change, and such transfer shall be subject to Landlord's consent as set out in Section 21.1.

21.3 CHANGE OF CONTROL OF PARTNERSHIP. If Tenant is a partnership and if at any time during the Term hereof the person or persons who, at the time of the execution of this Lease, own or owns the controlling interest or the general partner's interest, as the case may be, ceases to own the controlling interest or the general

partner's interest, upon such cessation of ownership, Tenant shall promptly notify Landlord in writing of such change, and such cessation shall be subject to Landlord's consent as set out in Section 21.1.

21.4 CHANGE OF CONTROL OF LIMITED LIABILITY COMPANY. If Tenant is a limited liability company and at any time during the Term hereof (a) the person or persons who, at the time of execution of this Lease, own or owns (i) a majority of the membership interests, or (ii) if Tenant is member-managed, effective voting control of the interests held by the member-managers, ceases to own a majority of the membership interests or effective voting control of the interests held by the member-managers, or (b) if Tenant is manager-managed, there is a change in the effective voting control of Tenant by the present managers, upon such cessation of ownership or change in effective voting control, Tenant shall promptly notify Landlord in writing of such change, and such cessation or change shall be subject to Landlord's consent as set out in Section 21.1.

SECTION 22.0 TITLE, QUIET ENJOYMENT & ACCESS TO PREMISES.

22.1 QUIET ENJOYMENT. Landlord covenants that if Tenant shall perform all of Tenant's agreements herein specified, Tenant shall, subject to the terms and conditions of this Lease, have the peaceable and quiet enjoyment and possession of the Premises without any manner or hindrance from Landlord or any persons lawfully claiming through Landlord.

22.2 INSPECTION AND SHOWING OF PREMISES. Tenant agrees that Landlord and its agents may inspect the Premises at any reasonable time and that Landlord may make such repairs or improvements to the Premises or any part of the Shopping Center that Landlord may deem desirable or necessary which Tenant has not agreed herein to do or has failed to do. In the event of an emergency, Landlord shall have the right to enter the Premises without Tenant's permission if Tenant is not immediately available. Tenant further agrees that during ninety (90) days preceding the Term termination, Landlord or its agents shall have the right to show the Premises to potential tenants, and to place various notices on the Premises offering the Premises to such tenants.

SECTION 23.0 NO OPTION OR BROKER.

23.1 NO OPTION FOR PREMISES. Submission of this Lease for examination does not constitute a reservation of or option for the Premises and this Lease becomes effective as a lease only upon execution and delivery thereof by Landlord to Tenant.

23.2 BROKERS. Each Party warrants that the sole brokers instrumental in consummating this Lease were The Sembler Company, representing the Landlord, and no broker, representing the Tenant, and that no conversations or prior negotiations were had with any other broker concerning the leasing of the Premises. Each Party agrees to hold the other Party harmless against any claims for brokerage commissions arising out of any conversations or negotiations had by it with any other broker. The indemnification, terms and provisions of this Section shall survive the expiration or earlier termination of this Lease.

SECTION 24.0 SURRENDER OF PREMISES & HOLDING OVER.

24.1 SURRENDER OF PREMISES. Tenant agrees to deliver up and surrender to Landlord possession of the Premises upon termination of this Lease, in as good condition and repair as the same shall be at the Term commencement or may have been put by Landlord during the continuance thereof, ordinary wear and tear excepted. Nothing herein shall be construed as relieving Tenant of any of its maintenance, repair or replacement obligations under this Lease.

24.2 HOLDOVER. In the event Tenant remains in possession of all or any part of the Premises after the expiration of the Term or fails to completely remove its personal property, then Tenant shall be deemed to be occupying the Premises as a tenant at sufferance, at a monthly rental equal to twice the sum of (i) the monthly installment of Minimum Annual Rent payable during the last month of the Term, and (ii) one-twelfth (1/12) of all items of Additional Rent or other charges payable or paid during the last Lease Year. Such continued occupancy shall not defeat Landlord's rights to regain possession of the Premises.

SECTION 25.0 NOTICE & REASONABLE CONSENT.

25.1 NOTICE. Any bill, statement, notice, communication or payment which Landlord or Tenant may desire or be required to give to the other Party shall be in writing and shall be sent to the other Party by either: (a) certified mail, return receipt requested, postage prepaid; (b) personal delivery; (c) nationally recognized overnight delivery service; or (d) facsimile with a "hard copy" sent by either of the means provided in (b) or (c) above to the address specified in Section 1.0, or to such other address as either Party shall have designated to the other by like notice, and such notice shall be deemed delivered and received: (i) if by certified mail, upon three (3) days after being deposited in an official United States Post Office, postage prepaid; (ii) if by courier, upon delivery by courier; (iii) if by nationally recognized overnight delivery service, one (1) day after the deposit thereof with all delivery charges prepaid; or (iv) if by facsimile, on the date of transmission, provided that such facsimile is sent on a business day and a confirmation sheet is received and a copy of the notice is simultaneously delivered by either of the means provided in (b) or (c) above, respectively. Nothing contained herein shall limit either Party from serving or posting notices in a manner authorized by Florida law.

25.2 CONSENT. Whenever this Lease specifies that either Party has the right of consent, said consent shall be effective only if in writing and signed by the consenting Party.

SECTION 26.0 PARTIES: RELATIONSHIP & DEFINITION.

26.1 RELATIONSHIP OF PARTIES. Nothing in this Lease shall be deemed or construed so as to create the relationship of principal and agent, partnership, joint venture or of any association between the Parties, it being agreed that neither the computation of Rent nor any other lease provision nor any act of the Parties shall be deemed to create any relationship between the Parties other than that of landlord and tenant.

26.2 DEFINITION OF PARTIES. The words "Landlord" and "Tenant" shall mean each Party named as the Landlord or Tenant in Section 1.0. If "Tenant" shall be comprised of more than one entity and/or individual, then (i) any notice required or permitted by this Lease may be given by or to any one of such entities or individuals; (ii) the liability of all such entities or individuals shall be joint and several; and (iii) each of such entities and individuals (the "Appointing Party") hereby irrevocably grants to each and every of such other entities and individuals (the "Attorneys in Fact") a power of attorney to execute on behalf of the Appointing Party any and all amendments and modifications of this Lease and all other documents and instruments contemplated hereby on such terms as any of the Appointed Parties may deem satisfactory, in its sole discretion, such grant of a power of attorney being coupled with an interest and being irrevocable in all events. Any document or instrument executed by any one of the Attorneys in Fact shall be fully binding on the granting Party as if it were executed by the granting Party and Landlord may accept any such executed document or instrument without any obligation to investigate the circumstances surrounding its execution. The use of the neuter singular pronoun to refer to either Party shall be deemed a proper reference even though such Party may be an individual, partnership, corporation, trust, or a group of two or more of any of the same. The necessary grammatical changes required to make the provisions of this Lease apply in the plural tense where there is more than one, as aforesaid, and to either corporations, partnerships, individuals, trustees, males or females, shall, in all instances, be assumed as though in each case fully expressed.

SECTION 27.0 LEGAL CONSTRUCTION & FORCE MAJEURE.

27.1 LEGAL CONSTRUCTION. This Lease shall be construed in accordance with the applicable laws of the State of Florida. This Lease shall not result in the creation of an estate for years in Tenant. Accordingly, Tenant shall have only an usufruct not subject to levy or sale. No estate shall pass out of Landlord to Tenant hereunder. In interpreting this Lease, there shall be no inference, by operation of law or otherwise, that any provision of this Lease shall be construed against either Party. This Lease shall be construed without regard to the identity of the person who drafted the various provisions hereof. Moreover, each and every provision of this Lease shall be construed as though all Parties participated equally in the drafting thereof. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting Party shall not be applicable. The intent or meaning of any phrase or word capitalized and/or defined in this Lease is consistent with its intent or meaning when initially capitalized or defined. In the event any provision of this Lease conflicts with any applicable law, such conflict shall not affect other provisions of this Lease which can be given effect without such conflicting provision. The section and paragraph numbers and captions are inserted only as a matter of convenience and in no way define or limit the scope or intent of such sections, paragraphs or this Lease. In the event any provision of this Lease is held to be unenforceable by a court of competent jurisdiction, the balance shall remain in full force and effect, and such unenforceable provision shall be construed or reformed by such court in order to give the maximum permissible effect to the intention of the Parties as expressed herein.

27.2 FORCE MAJEURE. If either Party shall be delayed or prevented from the performance of any act required by this Lease by reason of strikes, utility failures, utility company delays, restrictive laws, riots, acts of terrorism, acts of God, governmental delays, inclement weather, or other similar reasons not the fault of the non-performing Party, then the performance time for such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section shall not operate to excuse Tenant from prompt payment of Rent or other charges hereunder.

SECTION 28.0 ENTIRE AGREEMENT & PROVISIONS BINDING & TIME OF ESSENCE.

28.1 ENTIRE AGREEMENT. This Lease and any incorporated attachments contain all the agreements between the Parties and cannot be modified in any manner other than by agreement signed by the Parties.

28.2 COUNTERPARTS/ELECTRONIC TRANSMISSION. This Amendment may be executed in any number of counterparts, each of which is an original, but all of which shall constitute one instrument. Signatures transmitted by facsimile or e-mail, through scanned and electronically transmitted, .pdf or .jpg files, shall have the same effect as the delivery of original signatures and shall be binding upon and enforceable against the parties hereto as if such facsimiled or scanned document were an original executed counterpart.

28.3 BINDING EFFECT. The agreements herein shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the Parties. Each agreement, term and provision of this Lease shall be construed to be a promise, covenant and condition.

28.4 TIME OF THE ESSENCE. Time is of the essence of this Lease and of each and every covenant, term, condition and provision hereof.

28.5 AUTHORITY OF TENANT. If Tenant is a corporation, partnership or other entity, the person(s) signing this Lease on behalf of such entity hereby warrants that he has full authority from such entity to sign this Lease and obligate the entity hereunder, and the said person(s) and the entity shall be jointly and severally liable for all Rent and any and all other amounts that may be due and owing to Landlord under the terms of this Lease, including attorneys' fees and costs.

SECTION 29.0 ALTERATIONS AND IMPROVEMENTS.

29.1 ALTERATIONS. Except for minor, non-structural alterations to the interior of the Premises totaling less than \$5,000.00 in the aggregate, Tenant shall not make any alterations, additions or decorations to the Premises without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld. In connection with the Tenant's initial work at the Premises required for opening, the Tenant agrees to submit its plans and specifications in permitable form to the Landlord for approval within thirty (30) days of the Effective Date, and further agrees to apply for and diligently and expeditiously pursue all of its required permits and other governmental approvals within ten (10) days of receipt of the Landlord's approval of its plans. For all subsequent Tenant alterations, at least thirty (30) days prior to commencement of Tenant's Work by Tenant, Tenant shall submit detailed plans of all work to be done by Tenant in the Premises to Landlord for approval. All of the Tenant's plans shall be in compliance with all applicable governmental and quasi-governmental rules and regulations including, without limitation, the Americans with Disabilities Act of 1990, as now or hereafter amended, and the rules and regulations from time to time promulgated thereunder. Landlord shall have ten (10) business days from the receipt of the plans to approve or make specific objections. In obtaining Landlord's approval pursuant to this Section 29.1, at the time the Landlord's approval is sought the Tenant shall present to Landlord (i) plans and specifications for such work, and (ii) evidence of insurance in such a form and amount as the Landlord may reasonably require. Prior to commencement of any work, Tenant shall present evidence satisfactory to the Landlord that the Tenant has obtained, at its expense, all necessary permits and other governmental approvals for the work. Tenant's work and installations shall not impede or interfere with any work in other parts of the Premises or the whole Shopping Center and any alterations, additions and decorations or other work performed by Tenant shall be conducted in accordance with laws and shall not cause closing, interruption or impairment of Tenant's normal conduct of business. Tenant shall comply with all reasonable requirements of the Landlord in completing all of its work. The Tenant shall promptly repair, at its expense and to the satisfaction of the Landlord, any damage to the Premises, Shopping Center or any mechanical systems and facilities thereof resulting from any work undertaken by the Tenant.

29.2 REASONABILITY AS TO TENANT'S INTERIOR FINISH. Deleted.

SECTION 30.0 NON-COMPETE.

Tenant covenants and agrees that during the Term of this Lease neither Tenant nor Tenant's management, nor any person or entity controlled by Tenant or controlling Tenant, or controlled by the same person or entity or persons or entities who control Tenant, will directly or indirectly own, operate, be employed in, direct or serve any other place of business, the same, or similar to, or competitive with, Tenant's business as set forth herein, within a radius of four (4) miles from the outside boundaries of the Shopping Center, which distance shall be measured in a straight line without reference to road mileage. In the event that this covenant is violated, then, in addition to any other remedy Landlord may have, the Minimum Annual Rent provided for in this Lease shall be increased by fifty percent (50%).

SECTION 31.0 WAIVER OF JURY TRIAL.

Tenant waives the right to trial by jury in any action, proceeding or non-compulsory counterclaim involving any matter whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises or involving the right to any statutory relief or remedy to the fullest extent permitted by applicable law. Further, Tenant hereby waives the right to interpose any non-compulsory counterclaim in any summary proceeding or action instituted by Landlord against Tenant or in any action instituted by Landlord for unpaid Rent under this Lease to the fullest extent permitted by applicable law.

SECTION 32.0 HAZARDOUS SUBSTANCES.

32.1 HAZARDOUS SUBSTANCES DEFINED. The term "**Hazardous Substances**", as used in this Lease, shall include, without limitation, flammables, explosives, radioactive materials, asbestos, polychlorinated biphenyls (PCB's), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, petroleum and petroleum products and substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any government authority.

32.2 TENANT OBLIGATIONS.

A. Tenant's Restriction: Tenant shall not cause or permit to occur:

(i) Any violation of any federal, state or local law, ordinance, or regulation now or hereafter enacted, related to environmental conditions on, under or about the Premises or the Shopping Center, or arising from Tenant's use or occupancy of the Premises, including but not limited to, soil and ground water conditions; or

(ii) The use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substance without Landlord's prior written consent, which consent may be withdrawn, conditioned or modified by Landlord in its sole and absolute discretion in order to insure compliance with all applicable Laws, as such Laws may be enacted or amended from time to time. No such action by Landlord and no attempt by Landlord to mitigate damages under any Law shall constitute a waiver of any of Tenant's obligations or Landlord's rights under this Section 32.2.

B. Environmental Clean-up:

(i) Tenant shall, at Tenant's own expense, comply with all laws regulating the use, generation, storage, transportation or disposal of Hazardous Substances.

(ii) Tenant shall, at Tenant's own expense, make all submissions to provide all information required by and comply with all requirements of all governmental authorities.

(iii) Should any governmental authority or any third party demand a cleanup plan be prepared or undertaken anywhere in the Shopping Center because of any deposit, spill, discharge or other release of Hazardous Substances that occurs during the Term, at or from the Premises or which arises at any time from Tenant's use or occupancy of the Premises, or as a result of Tenant's actions, or the actions of its employees, customers, invitees, contractors, agents, successors and/or assigns anywhere at the Shopping Center, Tenant shall, at Tenant's own expense, prepare and submit the required plans and all related bonds and other financial assurances and Tenant shall carry out all such cleanup plans.

(iv) Tenant shall promptly provide all information regarding the use, generation, storage, transportation or disposal of Hazardous Substances requested by Landlord. If Tenant fails to fulfill any duty imposed under this Section 32.2 within thirty (30) days following Landlord's request, Landlord may proceed with such efforts and in such case, Tenant shall cooperate with Landlord in order to prepare all documents Landlord deems necessary or appropriate to determine the applicability of the Laws to the Premises and Tenant's use thereof and for compliance therewith and Tenant shall execute all documents promptly upon Landlord's request and any expenses incurred by Landlord shall be payable by Tenant as Additional Rent. No such action by Landlord and no attempt by Landlord to mitigate damages under any Law shall constitute a waiver of any of Tenant's obligations or Landlord's rights under this Section 32.2.

C. Tenant's Indemnity:

(i) Tenant shall indemnify, defend and hold harmless Landlord, its respective officers, directors, beneficiaries, shareholders, partners, agents, and employees from all fines, suits, procedures, claims and actions of every kind and all costs associated therewith, including attorneys' and consultants' fees, arising out of or in any way connected with any deposit, spill, discharge or other release of Hazardous Substances that occurs during the Term, at or from the Premises or which arises at any time from Tenant's use or occupancy of the Premises or from Tenant's failure to provide all information, make all submissions and take all steps required by all authorities under the Laws and all other environmental laws, or as a result of Tenant's actions, or the actions of its employees, customers, invitees, contractors, agents, successors and/or assigns anywhere at the Shopping Center.

(ii) Tenant's obligations and liabilities under this Section 32.2 shall survive the expiration or other termination of this Lease.

32.3 RADON GAS DISCLOSURE. Pursuant to §404.056(6), Florida Statutes, the following notification is provided: Radon Gas is a naturally occurring radioactive gas that, when it is 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 health department. The Tenant acknowledges having read the foregoing notification, and the Tenant has executed this Lease fully aware of the aforementioned conditions.

SECTION 33.0 CONSENT NOT UNREASONABLY WITHHELD.

Except as otherwise specifically provided, whenever consent or approval of Landlord or Tenant is required under the terms of this Lease, such consent or approval shall not be unreasonably withheld or delayed. Tenant's sole remedy if Landlord unreasonably withholds or delays consent or approval shall be an action for specific performance, and Landlord shall not be liable for damages. If either Party withholds any consent or approval, such Party shall on written request deliver to the other Party a written statement giving the reasons therefor.

SECTION 34.0 CONFIDENTIALITY. Deleted

SECTION 35.0 PATRIOT ACT

35.1 CERTIFICATION. Each Party hereby certifies that: (i) It is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, Specially Designated National and Blocked Person, or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; and (ii) It is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.

35.2 INDEMNIFICATION. Each Party hereby agrees to defend, indemnify and hold harmless the other Party from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing certification.

35.3 TENANT REPRESENTATION. Tenant hereby represents and warrants to Landlord that Tenant is not, and the entities or individuals constituting Tenant or which may own or control Tenant or which may be owned or

controlled by Tenant are not, among the individuals or entities identified on any list compiled pursuant to Executive Order 13224 for the purpose of identifying suspected terrorists.

SECTION 36.0 NO PERSONAL LIABILITY OF LANDLORD.

THERE SHALL BE NO PERSONAL LIABILITY OF LANDLORD (OR ITS MEMBERS, MANAGERS, PARTNERS, OFFICERS OR DIRECTORS) IN RESPECT TO ANY OF THE AGREEMENTS OF THIS LEASE. TENANT SHALL LOOK SOLELY TO THE EQUITY INTEREST OF LANDLORD IN THE SHOPPING CENTER AND/OR ANY NET PROFITS DERIVED BY LANDLORD FROM THE SALE OR TRANSFER OF SUCH PROPERTY FOR THE SATISFACTION OF THE REMEDIES OF TENANT IN THE EVENT OF A BREACH BY LANDLORD, AND IN NO EVENT SUE FOR CONSEQUENTIAL, SPECIAL, PUNITIVE OR TREBLE DAMAGES.

SECTION 37.0 OPTION TO RENEW.

37.1 Provided Tenant is not in default of any provisions of this Lease, and Tenant has not been in default of this Lease more than three (3) times during the Initial Term or the then current option period, as applicable, Landlord grants to Tenant the right to extend this Lease for one (1) period of five (5) years under the same terms and conditions as the Initial Term, except that Minimum Annual Rent shall be as stated in Section 2.4 hereof.

37.2 If Tenant elects to exercise this option, Tenant shall notify Landlord in writing at least six (6) months prior to the end of the Initial Term. Tenant's failure to provide the written notice as required herein shall render such option null and void.

SECTION 38.0 TENANT INCENTIVE PAYMENT.

Landlord agrees to provide Tenant with the Tenant Incentive Payment on the terms and conditions set out in Section 9 of Exhibit B to this Lease.

EXHIBITS.

The following Exhibits are attached hereto and hereby form a part of this Lease:

- Exhibit A – Site Plan of the Shopping Center showing the Premises
- Exhibit B – Construction
- Exhibit C – Sign Criteria
- Exhibit C-1 – Tenant Sign Panel Locations
- Exhibit D – Exclusives and Restricted Uses
- Exhibit E – Unconditional Affidavit and Waiver of Lien

IN WITNESS WHEREOF, Landlord and Tenant have executed this document as of the date hereinabove written, each acknowledging receipt of an executed copy hereof.

WITNESSES:



WITNESS



WITNESS

WITNESSES:



WITNESS



WITNESS

WITNESS

WITNESS

LANDLORD:

FREP III – GAINESVILLE, LLC

By:  _____

Its 

Date:  _____

TENANT:

CAREERSOURCE NORTH CENTRAL FLORIDA

By:  _____

Its 

By: _____

Its

Date: _____

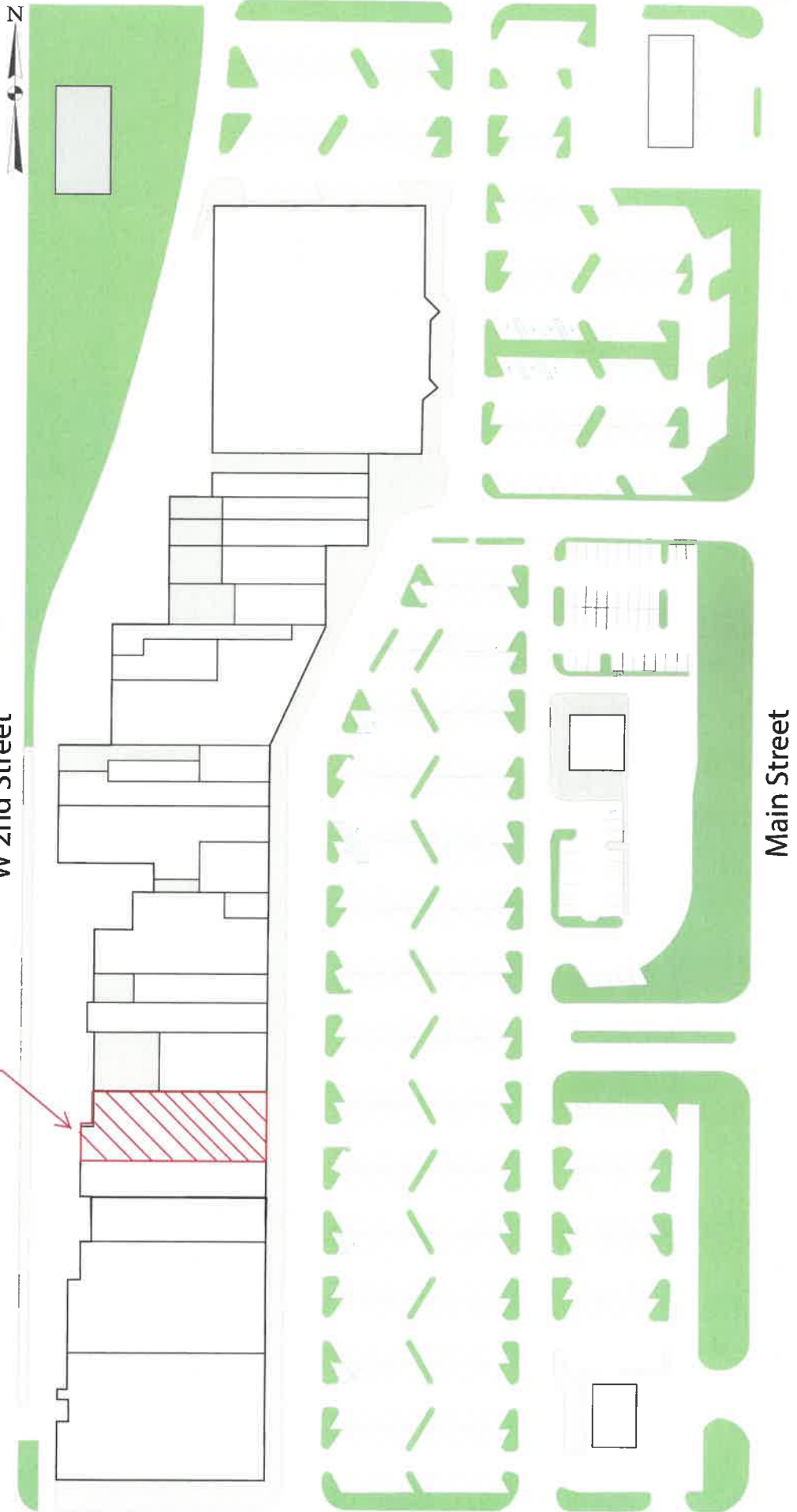
EXHIBIT A

SITE PLAN

EXHIBIT A

W 2nd Street

PREMISES



NW 14th Ave

NW 10th Ave

Main Street

EXHIBIT B
CONSTRUCTION

Tenant accepts the Premises in its "**AS IS**" condition, and agrees to abide by the following:

1. Addressed in Lease.
2. Any modifications or construction to the Premises, as outlined below, shall be in accordance with State and Local Building Codes, The Americans with Disabilities Act, and constructed in a first-class manner.
3. In the event Tenant performs work in the Premises which requires a permit, Tenant shall be obligated to submit a set of sealed, permitable, architectural drawings (at Tenant's expense), by an architect licensed to do business in the municipality of the Shopping Center, to the Landlord for approval prior to the commencement of any of this additional work. Tenant shall also be obligated to provide Landlord with a copy of Tenant's building permit prior to the commencement of Tenant's work. Tenant shall be obligated to submit its plans in permitable form to Landlord within thirty (30) days from the date Landlord provides Tenant with a set of architectural drawings for Tenant's Premises; and Tenant shall apply for and diligently pursue the issuance of all necessary permits and approvals within ten (10) days of its receipt of Landlord approval of Tenant's plans.
4. In the event Tenant performs work in the Premises, Tenant shall be obligated to use contractors and suppliers that are licensed to do business in the municipality wherein the Premises are located. Tenant shall submit all reasonable information (Licenses, Certificate of Insurance, list of sub-contractors, etc.) to Landlord for its review and approval prior to the commencement of any modification or construction.
5. In the event Tenant performs work in the Premises, Tenant shall furnish to the Landlord at the completion of the modification or construction one of the following as provided by the Local Building Department: A Certificate of Occupancy; the Building Permit with final inspections signed off; or a letter from the Building Department stating that all work has been inspected and approved. Tenant shall also furnish to the Landlord a Final Unconditional Waiver of Lien from each of Tenant's contractors. The parties acknowledge and agree that any improvements made by the Tenant to the Premises are special use improvements made for the express benefit of the Tenant and will not have any value in the context of reletting the Premises.
6. Tenant shall furnish, install and maintain fire extinguishers and smoke alarms in strict accordance with Landlord's insurance underwriter's requirements; local, state and national codes; and N.F.P.A. requirements and in strict accordance with any future such requirements. Any additional fire protection required by Tenant's business shall also be at Tenant's expense.
7. No Tenant equipment is permitted outside the Premises or on the roof of the Premises, 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 Landlord's roofing contractor. Tenant agrees to indemnify and save harmless Landlord from damages stemming in any manner from such cuts.
8. The Tenant shall be responsible for any and all impact fees charged and/or assessed by the relevant governing body (including, without limitation, sewer, water and traffic impact fees).
9. Landlord will provide the Tenant with an incentive payment in the amount of \$5.00 per square foot (the "**Tenant Incentive Payment**"), to be used by the Tenant for actual, verifiable third party costs incurred to complete leasehold improvements in its Premises and to be paid to Tenant within thirty (30) days after all of the following have been met: (i) Tenant opens for business in accordance with the Lease; (ii) Tenant requests the Tenant Incentive Payment in writing together with invoices evidencing amounts spent; (iii) Tenant has completed any work required by the Lease and has provided evidence that all permits for Tenant's work have been closed; (iv) all damage to the Landlord's property or common areas caused by Tenant while doing its work is repaired; (v) Tenant has paid the first monthly installment of Minimum Annual Rent; (vi) Tenant has provided Landlord with final unconditional releases of Lien from all materialmen and/or laborers in the form attached hereto as Exhibit E; (vii) Tenant has provided Landlord with its certificate of occupancy; and (viii) Tenant is not in default under the Lease.

Tenant shall have ninety (90) days from the later of the Commencement Date or the date that Tenant's Work is substantially completed (as evidenced by a certificate of occupancy) to submit to Landlord its request for the Incentive Payment and comply with the criteria set forth in (i) through (viii) herein above. In the event that Tenant does not submit to Landlord its request for the Incentive Payment and comply with the criteria set forth in (i) through (viii) herein above within said ninety day period then Landlord shall not be obligated to pay to Tenant the Incentive Payment and Tenant shall forever waive its right to collect the Tenant Incentive Payment from Landlord. In the event of a termination of the Lease due to Tenant's default hereunder, Tenant shall, upon ten (10) days' written notice from Landlord, refund to Landlord the unamortized portion of the Tenant Incentive Payment previously paid to Tenant. All amortizations in this paragraph shall be on a straight-line basis, over a period equal to the initial Term of this Lease.

EXHIBIT C
SIGN CRITERIA

GAINESVILLE SHOPPING CENTER SIGN CRITERIA

SIGNAGE REQUIREMENTS AND RESTRICTIONS

All signage shall be building standard as determined by Landlord in its sole discretion. Tenant must submit sign layout to Landlord for approval prior to its fabrication and installation.

All signage shall be in total and complete compliance and within the specifications and applicable codes of all governmental authorities and regulatory powers governing the demised premises and be constructed to UL standards by a certified sign company. The cost of all such signage and required permits and/or licenses for sign installation shall be paid for solely by Tenant.

A copy of Tenant's sign permit must be provided to Landlord prior to installation.

Within fifteen (15) days following execution of the Lease, Tenant shall provide to Landlord all of Tenant's signage information, such as purpose and design, that Tenant desires to display and use.

Facade signage:

1.) One sign per tenant is permitted. The sign is limited to one line of copy containing the trade name of the tenant.

2.) All signage is to be individual channel letters, internally illuminated using neon tubing. All material or sign and installation are to be noncorrosive. Letter style to be Tenant's choice. Tenant is not restricted to colors however; colors are to be approved by Landlord prior to installation.

3.) Signage is to be affixed to a raceway and centered vertically and horizontally on the facade of the leased premises. Raceway must be painted to match the building. All wiring, transformers, clips, lamps, ballasts, etc. are to be concealed in the raceway.

4.) The maximum fascia signage width allowance, aside from governmental restrictions, shall not exceed (2) feet in from each side of the demising wall of the demised premises. Care should be taken to prevent damage or stress cracks to the facade during sign installation and so as not to create leaks through any facade penetrations.

5.) Sign contractor shall be responsible for making electrical connection for the sign or coordinating connection with Tenant's licensed electrical contractor.

6.) Tenant agrees to maintain signage at all times in good condition and repair including but not limited to peeling paint, faded letters/lenses, burned out bulbs and/or ballasts.

7.) Upon removal of the sign, Tenant shall restore the fascia to its original condition at its own expense and to the satisfaction and approval of the landlord. The sign shall be removed when vacating the premises.

Tenant is strictly prohibited from displaying, any banners, wooden signs, promotional signs, temporary signs, portable or moveable signs, and pylon and/or monument signs, anywhere on Tenant's leased premises or the real property in general, without the expressed written permission of the Landlord.

Tenant is strictly prohibited from displaying or placing any type of sign, of any design or manner, in all common areas, breeze ways, corridors, parking lots, walk spaces, easements, and pass through areas, without the express written permission of the Landlord.

Any changes in signage from time to time as requested by Tenant, shall be approved by the Landlord in writing, and the costs thereof shall be charged to Tenant as additional Rent.

All retail and office space shall keep their windows clear and transparent and without decorations, except for any professionally produced display or signage with-in Tenant's Demised Premise or previously approved signage additions, changes or modifications granted to the Tenant by the Landlord, in writing.

Any violation of the above terms and conditions shall be deemed a material breach and subject the Tenant to immediate eviction proceedings and damages for breach of contract. All costs and attorney's fees incurred by the Landlord associated with this cause of action shall be paid by the Tenant.

EXHIBIT C-1

TENANT SIGN PANEL LOCATION





CareerSource
Signage

EXHIBIT D
GAINESVILLE SHOPPING CENTER
EXCLUSIVES AND RESTRICTIONS

Notwithstanding anything to the contrary contained in this Exhibit, where an exception to a prohibition or restriction is provided for in this Exhibit and such exception is limited so as to only apply to a limited number of premises or users, a maximum number of square feet of floor area, or a limited percentage of the areas of the Shopping Center, such exception is reserved for Landlord to be allocated as Landlord sees fit, and Tenant shall not have the right to use its premises in reliance on such exception in the absence of an express provision permitting such reliance in this Lease.

Restrictions

Family Dollar

Lease 24.0 - Landlord acknowledges that convenient automobile access and parking for Tenant's customers is critical to the successful operation of Tenant's business. Landlord agrees not to build any buildings in the shopping center except as shown on Exhibit B1 – Site Plan, and that all area shown on Exhibit B1 as parking shall always be devoted to marked, lighted, paved parking area. Landlord agrees that all entrances, exits, driveways and service areas will remain substantially as shown on Exhibit B1. Landlord agrees not to lease any space in the shopping center south of the entrance shown on Exhibit B1-Site Plan and on the same front building line as the demised premises for use as a theatre, bowling alley, game arcade or other entertainment facility, a bar, tavern, lounge or nightclub, a gym or fitness center, for offices (except incidental to retail use), as a school, training facility or meeting hall or as a restaurant except a fast food restaurant.

Publix

Lease 16.03.B - Subject to the rights of any existing tenants, Landlord hereby covenants and agrees that no other premises in the Shopping Center shall be used for the following "prohibited uses": cinema or theatre, skating rink, bowling alley, discotheque, dance hall, nightclub, amusement gallery, pool room, health spa, adult entertainment facility, gymnasium, massage parlor, adult book store, pin ball or electronic game room a so called "head shop", funeral parlor, flea market, bingo parlor, cafeteria, sales of automobiles, car wash, a furniture store, a warehousing operation, or a meeting hall or place for private club or organization. In addition, Landlord hereby covenants and agrees that no other premises in the Shopping Center located within 500 feet of the Storeroom (which distance shall be measured from the Storeroom demising wall nearest said other premises to the demising wall of said other premises nearest the Storeroom) shall be used for a day care center, or a "concept" restaurant and/or cocktail lounge of a parking intensive nature, such restaurants and/or cocktail lounges being similar in nature to Bennigan's, T.J. Applebee's, Outback Steakhouse, Chili's, Hooters, and T.G.I. Friday's.

Lease 18.01 - Outparcel Restrictions – Tenant acknowledges that each of the outparcels already contain existing improvements, signage and businesses and Tenant acknowledges and agrees that such business uses are acceptable and that Landlord shall not be required to make any modifications or alterations to such improvements or signage. Landlord covenant and agrees that any new or replacement buildings, and any new or replacement pylon or monument signs constructed on the Outparcels after the date of this Lease shall be subject to the following restrictions: (i) no more than one building shall be constructed on any Outparcel and said building shall accommodate only one (1) business operation therein; (ii) no building shall exceed one story in height; (iii) no building shall exceed twenty-five (25) feet in height; (iv) the Leasable Floor Area of any building constructed on an Outparcel shall not exceed the floor area limitation set forth on the Site Plan, provided, in any event, such Leasable Floor Area shall be further limited to the extent that the number and size of on-grade automobile parking spaces required by all applicable rules, regulations, ordinances, and laws can be constructed and maintained within the boundaries of such Outparcel; (v) each building shall comply with all governmental rules, regulations, ordinances, and laws; (vi) any pylon or monument signs erected or constructed on the Outparcels shall not obstruct visibility of the pylon or monument sign identifying the Shopping Center or Tenant; and (vii) the Outparcels or any buildings constructed thereupon shall not be used in violation of the exclusive rights granted to Tenant in Paragraph 16.02 of this Lease, nor for any of the Prohibited Uses set forth in Paragraph 16.03 of this Lease.

Rainbow

Lease 38.0 - Notwithstanding anything in this Lease to the contrary, Landlord agrees not to place or maintain any kiosks, improvements, buildings or other similar obstructions any place designated as the "No Build Area" on Exhibit A annexed hereto, without Tenant's prior written consent, which consent may be withheld by Tenant in Tenant's sole and absolute discretion.

Exclusive Uses

Beauty Max

1st Amendment Section 9 –

A. ... if Landlord shall rent space in the Gainesville Shopping Center to a Competing Business (as defined below) during the Prime Term, then Tenant's sole and exclusive remedy shall be (i) a reduction in monthly Guaranteed Minimum Rental of twenty five (25%) from the date Tenant notifies Landlord of such violation, and (ii) the one time right to terminate this Lease within one hundred twenty (120) days after the opening date of the Competing Business.

B. Definitions: (i) "Exclusive Use" shall mean the primary operation of the sale of Beauty Supplies and or Wigs

(ii) "Competing Business" shall mean a business not affiliated with Tenant that uses its premises in the Shopping Center primarily for the Exclusive Use; provided, however, that it shall exclude the following:

- A. Any business occupying its premises directly or as an assignee, subtenant, licensee, or concessionaire under:
 - 1. A lease that was executed prior to the execution of this Lease but that is in effect as other date of execution of this Lease (a "Prior Lease")
 - 2. A renewal or extension of a Prior Lease
 - 3. A new lease that is executed by a business that leased or occupied premises in the Shopping Center directly or indirectly under a Prior Lease (a "New Lease"); or
 - 4. A renewal or extension of a New Lease
 - B. If the Demised Premises currently occupied by Tenant shall cease to be used primarily for the Exclusive Use, Landlord may enter into a lease with a Competing Business;
 - C. Any anchor, variety, or specialty store and any store containing a floor area in excess of 4,500 square feet
 - D. Any business which devotes less than twenty percent (20%) of the sales area of such premises to the Exclusive use or on an annual basis, less than twenty percent (20%) of the gross sales from such premises are generated by the Exclusive Use; and
 - E. Any business which engages in the Exclusive Use but is not specifically permitted to do so in its lease.
- D. Primary Use: The Demised Premises shall not be deemed to be used primarily for the Exclusive Use unless:
- i. More than seventy five percent (75%) of the sales area of the Demised Premises is devoted to the Exclusive Use; and
 - ii. On an annual basis, more than seventy five percent (75%) of the gross sales from the Demised Premises are generated by the Exclusive Use.

Buddy's

Lease Item 18.9 - So long as Tenant is not in default and has not been in default at any time under the terms and conditions of this Lease, Landlord covenants that it will not, during the term of this Lease (including any Renewal Term) lease any premises in the Shopping Center to Aaron's or any other entity related to Aaron's that is in the rent-to-own business. The foregoing covenant shall not prohibit or preclude Landlord from leasing, re-leasing or extending or amending any lease with any tenant of the Shopping Center as of the date of this Lease.

Family Dollar

Lease 19.0 - Landlord agrees that Landlord and any entity controlled by Landlord or any partner or principal of Landlord shall not lease (or permit the leasing or subleasing of where Landlord is in control of such leasing or subleasing) or sell any space in the shopping center to (i) any variety store (e.g. Woolworth), variety discount store (e.g. McCrory's), dollar store (e.g. Dollar General), or any store similar to Tenant in operation or merchandising. This paragraph shall not apply to tenants operating in the shopping center at the date of this lease as identified on Exhibit B – Site Plan, so long as such tenant or their successors or assigns continue to operate businesses in substantially the same manner as they are currently operating, or so long as any change in use by such tenants is not subject to Landlord's consent. Landlord may lease space in the shopping center to a store which sells substantially all items in its inventory for \$1.00 or less. In the event that Landlord leases or sells to a discount department store (such as Wal-Mart, K-Mart, Roses or Target) then Tenant has the right to terminate this lease at any time thereafter by giving notice of termination to Landlord at least sixty days prior to the effective date of the transaction.

H&R Block

Lease Item 18.6 - So long as Tenant is not in default and has not been in default at any time under the terms and conditions of this Lease, Landlord covenants that it will not, during the term of this Lease (including any Renewal Term) lease any premises, unless incidental to another use, in the Shopping Center to be used primarily for the preparation of income taxes. The foregoing covenant shall not prohibit Landlord from leasing, re-leasing or

extending or amending any lease with any (i) anchor tenant; (ii) tenant of the Shopping Center as of the date of this Lease; or (iii) any department, discount, drug

Deepam – Main St. Liquor

Lease Item 16.5 – A. Notwithstanding anything contained herein to the contrary, if Landlord shall rent space in the Gainesville Shopping Center to a Competing Business (as defined below) during the Prime Term, then Tenant's sole and exclusive remedy shall be (i) a reduction in monthly Guaranteed Minimum Rental of twenty five (25%) from the date Tenant notifies Landlord of such violation, and (ii) the one time right to terminate this Lease within one hundred twenty (120) days after the opening date of the Competing Business.

B. Definitions:

- (i) "Exclusive Use" shall mean the primary operation of a store for the exclusive sale of liquor only.
- (ii) "Competing Business" shall mean a business not affiliated with Tenant that uses its premises in the Shopping Center primarily for the Exclusive Use; provided, however, that it shall exclude the following:

A. Any business occupying its premises directly or as an assignee, subtenant, licensee, or concessionaire under:

- (1) A lease that was executed prior to the execution of this Lease but that is in effect as of the date of execution of this Lease (a "Prior Lease");
- (2) A renewal or extension of a Prior Lease;
- (3) A new lease that is executed by a business that leased or occupied premises in the Shopping Center directly or indirectly under a Prior Lease (a "New Lease"); or
- (4) A renewal or extension of a New Lease.
- (5) A new lease or amendment to an existing Lease for Publix to operate a separate liquor store either within their Demised Premise or within another unit within the shopping center.

B. If the Demised Premises currently occupied by Tenant shall cease to be used primarily for the Exclusive Use, Landlord may enter into a lease with a Competing Business;

C. Any anchor, variety, or specialty store and any store containing a floor area in excess of 4,500 square feet;

D. Any business which devotes less than twenty percent (20%) of the sales area of such premises to the Exclusive Use or on an annual basis, less than twenty percent (20%) of the gross sales from such premises are generated by the Exclusive Use; and

E. Any business which engages in the Exclusive Use but is not specifically permitted to do so in its lease.

D. Primary Use: The Demised Premises shall not be deemed to be used primarily for the Exclusive Use unless:

- (i) More than seventy five percent (75%) of the sales area of the Demised Premises is devoted to the Exclusive Use; and
- (ii) On an annual basis, more than seventy five percent (75%) of the gross sales from the Demised Premises are generated by the Exclusive Use.

Publix

Lease 16.02.A to B - Landlord covenants and agrees that during the Term, Tenant shall have the exclusive right within the Shopping Center to: (i) operate a grocery supermarket. Landlord further covenants and agrees that during the Term, so long as the Premises is being operated primarily as a grocery supermarket, Tenant shall have the exclusive right within the Shopping Center to operate a bakery, delicatessen, fish market, and on-premises phot finishing facility; (ii) sell drugs or other products which are required by law to be dispensed by a registered pharmacist; and (iii) engage in retail sales of items of food for "off-premises" consumption.

16.02.B - The terms and provisions of Paragraph 16.02(a) of this Lease, entitled "Exclusive Uses", to the contrary notwithstanding, occupants of the Shopping Center, as well as occupants of adjacent property which may otherwise be restricted pursuant to the terms and provisions of Paragraph 18.02 of this Lease, entitled "Adjacent Property Restrictions", shall not be prohibited from engaging in the operation of: (i) a sit down restaurant offering prepared ready-to-eat food items for consumption either on or off the premises; (ii) a delicatessen or sandwich shop type restaurant (but not a bakery) which offers take out service as an incidental part of its restaurant operation, provided that at least seventy percent (70%) of the interior floor area of such restaurant (exclusive of kitchen or food preparation area) is utilized for seated dining purposed" (iii) a health food store or nutrition center, ice cream parlor or frozen yogurt store, franchise doughnut shop (equivalent to a Dunkin' Donut or Krispy Kreme operation), bagel shop, candy store, or a pizza pickup or delivery outlet, all of which may offer the sale of food items for consumption on or off the premises; and (iv) a combination gas station and convenience food store operation, provided that the floor area devoted to the sale of food and beverage products shall not exceed 1,000 square feet; and (v) a video rental or sale store (similar to Blockbuster Video) which may offer the sale of items normally sold by movie theaters (i.e. popcorn or candy) for consumption off the

premises; and the sale by the Family Dollar Store of non perishable food items for consumption off the premises, provided that the floor are devoted to the sale of such items does not exceed 750 square feet.

16.03.B - Subject to the rights of any existing tenants, Landlord hereby covenants and agrees that no other premises in the Shopping Center shall be used for the following "prohibited uses": cinema or theatre, skating rink, bowling alley, discotheque, dance hall, nightclub, amusement gallery, pool room, health spa, adult entertainment facility, gymnasium, massage parlor, adult book store, pin ball or electronic game room a so called "head shop", funeral parlor, flea market, bingo parlor, cafeteria, sales of automobiles, car wash, a furniture store, a warehousing operation, or a meeting hall or place for private club or organization. In addition, Landlord hereby covenants and agrees that no other premises in the Shopping Center located within 500 feet of the Storeroom (which distance shall be measured from the Storeroom demising wall nearest said other premises to the demising wall of said other premises nearest the Storeroom) shall be used for a day care center, or a "concept" restaurant and/or cocktail lounge of a parking intensive nature, such restaurants and/or cocktail lounges being similar in nature to Bennigan's, T.J. Applebee's, Outback Steakhouse, Chili's, Hooters, and T.G.I. Friday's.

Rainbow

Lease Item 18.6 - No other tenant is permitted to compete with Tenant for sale of popularly priced women's, junior or children's apparel, nor shall Landlord permit any existing tenant to sell popularly priced women's, junior or children's apparel, (except that the foregoing restriction shall no apply to the Excluded Tenant as defined below). In the event of a breach, Tenant may terminate this lease on thirty (30) days prior written notice to Landlord and/or pay a gross rent of 5% of Gross Sales (in lieu of Guaranteed Minimum Rental, Operating Expenses, Real Estate Taxes and additional rent otherwise payable under this Lease, however, in no event shall Tenant be required to pay more than the Guaranteed Minimum Rental, Operating Expenses, Real Estate Taxes and additional rent otherwise payable under this Lease) until Landlord remedies breach (Landlord is required to give Tenant written notice when the breach is cured). Existing tenants who have the right to sell popularly priced women's, junior and/or children's apparel are: Citi Trends or its replacement, Simply Fashion Stores, Ltd., d/b/a Fashion Trends, or any space over 10,000 sq.ft., which is operated by a single tenant under a single trade name. Landlord shall be permitted to lease space to no more than two (2) local tenants that sell women's juniors or children's apparel provided such space shall not total more than 4,500 sf.ft., in the aggregate.

Exhibit B1 – Family Dollar Lease

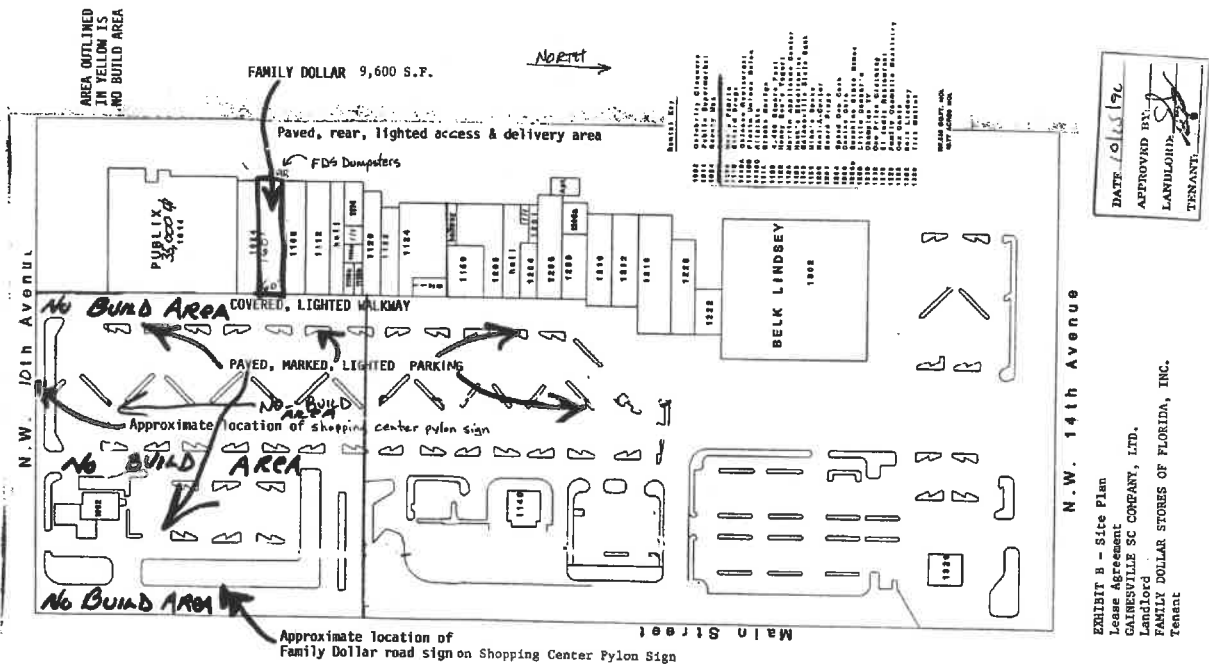


Exhibit A – Rainbow Lease

Gainesville Shopping Center

Gainesville, FL

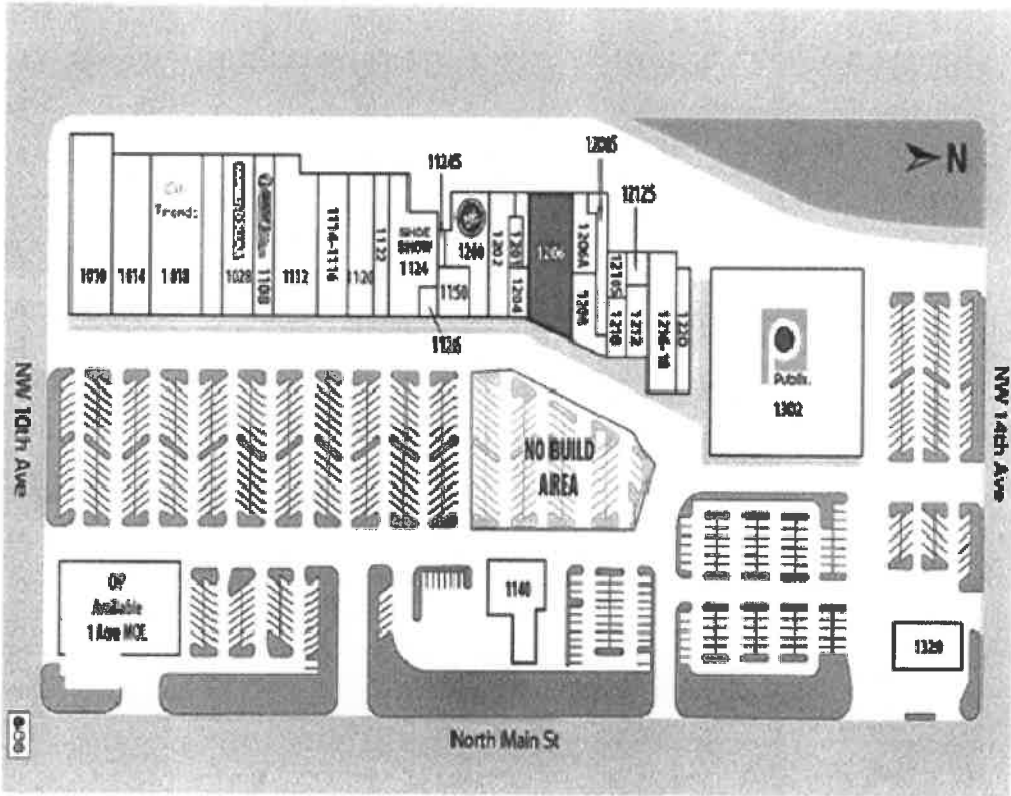


EXHIBIT E

UNCONDITIONAL AFFIDAVIT AND WAIVER OF LIEN
ACKNOWLEDGMENT OF FINAL PAYMENT

_____ being Contractor having a contract with _____
has performed work and/or furnished Materials, Equipment and/or Machinery for the
_____ Project during the period from _____ to _____

Its location is the following described real property in Pinellas County, Florida: LEGAL DESCRIPTION: See Attached Exhibit "A"

The undersigned does acknowledge the receipt of payment from _____, totaling \$_____ and releases any and all mechanic's lien, material supplier's lien, stop notice or other claim of the undersigned to the project referenced above and payment has been made in full for the performance of the contract.

Sub-Contractors: Each and every sub-contractor who performed work for this contractor on the project listed Below and payments have been made in full for the following amounts:

Name of company	Address	Description of work	Amount
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Materials: Each and every material supplier who delivered materials, equipment and/or machinery to the site, or fabricated materials especially for the Project, of a value in EXCESS of \$1,000.00 is listed below and has been paid in full for the following:

Supplier	Address	Description of work	Amount
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A Final Unconditional Waiver of Lien/Acknowledgment of payment for each of the above named is attached hereto.

_____ (Contractor) hereby waives all rights to liens and claims against the Owner to the amount of payment received for the performance of his Contract and further states that no other person has any right to a lien or claim against the General Contractor on account of work performed or for material supplied during the period.

_____ being the _____ (Contractor) hereby acknowledges
(name) (officer's title)
the foregoing in full and certifies this to be a true and accurate statement.

Signature – (Officer of Company)

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____.

Notary Public
Print Name: _____

Personally known _____ OR Produced Identification _____

Type of identification produced _____