

BRIXMOR®

February 10, 2016

Via Email and Federal Express Delivery

Mason C. Jackson
CAREERSOURCE BROWARD
6301 NW 5th Way, Ste 3000
Fort Lauderdale, FL 33309

Re: That certain Lease, dated February 10, 2016 ("**Lease**") between Brixmor Coconut Creek Owner, LLC, ("**Landlord**") and CareerSource Broward ("**Tenant**") for Space #48 ("**Premises**") in the Coconut Creek Shopping Center located in Coconut Creek, Florida (**BU #141401**)

Dear Mr. Jackson:

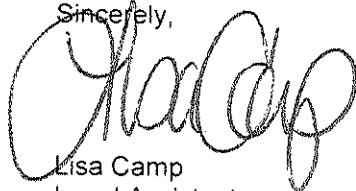
Welcome to the Shopping Center. Enclosed please find one fully executed counterpart of the Lease for your new business.

For your reference your property manager is **PAUL LEMAY** and he can be reached at the following address and phone number: **Brixmor Property Group, 9101 International Drive, Ste 1600, Orlando, Florida 32819; (305) 944-7132** between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday. Please contact your property manager for any maintenance problems that are the responsibility of the Landlord per your Lease or before any construction, remodeling or installation of new signage. There is a **24-HOUR ANSWERING SERVICE** which is available for emergencies, after hours, weekends and on holidays. Such service can be reached at **(800) 206-0238 EXT 0**.

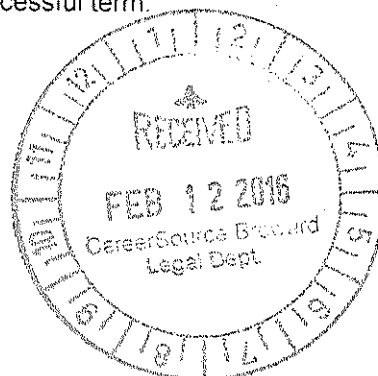
Please note the provisions of the Lease which require Landlord's consent for your store layout, and any other work which you wish to perform in the Premises before opening your business. Requests for Landlord's consent should be directed to **Gary Lawton**, of the Construction department, at the above mentioned mailing address; and he can also be reached at the following telephone number: **407-903-2909**.

Again, welcome to the Shopping Center and we wish you a long and successful term.

Sincerely,



Lisa Camp
Legal Assistant



Enclosure

cc: Mark Worley, John Priede, Michael Lee, Christopher Ralph, Donna Kendall, Paul LeMay, Atlanta Legal Dept., Susan Martinez, Jalaine Brady

Lease Agreement

By And Between

BRIXMOR COCONUT CREEK OWNER, LLC

As Landlord

And

CAREERSOURCE BROWARD

As Tenant

COCONUT CREEK

COCONUT CREEK, FLORIDA

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1 The Lease (the "Lease") is made and entered into the date set forth below by and between
2 **BRIXMOR COCONUT CREEK OWNER, LLC**, a Delaware limited liability company, herein called
3 "Landlord", and **CAREERSOURCE BROWARD**, the administrative entity for the CareerSource Broward
4 Council of Governments formed pursuant to Florida Statutes §163.01, herein called "Tenant."
5

6 In consideration of the mutual covenants contained herein, and other good and valuable
7 consideration, the sufficiency of which is hereby acknowledged, Landlord and Tenant, intending to be
8 legally bound hereby, agree with each other as follows:
9
10

11 **ARTICLE I: BASIC LEASE PROVISIONS AND DEFINITIONS**

12 **Section 1.01. Basic Lease Provisions and Definitions.**

13
14 Wherever used in the Lease, the following terms shall have the meanings indicated. Each reference in
15 the Lease to any of the Basic Lease Provisions in this Section 1.01 shall be deemed and construed to
16 incorporate all of the terms provided under such Basic Lease Provision, provided that the Basic Lease
17 Provisions shall be controlled by the specific terms and provisions of the Lease relating to the subject
18 matter of the Basic Lease Provision.
19
20

21 Date of Lease:

22 **Date of Lease:**

February 10, 2016

23 Shopping Center and Demised Premises:

24
25 **Shopping Center or Center:** The land and buildings owned by or leased to Landlord known
26 as Coconut Creek Plaza.

27 **Shopping Center Address:** 4801-4967 Coconut Creek Parkway
Coconut Creek, Florida 33063

Building Unit: 141401

Demised Premises or Premises Store #48, 49, 50, 51 & 52 with an approximate total square
(See Section 2.01): foot area of 8,765 square feet in the aggregate, as depicted on
Exhibit A attached hereto and made a part hereof.

28 Landlord and Tenant:

29 **Landlord's Address for** Brixmor Coconut Creek Owner, LLC
30 **Notices:** c/o Brixmor Property Group
450 Lexington Avenue, 13th Floor
New York, NY 10170
Attention: Office of General Counsel
Phone: (212) 869-3000

With a copy to:

Brixmor Coconut Creek Owner, LLC
c/o Brixmor Property Group
3440 Preston Ridge Road,
Building IV, Suite 425
Alpharetta, GA 30005
Phone: (770) 442-3773
Attn: Vice President of Legal Services

Landlord's Address for The address for the payments of Rent will be provided under
Rent Payments: separate cover.

For additional information regarding where to pay Rent, contact

the Landlord at the above phone number.

**Tenant's Name and Billing
Address:**

CareerSource Broward
c/o Mason C. Jackson, President/CEO
6301 NW 5th Way, Suite 3000
Fort Lauderdale, Florida 33309
Phone: (954) 202-3830
Tenant's e-mail address: mcj@careersourcebroward.com

**Trade Name
(See Section 5.01):**

CareerSource Broward

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Permitted Use:

**Permitted Use
(See Section 5.01):**

Subject to those exclusives and restrictions as set forth on the attached Exhibit F, Tenant shall use and operate the Demised Premises for the purpose of Tenant's business, which includes, but is not limited to, general office, general office storage, general administrative functions, conference facilities, and as a governmental supported employment agency working with governmental and private agencies at the local, state and federal levels to assist job seekers and employers by providing job placement services, pre-screening and resume development services, educational computer and vocational training and career resource-oriented workshops.

Tenant shall not use the Demised Premises, or permit the use thereof, for any other use or purpose.

NAICS Code:

928110 (for Landlord's internal purposes only)

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5

Lease Term:

Lease Term:

The term of the Lease shall be 120 full months beginning on the Commencement Date.

Commencement Date:

Possession Date

Possession Date:

The date Landlord makes the Demised Premises available to Tenant. Tenant shall take possession of the Demised Premises on the Possession Date. Landlord will use its commercially reasonable efforts to deliver possession of the Demised Premises within 150 days of the full execution of this Lease with Landlord's Work substantially complete ("Estimated Possession Date"). For the purposes of this Lease, "substantially completed" and "substantial completion" mean the applicable Landlord's Work is substantially completed in accordance with the Landlord's Plans such that, subject only to minor punch-list type items, the applicable portion of Landlord's Work is complete and ready for use for their intended purposes, without interference in the completion or operation of the Premises and Landlord has obtained the applicable permits and/or certificates of occupancy, or the local municipality's equivalent.

With respect to the Estimated Possession Date and subject to Force Majeure and Tenant Delay, the parties agree as follows: (a) if the Possession Date does not occur within 30 days of the Estimated Possession Date, then, upon receipt by Landlord of proof reasonably satisfactory to Landlord, of payment of holdover rent by Tenant under its existing Lease, Tenant shall be entitled to two (2) days Rent credit for each

day that Tenant paid holdover rent at Tenant's existing location, until the day on which the actual Possession Date occurs. "Tenant Delay" shall be deemed to be those delays to Landlord's performance directly caused by Tenant's failure to perform in a timely and diligent manner its obligations pursuant to the terms of this Lease. In the event of a Tenant Delay, Landlord shall be granted an additional day to perform for each day of such Tenant Delay and any right granted to Tenant (i.e. penalty, rent credit or termination) shall be correspondingly delayed for each day attributable to a Tenant Delay. In the event Tenant approval is required and Tenant responds within three (3) days, it shall not be deemed a Tenant Delay.

Expiration Date: The last day of the final calendar month of the Lease Term. The Lease shall end on the Expiration Date, unless sooner terminated as otherwise provided herein.

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Rent:

Minimum Annual Rent \$16,799.59 per month from the Commencement Date
(See Section 4.01): through to the last day of the twelfth (12th) month of the Lease Term.

\$17,142.88 per month from the first day of the thirteenth (13th) month through to the last day of the twenty-fourth (24th) month of the Lease Term.

\$17,500.78 per month from the first day of the twenty-fifth (25th) month through to the last day of the thirty-sixth (36th) month of the Lease Term.

\$17,865.99 per month from the first day of the thirty-seventh (37th) month through to the last day of the forty-eighth (48th) month of the Lease Term.

\$18,238.50 per month from the first day of the forty-ninth (49th) month through to the last day of the sixtieth (60th) month of the Lease Term.

\$18,625.63 per month from the first day of the sixty-first (61st) month through to the last day of the seventy-second (72nd) month of the Lease Term.

\$19,027.35 per month from the first day of the seventy-third (73rd) month through to the last day of the eighty-fourth (84th) month of the Lease Term.

\$19,429.08 per month from the first day of the eighty-fifth (85th) month through to the last day of the ninety-sixth (96th) month of the Lease Term.

\$19,838.12 per month from the first day of the ninety-seventh (97th) month through to the last day of the one hundred eighth (108th) month of the Lease Term.

\$20,254.45 per month from the first day of the one hundred ninth (109th) month through to the Expiration Date.

Late Fee on Late Payments None.
(See Section 4.10):

Interest on Late Payments None.
(See Section 4.10):

Late Payment: Any payment not made within five (5) days after its due date.

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Additional Rent:

Security Deposit \$16,799.59
(See Section 19.01):

Rent Deposit \$16,799.59
(See Section 4.01(b)): Applied to First Month's Rent

Tax on Rentals
(See Section 8.03): All amounts provided for in this Article I are before taxes. If the Shopping Center is located in a jurisdiction that imposes a sales tax or other tax on rentals, such tax is in addition to, and not included in, the amounts provided for in this Lease and shall be paid by Tenant as Additional Rent unless specifically stated to the contrary. Notwithstanding the foregoing, provided Tenant maintains a current Florida Consumer's Certificate of Exemption (Form DR-14) (the "Certificate") and provides Landlord with a copy of the Certificate within 60 days of the full execution of this Lease, Tenant shall not be required to pay Florida sales tax on rentals. It shall be Tenant's responsibility throughout the Lease Term to provide Landlord written confirmation that it remains a valid exempt entity by providing Landlord with copies of a current Certificate within 60 days of Landlord's written request.

Operating Cost Percentage Intentionally Deleted. This is a Gross Lease.
(See Section 9.02):

Real Estate Tax Percentage Intentionally Deleted. This is a Gross Lease.
(See Section 8.01):

Insurance Charge Intentionally Deleted. This is a Gross Lease.
(See Section 15.02):

Promotion Fund Charges None.
(See Article XIII):

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Miscellaneous:

Tenant's Insurance Requirements (See Article XV):

Commercial General Liability: \$1,000,000.00 per occurrence; \$3,000,000.00 in the aggregate

Personal property: N/A

Additional Insureds: Tenant's insurance and insurance certificates shall name Landlord, and as Landlord directs, its ground lessors, lenders, affiliates and managers, as additional insureds on a primary basis under all policies providing the coverages required of Tenant in the Lease

Broker (See Section 22.07): Cresa South Florida
601 Brickell Key Drive, No. 1000
Miami, Florida 33131

Signs: Drawings and specifications shall be completed in accordance with Section 6.03 and Exhibit D.

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ARTICLE II: DEMISED PREMISES

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Section 2.01. Demised Premises.

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6 (a) The Demised Premises is located in the Shopping Center which is comprised of the land
7 and buildings that are owned by or leased to Landlord.

8

9 (b) Landlord, in consideration of the rents to be paid and the covenants to be performed by
10 Tenant, hereby leases the Demised Premises to Tenant, and Tenant hereby leases the Demised
11 Premises from Landlord, for the Lease Term. All measurements of the Demised Premises and of
12 leasable area are made from the outside of exterior walls and from the center of interior walls. Landlord
13 reserves the right to change the name of the Shopping Center at any time in its sole discretion.

14

15 (c) It is expressly agreed that nothing contained in the Lease shall be construed as a grant or
16 rental of (and the Demised Premises shall not include) (i) any space above the finished ceiling of the
17 Demised Premises (or, if none, above the bottom edge of the framework supporting the roof), (ii) any
18 rights in the roof or exterior of the building within which the Demised Premises is located, (iii) the space
19 below the finished floor of the Demised Premises or (iv) the land upon which the Demised Premises is
20 located.

21

Section 2.02. Condition of the Demised Premises.

22

23

24 Landlord shall at its cost and expense perform the items of work described as Landlord's work in Exhibit
25 B, attached hereto and made a part hereof ("Landlord's Work"). Any and all work to the Demised
26 Premises in addition to Landlord's Work which is necessary for Tenant to open and operate its business
27 in accordance with the terms of the Lease (the "Tenant's Work") shall be Tenant's obligation to perform at
28 Tenant's sole cost and expense. Tenant's Work is defined in Exhibit B attached hereto. Tenant will
29 indemnify Landlord and save it harmless from and against any and all claims, actions, suits at law or
30 equity, judgments, expenses, costs, liabilities, fines and debts in connection with any injury, loss or
31 damage during any period of Tenant's Work. The opening by Tenant of its business shall constitute an
32 acknowledgment by Tenant that the Demised Premises are in the condition called for by the Lease and
33 that Landlord has satisfactorily performed all of Landlord's Work with respect thereto.

34

Section 2.03. Surrender of the Demised Premises.

35

36

37 At the Expiration Date or upon the earlier termination of the Lease in accordance with the terms and
38 provisions hereof, Tenant shall quit and surrender the Demised Premises in "broom clean" condition and
39 in the same condition as the Demised Premises were in upon delivery of possession, reasonable wear
40 and tear excepted, and shall surrender all keys for the Demised Premises to the Shopping Center's
41 property manager and shall inform the property manager of all combinations of locks, safes and vaults, if
42 any, in the Demised Premises. Any alterations, additions, improvements and fixtures paid for by Tenant
43 or installed by Tenant upon the interior or exterior of the Demised Premises (whether or not approved by
44 Landlord), other than unattached moveable trade fixtures, decorations, computer, audio video,
45 televisions, screens, phones, , and cubicles, shall at the Expiration Date or upon the earlier termination of
46 the Lease in accordance with the terms and provisions hereof, at Landlord's option, become the property
47 of Landlord. Should Tenant desire to leave any personal property in the Demised Premises, it shall
48 request permission in writing from Landlord, describing such property, not less than thirty (30) days prior
49 to such surrender; and absent such permission in writing, all such property shall be removed by Tenant.
50 Tenant's obligation to observe or perform the covenants contained in this Section shall survive the
51 expiration or earlier termination of the Lease Term.

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ARTICLE III: TERM OF LEASE

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Section 3.01. Lease Term.

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59 The Lease Term shall be for the period set forth in Section 1.01, unless sooner terminated in accordance
60 with the terms and provisions of the Lease. "Lease Year" shall mean the twelve (12) consecutive
61 calendar months commencing with the first day of the first full calendar month of the Lease Term, and
62 thereafter with each succeeding anniversary thereof. If the Commencement Date is other than the first
63 day of a calendar month, the first Lease Year shall include the period from the Commencement Date
64 through the end of the month in which the Commencement Date occurs. If the Commencement Date
65 has not occurred within two (2) years after the date of execution of the Lease, then the Lease may be

1 terminated by either party hereto at any time thereafter prior to the occurrence of the Commencement
2 Date by written notice given to the other and thereafter neither party hereto shall be obligated or liable to
3 the other under the Lease.
4

5 **Section 3.02. Commencement of Lease Term.**

6
7 (a) The Lease Term, and Tenant's obligation to pay Minimum Annual Rent and all other
8 components of "Rent" (as defined in Section 4.09) that have not yet begun shall commence on the
9 Commencement Date and shall expire on the Expiration Date, as such terms are defined in Section 1.01.
10

11 (b) Intentionally Deleted.
12

13 (c) Except as specifically provided for elsewhere in this Lease, including Section 3.01, and
14 Section 1.01, Landlord shall not under any circumstances be subject to any liability whatsoever to
15 Tenant, and Tenant shall not under any circumstances be entitled to rescind or terminate the Lease, for
16 any delay in Landlord's delivery of the Demised Premises to Tenant.
17

18 (d) Tenant shall have the right prior to the Possession Date to enter upon the Demised
19 Premises at reasonable times for the purpose of installing Tenant's furnishings, fixtures and
20 equipment, so long as Tenant's entry shall not delay or interfere with Landlord's completion of
21 Landlord's Work, and Landlord agrees that no Rent shall be due during such period. As a condition to
22 such early entry, (a) Tenant shall provide Landlord with two (2) days advanced written notice to
23 Landlord's construction manager requesting entry into the Demised Premises and Landlord shall have
24 two (2) days after its receipt of such notice in which to respond either permitting Tenant to enter or
25 denying Tenant such early entry based on factors to be provided in Landlord's response to Tenant; (b)
26 Tenant shall provide proof of adequate insurance coverage for the work Tenant proposes to
27 undertake; (c) Tenant shall indemnify Landlord and hold Landlord harmless from and against any
28 suits, actions, damages, claims, judgments, costs, liabilities and expenses in connection with loss of
29 life, bodily or personal injury or property damage arising from or out of, the early entry of Tenant or
30 Tenant's agents, contractor or employees pursuant to this Section. 3.02 and (d) notwithstanding (a)
31 above, Tenant shall use its best efforts to co-ordinate its entry with Landlord so as to minimize any
32 disruption to Landlord's Work.
33

34 **Section 3.03. Holding Over.**

35
36 Tenant shall not have the right to remain in possession of the Demised Premises after either the
37 Expiration Date or the earlier termination of the Lease without having first received Landlord's written
38 consent. If Tenant remains in possession of the Demised Premises thereafter without Landlord's
39 consent, such possession shall be a default under the Lease and Tenant shall be deemed a holdover
40 tenant on the following terms and conditions: Tenant's use and occupancy of the Demised Premises
41 shall be at a rate equal to 125% of the total of the Minimum Annual Rent as was due during the final
42 month of the Lease Term plus all Additional Rent due in accordance with the terms of the Lease
43 calculated on a per diem basis. Tenant shall be fully obligated to perform all of the terms and conditions
44 contained in the Lease except as expressly modified by this paragraph; Landlord shall not be obligated or
45 liable to Tenant for any failure to perform under the Lease; and Tenant shall not be deemed a "month-to-
46 month" tenant. By continuing to use and occupy the Demised Premises after the Expiration Date, Tenant
47 agrees that such use and occupancy is subject to and pursuant to all of the terms, covenants and
48 conditions set forth in the Lease excepting only as specifically modified by this paragraph. Tenant's
49 failure to pay for its use and occupancy at the rate set forth above shall be a default under the Lease
50 granting Landlord all rights available to it at law and at equity as well as under the provisions of Article
51 XXI. If Tenant has remained in possession of the Demised Premises after the Expiration Date or earlier
52 termination of the Lease, Tenant shall vacate and surrender the Demised Premises to Landlord within
53 ten (10) days after written notice to Tenant. Tenant shall indemnify and hold Landlord harmless from and
54 against any loss or liability Landlord incurs resulting from Tenant's delay in surrendering the Demised
55 Premises on the Lease Expiration Date. The provisions of this Section 3.03 shall survive the expiration
56 of the Lease Term or the earlier termination of the Lease.
57
58
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60 **ARTICLE IV: RENT**

61 **Section 4.01. Minimum Annual Rent.**

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63
64 (a) Tenant hereby covenants and agrees to pay to Landlord the Minimum Annual Rent set
65 forth in Section 1.01, without any prior demand therefor and without any offset or deduction whatsoever,
66 in equal monthly installments on or before the first day of each month during the Lease Term, in advance,

1 at the address set forth in Section 1.01 or at such other place designated by Landlord. All Rent shall be
2 prorated for any partial month at the beginning or end of the Lease Term.

3
4 (b) A rent deposit (the "Rent Deposit") in the amount set forth in Section 1.01 is due and
5 payable upon the execution of the Lease. The Rent Deposit will be credited to the first full calendar
6 month's installment of Rent coming due under the Lease.

7
8 (c) Intentionally Deleted

9
10 (d) Intentionally Deleted.

11
12 **Section 4.02. Intentionally Deleted.**

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14 **Section 4.03. Intentionally Deleted.**

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16 **Section 4.04. Intentionally Deleted.**

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18 **Section 4.05. Intentionally Deleted.**

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20 **Section 4.06. Intentionally Deleted.**

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22 **Section 4.07. Intentionally Deleted.**

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24 **Section 4.08. Intentionally Deleted.**

25
26 **Section 4.09. Additional Rent.**

27
28 (a) In addition to Minimum Annual Rent and all other payments to be made by Tenant to
29 Landlord shall be deemed to be, and shall become, additional rent hereunder ("Additional Rent"),
30 whether or not the same be designated as such. Unless otherwise provided elsewhere in the Lease,
31 Additional Rent shall be due and payable upon the earlier of ten (10) days after demand is made therefor
32 or together with the next succeeding installment of Minimum Annual Rent. Landlord shall have the same
33 remedies for failure to pay Additional Rent as for a non-payment of Minimum Annual Rent.

34
35 (b) Within one (1) month after the calculation of the actual amounts due for the Additional
36 Rent charges estimated hereunder, Landlord and Tenant shall make appropriate adjustments of such
37 estimated payments and the party owing money shall remit same to the other party within forty-five (45)
38 days of the submission by Landlord to Tenant of said final calculation. The provisions of this paragraph
39 shall supersede any inconsistent provisions of the Lease to the contrary and shall survive the expiration
40 or earlier termination of the Lease.

41
42 (c) As used herein, "Rent" shall mean Minimum Annual Rent and Additional Rent, individually
43 or in the aggregate.

44
45 (d) Tenant's obligation to pay any and all Rent under the Lease shall continue and shall cover
46 all periods up to and through the Expiration Date. Tenant's obligation to pay any and all Rent under the
47 Lease shall survive any expiration or termination of the Lease.

48
49 (e) Unless otherwise specifically stated herein or except as otherwise directed by written
50 notice from Landlord or to such other address as to which Landlord has given Tenant written notice, all
51 payments of Rent shall be made to Landlord at the address noted in Section 1.01 for rent payments or to
52 such other address as to which Landlord has given Tenant written notice. Periodically during the Lease
53 Term, Landlord shall assign to Tenant a "tenant number" or "lease number" or other similar identifying
54 number. Tenant shall note such identifying number on all checks delivered in payment of Rent.

55
56 (f) Intentionally Deleted.

57
58 **Section 4.10. Interest, Late Charges and Returned Check Fees.**

59
60 (a) If any check from Tenant delivered in full or partial payment of any amounts due
61 hereunder is not honored because of insufficient funds, uncollected funds, or any other reason, Tenant
62 shall pay to Landlord an administrative charge of Seventy-five Dollars (\$75.00) per dishonored check.

63
64 (b) In the event of a late payment, as defined in Section 1.01, then a late fee in the amount
65 set forth in Section 1.01 shall become immediately due to Landlord, as liquidated damages for failure to
66 make timely payment. Said late fee shall be Additional Rent and shall be payable together with the next
67 installment of Minimum Annual Rent.

68
69 **Section 4.11. Intentionally Deleted.**

1
2 **Section 4.12. Intentionally Deleted.**
3
4
5

6 **ARTICLE V: USE OF THE DEMISED PREMISES**
7

8 **Section 5.01. Use of the Demised Premises.**
9

10 (a) Tenant shall use and operate the Demised Premises solely for the Permitted Use set forth
11 in Section 1.01, only under the trade name set forth in Section 1.01 hereof, or such other trade name
12 approved in writing by Landlord, such approval not to be unreasonably withheld, conditioned or delayed,
13 and in full compliance with all governmental rules, regulations and requirements including, without
14 limitation, obtaining and maintaining any and all licenses, permits and approvals necessary for the
15 operation of Tenant's business at the Demised Premises. Tenant shall not use, or permit the use, of the
16 Demised Premises for any other use or purpose whatsoever and shall not operate its business at the
17 Demised Premises, or permit any operation, under any other trade name whatsoever.
18

19 (b) The Permitted Use, as set forth in Section 1.01 hereof, setting forth the nature of the
20 business to be conducted by Tenant in the Demised Premises shall not be deemed or construed to
21 constitute a representation or warranty by Landlord that such business may be conducted in the Demised
22 Premises, or is lawful or permissible under the certificate of occupancy, if any, issued for the building of
23 which the Demised Premises forms a part, or is otherwise permitted by law.
24

25 (c) In consideration of the Rent, and the covenants and agreements contained herein,
26 Landlord leases the Demised Premises to Tenant, and Tenant hereby rents it, so that Tenant may
27 operate a business at the Demised Premises in accordance with the Permitted Use. Tenant covenants
28 and agrees that it shall operate its business only in accordance with the Permitted Use and that Tenant's
29 use of the Demised Premises is in all events subject to: the Lease terms and conditions; matters of public
30 record; public or private restrictions affecting Landlord or the Shopping Center; any mortgages, ground
31 leases or other agreements or restrictions of record; and all applicable governmental rules and
32 regulations.
33

34 **Section 5.02. Intentionally Deleted.**
35

36 **Section 5.03. General Prohibited Uses.**
37

38 Tenant shall not use the Demised Premises or permit the Demised Premises to be used (i) for any
39 purpose or in any manner that violates any legal requirement and/or the requirements of the insurance
40 underwriter(s) of the Shopping Center; (ii) for the sale, rental or display of drug paraphernalia, or any
41 goods and/or services that, in the sole and absolute discretion of Landlord, are inconsistent with the
42 image of a community or family-oriented center; (iii) as a massage parlor, adult bookstore or second-
43 hand store; (iv) to operate any video, pinball or other gaming machines; (v) to keep live animals of any
44 kind unless otherwise permitted by the Lease; (vi) to sell any irregular merchandise or "seconds" unless
45 such merchandise is so advertised and marked; (vii) to conduct a "discount operation" or to advertise or
46 permit anything to be done that will categorize Tenant's business as a "discount operation" unless
47 specifically permitted to the contrary in Tenant's Permitted Use or (viii) for the conducting of any fire,
48 auction, bankruptcy, "going-out-of business", "lost-our-lease" or other similar sales Tenant shall keep the
49 Demised Premises, and every part thereof, in a clean and wholesome condition, free from any
50 objectionable noises, loud music, odors or nuisances. In no event may Tenant, or any party using or
51 occupying the Demised Premises by or through Tenant, use the Demised Premises in violation of the
52 provisions of Exhibit F, attached hereto and made a part hereof.
53

54 Tenant shall not perform any acts or carry on any practice which may be a nuisance or disturbance to
55 other tenants and business invitees or the general public.
56

57 **Section 5.04. Storage, Office Use.**
58

59 Tenant shall use for office, clerical or other non-selling purposes only such space in the Demised
60 Premises as is from time to time reasonably required for Tenant's business in the Demised Premises.
61

62 **Section 5.05. Tenant's Operation of Business.**
63

64 (a) Tenant shall continuously operate and keep open to the public one hundred percent
65 (100%) of the Demised Premises during the entire Lease Term. Tenant shall conduct its business in the
66 Demised Premises in a manner typical for such type of business in the city or trade area in which the
67 Shopping Center is located.

1
2 (b) Intentionally deleted.

3
4 (c) Intentionally deleted.

5
6 (d) Intentionally deleted.

7
8 **Section 5.06. Failure of Tenant to Operate its Business.**

9
10 Except where the Demised Premises are untenantable by reason of fire, casualty or causes beyond
11 Tenant's control not resulting from the negligent act or omission to act of Tenant, its servants, agents,
12 employees, invitees, licensees and concessionaires and without limiting any other rights or remedies
13 which may be available to Landlord, if Tenant, beyond any notice or cure period (i) fails to take
14 possession of the Demised Premises on the Possession Date; (ii) fails to open for business fully fixtured,
15 stocked and staffed on the Commencement Date; (iii) vacates, abandons or deserts the Demised
16 Premises; (iv) ceases operating its store in the Demised Premises; or (v) fails to open or maintain any or
17 all of the hours of operation designated by Landlord to the extent required herein then, in any such event,
18 Landlord shall have in addition to all remedies herein provided, the right to terminate the Lease.

19
20 **Section 5.07. Rules and Regulations.**

21
22 Tenant agrees to abide by the rules and regulations of the Shopping Center, attached hereto and made a
23 part hereof as Exhibit C. Landlord may, from time to time, amend or add to the rules and regulations for
24 the use and care of the Demised Premises, the buildings of which the Demised Premises are a part, and
25 the common areas and Common Facilities, and Tenant agrees to comply with such amendments or
26 additions immediately upon receipt of notice thereof.

27
28 **Section 5.08. Quiet Enjoyment.**

29
30 Tenant, upon paying the rents and performing all of the terms of the Lease on its part to be performed,
31 shall peaceably enjoy quiet enjoyment in the Demised Premises subject, nevertheless, to the terms of the
32 Lease and to any mortgage, ground lease or agreements to which the Lease is subordinated.

33
34 **Section 5.09. Environmental.**

35
36 (a) Tenant shall not use or suffer the Demised Premises to be used in any manner so as to
37 create an environmental violation or hazard, nor shall Tenant permit, cause or suffer to be caused any
38 petroleum, hazardous material or chemical contamination or discharge of a substance of any nature
39 which is noxious, offensive or harmful or which under any law, rule or regulation of any governmental
40 authority having jurisdiction constitutes a known or suspected hazardous, dangerous or toxic substance
41 or waste. Tenant shall not violate or suffer to be violated any governmental law, rule, regulation,
42 ordinance or order, including those of any federal, state, county or municipal entity, agency or official.

43
44 (b) Tenant shall immediately notify Landlord in writing of environmental concerns, liabilities or
45 conditions of which Tenant is, or becomes, aware or which are raised by any private party or government
46 agency with regard to Tenant's business or the Demised Premises. Tenant shall notify Landlord
47 immediately of any petroleum or other hazardous substances released at or suspected to emanate from
48 the Demised Premises, whether it is released by Tenant or otherwise and shall immediately upon
49 knowledge of a known or suspected release of any petroleum or other hazardous substances investigate
50 and fully remediate all such substances in compliance with law.

51
52 (c) Without limiting the foregoing, but as additional covenants thereto, Tenant specifically
53 agrees that, except as specifically permitted elsewhere in the Lease, (i) Tenant shall not generate,
54 manufacture, refine, transport, treat, store, handle, dispose or otherwise deal with any hazardous
55 substances or hazardous waste as now or hereafter defined by applicable law; (ii) if at any time during
56 the Lease Term there shall be required, with respect to the Demised Premises or any part thereof, any
57 act pursuant to or to comply with applicable law, including obtaining permits or approvals, the filing of any
58 required notice of sale or negative declaration affidavits or the preparation or effectuation of any
59 remediation plans, Tenant shall immediately advise Landlord of same and Tenant shall be solely
60 responsible for the cost of such compliance. Tenant shall defend, indemnify and hold Landlord harmless
61 against any claims, actions, fines, penalties, liability, loss, cost or expense, including consultants' and
62 attorneys' fees and costs (whether or not legal action has been instituted), incurred by reason of (i) the
63 presence of petroleum or hazardous materials at, under or about the Demised Premises, (ii) any failure
64 by Tenant to comply with the terms hereof or with any environmental law, rule or regulation now or
65 hereafter in effect (iii) the purchase, sale, use or storage of any goods, products, petroleum, equipment or
66 other items at, under or about the Demised Premises, or the repair, maintenance or condition of the
67 Demised Premises and all equipment and fixtures appurtenant thereto. For the purposes of this
68 paragraph, the term Tenant shall be deemed to include Tenant, Tenant's agents, servants, employees
69 and invitees.

1
2 (d) Tenant expressly acknowledges its understanding and agreement that, during the Lease
3 Term or at or after the Expiration Date (or earlier termination of the Lease), certain notices, filings (and,
4 possibly, sampling plans, remediation plans and remediation work) may be required by law and, if this
5 occurs, then Tenant shall in its own name or, if required, in the name of Landlord, comply, at Tenant's
6 sole cost and expense, with all such applicable notices, filings and other required actions, and defend,
7 indemnify and hold Landlord harmless from all costs and expenses related to the same. However,
8 Tenant shall file no documents or take any other action under this Section without Landlord's prior written
9 approval thereof, and Landlord shall also have the right to file such documents or take such action
10 instead or on behalf of Tenant (but still at Tenant's sole cost and expense), and Tenant shall cooperate
11 with Landlord in so doing. Tenant shall (i) provide Landlord with copies of any documents filed by Tenant
12 pursuant to any environmental law; (ii) permit Landlord to be present at any inspection, on or off site, and
13 at any meetings with government environmental officials; and (iii) provide Landlord with an inventory of
14 materials and substances dealt with by Tenant at the Demised Premises, as well as such additional
15 information for government filings or determinations as to whether there has been compliance with an
16 environmental law. In the event that Tenant uses any underground storage tanks, Tenant shall remove
17 the underground storage tanks and sample the ground around and under the tanks prior to the expiration
18 or termination of the Lease. Tenant shall provide Landlord with at least thirty (30) days' prior written
19 notice of the removal of the underground storage tanks and the sampling around and under the tanks.
20

21 (e) Landlord shall have the right to enter the Demised Premises at any time to inspect the
22 Demised Premises or to conduct tests to discover the facts of any alleged or potential environmental
23 condition or violation.
24

25 (f) Tenant shall require any permitted assignee or subtenant of the Demised Premises to
26 agree expressly in writing to comply with all the provisions of this Section. The provisions of this Section
27 shall survive the expiration or earlier termination of the Lease.
28

29 (g) Intentionally deleted.
30

31 (h) Tenant agrees to comply fully with all federal, state, and municipal laws, rules,
32 regulations, ordinances, use permits, and all conditions and restrictions with regard to the use and
33 condition of the Demised Premises and with regard to Tenant's activities thereon. Without limiting the
34 foregoing, Tenant must comply with all requirements of federal, state, and local occupational, health
35 and safety agencies, and environmental protection agencies, concerning the receipt, storage,
36 handling, use, sale and dispensing of petroleum based products or any other hazardous materials, the
37 disposal of waste materials, and Tenant's other activities on the Demised Premises, including those
38 governing recovery of vapors.
39

40 (i) The obligations contained in this Section 5.09 shall survive the expiration or earlier
41 termination of the Lease.
42
43
44

45 **ARTICLE VI: TENANT'S CONSTRUCTION AND** 46 **MAINTENANCE**

47 **Section 6.01. Tenant's Plans and Specifications.** 48

49
50 (a) If Tenant's Work requires permits, Tenant shall, within thirty (30) days after the execution
51 of the Lease, submit to Landlord, for Landlord's prior written approval, a complete set of plans and
52 specifications of the Demised Premises, describing all the work which under the Lease is to be performed
53 by Tenant, and showing in sufficient detail the location of all utilities, partitions, store front and any other
54 matters which may affect the construction work to be performed by Landlord, if any, in the Demised
55 Premises and in the building of which the Demised Premises form a part. In the event that said plans
56 and specifications are, in the commercially reasonable judgment of Landlord, incomplete, inadequate or
57 inconsistent with the Lease, Landlord may elect to have said plans and specifications revised, corrected
58 and/or completed by Landlord's architect at Tenant's expense. Upon completion of final plans and
59 specifications and Landlord's approval thereof, Tenant shall employ a contractor and sub-contractors,
60 licensed to work in the State of Florida, to complete the Demised Premises in accordance with the said
61 approved plans and specifications and in accordance with the other terms and provisions of the Lease.
62

63 (b) Tenant acknowledges that Landlord's approval of Tenant's plans (i) does not eliminate the
64 need for Tenant to obtain all necessary approvals and permits required from any public or governmental
65 agency or authority having jurisdiction over the Shopping Center and (ii) should not be construed as a
66 waiver of or the satisfaction of any laws, regulations, restrictions or requirements of record, conformance
67 thereto being solely Tenant's responsibility. Tenant also acknowledges that Landlord has no liability to

1 Tenant or any other person or entity as a result of Landlord's approval of said plans for any defects,
2 omissions, inconsistencies or shortcomings contained in such plans or the work to be performed in
3 accordance therewith.
4

5 **Section 6.02. Tenant's Construction, Installations and Alterations.**
6

7 (a) All work or equipment, other than the initial Landlord's Work and Tenant's Work, if any,
8 shall be performed by Tenant at its own cost and expense and Tenant shall, without limitation, fully equip
9 the Demised Premises with all trade equipment, furniture, operating equipment, furnishings, fixtures and
10 exterior signs and any other equipment necessary for the proper operation of Tenant's business.
11 Whenever Tenant is performing work within the Demised Premises, Tenant shall commence such work
12 as soon as is practical and shall diligently prosecute such work to its completion as soon as is practical
13 after its commencement. All fixtures installed by Tenant shall be new or completely reconditioned.
14 Tenant shall not do any construction work or alterations, nor shall Tenant install any equipment other
15 than trade fixtures and office equipment and furniture and computers without first obtaining Landlord's
16 written approval and consent, which consent shall not be unreasonably withheld, conditioned or delayed.
17 Tenant shall present to Landlord plans and specifications for such work at the time approval is sought in
18 accordance with Section 6.01 above. Tenant shall commence its work promptly following Landlord's
19 approval of Tenant's plans and specifications and shall diligently and continuously prosecute its work to
20 completion so as to open for business no later than the Commencement Date.
21

22 (b) Tenant agrees that Tenant's Work shall not be done in a manner which would create any
23 work stoppage, picketing, labor disruption or dispute or any interference with the business of Landlord or
24 any tenant or occupant of the Shopping Center (any such violation, stoppage, picketing or disruption
25 hereinafter referred to as a "Conflict"). Tenant shall immediately stop work or other activity if Landlord
26 notifies Tenant that continuing such work or activity would cause a Conflict. Tenant shall indemnify and
27 hold Landlord harmless from any loss, cost or liability suffered or incurred by Landlord as a result of
28 Tenant's violation of the provisions of this paragraph. Tenant's violation of the terms hereof shall
29 constitute a default hereunder and shall entitle Landlord to exercise any remedies that are available to
30 Landlord at law, in equity or hereunder, including, without limitation, obtaining an injunction.
31

32 (c) Tenant may not perform any major repairs, renovations, remodeling or alterations to the
33 Demised Premises without having first received Landlord's written consent thereto. Tenant shall, before
34 performing any major repairs, renovations, remodeling or alterations to the Demised Premises, submit
35 complete architectural and engineering plans and specifications of the Demised Premises, prepared by
36 architects and engineers previously approved in writing by Landlord, describing all of the major repairs,
37 renovations, remodeling or alterations which Tenant proposes. Upon approval by Landlord of Tenant's
38 final plans and specifications therefor, Tenant shall employ a contractor and sub-contractors, approved in
39 writing by Landlord, to perform the repairs, renovations, remodeling or alterations in accordance with the
40 said approved plans and specifications and in accordance with the other terms and provisions of the
41 Lease.
42

43 (d) Tenant shall promptly apply for, and thereafter diligently seek to obtain using its
44 commercially reasonable efforts, all permits and licenses necessary (i) for the performance of Tenant's
45 Work within seven (7) days after the later of (x) the date Landlord approves Tenant's plans and
46 specifications and (y) the Possession Date and (ii) those for the use and occupancy of the Demised
47 Premises for the Permitted Uses including, without limitation, a certificate of occupancy if necessary,
48 within seven (7) days after the Commencement Date (individually and collectively, the "Permits").
49

50 (e) Tenant may not (i) perform or allow to be performed any work that uses an open flame
51 or that generates sparks or heat sufficient to cause combustion including, without limitation, cutting,
52 welding and brazing nor (ii) shutdown any fire-protection systems within the Demised Premises
53 without having first received Landlord's prior written consent and approval thereto, which Landlord
54 may condition, delay or withhold in its sole discretion. If Tenant fails to comply with the foregoing,
55 without limiting any other rights and remedies Landlord may have at law or equity or under the Lease,
56 Landlord may enter the Demised Premises without notice and immediately take any and all actions
57 necessary to ensure that the Shopping Center is and remains at all times in compliance with all
58 governmental and insurance regulations and requirements.
59

60 **Section 6.03. Signs, Awnings and Canopies.**
61

62 (a) Tenant shall not place or suffer to be placed or maintain any sign, awning or canopy in,
63 upon or outside the Demised Premises or in the Shopping Center, nor shall Tenant place in the display
64 windows any sign, decoration, lettering or advertising matter of any kind, without first obtaining Landlord's
65 written approval and consent in each instance, which consent shall not be unreasonably withheld,
66 conditioned or delayed. Tenant shall be permitted to place its name and logo above the entrance of the
67 Demised Premises, at Tenant's sole cost and expense, subject to Landlord's prior written approval and
68 compliance with applicable code. Tenant shall maintain any such sign or other installation as may be
69 approved in good condition and repair. All signs, awnings and canopies shall comply with all laws and

1 regulations and with the provisions of "Exhibit D - Sign Specifications", attached hereto and made a part
2 hereof, shall be consistent with the general design of the Shopping Center, shall be in appropriate
3 proportion to the size of Tenant's store front and, except as specifically permitted by Landlord, shall not
4 protrude at an angle from the wall to which they are affixed.

5
6 (b) In the event Landlord, in its sole discretion, shall elect to renovate and/or remodel all or
7 part of the Shopping Center, in order to facilitate any such renovations and/or remodeling (including
8 Tenant's façade), Tenant, upon request by Landlord and at Landlord's sole cost and expense, shall
9 remove any and all of Tenant's signs and replace same with a new sign or signs, which shall comply with
10 all laws and regulations and subject to Landlord's prior approval, which shall not be unreasonably
11 withheld, conditioned or delayed ("Tenant Sign Work"). If Tenant shall fail or refuse to perform the
12 Tenant Sign Work as required above, Landlord shall have the right to perform the Tenant Sign Work on
13 Tenant's behalf.

14
15 (c) At the Expiration Date or earlier termination of the Lease, Tenant shall remove all of its
16 exterior signs from the storefront, fascia and/or canopy and shall repair all damage caused by the initial
17 installation and subsequent removal of such signage.

18 19 **Section 6.04. Laws, Waste or Nuisance.**

20
21 (a) From and after the date Landlord makes the Demised Premises available to Tenant,
22 Tenant shall, at its own cost and expense: (i) comply with all governmental laws, orders and regulations
23 affecting the Demised Premises now or hereafter in force including, without limitation, the Americans
24 With Disabilities Act; (ii) comply with and execute all rules, requirements, and regulations of the Board of
25 Fire Underwriters, Landlord's insurance companies and other organizations establishing insurance rates;
26 and (iii) not suffer, permit or commit any waste or nuisance. Tenant shall not perform any acts or carry
27 on any practices which may injure the building or be a nuisance or menace to other tenants or the public.

28
29 (b) Landlord shall maintain the Common Facilities of the Shopping Center in accordance
30 with good shopping center industry practice. Landlord agrees that it shall promptly remedy any
31 violations of applicable laws or ordinances with respect to the Common Facilities, including violations
32 of the Americans With Disabilities Act, at Landlord's sole cost and expense, upon receipt of a notice of
33 violation from the applicable governmental agency charged with enforcing the law or ordinance as the
34 case may be.

35 36 **Section 6.05. Mechanic's Lien.**

37
38 Tenant shall promptly pay all contractors and materialmen, so as to minimize the possibility of a lien
39 attaching to the Demised Premises and/or the Shopping Center, and should any such lien be made or
40 filed, Tenant shall bond against or discharge the same within ten (10) days after the filing thereof. Prior
41 to commencing any work at the Demised Premises, Tenant will provide Landlord with an
42 acknowledgment from all of Tenant's contractors and materialmen stating that: (i) they will look solely to
43 Tenant for all payments for their goods and services, (ii) Landlord has no obligation to them for any such
44 goods or services and (iii) they will not place any liens against any property of Landlord. Notwithstanding
45 the foregoing, in any case when more than Three Thousand and 00/100 Dollars (\$3,000.00) of work is to
46 be performed by or for Tenant, Tenant shall, unless Landlord consents otherwise in writing, file an
47 effective waiver of liens which will, under applicable law, preclude the possibility of an effective
48 mechanic's lien. In the event Tenant shall fail to bond or discharge a filed lien within the time provided for
49 herein, Landlord, at its option, in addition to all other rights and remedies provided herein, may bond or
50 pay the lien or claim without inquiring into the validity thereof. Tenant shall immediately, upon demand,
51 reimburse Landlord for the amount so paid and the expenses related thereto including an administrative
52 charge of fifteen percent (15%), plus legal interest thereon, as Additional Rent. Upon prior notice to
53 Tenant, Landlord or Landlord's representatives shall have the right to go upon and inspect the Demised
54 Premises at all reasonable times and shall have the right to post and keep posted thereon notices of non-
55 responsibility, or such other notices which Landlord may deem to be proper for the protection of
56 Landlord's interest in the Demised Premises. Tenant shall, before the commencement of any work which
57 might result in the filing of a mechanics' or materialmen's lien, give Landlord written notice of Tenant's
58 intention to do so in sufficient time to enable the posting of such notices.

59 60 **Section 6.06. Fire Hazards.**

61
62 In the event that Tenant engages in the preparation of food or baked goods or engages in the use, sale
63 or storing of inflammable or combustible material, Tenant shall install chemical extinguishing devices
64 (such as Ansul) approved by the fire insurance rating organization and shall keep these devices under
65 service as required by the fire insurance rating organization. Tenant shall also install a gas cut-off, if gas
66 is used in the Demised Premises. Nothing contained in the preceding sentences shall be construed in
67 any way to enlarge Tenant's rights in the Demised Premises beyond those given by Section 5.01 of the
68 Lease. If Tenant fails to install said devices, or to subscribe to the servicing of such devices, Landlord

1 shall have the right to enter the Demised Premises to make necessary installations and charge the cost
2 of such installations and maintenance to Tenant as Additional Rent.
3
4

5 **ARTICLE VII: MAINTENANCE OF BUILDING; ACCESS TO** 6 **DEMISED PREMISES**

7 8 **Section 7.01. Repairs.** 9

10 During the initial term of the Lease, Landlord shall be responsible, at its sole cost and expense for
11 repairing and maintaining the following components of the Demised Premises: the roof, all load bearing
12 and exterior walls, the floor slab, all shared utility lines whether located outside of or within the Demised
13 Premises, all systems not exclusively serving the Demised Premises including but not limited to shared
14 HAVC systems, electrical systems and plumbing systems; all exterior doors and windows used in
15 common with other tenants of the Shopping Center. From and after the Possession Date, Tenant shall,
16 subject to Section 22.14 Tenant's Repair Cap, at its own cost and expense, take good care of and make
17 necessary non-structural repairs to the interior of the Demised Premises, and the fixtures and equipment
18 therein and appurtenances thereto, including, but not limited to, the exterior and interior windows, doors
19 and entrances; any sprinkler heads or other parts of the sprinkler system altered by Tenant; store fronts;
20 signs; showcases; ceiling tiles; floor coverings; interior walls, columns and partitions; and electrical,
21 lighting, heating, plumbing, sewage facilities and air conditioning and ventilating equipment exclusively
22 serving the Demised Premises. Tenant hereby waives any rights it may have to make repairs or perform
23 maintenance as provided in any law, ordinance or regulation which may now exist or hereafter be
24 enacted or enforced, which confers upon Tenant the right to make any repairs to the Demised Premises
25 for the account of Landlord. Landlord shall be responsible for the cost of maintaining any service
26 contracts on heating and air conditioning equipment within or serving the Demised Premises in working
27 order during the Lease Term. If Tenant installs any electrical equipment that overloads the lines in the
28 Demised Premises or the Shopping Center, Tenant shall, at Landlord's option, be required to make
29 whatever changes to such lines as may be necessary to render the same in good order and repair and in
30 compliance with all insurance requirements and all legal requirements. If Landlord makes repairs by
31 reason of Tenant's negligent act, Landlord may deem the cost of such repairs Additional Rent, and such
32 cost shall be due and payable within ten (10) days after Landlord's demand therefor. In the event of the
33 failure of Tenant to make repairs or perform any act required by the Lease promptly as herein agreed,
34 Landlord, in addition to any other rights it may have under the Lease, may enter upon the Demised
35 Premises without notice and make such repairs or perform such acts at the expense of Tenant, the cost
36 thereof to be charged to Tenant as Additional Rent.
37

38 **Section 7.02. Access to Demised Premises.** 39

40 (a) Landlord shall have the right to place, maintain and repair all utility equipment of any kind
41 in, upon, around and under the Demised Premises as may be necessary for the service of the Demised
42 Premises and other portions of Landlord's property and Landlord (for itself and other tenants in the
43 Shopping Center) hereby reserves the right to install, maintain, use, repair and replace pipes, ducts,
44 conduits, wires, utilities and structural elements leading through, under and over the Demised Premises
45 in locations which will not unreasonably interfere with Tenant's use thereof so long as same are installed
46 below the finished floor, within or along a wall or column, or above or along the finished ceiling. Landlord
47 shall also have the right to enter the Demised Premises at all reasonable times upon twenty-four (24)
48 hours advance notice to Tenant, except in the case of an emergency where no notice is required, to
49 inspect or to exhibit the same to prospective purchasers, mortgagees, ground lessors and tenants, and to
50 make such repairs, additions, alterations or improvements as Landlord may deem desirable. Landlord
51 shall be allowed to take all material in, to and upon the Demised Premises that may be required in
52 connection with such repairs, additions, alterations or improvements without the same constituting an
53 eviction of Tenant in whole or in part and the Rents reserved herein shall in no way abate while said work
54 is in progress by reason of loss or interruption of Tenant's business or otherwise and Tenant shall have
55 no claim for damages. If Tenant shall not be personally present to permit an entry into the Demised
56 Premises when for any reason an entry therein shall be permissible, Landlord may enter the same
57 without rendering Landlord liable therefor and without in any manner affecting the obligations of Tenant
58 under the Lease. The provisions of this Section shall in no way be construed to impose upon Landlord
59 any obligation whatsoever for the maintenance or repair of the building or any part thereof except as
60 otherwise herein specifically provided. During the six (6) months prior to the expiration of the Lease or
61 any option term, Landlord may place upon the Demised Premises "for lease," "to let" or "for sale" signs,
62 or other similar signs, which Tenant shall permit to remain thereon. Landlord shall have the exclusive
63 right to use all or any part of the roof and exterior side walls of the Demised Premises for any purpose.
64 Notwithstanding the foregoing, in the exercise of Landlord's access rights set forth herein, Landlord shall
65 use its commercially reasonable efforts not to unreasonably interfere with Tenant's ability to operate for
66 the Permitted Use within the Demised Premises.
67

1 (b) If the Demised Premises contain means of access to the roof or basement, Landlord
2 shall have the right to enter the Demised Premises at all times to gain access to said roof or basement to
3 inspect same and to make such repairs, additions, alterations or improvements as Landlord may deem
4 desirable.
5
6

7 ARTICLE VIII: REAL ESTATE TAXES

8
9 **Section 8.01. Intentionally Deleted.**

10
11 **Section 8.02. Intentionally Deleted.**

12
13 **Section 8.03. Taxes on Rentals.**

14
15 In addition, Tenant shall pay any and all taxes assessed by the state or any municipality with jurisdiction
16 over the Demised Premises, whether now in place or hereafter levied or assessed, that are applicable to
17 rentals or any other payments or charges payable by Tenant to Landlord specified in the Lease. Said tax
18 payment shall be paid to Landlord with and when the applicable rental or charge is due. Said tax shall be
19 at the legally prevailing rate. Notwithstanding the foregoing, provided Tenant maintains a current Florida
20 Consumer's Certificate of Exemption (Form DR-14) (the "Certificate") and provides Landlord with a copy
21 of the Certificate within 60 days of the full execution of this Lease, Tenant shall not be required to pay
22 Florida sales tax on rentals. It shall be Tenant's responsibility throughout the Lease Term to provide
23 Landlord written confirmation that it remains a valid exempt entity by providing Landlord with copies of a
24 current Certificate within 60 days of Landlord's written request.
25
26
27

28 ARTICLE IX: COMMON AREAS AND FACILITIES

29
30 **Section 9.01. Control of the Shopping Center and the Common Facilities by Landlord.**

31
32 (a) All parking areas, sidewalks, access roads and facilities furnished, made available or
33 maintained by Landlord in or near the Shopping Center, including employee parking areas, truck ways,
34 driveways, loading docks and areas, delivery areas, multi-story parking facilities (if any), package pickup
35 stations, elevators, escalators, pedestrian sidewalks, malls, courts and ramps, landscaped areas, roofs,
36 retaining walls, stairways, bus stops, first-aid and comfort stations, lighting facilities, sanitary systems,
37 utility lines, water filtration and treatment facilities and the areas and improvements provided by Landlord
38 for the general use in common of tenants and others in the Shopping Center and their customers (all
39 herein called "Common Facilities") shall at all times be subject to the exclusive control and management
40 of Landlord. Landlord shall repair and maintain the Common Facilities without contribution from Tenant
41 given that this is a gross lease. Landlord further agrees that it shall be responsible for curing any
42 violations of applicable law with respect to the condition of the Common Facilities, including the Americans
43 with Disabilities Act, upon receipt of a notice of violation from the applicable governmental agency
44 charged with enforcing said law.
45

46 (b) The purpose of the site plan attached hereto as Exhibit A is to show the approximate
47 location of the Demised Premises and is not to be deemed to be a warranty, representation or agreement
48 on the part of Landlord that the Shopping Center will be exactly as depicted thereon or that tenants
49 depicted thereon (if any) are now in occupancy or will be in occupancy at any time during the Lease
50 Term. Landlord shall have the right from time to time to: change or modify, add to or subtract from,
51 include in or exclude from the Shopping Center and its gross leasable area any buildings, separately
52 assessed parcels, non-retail office space, separately maintained parcels, separately owned parcels and
53 premises over twelve thousand (12,000) square feet; change or modify and add to or subtract from the
54 sizes, locations, shapes and arrangements of parking areas, entrances, exits, parking aisle alignments
55 and other Common Facilities; restrict parking by Tenant's officers, agents and employees, to designated
56 areas; construct surface, sub-surface or elevated parking areas and facilities; construct, maintain and
57 operate lighting facilities on all said areas; police the same; establish and from time to time change the
58 level or grade of parking surfaces; enforce parking charges (by meters or otherwise), with appropriate
59 provisions for free parking ticket validating by tenants; close all or any portion of said areas or facilities to
60 such extent as may, in the opinion of Landlord's counsel, be legally sufficient to prevent a dedication
61 thereof or the accrual of any rights to any person or the public therein; add to or subtract from the
62 buildings in the Shopping Center; make alterations or additions to and to build additional stories on the
63 building in which the Demised Premises are contained and to build adjoining the same; to close
64 temporarily all or any portion of the parking areas or facilities to discourage non-customer parking; and do
65 and perform such other acts in and to said Common Facilities as Landlord in its sole discretion deems

1 interruption or impairment was in any way attributable to Tenant or Tenant's employees, contractors
2 or agents.
3
4
5

6 **ARTICLE XI: ASSIGNMENT; SUBLEASE**

7 8 **Section 11.01. Assignment or Subletting.** 9

10 (a) Notwithstanding any references to assignees, subtenants, concessionaires or other
11 similar entities in the Lease, Tenant shall not (i) assign or otherwise transfer, mortgage or encumber the
12 Lease or any of its rights hereunder, (ii) sublet the Demised Premises or any part thereof, or permit the
13 use of the Demised Premises or any part thereof by any persons other than Tenant or its agents or (iii)
14 permit the assignment or other transfer of the Lease, or any of Tenant's rights hereunder, by operation of
15 law or otherwise. Any such attempted or purported transfer, assignment, mortgaging or encumbering of
16 the Lease or any of Tenant's interest therein and any attempted or purported subletting or grant of a right
17 to use or occupy all or a portion of the Demised Premises in violation of the foregoing, whether voluntary
18 or involuntary, or by operation of law or otherwise, in addition to being a default under the Lease, shall be
19 null and void and shall not confer any rights upon any purported transferee, assignee, mortgagee or
20 occupant. Further, any violation under the preceding sentence shall, at Landlord's option, terminate the
21 Lease without relieving Tenant of any of its obligations hereunder for the balance of the stated Lease
22 Term. Subject to Section 11.01(i) below, nothing contained elsewhere in the Lease shall authorize
23 Tenant to enter into any franchise, concession, license, permit, subtenancy, departmental operation
24 arrangements or the like, except pursuant to the provisions of this Article XI.
25

26 (b) If Tenant is a corporation, then the sale, issuance or transfer of any voting capital stock of
27 Tenant or of any corporate entity which directly or indirectly controls Tenant (unless Tenant is a
28 corporation whose stock is traded on the New York Stock Exchange, the American Stock Exchange,
29 NASDAQ or any other nationally recognized exchange) which shall result in a change in the voting
30 control of Tenant or the corporate entity which controls Tenant shall be deemed to be a prohibited
31 assignment of the Lease within the meaning of this Article XI. If Tenant is a partnership, a limited liability
32 company or an unincorporated association, then the sale, issuance or transfer of a majority interest
33 therein, or the transfer of a majority interest in or a change in the voting control of any partnership, limited
34 liability company or unincorporated association or corporation which directly or indirectly controls Tenant,
35 or the transfer of any portion or all of any general partnership, managing partnership or managing
36 member interest, shall be deemed to be a prohibited assignment of the Lease within the meaning of this
37 Article XI.
38

39 (c) The consent by Landlord to any assignment, transfer or subletting to any party shall not
40 be construed as a waiver or release of Tenant under the terms of any covenant or obligation under the
41 Lease or as a waiver or release of the non-assignability covenants in their future application, nor shall the
42 collection or acceptance of Rent payments from any such assignee, transferee, subtenant or occupant
43 constitute a waiver or release of Tenant from any covenant or obligation contained in the Lease. If the
44 Lease is transferred or assigned, as aforesaid, or if the Demised Premises, or any part thereof, be sublet
45 or occupied by any person or entity other than Tenant, whether as a result of any act or omission by
46 Tenant, or by operation of law, or otherwise, then Landlord may in addition to, and not in lieu of, any other
47 rights and remedies under the Lease or pursuant to law to which Landlord may be entitled as a result
48 thereof, collect Rent payments from the transferee, assignee, subtenant or occupant and apply the net
49 amount collected to the Rent herein reserved, but no such transfer, assignment, subletting, occupancy or
50 collection shall be deemed a waiver of the covenants contained herein or the acceptance of the
51 transferee, assignee, subtenant or occupant as tenant under the Lease, or release Tenant from the
52 performance of the covenants required of it as set forth in the Lease.
53

54 (d) Without conferring any rights upon Tenant not otherwise provided in this Article XI, should
55 Tenant desire to enter into any assignment, sublease or transfer of the Lease or Tenant's rights
56 hereunder, Tenant shall request in writing Landlord's consent thereto at least ninety (90) days before the
57 proposed effective date thereof, providing the following: (i) the full particulars of the proposed
58 assignment, sublease or transfer, including its nature, effective date, terms and conditions and copies of
59 any offers, draft agreements, subleases, letters of commitment or intent, and other documents pertaining
60 to the proposed assignment, sublease or transfer; (ii) a description of the identity, net worth and previous
61 business experience of the proposed assignee, subtenant or transferee including, without limitation,
62 copies of the proposed assignee's, subtenant's or transferee's latest income, balance sheet and changes
63 in financial position statements (with accompanying notes and disclosures of all material changes
64 thereto) in audited form, if available, and certified as accurate by the proposed assignee, subtenant or
65 transferee; and (iii) any further information and documentation relevant to the proposed assignment,
66 sublease or transfer which Landlord shall request after receipt of Tenant's request for consent including,
67 without limitation, a written assumption agreement from the assignee or transferee. Excepting any

1 assignment or sublease in accordance with subsection (i) below, Tenant shall pay an administrative fee
2 equal to the greater of (i) five percent (5%) of the total consideration paid by the assignee or (ii) Five
3 Thousand Dollars (\$5,000.00) (the "Assignment Administrative Fee") and shall reimburse the Landlord
4 for all out-of-pocket expenses (including, without limitation, reasonable attorney's fees) incurred in
5 connection with processing any proposed assignment or sublease; the Assignment Administrative Fee
6 shall be payable by Tenant to Landlord together with Tenant's written request for Landlord's consent to
7 the assignment, transfer or sublease and shall be non-refundable, whether or not Landlord grants or
8 denies its consent. If such payment does not accompany Tenant's request, then Landlord shall have the
9 right to treat the request as null and void and improperly delivered.

10
11 (e) Intentionally deleted.

12
13 (f) Without conferring any rights upon Tenant not otherwise provided in this Article XI, in the
14 event of an assignment or transfer of Tenant's interest in the Lease, or a sublease of all or a portion of
15 the Demised Premises, excepting any assignment or sublease in accordance with subsection (i) below,
16 any monthly Rent or other payment accruing to Tenant as the result of any such assignment, transfer or
17 sublease, including any lump sum or periodic payments in any manner relating to such assignment,
18 transfer or sublease, which is in excess of the Rent then payable by Tenant hereunder (excluding,
19 however, amounts allocated in good faith to goodwill and/or going business value, but not excluding
20 amounts allocated to the leasehold, fixtures or other improvements or personalty) (the "Excess") shall be
21 paid by Tenant to Landlord as Additional Rent in lump sum or monthly, as the case may be, or if greater,
22 Five Thousand Dollars (\$5,000.00). Landlord may require a certificate from Tenant specifying the full
23 amount of any such payment of whatsoever nature evidencing the Excess. In lieu of the payment to
24 Landlord pursuant to the foregoing of the greater of the Excess or Five Thousand Dollars (\$5,000.00),
25 Landlord may elect by notice to the assignee, transferee or subtenant, at any time after the effective date
26 of the assignment, transfer or sublease, that the Minimum Annual Rent provided herein shall increase
27 fifteen percent (15%) over the amounts due for the remainder of the Lease Term.

28
29 (g) In the event the Lease is assigned or otherwise transferred in whole or in part, with or
30 without Landlord's consent or approval, Tenant shall at all times remain primarily liable for the full
31 performance of all of the terms, covenants and conditions contained in the Lease and for all obligations
32 accrued or accruing under the Lease. Tenant shall not be released by, or as a result of, any subsequent
33 assignment or transfer of the Lease and Tenant agrees that no amendment, modification, extension or
34 renewal of the Lease shall release the Tenant from its obligations under the Lease. Each assignee or
35 transferee, with or without Landlord's consent, shall be liable and obligated to perform all of the terms,
36 covenants and conditions contained in the Lease as if it were the original tenant under the Lease. In any
37 right of action which may accrue to Landlord, Landlord may, at its option, proceed against Tenant without
38 having commenced any action or obtained a judgment against any subsequent assignee or transferee.

39
40 (h) Landlord's consent to a proposed assignment shall not be unreasonably withheld,
41 provided that (i) Tenant gives Landlord at least ninety (90) days' prior written notice of the proposed
42 assignment; and (ii) the proposed assignee ("Assignee") has the economic ability to faithfully perform
43 all the terms and covenants contained in the Lease and is not in, or threatened with, bankruptcy or
44 any other insolvency proceeding. An assignment under this provision is further expressly conditioned
45 upon the Assignee (x) continuously operating the Demised Premises under the Trade Name, or such
46 other Trade Name approved in writing by Landlord, and only for the Permitted Use and (y) assuming
47 all of the obligations of Tenant hereunder including the cure of any Tenant defaults. Further, Tenant
48 agrees that in the event that the Lease is assigned, Tenant shall remain responsible for the
49 obligations under the Lease through the term of the Lease.

50
51 (i) Notwithstanding the foregoing, Tenant may, subject to Landlord's prior written consent,
52 such consent not to be unreasonably withheld, conditioned or delayed, allow subsidiaries of Tenant
53 (individually and collectively, "Partner Agency") to use portions of the Demised Premises for the
54 Permitted Use subject to the following conditions:

- 55
56 i. The Partner Agency must operate solely for the Permitted Use;
- 57 ii. The Partner Agency occupancy must be subject to the terms and conditions set forth in
58 this Lease;
- 59 iii. No additional signage advertising Partner Agency shall be permitted on the exterior of
60 the Demised Premises;
- 61 iv. No separate entrance shall be provided for Partner Agency's use; and
- 62 v. Tenant shall remain fully responsible for full performance of the terms and conditions
63 set forth in this Lease.
- 64
65
66

1
2
3 **ARTICLE XII: RELOCATION**

4 **Section 12.01. Relocation of the Demised Premises.**

5 In the event of a redevelopment of the Shopping Center, if Landlord determines that it is necessary or
6 desirable that Tenant vacate the Demised Premises or that the Demised Premises be altered, Landlord
7 may require that Tenant surrender possession of the Demised Premises provided Landlord, in its sole
8 and absolute discretion, either (i) amends the Lease to lease Tenant other comparable premises within
9 the Shopping Center ("New Premises") with substantially the same exposure as the Demised Premises
10 and on substantially the same terms and conditions as those contained in the Lease for the balance of
11 the remaining Lease Term (except that Landlord may make appropriate adjustments to Minimum Annual
12 Rent based upon the size of the New Premises); or (ii) terminates the Lease and pays Tenant an amount
13 equal to the then unamortized net out-of-pocket cost to Tenant of its improvements, calculated using a
14 straight-line amortization schedule and an amortization period equal to the Lease Term. Tenant shall
15 have the right to terminate if the New Premises are not acceptable to Tenant by delivery of written
16 notice to Landlord within thirty (30) days of receipt of Landlord's notice. The provisions set forth in (i)
17 and (ii) hereinabove shall be Tenant's sole and exclusive remedies. Notwithstanding the foregoing,
18 Landlord shall not be permitted to exercise its rights pursuant to this Section 12.01 after the first eighteen
19 (18) full months of the Lease Term.

20
21 If Landlord exercises its relocation right, Landlord shall pay all actual reasonable and verifiable costs
22 incurred by Tenant in effecting such relocation, including, without limitation, costs to build out the New
23 Premises to substantially the same configuration as the Demised Premises, licenses, permits, utility
24 deposits, stationery, cabling and moving expenses, including the cost to move and reinstall Tenant's
25 existing computer and telephone equipment, to the end that Tenant may move into the New Premises
26 without incurring additional costs on account thereof. Landlord agrees that all Rent shall be abated
27 during the period of relocation if Tenant is unable to open for business in either location. Tenant shall
28 not be required to discontinue its operations within the Demised Premises until Tenant is able to open
29 for business in the New Premises.
30
31
32

33 **ARTICLE XIII: PROMOTION FUND**

34 **Section 13.01. Intentionally Deleted**
35
36
37

38 **ARTICLE XIV: NOTICES**

39 **Section 14.01. Notices.**

40
41
42 (a) Any notice by Tenant to Landlord must be served by certified mail, return receipt
43 requested, postage prepaid, or by Federal Express or other nationally recognized overnight delivery
44 service, addressed to Landlord at the address set forth in Section 1.01, or to such other address as
45 Landlord may designate by written notice. If the holder of an outstanding mortgage on the Shopping
46 Center has given Tenant written notice of its interest in the Lease, then Tenant shall not have any
47 remedies against either Landlord or said holder of a mortgage unless and until said holder has received
48 written notice from Tenant of a default and a reasonable time to cure the default has passed.
49

50 (b) Any notice by Landlord to Tenant must be served by certified mail, return receipt
51 requested, postage prepaid, or by Federal Express or other nationally recognized overnight delivery
52 service, addressed to Tenant at the address set forth in Section 1.01, or at such other address as Tenant
53 shall designate by written notice.
54

55 (c) Any notice given in conformance with the above shall be deemed received on the earlier
56 of (i) three days after the date given to the delivery service or (ii) the date on which the noticed party
57 receives or refuses receipt of the notice.
58
59
60

61 **ARTICLE XV: INDEMNITY; PROPERTY AND LIABILITY**
62 **INSURANCE**
63

1 **Section 15.01. Indemnity.**

2
3 From and after the Possession Date, Tenant shall indemnify and defend Landlord and save it harmless
4 from and against any suits, actions, damages, claims, judgments, costs, liabilities and expenses in
5 connection with loss of life, bodily or personal injury or property damage arising from, or out of, any
6 occurrence in, upon, at or from the Demised Premises, or the occupancy or use by Tenant of the
7 Demised Premises, or any part thereof, or occasioned wholly, or in part, by any act or omission of
8 Tenant, its agents, contractors, employees, servants, invitees, licensees or concessionaires, (including
9 use of the sidewalks and Common Facilities within the Shopping Center) and from any claims brought by
10 agents, workmen, servants or employees of Tenant. Pursuant to Florida Statute 713.10, it is the intent of
11 the parties hereto that Landlord's interest in the Demised Premises shall not be subject to any liens filed
12 because of Tenant's failure to make payments in connection with any building or improvements installed
13 or constructed on the Demised Premises. This indemnity obligation shall not be limited by the provisions
14 of any Workers' Compensation Act or other similar statute. Tenant's indemnification obligations shall not
15 be limited by the provisions of any Workers' Compensation Act or similar statute.

16
17 **Section 15.02. Insurance.**

18
19 (a) (i) From and after the Possession Date, Tenant shall maintain, at its sole cost and
20 expense (i) "Special Form" insurance coverage (or its then equivalent successor) which shall include fire,
21 flood, earthquake and extended coverage insurance, in an amount adequate to cover one hundred
22 percent (100%) of the cost of replacement of all furniture, fixtures, non-structural components of the walls
23 and storefronts, equipment, inventory, decorations and improvements in the Demised Premises in the
24 event of a loss and (ii) all inclusive "Commercial General Liability" insurance (or its then equivalent
25 successor), in the broadest and most comprehensive forms generally available with "General Aggregate
26 Amount and Per Occurrence Limits" of liability as set forth in Section 1.01, or the equivalent. Landlord
27 shall be named as an additional insured on a primary basis under the policy providing the coverage
28 required in item (ii) above. Tenant shall also obtain all insurance coverages required to operate its
29 business at the Demised Premises including, without limitation, workers compensation coverage, if
30 required. If Tenant fails to procure the required insurance, Landlord may, but shall not be required to,
31 obtain same for Tenant and Tenant shall reimburse Landlord, within ten (10) days of demand, for the
32 cost thereof as Additional Rent. If Tenant provides the insurance required herein under a policy covering
33 multiple locations, Tenant's insurance covering the Demised Premises shall include a General Aggregate
34 Per Location Endorsement in the minimum required amount of coverage set forth herein.

35
36 (ii) All companies providing Tenant's insurance shall have and maintain a minimum
37 AM Best rating of A-X. Tenant may not self-insure any part of the required liability insurance coverages
38 nor may the total of Tenant's deductibles and self-insurance retentions exceed Twenty Thousand Dollars
39 (\$20,000) without having first received Landlord's written consent. If Tenant requests Landlord's consent
40 either to self-insure or to maintain deductibles greater than permitted above, such request must be
41 accompanied by certified statements of Tenant's tangible net worth (exclusive of goodwill) for the then
42 current period and for the Tenant's prior two (2) fiscal years. If such net worth is in excess of Two
43 Hundred and Fifty Million Dollars (\$250,000,000), then Landlord's consent shall not be unreasonably
44 withheld or delayed. Tenant may not self-insure any part of the required casualty insurance coverages
45 nor may the total of Tenant's deductibles and self-insurance retentions exceed Thirty Thousand Dollars
46 (\$30,000) without having first received Landlord's written consent. If Tenant requests Landlord's consent
47 either to self-insure or to maintain deductibles greater than permitted above, such request must be
48 accompanied by certified statements of Tenant's net worth (exclusive of goodwill) for the then current
49 period and for the Tenant's prior two (2) fiscal years. If such net worth is in excess of Fifty Million Dollars
50 (\$50,000,000), then Landlord's consent shall not be unreasonably withheld or delayed.

51
52 (iii) Flood and earthquake coverages shall be required only in those jurisdictions
53 where Landlord's insurance includes such flood and/or earthquake coverages and where Landlord's
54 insurance providers require such coverages to be included.

55
56 (b) Intentionally deleted.

57
58 (c) Intentionally deleted.

59
60 (d) Landlord makes no representation or warranty to Tenant that the amount of insurance to
61 be carried by Tenant under the terms of the Lease is adequate to fully protect Tenant's interest. If Tenant
62 believes that the amount of any such insurance is insufficient, Tenant is encouraged to obtain, at its sole
63 cost and expense, such additional insurance as Tenant may deem desirable or adequate. Tenant
64 acknowledges that Landlord shall not, by the fact of approving, disapproving, waiving, accepting, or
65 obtaining any insurance, incur any liability for or with respect to the amount of insurance carried, the form
66 or legal sufficiency of such insurance, the solvency of any insurance companies or the payment or
67 defense of any lawsuit in connection with such insurance coverage, and Tenant hereby expressly
68 assumes full responsibility therefor and all liability, if any, with respect thereto.

1 (e) Prior to the Possession Date, at least ten (10) days prior to the cancellation or
2 termination of Tenant's insurance policies and within ten (10) days after Landlord's written request
3 therefor, Tenant shall provide Landlord with certificates of insurance evidencing that Tenant has
4 insurance coverages at least equal to the coverages required herein, that Tenant's insurance is in full
5 force and effect and that Landlord is named as an additional insured under Tenant's liability insurance
6 policies.
7

8 **Section 15.03. Additional Insurance.**

9
10 Tenant agrees to insure and keep insured at Tenant's expense, all outside plate glass in the Demised
11 Premises in the amount of Ten Thousand Dollars (\$10,000.00), for which Tenant may self-insure.
12

13 **Section 15.04. Increase in Insurance Premiums.**

14
15 Tenant shall not stock, use or sell any article, or do anything in or about the Demised Premises, which
16 may be prohibited by Landlord's insurance policies or any endorsements or forms attached thereto, or
17 which will increase any insurance rates and premiums on the Demised Premises, the building of which it
18 is a part and/or any other buildings in the Shopping Center. Tenant shall pay on demand any increase in
19 premiums for Landlord's insurance, or that of any other tenant in the Shopping Center, resulting from
20 Tenant's use, occupancy or vacancy of the Demised Premises or the Shopping Center, whether or not
21 Landlord has consented to the same. In determining whether increased premiums are the result of
22 Tenant's use, occupancy or vacancy of the Demised Premises, a schedule issued by the organization
23 making the fire insurance, extended coverage, vandalism and malicious mischief, special extended
24 coverage or any all-risk insurance rates for said Demised Premises or any rule books issued by the rating
25 organization or similar bodies or by rating procedures or rules of Landlord's insurance companies shall be
26 conclusive evidence of the several items and charges which make up the insurance rates and premiums
27 on the Demised Premises and the Shopping Center. If, due to Tenant's occupancy (or failure to occupy)
28 or abandonment of the Demised Premises, any insurance shall be cancelled by the insurance carrier, or
29 if the premium for any such insurance shall be increased, then, in any of such events, Tenant shall
30 indemnify and hold Landlord harmless and shall pay on demand the increased cost of such insurance.
31 Tenant also shall pay in any of such events any increased premium on the rent insurance that may be
32 carried by Landlord.
33

34 **Section 15.05. Waiver of Subrogation.**

35
36 Landlord and Tenant hereby waive all rights to claims for damages as against the other and the other's
37 insurance companies, and Landlord's and Tenant's insurance policies shall contain provisions requiring
38 that the respective insurance companies waive all rights of subrogation as against Landlord and Tenant
39 and as against the other's insurance companies, which either party has, or which may arise hereafter, for:
40 damage to the Demised Premises or the Shopping Center; damage to real or personal property located
41 in the Shopping Center; loss of business; any loss for which either party may be reimbursed as a result of
42 insurance coverage affecting any loss suffered by it; or any other loss caused by perils typically covered
43 by fire and extended coverage, building contents, store contents and business interruption insurance
44 coverages.
45

46 **Section 15.06. Insured's Release.**

47
48 Landlord and Tenant mutually agree that with respect to any loss which is covered by insurance then
49 being carried by them respectively, or required to be carried, the one carrying or required to carry such
50 insurance and suffering said loss hereby releases the other of and from any and all claims with respect to
51 such loss to the extent of such insurance carried or required to be carried.
52

53 **Section 15.07. Notice to Landlord.**

54
55 Tenant shall give prompt notice to Landlord in case of fire or accidents in the Demised Premises, or in
56 the building of which the Demised Premises is a part, or of any defects therein or in any fixtures or
57 equipment. Tenant, within twenty-four (24) hours of any fire or accident, shall give written notice to
58 Landlord of any damage claimed. Tenant shall not be entitled to any abatement or diminution of
59 Minimum Annual Rent pursuant to Section 17.01 hereof for any period during which it prevents Landlord
60 from repairing that portion of the damages, if any, which it is Landlord's obligation to repair, nor for any
61 period beyond the aforementioned twenty-four (24) hours during which it has failed to notify Landlord.
62
63

64 **ARTICLE XVI: LIABILITY OF LANDLORD**

65
66 **Section 16.01. Waiver of Liability.**
67

1 NOTWITHSTANDING ANYTHING CONTAINED IN THE LEASE TO THE CONTRARY,
2 TENANT AGREES THAT IT SHALL LOOK SOLELY TO THE ESTATE AND PROPERTY OF
3 LANDLORD IN THE LAND AND BUILDING OF WHICH THE DEMISED PREMISES IS A
4 PART, SUBJECT TO PRIOR RIGHTS OF ANY MORTGAGEE OR TRUSTEE OF THE
5 DEMISED PREMISES, FOR THE COLLECTION OF ANY JUDGMENT (OR OTHER
6 JUDICIAL PROCESS) REQUIRING THE PAYMENT OF MONEY BY LANDLORD IN THE
7 EVENT OF ANY DEFAULT OR BREACH BY LANDLORD WITH RESPECT TO ANY OF THE
8 TERMS, COVENANTS AND CONDITIONS OF THE LEASE TO BE OBSERVED AND/OR
9 PERFORMED BY LANDLORD AND NO OTHER ASSETS OF LANDLORD SHALL BE
10 SUBJECT TO LEVY, EXECUTION OR OTHER PROCEDURES FOR THE SATISFACTION
11 OF TENANT'S REMEDIES. IN THE EVENT LANDLORD TRANSFERS THE LEASE,
12 EXCEPT AS COLLATERAL SECURITY FOR A LOAN, UPON SUCH TRANSFER
13 LANDLORD WILL BE RELEASED FROM ALL LIABILITY AND OBLIGATIONS
14 HEREUNDER, PROVIDED THAT THE TRANSFEREE ASSUMES THE OBLIGATIONS OF
15 THE LEASE. IF THE LEASE IS EXECUTED ON LANDLORD'S BEHALF BY A MANAGER,
16 A MANAGING MEMBER OR A MANAGING AGENT, SUCH PARTY'S EXECUTION HEREOF
17 IS FOR THE SOLE PURPOSE OF EVIDENCING LANDLORD'S AGREEMENT TO BE
18 BOUND BY AND TO ALL OF THE TERMS, COVENANTS AND CONDITIONS CONTAINED
19 HEREIN. NO SUCH MANAGER, MANAGING MEMBER OR MANAGING AGENT SHALL BE
20 LIABLE OR OBLIGATED TO TENANT UNDER THE LEASE.

21
22 **Section 16.02. Tenant's Risk of Loss.**

23
24 Tenant shall store its property in and shall occupy the Demised Premises and all other portions of the
25 Shopping Center at its own risk and releases Landlord, to the full extent permitted by law, from all claims
26 of every kind resulting from loss of life, personal or bodily injury or property damage. Landlord shall not
27 be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or
28 damage to either the person or property of Tenant or to Tenant's merchandise, equipment, fixtures or
29 other personal property or to Tenant's business, arising from any cause. Notwithstanding anything
30 contained in the Lease to the contrary, if Landlord is found liable or obligated to Tenant under the
31 Lease, then Landlord shall be liable to Tenant only for actual, proven damages; in no event shall
32 Landlord be liable to Tenant for lost sales or profits or any indirect or consequential damages.

33
34 **Section 16.03. No Partnership.**

35
36 Landlord neither is nor shall, in any way or for any purpose, become a partner of Tenant in the conduct of
37 its business or otherwise, or joint venturer or a member of a joint enterprise with Tenant.

38
39 **Section 16.04. Consent Clause.**

40
41 In the event that pursuant to the terms of the Lease, prior consent of either party is required, the
42 parties agree that said consent will not be unreasonably withheld, conditioned or delayed; however,
43 the parties agree that Landlord may reasonably consider all commercially reasonable aspects when
44 considering a request for consent from the Tenant, including without limitation, potential impact upon
45 the Shopping Center, upon other tenants, upon Landlord's income stream, upon parking availability
46 and traffic patterns, and upon any and all other relevant factors. In no event shall Landlord be required
47 to grant its consent in the event that Tenant is in default under the Lease. If in the Lease it is provided
48 that Landlord's consent or approval as to any matter will not be unreasonably withheld, conditioned or
49 delayed, and it is established by a Court or other body having final jurisdiction that Landlord has been
50 unreasonable, the sole effect of such finding shall be that Landlord shall be deemed to have consented to
51 or approved the matter for which its consent or approval was requested. Landlord shall not be liable to
52 Tenant in any respect for money or money damages by reason of withholding or delaying its consent or
53 approval.

54
55 **Section 16.05. Successors.**

56
57 All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and
58 bind the respective heirs; executors, administrators, successors and assigns of the said parties. Each
59 provision to be performed by Tenant shall be construed to be both a covenant and a condition and, if
60 there shall be more than one Tenant, they shall all be bound jointly and severally by these provisions. No
61 rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment to such
62 assignee has been approved by Landlord in writing as provided in Article XI hereof. Notwithstanding the
63 foregoing, in the event Landlord or any successor owner shall convey or otherwise dispose of the
64 Demised Premises, all liabilities and obligations on the part of Landlord or successor owner under the
65 Lease arising or accruing after such conveyance shall cease and terminate and thereupon all such
66 liabilities and obligations shall be binding upon the new owner. No mortgagee or trustee, or assignee
67 thereof, who succeeds to the interest of Landlord as a result of foreclosure or as a result of a deed-in-lieu

1 of foreclosure transfer shall be liable or obligated to Tenant, or anyone claiming by or through Tenant, or
2 bound by (i) any payment of any installment of Rent made more than thirty (30) days before the due date
3 of such installment, (ii) any claim arising from an act or omission of or default by Landlord under the
4 Lease or (iii) any credits, claims, setoffs or defenses against the Rent due and payable hereunder.
5

6 **Section 16.06. Landlord Affiliates and Related Entities.**
7

8 Notwithstanding any reference in this agreement to an affiliate or related entity of Landlord or other
9 similar term, during such time as Brixmor Property Group Inc. is the owner of the direct or indirect
10 ownership interest of Landlord, all references to an affiliate or related entity of Landlord or other
11 similar term shall only mean a company in which Brixmor Property Group Inc. owns an interest.
12
13

14 **ARTICLE XVII: DAMAGE CLAUSE**
15

16 **Section 17.01. Destruction.**
17

18 If the Demised Premises shall be partially damaged by any casualty covered under Landlord's insurance
19 policy, Landlord shall, upon receipt of the insurance proceeds, repair the same to the condition set forth
20 in Exhibit B and the Minimum Annual Rent shall be abated proportionately as to that portion of the
21 Demised Premises rendered untenable. Landlord shall not be required to expend more than the
22 proceeds of its insurance in repairing the Demised Premises. If (a) the Demised Premises (i) by reason
23 of such occurrence is rendered wholly untenable, (ii) should be damaged as a result of a risk which is
24 not covered by Landlord's insurance or (iii) should be damaged in whole or in part during the last three
25 (3) years of the Lease Term or of any renewal term hereof, or (b) the building of which the Demised
26 Premises is a part (whether or not the Demised Premises is damaged), or all of the buildings which then
27 comprise the Shopping Center should be damaged to the extent of twenty-five percent (25%) or more of
28 the then monetary value thereof or (c) if any or all of the buildings or Common Facilities are damaged,
29 whether or not the Demised Premises are damaged, to such an extent that the Shopping Center cannot,
30 in the sole judgment of Landlord, be operated as an integral unit, then, in any of such events described in
31 (a) through (c) above, Landlord may either elect to repair the damage to the condition set forth in Exhibit
32 B (other than damage to Tenant's fixtures, furniture, equipment, other personal property and any other
33 portions of the Demised Premises or any property located therein for which Tenant is required to or does
34 insure or as to which Tenant shall be responsible to repair or restore as provided below) or may cancel
35 the Lease by notice of cancellation given within one hundred eighty (180) days after such event and
36 thereupon the Lease shall expire, and Tenant shall vacate and surrender the Demised Premises to
37 Landlord. Tenant's liability for Rent upon the termination of the Lease shall cease as of the later of (y) the
38 day following the event or damages or (z) the date upon which Tenant ceased to do business at the
39 Demised Premises. In the event Landlord elects to repair the damage insured under Landlord's policies,
40 any abatement of Rent shall end upon the date that Landlord completes Landlord's obligations to restore
41 the Demised Premises. If the damage is caused by the negligence of Tenant or its employees, agents,
42 invitees, concessionaires, or contractors, there shall be no abatement of Rent. Unless the Lease is
43 terminated by Landlord, Tenant shall repair and refixture the interior of the Demised Premises (which for
44 purposes hereof shall include Tenant's obligation to repair or replace the items set forth in Section 15.03
45 whether or not such items are part of the interior of the Demised Premises) in a manner and to at least a
46 condition equal to that existing prior to its destruction or casualty and the proceeds of all insurance
47 carried by Tenant on its property and improvements shall be held in trust by Tenant for the purpose of
48 said repair and replacement.
49

50 In the event that Landlord fails to restore the Demised Premises to the condition existing immediately
51 prior to the casualty within two hundred seventy (270) days from the date of such casualty, then
52 Tenant may terminate this Lease by giving Landlord notice thereof within thirty (30) days after the
53 expiration of such two hundred seventy (270) day period; in the event that Tenant gives such notice,
54 this Lease shall terminate on the thirtieth (30th) day after the receipt of such notice, unless Landlord
55 sends written notice to Tenant informing Tenant that the Demised Premises will be restored prior to
56 the expiration of such thirty (30) day period (following receipt of Tenant's notice of termination) in
57 which case Tenant's termination shall be deemed null and void and the Lease shall remain in full
58 force and effect.
59

60 Notwithstanding anything to the contrary contained herein, if the Demised Premises are destroyed or
61 substantially damaged during the last two (2) years of the Lease Term (or any Option Term), then
62 either party may terminate this Lease by giving written notice to the other within ninety (90) days after
63 the date of such casualty; and upon the date specified in the notice, which shall not be less than forty-
64 five (45) days nor more than sixty (60) days after the date of such damage or destruction, the Lease
65 shall terminate and Tenant shall vacate and surrender the Demised Premises to Landlord. For
66 purposes this Article XVII, the Demised Premises shall be deemed to be "substantially damaged" if
67 the cost to repair same shall equal or exceed an amount equal to 30% of its replacement cost.

1

2 **ARTICLE XVIII: CONDEMNATION**

3

4 **Section 18.01. Condemnation.**

5

6 (a) If the whole of the Demised Premises shall be acquired or condemned by eminent
7 domain for any public or quasi-public use or purpose, then the Lease Term shall cease and terminate as
8 of the date of title vesting in the condemnor in such proceeding and all Rent shall be paid up to that date
9 and Tenant shall have no claim against Landlord for the value of any unexpired Lease Term.

10

11 (b) If any part of the Demised Premises or of the Shopping Center shall be acquired or
12 condemned by eminent domain for any public or quasi-public use or purpose, and in the event that such
13 partial taking or condemnation shall render the Demised Premises and/or the Shopping Center
14 unsuitable for the business of Tenant as determined by Landlord, then the Lease Term shall cease and
15 terminate as of the date of title vesting in the condemnor in such proceeding, and Tenant shall have no
16 claim against Landlord for the value of any unexpired Lease Term. In the event of a partial taking or
17 condemnation which is not extensive enough to render the Demised Premises unsuitable for the
18 business of Tenant, then Landlord shall promptly restore the Demised Premises to the condition set forth
19 in Exhibit B less the portion lost in the taking, and the Lease shall continue in full force and effect.
20 Landlord shall not be required to expend in such restoration more than the proceeds of the award which
21 is reserved for such purpose. The Minimum Annual Rent shall be reduced in the proportion that the area
22 of the Demised Premises taken bears to the entire area contained in the Demised Premises.

23

24 (c) In the event of any condemnation or taking as hereinbefore provided, whether whole or
25 partial, Tenant shall not be entitled to any part of the award, as damages or otherwise, for such
26 condemnation and Landlord is to receive the full amount of such award. Tenant hereby expressly waives
27 any right or claim to any part thereof and assigns to Landlord any share of such an award as may be
28 granted to it.

29

30 (d) Although all damages in the event of any condemnation are to belong to Landlord
31 whether such damages are awarded as compensation for diminution in value of the leasehold or to the
32 fee of the Demised Premises, and although Tenant hereby expressly waives all claims against Landlord,
33 Tenant shall have the right to claim and recover from the condemning authority, not from Landlord, such
34 compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account
35 of any and all damages to Tenant's business by reason of the condemnation and for or on account of any
36 cost or loss to which Tenant might be put in removing Tenant's merchandise, furniture, fixtures, leasehold
37 improvements and equipment.

38

39

40 **ARTICLE XIX: SECURITY DEPOSIT**

41

42 **Section 19.01. Security Deposit.**

43

44 (a) Tenant herewith deposits with Landlord the security deposit set forth in Section 1.01
45 (hereinafter referred to as "Security"), as security for the full and faithful performance by Tenant of every
46 provision of the Lease and all obligations of Tenant under the Lease. In the event that Tenant is in
47 default hereunder, Landlord may use, apply or retain the whole or any part of the Security for the
48 payment of (i) any Rent or any other sum of money which Tenant may not have paid or which may
49 become due after the occurrence of a default, (ii) any sum expended by Landlord on Tenant's behalf in
50 accordance with the provisions of the Lease, (iii) any sum which Landlord may expend or be required to
51 expend by reason of Tenant's default, including any costs, damages or deficiency in the reletting of the
52 Demised Premises as hereinafter provided. The use, application or retention of the Security or any
53 portion thereof by Landlord shall not prevent Landlord from exercising any other right or remedy provided
54 for hereunder or at law and shall not operate as a limitation on any recovery to which Landlord may
55 otherwise be entitled. Should the Security, or any part thereof, be appropriated and applied by Landlord
56 pursuant to the terms hereof, Tenant shall, within seven (7) days of the sending by Landlord of a written
57 demand, remit to Landlord as Additional Rent an amount sufficient to restore the Security to its original
58 balance, and Tenant's failure so to remit shall be an immediate monetary default without additional notice
59 required.

60

61 (b) In the event that Tenant shall fully and faithfully comply with all of the provisions of the
62 Lease, the Security, or any balance thereof, shall be returned to Tenant after the later of (i) the Expiration
63 Date or (ii) the date upon which Tenant has vacated the Demised Premises.

64

1 (c) In the event of a transfer of Landlord's interest in the Demised Premises, Landlord shall
2 have the right to transfer the Security to the transferee thereof. In such event, Landlord shall be deemed
3 released by Tenant from all liability for the return of such Security, and Tenant agrees to look solely to
4 such transferee for the return of said Security. In the event that a mortgagee, trustee or the like succeeds
5 to the interest of Landlord either by foreclosure or deed-in-lieu of foreclosure, Tenant agrees to look to
6 Landlord for its Security Deposit and not to the mortgagee or trustee succeeding to Landlord's interest
7 herein.
8

9 (d) Tenant shall have no legal power to assign or encumber the Security, and the return of
10 the Security to the original Tenant shall completely relieve Landlord of liability with regard thereto. No
11 action of Landlord in enforcing any default shall be deemed such a termination of the Lease so as to
12 entitle Tenant to recover said Security. No mortgagee, trustee or master landlord shall be liable for the
13 return of Security.
14
15
16

17 **ARTICLE XX: PRIORITY OF LEASE**

18 **Section 20.01. Subordination, Attornment, Power of Attorney.**

19
20
21 Tenant has been informed and understands that Landlord is now, or may be in the future, a tenant under
22 a lease of the land and/or entire building of which the Demised Premises forms a part. The Lease is and
23 shall be, at Landlord's option, subject and subordinate to all ground or underlying leases and to all
24 mortgages, deeds of trust or liens resulting from any other method of financing or refinancing which now
25 or hereafter affects such leases or the real property of which the Demised Premises forms a part and to
26 all renewals, modifications, consolidations, replacements and extensions thereof. This Section shall be
27 self-operative and no further instrument of subordination shall be necessary. In confirmation of such
28 subordination, Tenant shall execute promptly any certificate that Landlord may request. In the event that
29 any ground or underlying lease is terminated, or any mortgage or deed of trust is foreclosed or title
30 transferred as a result of a deed-in-lieu of foreclosure, the Lease shall not terminate or be terminable by
31 Tenant unless Tenant is specifically named in any termination or foreclosure judgment or final order, and
32 Tenant shall attorn to any such successor lessor and recognize such lessor as Landlord under the
33 Lease. In the event of a sale or assignment of Landlord's interest in the building of which the Demised
34 Premises forms a part, Tenant shall attorn to the purchaser and recognize such purchaser as Landlord
35 under the Lease. In the event that any ground or underlying lease is terminated as aforesaid or any
36 mortgage foreclosed or the property transferred by deed-in-lieu of foreclosure, Tenant agrees, at
37 Landlord's, master landlord's, trustee's or mortgagee's option, to enter into a new lease covering the
38 Demised Premises for the remaining Lease Term and otherwise on the same terms, conditions and
39 rentals as herein contained. Notwithstanding anything contained in the Lease to the contrary, if the
40 holder of any mortgage or deed of trust elects to have the Lease superior to its mortgage or deed of trust,
41 then, upon Tenant being notified to that effect by such encumbrance holder, the Lease shall be deemed
42 prior to the lien of said mortgage or deed of trust, whether the Lease is executed prior to or subsequent to
43 the date of said mortgage or deed of trust.
44

45 **Section 20.02. Estoppel.**

46
47 Tenant shall, within ten (10) days after request by Landlord, execute and deliver to Landlord a written
48 declaration in form satisfactory to Landlord and substantially similar to Exhibit E, attached hereto: (a)
49 ratifying the Lease; (b) expressing the Commencement Date and Expiration Date hereof; and (c)
50 certifying (i) that the Lease is in full force and effect and has not been assigned, modified, supplemented
51 or amended (except by such writings as shall be stated), (ii) that all conditions under the Lease to be
52 performed by Landlord have been satisfied; (iii) that there are no defenses or offsets against the
53 enforcement of the Lease by Landlord, or stating those claimed by Tenant; (iv) the amount of advance
54 rental, if any, (or none if such is the case) paid by Tenant; (v) the date to which rental has been paid; and
55 (vi) the amount of security deposited with Landlord. Such declarations shall be executed and delivered
56 by Tenant, from time to time, as may be requested by Landlord. Landlord's mortgage lenders and/or
57 purchasers shall be entitled to rely upon the same.
58

59 **Section 20.03. Recording.**

60
61 Tenant agrees, upon request of Landlord, to execute for recording a short form memorandum of the
62 Lease. Notwithstanding the foregoing, Tenant shall not record the Lease, or a memorandum thereof,
63 without the prior written consent of Landlord. Any recording of the Lease shall be at the sole cost and
64 expense of the party requesting recordation.
65
66

ARTICLE XXI: LANDLORD'S REMEDIES

Section 21.01. Default.

Any one of the following shall be deemed to be an "Event of Default":

(a) Failure on the part of Tenant to make payment of Rent or any other monetary amount due under the Lease within five (5) days after its due date.

However, if: (i) Landlord shall have sent to Tenant a notice of such default, even though the same shall have been cured and the Lease not terminated; and (ii) more than twice during the twelve (12) month period following the sending of said notice of default by Landlord to Tenant, Tenant thereafter shall default in the timely payment of any Rent or monetary payment, the same shall be deemed to be an Event of Default upon Landlord giving Tenant written notice thereof, without the five (5) day grace period set forth above.

(b) With respect to a non-monetary violation of the Lease, failure of Tenant to cure the same within the minimum time period within which Tenant is required by the terms of the Lease to cure the violation after Landlord has sent to Tenant notice of such violation (or if not such time period is specified, within twenty (20) days after Landlord has sent Tenant notice of such violation). Tenant shall be obligated to commence forthwith, to prosecute diligently and continuously, and to complete as soon as possible the curing of such violation; and if Tenant fails so to do, the same shall be deemed to be an Event of Default.

However, if: (i) Landlord shall have sent to Tenant a notice of such default, even though the same shall have been cured and the Lease not terminated; and (more than twice) during the twelve (12) month period following the sending of said notice of default by Landlord to Tenant, Tenant thereafter shall default in any non-monetary matter, the same shall be deemed to be an Event of Default upon Landlord giving Tenant written notice thereof and Tenant shall have no grace period within which to cure the same.

(c) The commencement of any of the following proceedings, with such proceeding not being dismissed within sixty (60) days after it has begun: (i) the estate hereby created being taken on execution or by other process of law; (ii) Tenant, or any surety or guarantor of Tenant, being judicially declared bankrupt or insolvent according to law; (iii) an assignment being made of the property of Tenant, or any surety or guarantor of Tenant, for the benefit of creditors; (iv) a receiver, guardian, conservator, trustee in involuntary bankruptcy or other similar officer being appointed to take charge of all or any substantial part of Tenant's property, or that of the Tenant's surety or guarantor, by a court of competent jurisdiction; or (v) a petition being filed for the reorganization of Tenant, or any surety or guarantor of Tenant, under any provisions of the Bankruptcy Code or any federal or state law now or hereafter enacted.

(d) Tenant, or any surety or guarantor of Tenant, filing a petition for reorganization or for rearrangement under or otherwise availing itself of any provisions of, the Bankruptcy Code or any federal or state law now or hereafter enacted providing a plan or other means for a debtor to settle, satisfy or extend the time for the payment of debts (a "Bankruptcy Filing"). In the event that Tenant, or any surety or guarantor of Tenant, makes a Bankruptcy Filing, the then present Lease Term shall cease as of the day prior to the Bankruptcy filing and a new term ("Bankruptcy Term") shall commence as of the date of the Bankruptcy filing and all Rent and other charges due and payable under the Lease for the month in which the date of the Bankruptcy Filing occurs, whether or not actually paid by the Tenant, shall be prorated on a daily basis. The per diem amounts attributable to the period from the first day of the month in which the date of the Bankruptcy Filing occurs through the day immediately preceding the date of the Bankruptcy Filing shall be deemed pre-petition and the per diem amounts attributable to the period from the date of the Bankruptcy Filing through to the end of the month in which the date of the Bankruptcy Filing occurs shall be deemed due as of the commencement date of the Bankruptcy Term which, if not already paid, shall be and become immediately due and payable by Tenant to Landlord. All of the terms and conditions of the Lease other than the determination of Rent and other charges due and payable in the month in which the Bankruptcy Filing occurs as a result of the Bankruptcy Term, including but not limited to the expiration date of the Lease, the timing of options, Rent increases and the like, shall remain as set forth in the Lease without regard to this paragraph and without regard to the Bankruptcy Term.

(e) Excepting only those days on which Tenant is prevented from remaining open by virtue of strike, fire, unavoidable casualty or up to twelve (12) holidays per year or other event beyond the control of Tenant (financial inability shall never be deemed to be an event beyond Tenant's control) and Tenant agrees to use commercially reasonable efforts to promptly advise Landlord of any such event and closing and further agrees to reopen as soon thereafter as possible, if Tenant shall close for business for more than ten (10) consecutive days during any Lease Year, or for more than thirty (30) days in the aggregate during the Lease Term, when required by the Lease to be open or if Tenant shall abandon or vacate the Demised Premises.

1
2 (f) Excepting only those periods when Tenant is prevented from performing by virtue of
3 strike, fire, unavoidable casualty or other event beyond the control of Tenant, (financial inability shall
4 never be deemed to be an event beyond Tenant's control) and Tenant agrees promptly to advise
5 Landlord of any such event and closing and further agrees to reopen as soon thereafter as possible, the
6 failure of Tenant (i) to take possession of the Demised Premises on the Possession Date, (ii) to proceed
7 diligently and continuously with Tenant's Work, (iii) to complete the equipping of the Demised Premises,
8 or (iv) to have opened for business on the Commencement Date shall be considered for the purposes
9 hereof to be an abandonment of the Demised Premises by the Tenant and an Event of Default.

10
11 **Section 21.02. Landlord's Remedies.**

12
13 If an Event of Default occurs, in addition to any right Landlord may have at law or in equity including,
14 without limitation, the right to seek injunctive relief or specific performance against the Tenant, Landlord
15 may:

16
17 (a) Elect to re-enter or take possession of the Demised Premises pursuant to legal
18 proceedings or any notice provided for herein and may either terminate the Lease or, without terminating
19 the Lease, (i) remove all persons and property from the Demised Premises without being deemed guilty
20 of trespass or becoming liable for any loss or damage which may be occasioned thereby and (ii) make
21 such alterations and repairs as may be necessary in order to relet the Demised Premises for a term,
22 rental rate and conditions as Landlord, in its sole discretion, may deem advisable. Upon reletting, rentals
23 received by Landlord from such reletting shall be applied first to the payment of any indebtedness other
24 than Minimum Annual Rent due hereunder from Tenant; second to the payment of any costs and
25 expenses of such reletting, including brokerage fees, reasonable attorneys' fees and costs of alterations
26 and repairs; third to the payment of the most current Minimum Annual Rent owed at that time; and the
27 residual, if any, shall be held by Landlord and applied in payment of future Minimum Annual Rent as the
28 same may become due and payable hereunder from Tenant. If such rentals received from such reletting
29 are less than that to be paid by Tenant, Tenant shall be liable for the deficiency to Landlord. Any such
30 deficiency shall be calculated and due monthly. No such re-entry or taking possession of the Demised
31 Premises by Landlord shall be construed as an election on its part to terminate the Lease or to accept a
32 surrender thereof.

33
34 (b) Whether or not Landlord elects to re-enter or take possession of the Demised Premises in
35 accordance with subsection (a) above, Landlord may, at any time after the occurrence of an Event of
36 Default, elect to terminate the Lease. Should Landlord elect to terminate the Lease then, in addition to
37 any other remedies Landlord may have available to it, Landlord may recover from Tenant all damages
38 incurred by reason of such breach, including the cost of recovering the Demised Premises and the worth
39 at the time of such termination of the excess, if any, of the amount of Minimum Annual Rent, Additional
40 Rent and all other charges reserved in the Lease, payable over the remainder of the stated Lease Term,
41 over the then-reasonable rental value of the Demised Premises, all of which amounts shall be
42 immediately due and payable from Tenant to Landlord as if by terms of the Lease it were payable in
43 advance. Landlord may immediately proceed to distrain, collect, or bring action for the worth of the whole
44 Rent, as aforesaid, or any part thereof as aforesaid, as Rent being in arrears, or may enter judgment
45 therefor in an amicable action in case of Rent in arrears, or may file a proof of claim in any bankruptcy or
46 insolvency proceedings for such Rent, or Landlord may institute any other proceedings, whether similar
47 to the foregoing or not to enforce payment thereof.

48
49 (c) Treat all or any part of the Rent reserved hereunder as immediately due and payable, it
50 being understood that the method of monthly or other periodic payments provided for herein are for the
51 convenience of Tenant and available to Tenant only if Tenant is not in default under the Lease.

52
53 (d) Cure such default for the account of Tenant (without waiving any claim for breach of the
54 Lease); said right to cure shall include, without limitation, the right to pay or do any act which requires the
55 expenditure of any sums of money by reason of the failure or neglect of Tenant to perform any of the
56 provisions of the Lease, and in the event Landlord shall, at its election, pay such sums or do such acts
57 requiring the expenditure of monies, Tenant agrees to pay Landlord, upon demand, all such sums and
58 the sum so paid by Landlord, together with maximum legal interest thereon, shall be deemed Additional
59 Rent and be payable as such.

60
61 **Section 21.03. Debtor-in-Possession.**

62
63 Tenant agrees that the Lease is a lease of "real property in a Shopping Center" and that a debtor in
64 possession and/or trustee in bankruptcy acting pursuant to the provisions of the revised bankruptcy code,
65 may assume the Lease only if, in addition to such other conditions of the Lease and applicable law, such
66 debtor's in possession and/or trustee's use is compatible with the retail operations at the Shopping
67 Center, as a whole, and does not conflict with any other use or violate any exclusive use at the Shopping
68 Center and said debtor in possession and/or trustee shall provide Landlord with such written assurances
69 of future performance as are acceptable to Landlord.

1
2 **Section 21.04. Intentionally Deleted.**

3
4 **Section 21.05. Redemption; Reinstatement.**

5
6 Tenant hereby expressly waives any and all rights of redemption granted by or under any present or
7 future laws in the event Tenant is evicted or dispossessed for any cause, or in the event Landlord obtains
8 possession of the Demised Premises. No receipt of monies by Landlord from or for the account of
9 Tenant or from anyone in possession or occupancy of the Demised Premises after the termination of the
10 Lease or after the giving of any notice of termination shall reinstate, continue or extend the Lease Term
11 or affect any notice given to Tenant prior to the receipt of such money.
12

13 **Section 21.06. Waiver of Trial by Jury.**

14
15 THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR
16 COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON
17 ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE
18 LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF
19 THE DEMISED PREMISES, AND/OR ANY CLAIM OF INJURY OR DAMAGE. IN THE EVENT
20 LANDLORD COMMENCES ANY PROCEEDINGS FOR DISPOSSESS OR POSSESSION OF THE
21 DEMISED PREMISES OR FOR NON-PAYMENT OF MINIMUM ANNUAL RENT, ADDITIONAL RENT
22 OR ANY OTHER SUM DUE FROM TENANT HEREUNDER, TENANT WILL NOT INTERPOSE ANY
23 COUNTERCLAIM OR CROSSCLAIM OF WHATEVER NATURE OR DESCRIPTION IN ANY SUCH
24 PROCEEDINGS. THIS SHALL NOT, HOWEVER, BE CONSTRUED AS A WAIVER OF TENANT'S
25 RIGHT TO ASSERT SUCH CLAIMS IN ANY SEPARATE ACTION BROUGHT BY TENANT.
26 HOWEVER, TENANT SHALL NOT MOVE TO CONSOLIDATE ANY SUCH ACTION WITH ANY
27 ACTION BROUGHT BY LANDLORD AGAINST TENANT FOR DISPOSSESS OR POSSESSION OF
28 THE DEMISED PREMISES OR FOR NON-PAYMENT OF RENT.
29

30 **Section 21.07. Intentionally Deleted.**

31
32 **Section 21.08. Accord and Satisfaction.**

33
34 No payment by Tenant or receipt by Landlord of a lesser amount than the Rent herein stipulated shall be
35 deemed to be other than on account of the earliest Rent then unpaid, nor shall any endorsement or
36 statement on any check or any letter accompanying any check or payment as Rent be deemed an
37 accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's
38 right to recover the balance of such Rent or pursue any other remedy provided in the Lease.
39 Notwithstanding anything contained herein to the contrary, if the Rent payments are made to a "lock-
40 box", the Landlord shall not be bound by any endorsement or statement on any check or by any letter
41 accompanying any check or payment as Rent made to such a "lock-box."
42

43 **Section 21.09. No Waiver.**

44
45 The rights and remedies given to Landlord in the Lease are distinct, separate and cumulative remedies,
46 and the exercise of any of them shall not be deemed to exclude Landlord's right to exercise any or all of
47 the others. The waiver by Landlord of any breach or of the strict and/or prompt performance of any term,
48 covenant or condition herein contained, shall not be deemed to be a waiver of any subsequent breach of
49 the same or any other term, covenant or condition herein contained or of Landlord's right to strictly
50 enforce same in the future. The subsequent acceptance of Rent hereunder by Landlord shall not be
51 deemed to be a waiver of any preceding breach by Tenant of any terms, covenants or conditions of the
52 Lease regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such
53 Rent. No covenant, term or condition of the Lease shall be deemed to have been waived by Landlord
54 unless such waiver be in writing by Landlord. No waiver by Landlord in respect to other tenants shall be
55 deemed to constitute a waiver in favor of Tenant.
56

57 **Section 21.10. Merger.**

58
59 Tenant expressly waives any right of defense which it may have to claim a merger and neither the
60 commencement of any action or proceedings nor the settlement thereof or entering of judgment therein
61 shall bar Landlord from bringing subsequent actions or proceedings from time to time.
62

63 **Section 21.11. Legal Fees.**

64
65 In the event of litigation between Landlord and Tenant arising out of or relating to this Agreement,
66 each shall be responsible for paying its own expenses and legal fees.
67
68

1 **ARTICLE XXII: MISCELLANEOUS PROVISIONS**

2
3 **Section 22.01. Tenant Defined; Use of Pronoun.**

4
5 The word "Tenant" shall be deemed and taken to mean each and every person or party mentioned as a
6 tenant herein, be the same one or more; and if there shall be more than one tenant, (i) the liability of each
7 shall be individual, joint and several and (ii) any notice required or permitted by the terms of the Lease
8 may be given by or to any one thereof and shall have the same force and effect as if given by or to all
9 thereof. The use of the neuter singular pronoun to refer to Landlord or Tenant shall be deemed a proper
10 reference even though Landlord or Tenant may be an individual, a partnership, a corporation or a group
11 of two or more individuals or corporations. The necessary grammatical changes required to make the
12 provisions of the Lease apply in the plural sense where there is more than one Landlord or Tenant and to
13 either corporations, associations, partnerships or individuals, males or females, shall in all instances be
14 assumed as though in each case fully expressed.

15
16 **Section 22.02. Delivery of Lease.**

17
18 The submission by Landlord of the Lease shall not be construed as an offer to lease. Landlord shall be
19 bound only upon the execution of the Lease by an authorized officer and the delivery of such executed
20 Lease to Tenant. Tenant hereby waives and is estopped from asserting any rights with respect to the
21 Demised Premises or against Landlord which may arise from any alleged oral agreement; oral lease; any
22 acts or expenditures (including without limitation the return of the Lease to Landlord executed by Tenant
23 and the payment of any sums on account hereof) or series of same taken or made by Tenant in reliance
24 on the anticipated execution hereof by Landlord; or any letter from Landlord or its attorneys sent prior to
25 the execution and delivery hereof by Landlord as aforesaid; it being expressly understood and agreed
26 that Tenant shall under no circumstances have any such rights until said execution and delivery hereof
27 by Landlord.

28
29 **Section 22.03. Entire Agreement.**

30
31 The Lease and the exhibits, riders and/or addenda, if any attached, set forth the entire agreement
32 between the parties. Any prior conversations or writings are merged herein and extinguished. No
33 subsequent amendment to the Lease shall be binding upon Landlord or Tenant unless reduced to writing
34 and signed. If any provision contained in a rider or addenda is inconsistent with the provisions contained
35 herein then the provisions contained in said rider or addenda shall supersede said provisions contained
36 herein. The captions, numbers and index appearing herein are inserted only as a matter of convenience
37 and are not intended to define, limit, construe or describe the scope or intent of any paragraph, nor in any
38 way affect the Lease.

39
40 **Section 22.04. Partial Invalidity.**

41
42 If any provision of the Lease or the application thereof to any person or circumstance shall to any extent
43 be invalid, the remainder of the Lease or the application of such provision to persons or circumstances
44 other than those as to which it is held invalid shall not be affected thereby and each provision of the
45 Lease shall be valid and enforced to the fullest extent permitted by law.

46
47 **Section 22.05. Applicable Law.**

48
49 The Lease and the rights and obligations of the parties arising hereunder, shall be construed in
50 accordance with the laws of the state of in which the Shopping Center is located.

51
52 **Section 22.06. Rules of Construction.**

53
54 The parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be
55 resolved against the drafting party shall not be employed in the interpretation of the Lease or any
56 Addenda or Exhibits hereto.

57
58 **Section 22.07. Brokerage Commission.**

59
60 Tenant represents and warrants that there are no claims for brokerage commissions or finders' fees in
61 connection with the execution of the Lease. Tenant agrees to indemnify Landlord against and hold it
62 harmless from all liabilities arising from any such claim by any broker or finder including, without
63 limitation, the cost of counsel fees, except the foregoing representation, warranty and indemnification
64 shall not apply with respect to the broker listed in Section 1.01, if any.

65
66 **Section 22.08. Force Majeure.**

1 Landlord shall be excused for the period of any delay in the performance of any obligations hereunder
2 when prevented from doing so by a cause or causes beyond Landlord's control which shall include,
3 without limitation, all labor disputes, riots, civil commotion, war, war-like operations, invasion, rebellion,
4 hostilities, military or usurped power, sabotage, governmental regulations or controls, fire or other
5 casualty, inability to obtain any material, services or financing or through acts of God.
6

7 **Section 22.09 Compliance with Anti-Terrorism, Embargo, Sanctions and Anti-Money Laundering**
8 **Laws.**
9

10 Tenant represents that neither Tenant, nor the principals, officers, partners, and/or members of Tenant:
11 (i) are currently identified on the list maintained by the U.S. Department of the Treasury, Office of Foreign
12 Assets Control ("OFAC"), generally known as the "OFAC List" (formerly known as the Specially
13 Designated Nationals and Blocked Persons List); (ii) are currently identified on the lists maintained by the
14 U.S. Department of Commerce (the "DOC List") and/or the U.S. Bureau of Industry and Security (the
15 "BIS List"); (iii) act for or on behalf of any person or persons listed on the OFAC List, the DOC List, the
16 BIS List, and/or any other known list of denied persons, excluded persons, and excluded entities
17 maintained by the federal agencies of the United States; and (iv) is a person or persons, or acts for or on
18 behalf of any person or persons, with whom a citizen or business of the United States is prohibited to
19 engage in transactions by any trade embargo, economic sanction, or other prohibition of United States
20 law, regulation, or Executive Order of the President of the United States of America.
21

22 **Section 22.10. "Radon Gas".**
23

24 Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient
25 quantities, may present health risks to persons who are exposed to it over time. Levels of radon that
26 exceed Federal and State guidelines have been found in buildings in Florida. Additional information
27 regarding radon and radon testing may be obtained from your County Public Health Unit. The
28 undersigned Tenant acknowledges having read the foregoing notification, and that the undersigned has
29 executed the Lease fully aware of the aforementioned conditions.
30

31 **Section 22.11. Consent Contingency.**
32

33 All of Landlord's obligations under this Lease, including but not limited to the delivery of possession of
34 the Demised Premises, shall be contingent upon the consent of any requisite parties ("Consent").
35 Landlord shall use its commercially reasonable good faith efforts to obtain any requisite Consent.
36 Notwithstanding any other provision in this Lease to the contrary, in the event Landlord is unable to
37 obtain Consent within one hundred twenty (120) days of the full execution of this Lease, then Landlord
38 shall have the option to terminate this Lease by giving written notice to Tenant of its intention to
39 terminate. Effective as of the date specified in such notice, all of Tenant's and Landlord's obligations
40 under this Lease shall cease and terminate and both parties shall have no further liability or obligation
41 under this Lease.
42

43 **Section 22.12. Tenant's Right to Terminate.**
44

45 (a) Tenant's performance and obligation to pay under this contract is contingent upon an annual
46 appropriation by the United States Congress and the Florida State Legislature from the State of Florida and
47 federal governments. In the event the Tenant is notified of a cancellation, deobligation, rescission or
48 reduction of its funds, then the Tenant shall notify the Landlord in writing, within ninety (90) days from the
49 time the government provides notice to Tenant specifying the cancellation, deobligation, rescission or
50 reduction of the funds ("Tenant's Termination Notice"). If Tenant's funding is completely cancelled,
51 deobligated or rescinded, then the Tenant shall have the right to terminate this Lease, effective not earlier
52 than ninety (90) days after Landlord's receipt of Tenant's Termination Notice ("Termination Date"). If the funds
53 are reduced then the Tenant may elect between: (i) continuing to perform this Lease without modification; or
54 (ii) informing the Landlord of the percentage reduction to the leasable square footage for which the Tenant is
55 able to pay the adjusted Minimum Annual Rent at the rate payable hereunder or (iii) that tenant shall have the
56 right to terminate this lease effective as of the Termination Date. Within thirty (30) days of its receipt of the
57 Tenant's Termination Notice, the Landlord shall notify the Tenant either: (i) that the Landlord does not accept a
58 reduction of the Premises, in which event this Lease shall terminate effective as of the Termination Date, or
59 (ii) that the Landlord accepts that the Premises, and the adjusted Rent payable therefore, shall consist of such
60 a lesser number of leasable square that is a part of the Premises and for which the Tenant is able to pay
61 despite a reduction in the funds. The location and configuration of the Reduced Premises shall be proposed
62 by the Tenant and is subject to the Landlord's approval. In the event that the Landlord accepts the Tenant's
63 offer then the Premises shall be reduced.
64

65 (b) If Tenant exercises its right to terminate the Lease pursuant to (a) above during the first two
66 (2) full Lease Years of the Lease Term, Tenant's right to terminate the Lease is subject to and conditioned
67 upon Tenant paying Landlord as additional rent the amount shown in the "Balance" column on the additional
68 rent schedule attached as Exhibit G for the month in which the Lease terminates. Such payment must be
69 made concurrently with Tenant's termination notice ("Release Fee"). Tenant's right to terminate the
70
71
72

1 Lease pursuant to this paragraph is further subject to and conditioned upon Tenant being continuously
2 open and operating for business from the Rent Commencement Date through the last day of the
3 effective date of Tenant's termination notice.
4

5 (d) Solely for Landlord's own internal accounting purposes (and without imposing any
6 obligation on Tenant), Landlord will have the right, in its discretion, to allocate the Release Fee among
7 (i) any open accounts receivable, as well as any other amounts due and payable from Tenant to
8 Landlord, for periods prior to the Termination Date, (ii) reimbursement to Landlord to repair any
9 damage to the Demised Premises and/or the Shopping Center, and costs necessary to prepare the
10 Demised Premises for any potential tenant, (iii) unamortized tenant improvements and allowances
11 from the initial lease commencement, (iv) the Release Fee, and (v) such other categories of expense
12 as Landlord deems appropriate.
13

14 (e) Notwithstanding anything contained herein to the contrary, Tenant shall have the right to
15 terminate the Lease by written notice given to Landlord within sixty (60) days after the end of the
16 seventh (7th) full Lease Year ("Termination Deadline"). The termination notice shall state a date of
17 termination no earlier than sixty (60) days and no later than ninety (90) days after the date of such
18 termination notice and the Lease shall terminate on such date as if that was the originally fixed
19 expiration date of the Lease Term. Tenant's right to terminate the Lease pursuant to this paragraph
20 shall be subject to and conditioned upon Tenant not being in default under the Lease and the Lease
21 being in full force and effect. In the event Tenant fails to deliver written notice to Landlord of its election
22 to terminate by the Termination Deadline, Tenant's right to terminate shall render void and of no further
23 force or effect and the Lease shall be deemed to remain in effect.
24

25 **Section 22.13. Execution - Counterparts, Contingencies.**

26

27 (a) Execution in Counterparts. This Lease may be executed in two or more counterparts,
28 each of which shall be deemed an original but all of which together shall constitute one and the same
29 Lease. Further, the counterparts of this Lease may be executed and delivered by facsimile or other
30 electronic signature by any of the parties to any other party, and the receiving party may rely on the
31 receipt of such document so executed and delivered by facsimile or other electronic means as if the
32 wet ink original had been received. Each party shall, however, execute and deliver to the other party
33 a wet ink original counterpart for their respective records.
34

35 (b) Execution Contingencies. This Lease is contingent upon the following: (a) Tenant's
36 payment to Landlord of the Rent Deposit, as described in Section 1.01, within five (5) business days
37 of the full execution of this Lease; (b) Tenant's payment to Landlord of the Security Deposit, as
38 described in Section 1.01, within five (5) business days of the full execution of this Lease; and (c)
39 Landlord's receipt of one (1) properly executed original counterpart of the Lease signature page,
40 within five (5) business days of the full execution of this Lease. In the event that Tenant fails to deliver
41 item (a), (b) or (c) within said five (5) day period, Landlord shall have the right to terminate this Lease
42 upon five (5) business days notice to Tenant. However, Tenant may void Landlord's right to terminate
43 by satisfying items (a), (b) and (c) within said five (5) day period.
44

45 **Section 22.14. Tenant's Repair Cap.**

46

47 Notwithstanding anything contained in the Lease to the contrary, the parties agree that Tenant shall
48 be responsible for repairs to the exterior and interior windows, sprinkler heads, store fronts, electrical,
49 lighting, heating, plumbing, sewage facilities and air conditioning and ventilating equipment
50 exclusively serving the Demised Premises in an amount up to a maximum of \$1,000.00 ("Repair
51 Cap") per Lease Year. In the event that repairs to the foregoing systems, collectively, exceed a total
52 of \$1,000.00 during any Lease Year, as reasonably determined by Tenant and verified by Landlord's
53 contractor, then Landlord shall pay the costs of all such repairs in excess of \$1,000.00 per Lease
54 Year. After the Repair Cap has been reached, all future repairs shall be made by contractors
55 approved by Landlord. Notwithstanding the foregoing, any such repair that is necessitated by
56 Tenant's negligence shall be at Tenant's sole cost and expense. Notwithstanding the foregoing,
57 Tenant shall contract a reputable, licensed vendor to make such repairs without Landlord's prior
58 consent unless Landlord provides Tenant a list of preferred vendors for Tenant's selection. Except in
59 the event of an emergency, any repair over the Repair Cap shall be subject Landlord's prior written
60 approval, such approval not to be unreasonably withheld, conditioned or delayed.
61

62 EXHIBITS:

63 EXHIBIT A - Site Plan

64 EXHIBIT A-1 - Space Plan

65 EXHIBIT B - Landlord's Work
66
67
68
69

- 1
- 2 EXHIBIT B-1 – Janitorial Services
- 3
- 4 EXHIBIT C - Rules and Regulations
- 5
- 6 EXHIBIT D - Sign Specifications
- 7
- 8 EXHIBIT E - Estoppel
- 9
- 10 EXHIBIT F – Restrictions
- 11
- 12 EXHIBIT G – Additional Rent Schedule Pursuant to Section 22.12
- 13
- 14
- 15

mf

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

1
2 IN WITNESS WHEREOF, the parties have respectively signed and sealed the Lease as of the
3 day and year first above written.
4

5
6 LANDLORD'S WITNESSES:

LANDLORD:

7
8 BRIXMOR COCONUT CREEK OWNER, LLC,
9 a Delaware limited liability company
10

11
12 By: [Signature]
13 Print Name: JOHNE ERACST

14 By: [Signature]
15 J. Mark Worley
16 Executive Vice President
17 Date of Execution: 2/10/16

18 By: [Signature]
19 Print Name: USA CAMP

20
21
22
23 TENANT'S WITNESSES:

TENANT:

24 CAREERSOURCE BROWARD

25
26 By: [Signature]
27 Print Name: Carol Hylton

28 By: [Signature]
29 Printed Name: MASON JACKSON
30 Title: President / CEO
31
32 Date of Execution: 2/1/16

33 By: [Signature]
34 Print Name: Vicky Underwood

35
36
37
38 STATE OF FLORIDA

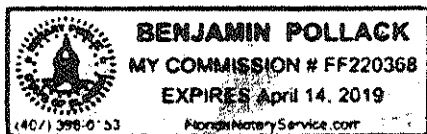
39
40 COUNTY OF BROWARD

41
42 Before me, the undersigned authority, a Notary Public in and for said County and State aforesaid,
43 personally appeared MASON JACKSON, with whom I am personally
44 acquainted, and who, upon oath, acknowledged himself/herself to be the
45 CEO of CareerSource Broward, the within named bargainer, and that s/he
46 as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein
47 contained, by signing the name of the corporation by himself/herself as MASON JACKSON.

48
49 Witness my hand and seal at office this 1st day of FEBRUARY, 2016.

50
51 [Signature]
52 Notary Public
53 My Commission Expires:
54

55
56 [SEAL]

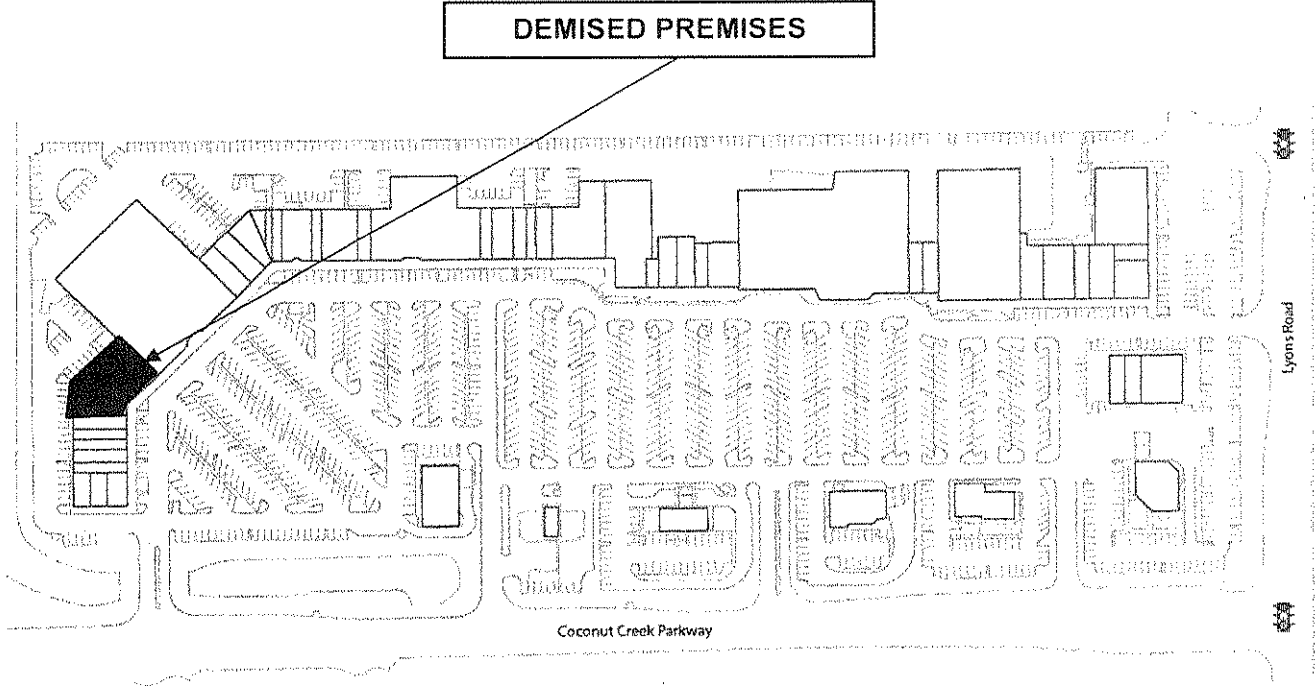


59
60
61
62 END - THE LEASE IS COMPRISED OF ARTICLES I THROUGH XXII AND EXHIBITS A through F
63

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EXHIBIT A: SHOPPING CENTER

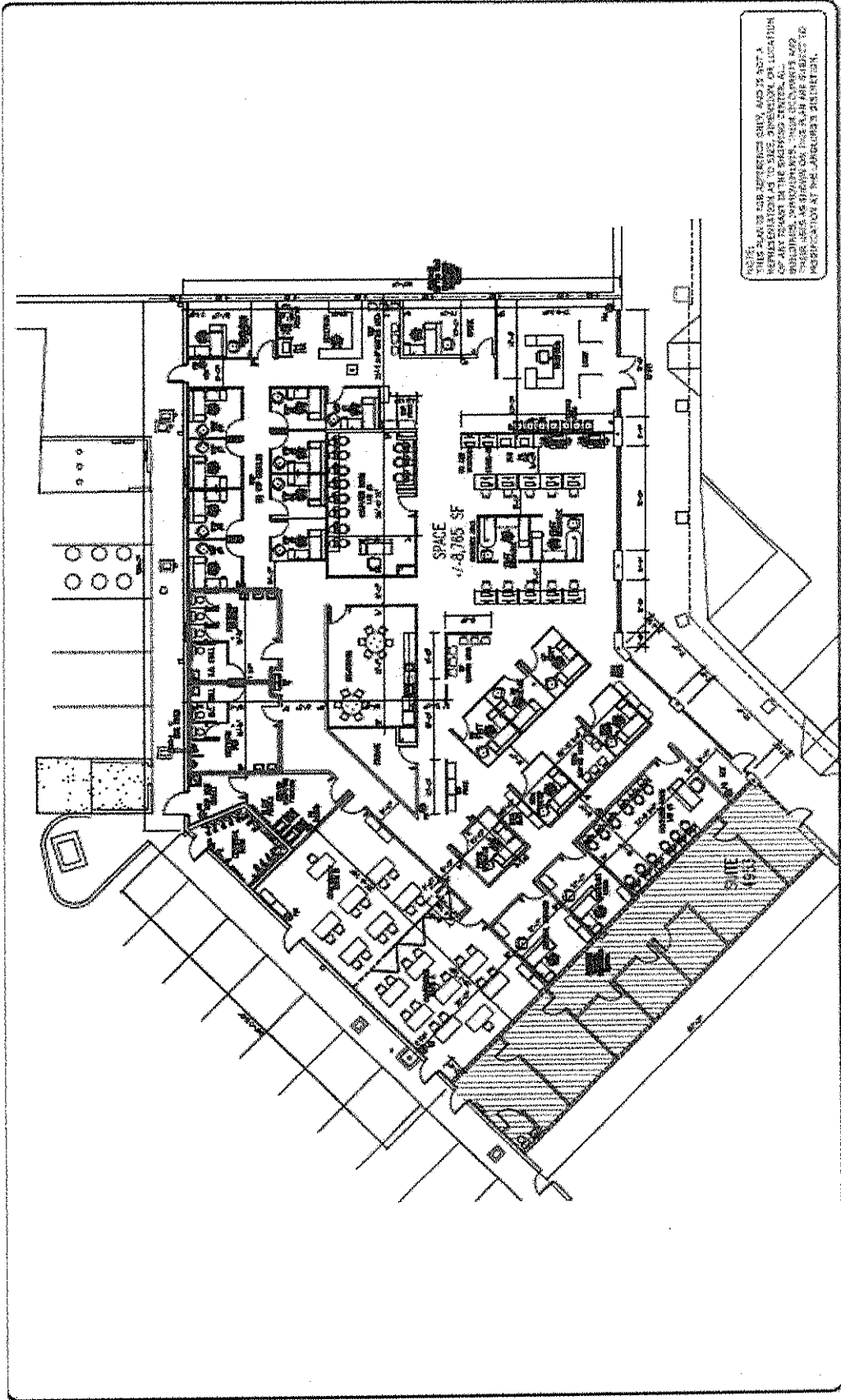
It is understood and agreed that the site plan attached hereto is merely for the purpose of showing the general layout of the Shopping Center and the approximate location of the Demised Premises and is not to be deemed to be a warranty, representation or agreement on the part of Landlord that the Shopping Center will be exactly as depicted therein or that tenants depicted therein (if any) are now in occupancy or will be in occupancy at any time during the Lease Term. The site plan is not final, is not to scale and is subject to change without notice to Tenant. Nothing contained therein shall be deemed to limit or restrict Landlord's right to change, alter or expand the Shopping Center, any buildings thereon, the land area, any improvements thereon, the parking areas, the Common Facilities or any other part or parts thereof. The Shopping Center, all private roads and driveways, all buildings, all land areas, the Common Facilities and parking areas and/or any part or parts thereof, all as the same may be provided from time to time, shall be deemed to be included in the Shopping Center.



17
18

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3
4

EXHIBIT A-1 SPACE PLAN



THIS PLAN IS FOR REFERENCE ONLY AND IS NOT A REPRESENTATION AS TO SIZE, DIMENSION OR LOCATION OF ANY TRACTS IN THE TRACTS CENTER, ALL SUBSEQUENT DEVELOPMENTS, THEIR LOCATIONS AND OTHER DATA AS APPEAR ON THE PLAN ARE SUBJECT TO REVISIONS BY THE LANDLORD'S ARCHITECT.

NUDELL ARCHITECTS
 11111 N. W. 11th St., Suite 100
 Boca Raton, FL 33433
 PHONE: 561-368-1111
 FAX: 561-368-1112
 WWW: www.nudell.com
 LICENSE NO. 3015-002-47 ACCOUNT 7003



BRIXMOR COCONUT CREEK PLAZA SPACES 48-52 CONCEPTUAL PLAN

BY NUD: JANUARY 04, 2016 SCALE: 1/8"=1'-0" ORN BY: SGT OPTION 1
 4801-1067 COCONUT CREEK PARKWAY COCONUT CREEK, FL 33063

5
6

1
2 **EXHIBIT B: LANDLORD'S AND TENANT'S WORK**
3
4
5

6 **LANDLORD'S WORK:**
7

8 Landlord shall make all improvements to the Premises "turn-key", per the following mutually agreed
9 upon and approved Preliminary Conceptual Space Plan attached as Exhibit A-1 and the following
10 Office Construction Criteria:
11

12 **OFFICE CONSTRUCTION CRITERIA**
13

14 **General Construction**
15

16 **Floors:**
17

18 All floors to be existing concrete slab. Level, smooth and ready for new finish flooring and grey
19 contract grade 20 oz nylon carpet.
20

21 **Walls:**
22

23 Demising walls:
24 Existing fire rated and insulated as required by code.
25

26 Rear exterior walls:
27 Masonry block walls to receive furring strips (deep enough for 2½" studs to accommodate electrical
28 outlets in the wall) and 5/8" gypsum board to ceiling line.
29

30 **Acoustical Ceiling:**
31

32 2'-0" x 4'-0" standard grid system with 5/8" non-directional, fissured, acoustical ceiling panels @ a
33 minimum of 10'-0" AFF.
34

35 **Doors:**
36

37 Front door - Existing glass doors with aluminum to match storefront to be provided in good condition.
38 Unused existing doors to be fixed in place and labeled as required by code. Building standard
39 hardware including lockset, deadbolt with door closer, weather stripping and threshold. Remove
40 exterior storefront glass film and clean glass.
41

42 Interior doors, 3'-0" x 7'-0" solid wood with HM Frames.
43

44 Rear Exterior Doors: (If required by local jurisdiction having authority.)
45 Two (1) 3'-0" galvanized hollow metal doors, painted at existing locations. Building standard
46 hardware including lockset (as per fire and safety code for egress), door closer, weather stripping and
47 threshold. Tenant shall have the option to remove hardware and repair jambs for any rear exterior
48 doors not required for egress for security purposes.
49

50 Restroom doors: 3'-0" hollow core wood door. Hinges and lockset.
51

52 **Plumbing:**
53

54 Demised premises will be individually metered for its own water supply. (If required by local
55 jurisdiction having authority to provide master meter, each space will be individually sub-metered.)
56 Landlord to combine the meters from the different bays into one meter to service the entire Premises.
57

58 Four (4) ventilated restrooms (2 men's and 2 women's), per Tenant's specifications if provided
59 previously and conforming to local handicap code to each include:
60

61 (a) Women's to include three (3) water closet tank-type standard commode. Men's to include
62 two (2) water closet tank-type standard commode and one (1) urinal.

63 (b) Women's to include three (3) lavatories wall hung with hardware (cold water only.) Men's to
64 include two (2) lavatory wall hung with hardware (cold water only).

65 (c) One (1) ADA drinking fountain outside restrooms (if required by local jurisdiction having
66 authority)
67

1 **Toilet Accessories:**

- 2
- 3 1. Wall hung 12" x 16" mirror, mounted 5'-0" AFF centered above each lavatory.
- 4 2. One (1) wall mounted toilet tissue dispenser per commode/urinal.
- 5 3. Grab bars per handicap code.
- 6

7 **Fire Protection:**

8

9 **Fire Sprinkler**

10 Landlord will install a complete automatic sprinkler system (wet) for the demised premises, as
11 required by local codes requirements. The design of such system and the number and location of
12 pendant white sprinkler heads to be installed shall be in accordance with the Landlord base interior
13 design. Any modifications to base design required by Tenant's interior design or proposed use or
14 occupancy shall be performed by the Landlord's fire protection contractor for said site and shall be at
15 Tenant's sole cost and expense. Sprinkler heads will be provided at approximately 10' above finish
16 floor (AFF).
17

18

19 **Fire Alarm**

- 20
- 21 1. Provide fire alarm system only as required by the local jurisdiction having authority.
- 22

23 **HVAC - (Heating, Ventilation, and Air-Conditioning):**

- 24
- 25 1. Provide and install roof top package HVAC unit(s) or split system units sized at approximately one
26 (1) ton per 300 square feet (Equipment curb, roof penetration, tie back of roof and equipment
27 support frame shall also be included.), provided that this capacity is approved as adequate for
28 proposed use by Tenant.
29
- 30 2. Provide distribution from packaged rooftop A/C unit, sized at approximately one (1) ton per 300
31 square feet.
32
 - 33 (a) Non directional diffusers.
 - 34 (b) Standard cooling for general office, classroom, training, and conference use (no special heat
35 loading).
 - 36 (c) Fiberglass ductwork
- 37
- 38 3. Provide a standard heat/cool thermostat mounted 5'-0" AFF in space.
- 39
- 40 4. One (1) exhaust fan in each toilet area.
- 41
- 42 5. System shall be designed to meet applicable energy codes and standard mechanical code or
43 SFBC as applicable.
44
- 45 6: Provide 24/7 supplemental AC unit for the Server room of adequate size to meet equipment
46 requirements for cooling.
47

48 **Electrical Supply:**

49

50 **Panels - subject to review and approval of Electrical Engineer to accommodate Tenant**
51 **requirements.**

- 52
- 53 1. Typical, but may vary, electrical panel and service to be 120/208 volt, three (3) phase.
54

55 (a) 0 -	999	SF 100A Panel w/Conduit for 200A
56 (b) 1000 -	3,999	SF 200A Panel w/Conduit for 200A
57 (c) 4,000 -	5,999	SF 300A Panel w/Conduit for 300A
58 (d) 6,000 -	7,999	SF 400A Panel w/Conduit for 400A
59 (e) 8,000 -	12,000	SF 600A Panel w/Conduit for 600A
- 60

61 **Outlets**

- 62
- 63 1. Recessed duplex outlets (OC) along demising walls as required by code at approximately 1'-3"
64 AFF. Receptacle in ceiling along glass storefront as required by code.
65
- 66 2. One (1) duplex outlet mounted 4'-6" AFF between electric panel and telephone equipment board.
67
- 68 3. One (1) duplex GFI receptacle in restroom mounted at 4'-0" AFF.

- 1
2 4. Floor outlets and floor cores for furniture systems in open and private office areas per Tenant's
3 plan/specifications. Tenant shall be responsible for providing adequate locations and dimensions
4 during the design phase for the Landlord's architect to properly locate all floor outlets.
5

6 **Light Switches**

- 7
8 1. One (1) light switch in restroom (combination light switch/exhaust fan control).
9
10 2. Office areas shall be wall switched.
11
12 3. Code-mandated occupancy sensors to be installed in all office and open areas
13

14 **Lighting**

- 15
16 1. One (1) 2'-0" x 4'-0" direct/indirect grid-mounted fluorescent fixture per 80 SF of space, less
17 toilet(s).
18
19 2. One (1) 2-lamp fluorescent wall bracket fixture over mirror in each restroom. One (1) combination
20 exhaust fan/light.
21
22 3. Exit lights at front door and rear door and as per code.
23
24 4. Emergency lights per code.
25

26 **Telephone:**

27
28 Telephone service 1" conduit stubbed from telephone cabinet to tenant space. Provided with a pull
29 string in empty conduit. Plywood on wall for backboard. Supply 2" conduit to main telephone room if
30 applicable.
31

32 **Data Com:**

33
34 Empty back boxes and empty conduit risers with pull strings only. To locations as specified by Tenant.
35 All Cabling, Terminations, and Faceplates shall be provided and installed by Tenant. All network
36 equipment and racks shall be provided and installed by Tenant.
37

38 Dedicated server / telephone room requires:

- 39
40
 - Key locked door.
 - AC sensor in the room so that air circulation is controlled by the temperature in that room.
 - A minimum of a 4'x4' piece of plywood (3/4" thick) mounted on one of the walls in the room wall so that we can mount telephone equipment and like.
 - Non-shared dedicated 20 amp circuit just for this room alone.
 - A minimum of 1 single quad electrical outlet.
46

47 The following finishes/fixtures are to be determined in accordance to Tenant's specifications:, folding
48 partition (between Conference Rooms A & B),.
49

50 The following finishes shall be provided by Landlord:

51 Finish Flooring – Standard contract grade 20oz nylon commercial carpet in one standard color in
52 office and lobby areas, VCT in standard colors in restrooms, break room, and utility areas.
53 Wall and Trim Paint – Entire space shall be painted one color (light body color). Walls shall be flat or
54 eggshell and trim shall be matching semi-gloss.
55 Breakroom Cabinets and Countertops – Plastic laminate in standard grade and color.
56

57 **NOTE: All preceding information is contingent upon approval by local jurisdiction having**
58 **authority.**
59

60 Tenant has twenty-one (21) days from the completion of Landlord's Work to notify Landlord of any
61 defects in the HVAC. If Tenant fails to give such notice within said twenty-one (21) day period, then
62 Tenant shall be deemed to have conclusively and unconditionally accepted same in working order and
63 thereafter Tenant shall be solely responsible for the repair, maintenance and replacement of same,
64 subject to Section 22.14 of the Lease (Tenant's Repair Cap).
65

66 Except as specifically provided above as Landlord's Work, Tenant acknowledges that it is familiar with
67 the Demised Premises and is accepting the same in its "AS IS/WHERE IS" condition. Notwithstanding

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**EXHIBIT B-1
JANITORIAL SERVICES**

- **Dusting:** Dust all surfaces, including: chairs, desks, cabinets, furniture, window sills, blinds, HVAC vents, Light fixture lens or any surface where dust may collect and is clearly visible.
- **Vacuuming:** Vacuum all carpets and hard surfaced floors, upholstered furniture, window sills, restroom facilities, entryways, common areas, and storage closets to remove all dust, debris, cob webs and visible particles including edges of carpets and baseboards and spot clean stains as needed with chemical cleaner .
- **Trash Removal:** Empty all trash/waste baskets from all offices, commons and restrooms and remove all trash from the facility for pick up in dumpster or provided service at the facility.
- **Restrooms:** Disinfect all restroom fixtures with a chemical disinfectant, clean and disinfect all floors, toilets and sink so no encrustation or water rings are present.
- **Common Area:** Vacuum carpeted areas and damp mop all ceramic tile or vinyl tile areas with an appropriate chemical cleaner. All non carpeted floors shall be cleaned and maintained in accordance with manufacturer recommendations.
- **Miscellaneous:** Included removal of finger prints or smears on glass entrance doors in between window cleaning and surfaces that are highly noticeable including furniture of doors. Drinking fountain- clean and disinfect all porcelain and polished metal surfaces, including the cabinet, percolator orifices and drains the drinking fountain shall be free from streaks, stains, spots, smudges, scale and obvious soil.
- The janitorial contractor shall provide all necessary labor, transportation, tools, materials, equipment and supplies needed to perform the above services.

1 EXHIBIT E: TENANT ESTOPPEL

2
3 TENANT ESTOPPEL CERTIFICATE

4
5
6 [LANDLORD]
7 450 Lexington Avenue
8 13th Floor
9 New York, New York 10170
10 Attn: Legal Department

11
12 Re: Lease between _____ as landlord ("Landlord"), and _____ as tenant
13 ("Tenant") dated _____, 20__, amended _____ (collectively "Lease") for space described as
14 ("Demised Premises").
15

16 Gentlemen:

17
18 The undersigned is Tenant pursuant to the Lease described above. The undersigned hereby
19 certifies, represents and warrants to you as of the date hereof as follows:
20

21 1. Attached hereto as Exhibit A is a true, complete and accurate copy of the Lease, and the Lease
22 has not been modified, supplemented or superseded in any matter other than by the documents, if any,
23 which are attached hereto. The Lease constitutes a complete statement of the agreements, covenants,
24 terms and conditions of Landlord and Tenant with respect to the letting of the Demised Premises, and
25 there are no other agreements or understandings between Landlord and Tenant with respect to the
26 Demised Premises, the Lease, the letting or otherwise.
27

28 2. The current Lease Term commenced on _____, 200_ and will end on _____. Except as
29 described below, Tenant has no:

- 30 (a) options or other rights to renew or extend the Lease Term or to cancel the Lease,
31
32 (b) options or other rights to purchase the Demised Premises of which the Demised
33 Premises is a part or rights of first refusal or first offer in respect thereof, or
34
35 (c) options or other rights of first refusal or first offer in respect of any leasing thereof. (If
36 there are any such options or rights, describe; if there is none write "NONE")
37
38

39
40 None of such options or rights, if any, have been exercised except as specified below (write
41 "NONE" if there is none):
42

43
44 3. The Lease is in full force and effect and legal, valid, binding and enforceable.
45

46 4. To the best of Tenant's knowledge, there is no default under the Lease in the payment of rent or
47 any other amounts or in the observance or performance of any other agreement, covenant, term or
48 condition to be observed or performed by Landlord or Tenant, and the undersigned has no knowledge of
49 any state of facts or events which, with the passage of time or the giving of notice, would constitute a
50 default by Landlord or Tenant.
51

52 5. Tenant has received no rent or other concessions, except as specified below (write "NONE" if
53 there is none):
54

55 6. Tenant has received no rent or other concessions that remain outstanding. The annual and
56 monthly base and percentage rental, the indices payments, and the taxes, insurance, CAM and other
57 operating expense payments and the dates to which they have been paid, are described below:
58

- 59 Base rental:
60 Date paid through:
61 Percentage Rental:
62 Date paid through:
63 Other Payment Obligations:
64 Date paid through:
65

66 7. Tenant has accepted possession and is in actual occupancy of the Demised Premises and there
67 are no setoffs, defenses or counterclaims against enforcement of the obligations to be observed or
68 performed under the Lease.

1 8. There is no work to be performed by Landlord that has not been completed, and there are no
2 defects or deficiencies which entitle Tenant to cancel the Lease or to receive any other benefit or relief.

3
4 9. The undersigned has not deposited any funds to secure any of its obligations under the Lease
5 and has not paid any advance rentals or other amounts, except as specified below (write "NONE" if there
6 is none):
7

8
9 10. Tenant has no knowledge of any broker or other intermediary who is entitled to receive any
10 leasing, brokerage or other compensation out of or with respect to rentals or other payments or rights or
11 obligations under the Lease or with respect to the Lease itself.
12

13 11. Landlord has not waived the observance or performance by Tenant of any of the agreements,
14 covenants, terms or conditions to be observed or performed by Tenant under the Lease.
15

16 12. To the best of Tenant's knowledge, Tenant has never permitted or suffered the generation,
17 treatment, storage or disposal of any hazardous waste or any other hazardous or toxic substances in, on
18 or about the Demised Premises or any adjacent property.
19

20 13. The party executing this Tenant Estoppel Certificate on behalf of Tenant is fully authorized and
21 empowered to do so.
22

23 The certifications, representations and warranties herein made shall be binding upon the
24 undersigned, its successors and assigns, and shall inure to your benefit and the benefit of your
25 successors and assigns. Tenant acknowledges that Landlord may rely on this Tenant Estoppel
26 Certificate in conjunction with its purchase and thereafter its ownership and operation of the so-called
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28
29 Dated: _____, 200

30
31 Tenant Name: _____
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EXHIBIT F
TENANT RESTRICTIONS

Tenant shall use and occupy the Demised Premises strictly in accordance with the Permitted Use defined in the Lease. Additionally, but without limiting any other provision contained in the Lease, the Demised Premises may not under any circumstance be used or occupied by Tenant or any subtenant, assignee or other occupant, for any of the following uses. In the event Tenant violates the provisions of this Exhibit, such shall constitute a material default hereunder and Landlord shall be entitled, if it so elects, in addition to any of the other rights or remedies listed for a default in the Lease, to institute and prosecute proceedings in any court of competent jurisdiction to obtain damages, to seek an injunction against the violation of the provisions of this Exhibit and/or to seek the immediate termination of the Lease.

1. Tenant's use and occupancy of the Demised Premises shall be limited by and be subject to certain express restrictions and prohibitions deemed necessary to preserve the value, desirability, and family orientation of the Shopping Center and its tenants, without regard to whether the prohibited activities, services or merchandise are offered gratuitously or nongratuitously, publicly or privately, materially or incidentally, as follows:

A bar, lounge, nightclub or discotheque or any use where the sale of alcoholic beverages by the drink exceeds forty percent (40%) of such occupant's total gross sales;

A place of public entertainment or recreation facility, including, without limitation, a bowling alley, theater, skating rink, billiard parlor, bingo parlor, off-track betting facility, gambling casino, gaming hall, gun range, computer game room or amusement center with arcade, pinball, video or electronic games;

An auditorium or similar place of general assembly except as permitted by Tenant's Permitted Use;

A massage parlor or tattoo parlor;

A funeral home;

A training or educational facility including, without limitation, a beauty school, barber college, reading room, place of instruction or any other operation catering primarily to students or trainees, rather than retail customers, except as permitted by the Permitted Use;

The sale of drug paraphernalia except as may be permitted in a standard drug store;

The sale or display of pornographic material, as determined by community standards for the area in which the Shopping Center is located;

A flea market, second-hand store or pawn shop;

Any business or use which emits offensive odors, fumes, dust or vapor or constitutes a public or private nuisance, or emits loud noises or sounds which are objectionable to the Shopping Center customers, users or occupants, or which creates a fire, explosive or other hazard;

A manufacturing facility;

A warehouse, except warehousing incidental to the operation of Tenant's business at the Demised Premises, or otherwise for the storage of goods or merchandise, other than such goods or merchandise offered for sale by Tenant at the Demised Premises;

A car wash or for the use of storage, sale, display, repair, rental or servicing of cars, boats or other motorized vehicles or equipment;

A hotel or other lodging facilities;

A dry cleaner or other business that uses hazardous materials;

Any primarily non-retail use other than a financial institution, a real estate or insurance office, a medical or dental office, a loan office, a brokerage office, a financial planner's office or a tax preparation office, except as permitted by the Permitted Use;

Any use that violates any legal requirement and/or the requirements of the insurance underwriter(s) of the coverages on the Shopping Center;

Any fire, auction, bankruptcy, "going-out-of-business," "lost our lease," or other similar sale.

2. Tenant agrees that the value of the Demised Premises and the reputation of Landlord will be seriously injured if the Demised Premises are used for any obscene or pornographic purposes or any sort of commercial sex establishment. Tenant agrees that Tenant will not bring or permit any obscene or pornographic material (including without limitation pornographic videotapes and movies) on the Demised Premises, and shall not permit or conduct any obscene, nude, or semi-nude live performances on the Demised Premises, nor permit use of the Demised Premises for nude modeling, rap sessions, or as a so-called rubber goods shop, or as a sex club of any sort, or as a "massage parlor." Tenant agrees that if at any time Tenant violates any of the provisions of this Section, such violation shall be deemed a significant breach of the terms of the Lease and objectionable conduct. Pornographic material is defined for purposes of this Section as any written, videotaped, videodisk, filmed, or pictorial matter with prurient appeal, or any objects or instruments that are primarily concerned with lewd or prurient sexual activity. Obscene material is defined here as it is in N.Y. Penal Law Section 235.00.

1 Notwithstanding the foregoing, if Tenant is permitted to sell or rent video tapes, then pornographic video
2 tapes may be sold subject to the following restrictions, the careful observance of which by Tenant is a
3 material inducement to Landlord to enter into the Lease:

4 (i) They shall not be displayed in the store or in the store windows.
5 (ii) They shall not be shown on any playback devices in the store or store windows.
6 (iii) They shall not be mentioned in any way, directly or indirectly, on any signs within
7 or without the Demised Premises

8 (iv) The name of the store shall not in any way allude to such materials nor shall such
9 name contain the word "adult" or the letters "X", "NC-17" or any successor designation by the Motion
10 Picture Association of America, or any other rating service.

11 (v) Such sale must be permitted under the law by all authorities having jurisdiction.

12 (vi) Video tapes of an adult nature shall be kept discreetly in a separate room in the
13 rear of the store and not in an area for the general public, nor visible through any store windows or from
14 the main (front) portion of the store.

15
16 3. In furtherance thereof, Tenant agrees that no sublease, assignment, concession or license
17 agreement will be entered into by Tenant with any party whose operation would or could include any of
18 the restricted or prohibited activities listed above, or whose activities or merchandise would be generally
19 defined by the community as being pornographic, sexually graphic or sexually explicit.

20
21 4. Existing exclusives and restrictions affecting the Shopping Center:

22
23
24 **TENANT SHALL USE THE DEMISED PREMISES ONLY FOR THE PERMITTED USE AS SET**
25 **FORTH IN SECTION 1.01 AND FOR NO OTHER PURPOSE. HOWEVER, TENANT**
26 **SPECIFICALLY AGREES TO NOT USE THE DEMISED PREMISES IN THE FOLLOWING**
27 **MANNER:**

28
29
30
31 **ALLIED HEARING CENTERS**

32 **LEASE DATED JANUARY 28, 2002, AS AMENDED**

33 **EXCLUSIVE, LEASE, SECTION 33.1, PAGE 15:**

ARTICLE 33 EXCLUSIVE USE

34 *33.1 Subject to the provisions of all other leases in the Shopping Center existing as of the date first written above, and*
35 *all extensions, modifications, and renewals thereof and provided that Tenant is not otherwise in default of this Lease, Landlord*
36 *shall not lease space in the Shopping Center to another business whose primary business is in the sale of hearing aid devices. For*
37 *the purposes hereof, the term "primary use" shall mean any business which derives in excess of thirty percent (30%) of its total*
38 *gross sales from same. Should Tenant's exclusive use right be violated by Landlord, Tenant's sole remedy shall be to give written*
39 *notice to Landlord to terminate this Lease upon ninety (90) days of opening in Shopping Center of a competing business*
40 *violating Tenant's exclusive use right.*

41
42 **BAGEL HUT -- NONE**

43 **Lease Dated 8/1/08**

44
45 **BANK OF AMERICA - NONE**

46 **LEASE DATED 09/12/2000**

47
48 **BANKUNITED - NONE**

49 **LEASE DATED 07/08/1997, AS AMENDED**

50
51 **BB&T - NONE**

52 **LEASE DATED 05/04/1982**

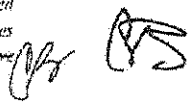
53
54 **BEALL'S OUTLET**

55 **LEASE DATED MAY 13, 2002, AS AMENDED**

56 **RESTRICTIONS, LEASE, SECTION 39, PAGE 20:**

ARTICLE 39. NON-PERMITTED USE.

Except for existing leases or replacements thereof, or continuation of an existing type business in the same premises, Landlord agrees that unless Tenant consents in writing, none of the property described in Exhibit "A" shall be occupied by any entertainment facility, recreational facility, non-retail facility, or hazardous or undesirable facility.

A. As used herein, "entertainment facility" or "recreational facility" includes but is not limited to massage parlor, movie theater, a bar, a tavern, an amusement arcade, billiards room, pool hall, bowling alley, live entertainment facility, stage production(s), video game room, skating rink or bingo parlor. Notwithstanding the foregoing, massage provided as an incidental use in conjunction with physical therapy, chiropractic care or other medical, therapeutic use, shall be a permitted use. Notwithstanding anything to the contrary in this Article 39A, and provided it is located at least one hundred and fifty (150) feet from the Demised Premises, a bar, tavern, family amusement arcade, billiards room, pool hall, live entertainment facility, stage production(s) facility and video game room shall be a permitted use in the Shopping Center. Restaurants are a permitted use in the Shopping Center, provided they are located no less than ^{two} hundred and fifty (250) feet from the Demised Premises with liquor sales not to exceed forty percent (40%) of total sales and provided that such restaurant shall not exceed five thousand (5,000) square feet. ~~of total sales and provided that such restaurant shall not exceed five thousand (5,000) square feet.~~ of total sales and provided that such restaurant shall not exceed seven thousand five hundred (7,500) square feet. 

B. As used herein, "non-retail facility" includes, but is not limited to, professional space and offices (except as is incidental to a retail operation), warehousing operations, offices, meeting halls, an office building or place for office usage of any nature, and a meeting hall or place for private clubs or organizations. However, twenty percent (20%) of the gross leasable area of the Shopping Center, excluding the gross leasable area of the Demised Premises, and the inducement tenant, may be used for retail oriented office space commonly permitted in shopping centers such as realtor, dental, medical, travel agency, and banks.

C. As used herein, "hazardous or undesirable facility" includes but is not limited to, gas stations (except for existing leases, replacements thereof, or continuation of an existing type business in the same premises) motorcycle shops (service), gun shops, pawn shops, flea markets, second hand merchandise operations, consignment operations, adult book or adult video stores, or other businesses which sell or display pornographic material or operates businesses that are unsuitable for children to visit and patronize, industrial or manufacturing uses, automobile, boat or trailer sales, or any use where inventory is stored or displayed in the Parking Areas of the Shopping Center. Notwithstanding the foregoing, first class second hand merchandise operations and first class consignment operations shall be permitted uses in the Shopping Center. It is agreed between the parties that Parking Areas and other Common Facilities should not be burdened by either large scale or protracted use which is often associated with many of the above prohibited uses.

Landlord further agrees that, in the event of a violation of the prohibited uses for a period of sixty (60) days after notice from Tenant to Landlord, Tenant's rent due under of this Lease (both Minimum Guaranteed Rental and Percentage Rental) shall be reduced to three percent (3%) of Gross Receipts until such time as such noncompliance is cured. The amount of reduction in percentage rent shall be based upon the proportion that the number of days the noncompliance exists bears to the total number of days in the Lease Year.

1
2
3 **BIG LOTS**

4 LEASE DATED OCTOBER 21, 1996, AS AMENDED

5 EXCLUSIVE, LEASE, SECTION 4, PAGE 3:

Landlord agrees that during the Original Term of this Lease or any Option Term(s) it will not lease space to any other tenant whose primary business is that of operating a Competing Business. A Competing Business refers to any general merchandise discounter, liquidator, closeout store, or dollar store operation. This restriction shall not apply to any lease in the Shopping Center in existence as of the execution hereof, or to any future lease with Family Dollar or Dollar General. The obligation of Landlord contained herein shall expire if Tenant discontinues conducting the use described in the first paragraph of this Article 4 as the primary use within the Demised Premises for a period of more than sixty (60) days, except for periods caused by the remodeling or repair of the premises.

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7
8
9 **BP PRODUCTS NORTH AMERICA**

10 LEASE DATED MAY 25, 1982, AS AMENDED

11 EXCLUSIVES, LEASE, SECTION 41, PAGE 22:

41. **Exclusive Use:**

Lessor covenants and agrees that the Premises shall be the only retail gasoline outlet permitted in the Shopping Center.

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13
14
15 **CHASE BANK - NONE**

16 LEASE DATED

17
18 **CHASE NAILS - NONE**

19 LEASE DATED 04/29/2012, AS AMENDED

20
21 **CITIGROUP - NONE**

22 LEASE DATED 02/25/1983, AS AMENDED

23
24 **CITY OF COCONUT CREEK - NONE**

25 LEASE DATED 11/07/2014

1 COCONUT CREEK ACADEMY - NONE
2 LEASE DATED 08/10/2009

3
4
5 COCONUT CREEK DENTAL
6 LEASE DATED MAY 20, 1982, AS AMENDED
7 EXCLUSIVE, FIRST AMENDMENT, PARAGRAPH 6:

8 6. The Landlord and Tenant hereby agree to add to Section 4.01 the
9 following: Landlord hereby grants unto Tenant (as long as the
10 Tenant is not in default of this Lease) an exclusive right to
11 operate Dentist offices within the Shopping Center.

12 COCONUT CREEK PODIATRY ASSOC.
13 LEASE DATED AUGUST 27, 1998, AS AMENDED
14 EXCLUSIVE, SECOND AMENDMENT & EXTENSION OF LEASE DATED FEB. 11, 2010, PARA. 17, PAGES 5-6:

15 17. AMENDMENT TO LEASE. As of the Effective Date, Paragraph 4 for of the Addendum to
16 Lease and any and all reference or inference in the Lease to exclusive use are hereby deleted in its
17 entirety and replaced in its stead with the following:

18 "Provided Tenant is not in default under the Lease beyond applicable notice and grace periods and so long
19 as Tenant is open and operating and is engaged in a business in strict accordance with the permitted Use,
20 Landlord agrees, during such period that Tenant is so in compliance with the foregoing, that Landlord will
21 not lease space in the Shopping Center (as same is depicted on Exhibit A attached to the Lease) to a tenant
22 whose primary use shall be the operation of a business specializing in podiatry and orthotics (herein
23 "Competing Tenant"). In the event Tenant violates its permitted Use clause at any time during the Term,
24 then the provisions of this Section shall immediately become null and void and of no further force or effect
25 notwithstanding any subsequent compliance by Tenant with said permitted Use clause.

26 Notwithstanding the above, Landlord shall not be in violation of this provision (i) if the
27 Competing Tenant is operating in violation of the terms of its lease or operating agreement (a "Renegade
28 Tenant"); or (ii) if another tenant is using their premises for the sale of items that are only ancillary or
29 incidental to such tenant's primary use.

30 This Section shall be of no further force or effect in the event (i) any action or proceeding is
31 commenced against Landlord under a federal or state anti-trust law or similar statute based on the foregoing
restriction and Tenant, after written notice, fails to prosecute such action and indemnify Landlord as
required above or (ii) the restriction is held to be invalid or illegal by any court, statute or agency or is
deemed to be contrary to public policy. If the restriction is held to be invalid, the balance of the Lease shall
remain in full force and effect including without limitation, Tenant's indemnification contained herein.

The parties agree that the exclusive granted herein shall not apply to: (i) any currently existing
leases, nor to any renewals or extensions of such leases ("Existing Leases"); (ii) any successors, assigns or
replacements tenants using or occupying the premises under any Existing Leases; (iii) any relocations under
any Existing Leases; (iv) any tenant or occupant using or occupying more than ten thousand (10,000) square
feet in the Shopping Center."

15
16
17 FAITH LAUNDRY & DRY CLEANING - NONE
18 LEASE DATED FEBRUARY 12, 2015

19
20
21 GNC
22 LEASE DATED JUNE 20, 1996, AS AMENDED
23 EXCLUSIVE, LEASE, ARTICLE 34, PAGE 31-32:

ARTICLE 34 - COMPETING BUSINESS

24 Landlord agrees that during the Lease Term it will not lease space to any
other tenant of the Shopping Center whose primary business is the retail sale of
any of the following: vitamins, mineral supplements, products specifically

intended for weight gain, diet and weight loss products, and so-called "sports
nutrition supplements. This restriction shall not apply to any anchor tenant
(being a tenant leasing or an outparcel owner occupying 7,500 square feet or more
of area). The obligation of Landlord contained herein shall expire on the
earlier to occur of the following: (i) upon any default by Tenant under any of
the terms of this Lease; or (ii) if Tenant discontinues conducting the use
described in the first sentence of this paragraph as the primary use within the
Premises for a period of more than sixty (60) days, except for periods caused by
the remodeling or repair of the Premises.

25
26
27
28 GOLDEN KRUST - NONE
29 LEASE DATED 04/14/2011

1 H&R BLOCK
2 LEASE DATED DECEMBER 1, 1998, AS AMENDED
3 EXCLUSIVE, LEASE, SECTION 1.11, PAGE 5:

4 1.11 "Use". Tenant shall use the Premises solely for the following
5 purpose and none other whatsoever Tenant shall have exclusive use and
6 right to operate said demised premises solely for tax return
7 preparation and related services, except for a Certified Public
8 Accountant office not greater than 1,200 square feet.

9 HAIR CUTTERY - NONE
10 LEASE DATED 04/25/2000

11 HOLY CROSS MEDICAL GROUP - NONE
12 LEASE DATED 2/3/1999

13 METRO PCS
14 LEASE DATED 12/31/2014
15 EXCLUSIVE, LEASE, SECTION 22.11, PAGES 34- 35:

16 Section 22.11. Exclusive Use.

17
18 Provided Tenant is not in default under this Lease beyond applicable notice and grace periods and so
19 long as Tenant is open and operating and is engaged in a business in strict accordance with the
20 Permitted Use, Landlord agrees, during such period that Tenant is so in compliance with the foregoing,
21 that Landlord will not lease space in the Shopping Center (as same is depicted on Exhibit A attached
22 hereto) to tenants named Boost Mobile®, Boost Unlimited and Cricket® (herein "Competing Tenant").
23 In the event Tenant violates its Permitted Use clause at any time during the Lease Term (or options, if
24 any), then the provisions of this Section shall immediately become null and void and of no further force
25 or effect notwithstanding any subsequent compliance by Tenant with said Permitted Use clause.
26

27 Notwithstanding the above, Landlord shall not be in violation of this provision (i) if the Competing
28 Tenant is operating in violation of the terms of its lease or operating agreement (a "Renegade
29 Tenant"); or (ii) if another tenant is using their premises for the sale of items that are only ancillary or
30 incidental to such tenant's primary use.
31

32 The parties agree that the exclusive granted herein shall not apply to: (i) any currently existing leases,
33 nor to any renewals or extensions of such leases ("Existing Leases"); (ii) any successors, assigns or
34 replacements tenants using or occupying the premises under any Existing Leases; (iii) any relocations
35 under any Existing Leases; (iv) any tenant or occupant using or occupying more than ten thousand
36 (10,000) square feet in the Shopping Center.
37

38
39 NEXT LEVEL HAIR STUDIO - NONE
40 LEASE DATED 05/29/13

41
42 PLANET FITNESS-
43 LEASE DATED 01/28/14
44 EXCLUSIVE, SECTION 22.12:

45
46 Provided Tenant is not in default under this Lease beyond applicable notice and grace periods and so
47 long as Tenant is open and operating and is engaged in a business in strict accordance with the
48 Permitted Use, Landlord agrees, during such period that Tenant is so in compliance with the foregoing,
49 that Landlord will not lease space in the Shopping Center (as same is depicted on Exhibit A attached
50 hereto) to a tenant whose primary use shall be the operation of a gym/health club (herein "Competing
51 Tenant").
52

53 The parties agree that the exclusive granted herein shall not apply to: (i) any currently existing leases,
54 nor to any renewals or extensions of such leases with the same permitted use as was in such existing
55 lease as of the date hereof ("Existing Leases"); (ii) any successors, assigns or replacements tenants
56 using or occupying their premises under an Existing Lease; (iii) any relocations under an Existing Lease;
57 (iv) a yoga studio; (v) karate or other martial arts studio; (vi) a dance studio.
58

59 POSTAL CENTER OF COCONUT CREEK - NONE
60 LEASE DATED 06/17/2009, AS AMENDED

61
62
63 PUBLIX
64 AMENDED AND RESTATED LEASE DATED JULY 25, 2000, AS AMENDED
65 EXCLUSIVE, LEASE, SECTION 16.02, PAGES 23-24

16.02 Exclusive Uses.

1 (a) Exclusive Uses. Landlord covenants and agrees that during the Term, and subject to the rights of other tenants in the Shopping Center under leases in existence prior to the date of this Lease as the same may be extended from time to time, Tenant shall have the exclusive right within the Shopping Center to: (i) operate a grocery supermarket, bakery, delicatessen, fish market, and on-premises photo 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.

2 (b) Exceptions to Exclusive Uses. The terms and
3 provisions of Paragraph 16.02(a) of this Lease, entitled "Exclusive
4 Uses", to the contrary notwithstanding, occupants of the Shopping
5 Center, as well as occupants of adjacent property which may
6 otherwise be restricted pursuant to the terms and provisions of
7 Paragraph 18.01 of this Lease, entitled "Adjacent Property
8 Restrictions", shall not be prohibited from engaging in the
9 operation of: (i) a sit down or fast food restaurant offering
10 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 purposes; (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.

RESTRICTIONS, LEASE, SECTION 16.03, PAGES 24-25:

16.03 Prohibited Uses.

6 (a) Unlawful or Nuisance Use. Tenant hereby covenants and agrees that it will not use the Premises for any unlawful purpose, or in any way which would constitute a legal nuisance to adjoining tenants in the Shopping Center.

7 (b) Specific Prohibited Uses. Subject to the rights
8 of other tenants in the Shopping Center under leases in existence
9 prior to the date of this Lease, Landlord and Tenant hereby
10 covenant and agree that neither the Premises, nor any other
premises in the Shopping Center shall be used for the following
"prohibited uses": a dry cleaning plant, cinema or theater,
skating rink, bowling alley, discotheque, dance hall, nightclub,
amusement gallery, pool room, adult entertainment facility, massage
parlor, adult book store, pin ball or electronic game room, a so-
called "head shop", funeral parlor, flea market, bingo parlor,
sale, rental or lease of automobiles, trucks, other motorized
vehicles, or trailers, or car wash. In addition, Landlord hereby
covenants and agrees that the location of any health spa, gymnasium
and/or cafeteria in the Shopping Center shall be subject to
Tenant's prior approval and that no other premises in the Shopping
Center located within 250 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.

REQUIRED IN ALL LEASES:

12. EXCLUSIVE

A. Provided Tenant fully and faithfully performs all of its covenants and obligations under this Lease prior to the expiration of any applicable notice and cure period, and provided Tenant continues to operate its permitted use in the Premises, Landlord agrees it will not lease any other stores in the Shopping Center for the retail sale of popular priced women's or junior's apparel. This exclusive shall not apply to: (i) any existing tenant or occupant of the Shopping Center (including their successors and/or assigns) that have the right to sell popular priced women's or junior's apparel as of the date hereof (a list of such exempted tenants, if any, is attached hereto as Exhibit "F"); (ii) any tenant or occupant whose premises consists of at least 19,000 square feet of gross leasable area operated by a single tenant under a single trade name, their successors, assigns, and/or replacements; (iii) the incidental sale of popular priced women's or junior's apparel from an area not to exceed the lesser of: 1,000 square feet, or 10% of such other tenant's retail sales area; (iv) Non-Competitive Retailers; and/or (v) Non-Competitive Merchandise. "Non-Competitive Retailers" are: (i) retailers such as (the) Gap, Old Navy, Peebles; and (ii) higher price-point and up market retailers such as by way of example Abercrombie & Fitch, Aeropostale, American Eagle, Outfitters, Ann Taylor, (the) Buckle, Caché, Chico's, Coldwater Creek, Dress Barn, J. Crew, Maurices, PacSun, Talbots, and Urban Outfitters. "Non-Competitive Merchandise" means: (i) ladies apparel suitable for a business and/or business casual work environment; (ii) sportswear and/or (iii) brand-name designer apparel. Provided Landlord has such discretion, Landlord agrees that it will not modify or amend any existing lease, or otherwise consent to a change in use, the effect of which would allow such existing tenant (or its successors and/or assigns) to violate Tenant's exclusive hereunder. As used herein, the term "successors" means those persons or entities that take over and continue the role or position of such existing tenant, such as, by way of example only, a successor by virtue of a sale, purchase, merger, tender offer, reorganization, restructure, and/or bankruptcy.

B. In the event any premises (other than the Premises) shall be leased or occupied for a competing use in violation of the provisions hereof, then Tenant shall notify Landlord of such violation. If such violation is not removed or terminated within thirty (30) days of Tenant's notice, Tenant shall thereafter have the option of paying to Landlord Substitute Rent (as that term is defined in Article 53 hereof) in lieu of the Minimum Rent. Tenant's right to pay Substitute Rent shall cease as of the date that such exclusive use violation is no longer in effect, and Tenant shall immediately be liable for the full payment of Minimum Rent from that date forward. In addition, in the event that such violation is not cured within 60 days of Tenant's notice, then Tenant shall have the right to terminate this Lease at anytime thereafter upon written notice to the Landlord until the violation is so cured.

C. In the event that another tenant or occupant of the Shopping Center violates Tenant's exclusive rights hereunder in violation of its lease, then Tenant shall notify Landlord of such violation; and Landlord shall make commercially reasonable efforts to halt such violation. If, notwithstanding such efforts the competing use is not removed or terminated within 60 days of Tenant's notice (hereinafter, the "Rogue Tenant Remedy Period"), then at anytime thereafter until such violation ceases, Tenant shall have the right to terminate this Lease upon written notice to Landlord. If the competing use shall be removed or terminated prior to effective date of said termination, then such termination shall be null and void and this Lease shall continue in full force and effect. In the event that the Landlord commences an action (within the meaning of applicable

state law) in a court of competent jurisdiction during the 60 day Rogue Tenant Remedy Period seeking to halt such violation, then the Rogue Tenant Remedy Period automatically shall be extended for period of 180 days from the date such action is so commenced.

SUBWAY

LEASE DATED SEPTEMBER 21, 1982, AS AMENDED:

EXCLUSIVE, LEASE, SECTION 4.01, PAGE 8:

Landlord grants Tenant the exclusive right within the shopping center to operate a business primarily engaged in the sale of sub sandwiches.

TEAM CREEK MARTIAL ARTS (ASSIGNED FROM LAVALLEE'S USA BLACK BELT CHAMPIONSHIP)

LEASE DATED MAY 1, 2004, AS AMENDED

EXCLUSIVES, LEASE, SECTION 22.10, PAGE 27:

Section 22.10. Exclusive.

Provided Tenant is not in default under this Lease beyond applicable notice and grace periods and so long as Tenant is open and operating and is engaged in a business in strict accordance with the Permitted Use, Landlord agrees, during such period that Tenant is so in compliance with the foregoing, that Landlord will not lease space in the Shopping Center (as same is depicted on Exhibit A attached hereto) to a tenant whose primary use shall be the operation of a martial arts studio engaged in the instruction of Kenpo, Karate, Kungfu, Jin Jitsu, Judo, weapons trailing, Krav Maga or any other style of martial arts or self-defense training (herein "Competing Tenant").

This Section shall be of no further force or effect in the event (i) any action or proceeding is commenced against Landlord under a federal or state anti-trust law or similar statute based on the foregoing restriction and Tenant, after written notice, fails to prosecute such action and indemnify Landlord as required above or (ii) the restriction is held to be invalid or illegal by any court, statute or agency or is deemed to be contrary to public policy. If the restriction is held to be invalid, the balance of this Lease shall remain in full force and effect including without limitation, Tenant's indemnification contained herein.

The parties agree that the exclusive granted herein shall not apply to any currently existing leases or to any tenant using or occupying more than twenty thousand (20,000) square feet in the Shopping Center.

1
2
3 THE MEDICAL CENTER -- NONE
4 LEASE DATED 3/17/1998

5
6 WACHOVIA BANK/WELLS FARGO
7 LEASE DATED AUGUST 6, 1982, AS AMENDED:

8 EXCLUSIVE, THIRD AMENDMENT, DATED 08/04/94, SECTION 2, PAGE 1:

2. Use. Paragraph 8 of the Lease shall be deleted in its entirety and the following new Paragraph 8 shall be substituted, as follows:

8. Use:

The Premises shall be used by the Lessee only for the operation of a financial institution and related services and no other use without the prior written consent of Lessor, which consent shall not be unreasonably withheld or delayed. Notwithstanding the above, the Premises may be used for other purposes, provided that such purposes do not conflict with exclusivity provisions now existing in leases of other "in line" or out-parcel tenants of the Shopping Center. The Lessee recognizes that Lessor shall have the right to lease or sell to one other savings and loan institution and one commercial bank on the out-parcel locations within the Shopping Center and to lease to two (2) other savings and loans "in line" in the Shopping Center, except notwithstanding the foregoing, Lessee has agreed on a one-time basis to permit one additional lease, sublease, assignment or sale to CenTrust Savings Bank, or its successor by merger, upon the out-parcel locations within the Shopping Center as set forth in that certain agreement between CenTrust Savings Bank and Business Cards Tomorrow, Inc., formerly known as The Good Taco Corporation, dated December 24, 1986, and its amendments, supplements, assignments, modifications and attachments entered into on or before August 6, 1987. Additionally, notwithstanding the foregoing, Lessee hereby consents to the use and occupancy of Outparcel Pad F of Coconut Creek Plaza (with street address of 4903 Coconut Creek Parkway, Coconut Creek, Florida), currently being occupied by California Federal - Broward under the terms of the lease between Broward Federal Savings and Loan Association and Coconut Creek Plaza Associates dated May 21, 1982 (and its amendments, supplements, assignments, modifications and attachments), by NationsBank, N.A., a national banking association. Further, Lessee agrees that such use and occupancy by NationsBank, N.A. shall not constitute a violation of this Paragraph 8. Lessor covenants and agrees that it will not enter into any other leases for the use thereof as a financial institution except as provided for above, and that Lessee's waiver is a one-time waiver specific to NationsBank, N.A. only. Anything to the contrary notwithstanding, Lessee shall have the right to assign the Lease to another financial institution which has been chartered by the state or federal government or any subdivisions thereof, whether a savings and loan or commercial bank. Out-parcel locations for the purposes of this Paragraph shall be as cross-hatched on Exhibit "C" of this Lease. The aforesaid notwithstanding, the inducement tenant, as per Article #43, may install one or more automatic teller machines serving several financial institutions.

9
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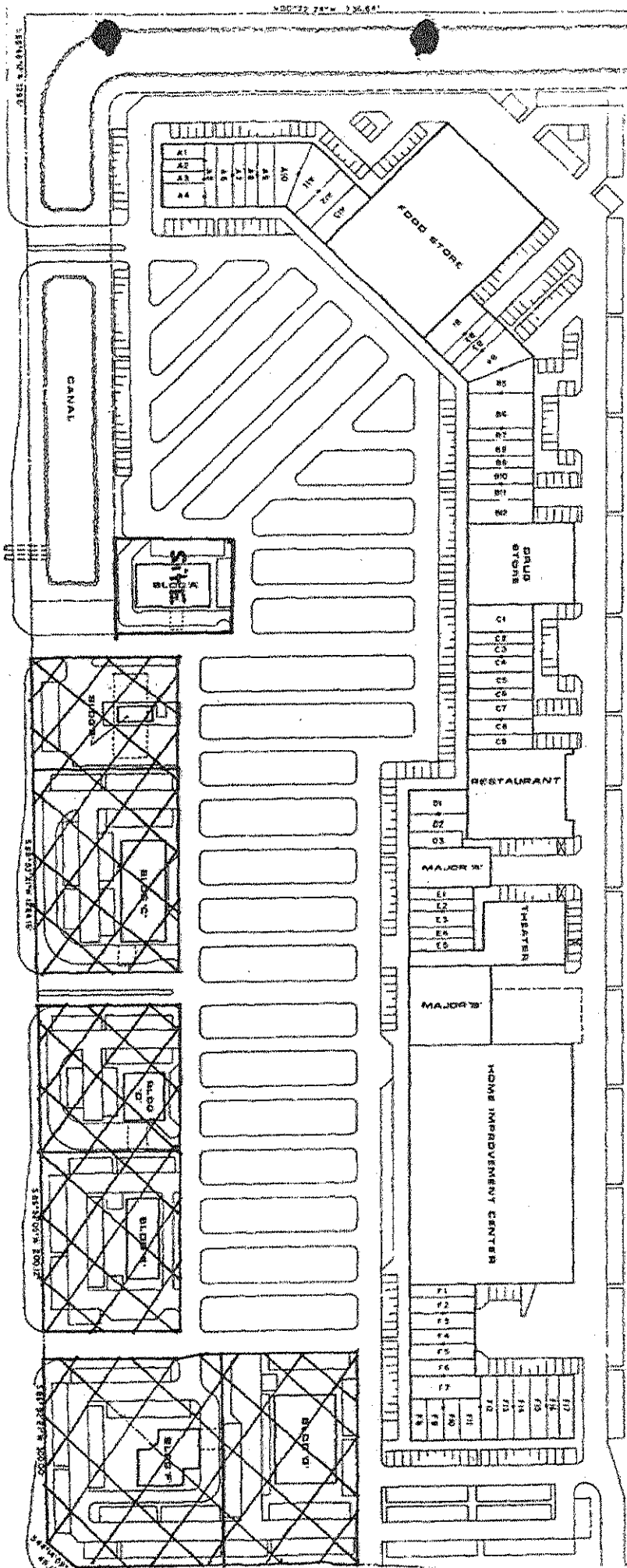


EXHIBIT "C"

LEASING PLAN
 SCALE IN FEET
 COCONUT CREEK PLAZA



- 1
- 2
- 3
- 4
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- 7

ZERO GRAVITY - NONE
 LEASE DATED 08/20/2012

1
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EXHIBIT G
ADDITIONAL RENT SCHEDULE
PURSUANT TO SECTION 22.12

me

Total Amount: \$526,611.26

4
5
6

Month	Balance
1	\$ 522,222.83
2	\$ 517,834.41
3	\$ 513,445.98
4	\$ 509,057.55
5	\$ 504,669.12
6	\$ 500,280.70
7	\$ 495,892.27
8	\$ 491,503.84
9	\$ 487,115.42
10	\$ 482,726.99
11	\$ 478,338.56
12	\$ 473,950.13
13	\$ 469,561.71
14	\$ 465,173.28
15	\$ 460,784.85
16	\$ 456,396.43
17	\$ 452,008.00
18	\$ 447,619.57
19	\$ 443,231.14
20	\$ 438,842.72
21	\$ 434,454.29
22	\$ 430,065.86
23	\$ 425,677.44
24	\$ 421,289.01
25	\$0.00

7
8

September 4, 2020

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

NOTICE OF RENTAL RATE

Ms. Carol Hylton, President/CEO
CareerSource Broward
2890 W. Cypress Creek Rd
Ft. Lauderdale, FL 33309

Re: Lease No. 000:1656-14, Ft. Lauderdale
Lease No. 000:1659-10, Hollywood

Dear Ms. Hylton:

This is to inform you that the base rental rate for FY 2020/2021 at the above referenced location will increase from \$10.94/square foot to \$13.98/square foot effective November 1, 2020. A rate increase is necessary to ensure that sufficient revenue is available to cover the costs of operating and maintaining department-owned buildings (i.e. utilities, janitorial services, maintenance and repairs, landscaping, building insurance, etc.).

This letter should be placed in your lease file for all leases with the Department of Economic Opportunity. If you have any questions, please contact me, at (850) 245-7469.

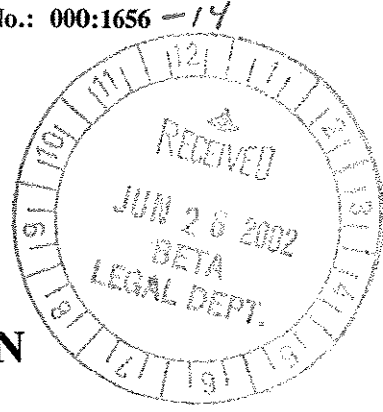
Sincerely,



Ramone L. Smith, Chief
Bureau of General Services

RS/mg

cc: Ms. Susan Lincoln



STATE OF FLORIDA

AGENCY FOR WORKFORCE INNOVATION
LEASE AGREEMENT

THIS LEASE AGREEMENT, entered into this 21st day of JUNE 2002, A.D., between the State of Florida, Agency for Workforce Innovation, party of the first part, hereinafter called the Lessor whose Federal Identification Number (F.E.I.D. or S.S.) is NA, and the

Broward Workforce Development Board, Inc

party of the second part, hereinafter called the Lessee,

WITNESSETH:

That the Lessor, for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the Lessee, has demised and leased to the Lessee, for the term and under the conditions hereinafter set out, those certain premises in the

Fort Lauderdale (Reed Act) Building Fort Lauderdale 32202 Broward
(Name of Building) (City) (Zip Code) (County)

Florida, described as follows:

All net rentable office space in Buildings 2530 (6,732 SF), 2600 (2,380 SF), 2610 (7,182 SF), 2680 (1,800 SF), and all net rentable office space in Building 2626 (18,858 SF) minus 4,318 SF of space occupied on the second floor of Building 2626 by Unemployment Compensation Appeals in the Fort Lauderdale (Reed Act) Building, said buildings located at 2530, 2600, 2610 and 2680 West Oakland Park Boulevard, Fort lauderdale, Florida 32202

which shall constitute an aggregate area of 32,554 square feet of net rentable space, at the rate of Seven and 95/100 dollars (\$7.95) per square foot per year. The Lessor shall also provide 170 parking spaces for the non-exclusive use of the Lessee as part of this lease agreement.

I TERM

TO HAVE AND TO HOLD the above described premises for a term commencing on the 1st day of July, 2002, to and including until canceled by either party pursuant to Article XXI.

II RENTALS

The Lessor hereby leases to the Lessee and the Lessee hereby leases from the Lessor the above described premises for the term set out in this lease and the Lessee agrees to pay the Lessor the sum of Twenty One Thousand Five Hundred Sixty Seven and 03/100 (\$21,567.03) per month for the rental period described in Article I of this lease. The rent for any fractional part of the first month shall be prorated. The rent shall be payable, in advance, by the 5th of the month of occupancy. The rentals shall be paid to the Lessor at the following address:

Agency for Workforce Innovation, Office of Investment and Accountability, Attn: Financial Management, Caldwell Building, 107 East Madison Street, Tallahassee, Florida 32399.

III HEATING, AIR CONDITIONING AND JANITOR SERVICES

1.a. The **Lessor** agrees to furnish to the Lessee heating and air conditioning equipment and **Lessor** agrees to maintain same in satisfactory operating condition at all times for the leased premises during the term of the lease at the expense of the **Lessor**. **Specifics are noted in Addendum I.**

IV LIGHT FIXTURES

1.a. The **Lessor** agrees to install in the demised premises light fixtures for the use of the Lessee.

b. The **Lessor** shall be responsible for replacement of all bulbs, lamps, tubes and starters used in such fixtures for the purpose of furnishing light.

V MAINTENANCE AND REPAIRS

1. The **Lessor** shall provide for interior maintenance and repairs in accordance with generally accepted good practices, including repainting, the replacement of worn or damaged floor covering and repairs or replacement of interior equipment as may be necessary due to normal usage. The Lessee shall, during the term of this lease, keep the interior of the demised premises in as good a state of repair as it is at the time of the commencement of this lease, reasonable wear and tear and unavoidable casualties excepted.

2. The **Lessor** shall maintain and keep in repair the exterior of the demised premises during the term of this lease and shall be responsible for the replacement of all windows broken or damaged in the demised premises, except such breakage or damage caused to the exterior of the demised premises by the Lessee, its officers, agents or employees.

3. The **Lessor** shall maintain the interior and exterior of the demised premises including grounds and parking area so as to conform to all applicable health and safety laws, ordinances and codes which are presently in effect and which may subsequently be enacted during the term of this lease and any renewal periods.

4. The **Lessor** agrees to furnish pest control services for the leased premises during the term of the lease at the expense of the **Lessor**.

VI UTILITIES

That the **Lessor** will promptly pay all gas, water, sewer, solid waste, power and electric light rates or charges which may become payable during the term of this lease for the gas, water, sewer and electricity used and disposal of solid waste generated by the Lessee on the premises.

VII HANDICAPPED STANDARDS AND ALTERATIONS

1. The **Lessor** agrees that the demised premises now conform, or that, prior to Lessee's occupancy, said premises shall, at **Lessor's** expense, be brought into conformance with the requirements of Florida's Americans with Disabilities Accessibility Implementation Act, Sections 553.501 - 553.513, Florida Statutes, providing requirements for persons with disabilities and with the requirements of Public Law 101-336, enacted July 26, 1990, effective January 26, 1992, known as the "Americans with Disabilities Act", 42 U.S.C. ss. 12101 et seq., and the regulations promulgated thereunder.

2. *If any part of the demised premises is found to not be in compliance with the aforementioned laws, Lessor will be provided the opportunity to secure funding, via legislation, if necessary, to bring into compliance.*

That the Lessee shall have the right to make any alterations in and to the demised premises during the term of this lease upon first having obtained the written consent thereto of the **Lessor**. The **Lessor** shall not capriciously withhold the consent to any such alterations.

VIII INJURY OR DAMAGE TO PROPERTY ON PREMISES

That all property of any kind that may be on the premises during the continuancy of this lease shall be at the sole risk of the Lessee, and except for any negligence of the Lessor, the Lessor shall not be liable to the Lessee or any other person for any injury, loss or damage to property or to any person on the premises.

IX FIRE AND OTHER HAZARDS

1. In the event that the demised premises, or the major part thereof, are destroyed by fire, lightning, storm or other casualty, the Lessor at its option may forthwith repair the damage to such demised premises at its own cost and expense. The rental thereon shall cease until the completion of such repairs and the Lessor will immediately refund the pro rata part of any rentals paid in advance by the Lessee prior to such destruction; should the premises be only partly destroyed, so that the major part thereof is usable by the Lessee, then the rental shall abate to the extent that the injured or damaged part bears to the whole of such premises and such injury or damage shall be restored by the Lessor as speedily as is practicable and upon the completion of such repairs, the full rental shall commence and the lease shall then continue the balance of the term.

2. The Lessor shall provide for fire protection during the term of this lease in accordance with the fire safety standards of the State Fire Marshal. The Lessor shall be responsible for maintenance and repair of all fire protection equipment necessary to conform to the requirements of the State Fire Marshal.

3. The Lessor certifies, *to the best of his/her knowledge*, that no asbestos was used in the construction of the demised premises or that if asbestos was used, actions have been completed to correct the hazards caused by the use of asbestos.

4. The Lessor certifies that if any radon is present, it is at a measurement level less than 4 PCI/L.

X EXPIRATION OF TERM

At the expiration of the term, the Lessee will peaceably yield up to the Lessor the demised premises in good and tenantable repair. It is understood and agreed between the parties that the Lessee shall have the right to remove from the premises all personal property of the Lessee and all fixtures, machinery, equipment, appurtenances and appliances placed or installed on the premises by it, provided the Lessee restores the premises to as good a state of repair as they were prior to the removal.

XI SUBLETTING AND ASSIGNMENT

The Lessee shall have the right to sublet all or any part of the demised premises. **The following terms and conditions shall apply:**

1. **The participating One-Stop partners shall not occupy the leasehold subject to a sublease, but pursuant to the memorandum of understanding, including the cost allocation formula, which has been negotiated between the partners.**

2. **Except as set forth above, upon obtaining the written consent of the Lessor, which written consent shall not capriciously be withheld, the Lessee shall have the right to sublet only that space that is not required for the WIA/One-Stop programs and activities. When subletting to a sublessee where no cost sharing is contemplated by law, rental charges may be fair market value, provided that any related income is used for permissible program (WIA) purposes.**

3. **Space shall be subleased only for activities that associated with the WIA/One-Stop program and other activities that are primarily for a public purpose. Any sublease shall be subject to these restrictions and shall contain language restricting the permissible uses of the property to: 1) WIA/One-Stop programs; and 2) Activities that are primarily for a public purpose.**

XII NOT CONSENT TO SUE

The provisions, terms or conditions of this lease shall not be construed as a consent of the State of Florida to be sued because of said lease hold.

XIII WAIVER OF DEFAULTS

The waiver by the Lessor of any breach of this lease by the Lessee shall not be construed as a waiver of any subsequent breach of any duty or covenant imposed by this lease.

XIV RIGHT OF LESSOR TO INSPECT

The Lessor, at all reasonable times, may enter into and upon the demised premises for the purpose of viewing the same and for the purpose of making any such repairs as they are required to make under the terms of this lease.

XV BREACH OF COVENANT

These presents are upon this condition, that, except as provided in this lease if the Lessee shall neglect or fail to perform or observe any covenant herein contained, which on the Lessee's part is to be performed, and such default shall continue for a period of thirty (30) days after receipt of written notice thereof from the Lessor to the Lessee, then the Lessor lawfully may, immediately, or at any time thereafter, and without further notice or demand, enter into and upon the demised premises, or any part thereof, and repossess the same as of their former estate and expel the Lessee and remove its effects forcefully, if necessary, without being taken or deemed to be guilty of any manner of trespass and thereupon this demise shall terminate but without prejudice to any remedy which might otherwise be used by the Lessor for arrears of rent or for any breach of the Lessee's covenants herein contained.

XVI ACKNOWLEDGMENT OF ASSIGNMENT

That the Lessee upon the request of the Lessor shall execute such acknowledgment or acknowledgments, or any assignment, or assignments, of rentals and profits made by the Lessor to any third person, firm or corporation, provided that the Lessor will not make such request unless required to do so by the Mortgagee under a mortgage, or mortgages executed by the Lessor.

XVII TAXES, INSURANCE AND COMMISSIONS

1. Lessor shall pay all fire insurance premiums on the demised premises. Lessor shall not be liable to carry fire insurance on the person or property of the Lessee or any other person or property which may now or hereafter be placed in the demised premises.

XVIII AVAILABILITY OF FUNDS

The State of Florida's and Lessee's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. F.S. 255.2502.

XIX USE OF PREMISES

The Lessee will not make or suffer any unlawful, improper or offensive use of the premises or any use or occupancy thereof contrary to the laws of the State of Florida or to such Ordinances of the City and/or County in which the demised premises are located, now or hereinafter made, as may be applicable to the Lessee.

XX RENEWAL

NA.

XXI RIGHT TO TERMINATE

a. The Lessor or Lessee shall have the right to terminate for any reason, without penalty, with a *One hundred Eighty (180)* day written notice to the other party, by certified mail, return receipt requested.

XXII RENTAL CHARGES

Increase to the rental rate may occur due to the operating and maintenance expenses. Lessor reserves the right to increase the rental rate based on these expenses and will provide the Lessee thirty (30) days advanced written notice.

XXIII NOTICES AND INVOICES

All notices required to be served upon the Lessor shall be served by Registered or Certified Mail, Return Receipt Requested, at

Agency for Workforce Innovation,
Leasing Office, Caldwell Building, 107 East Madison Street, Tallahassee, Florida 32399-2250
(Street) (City) (Zip Code)

and all notices required to be served upon the Lessee shall be served by Registered or Certified Mail, Return Receipt Requested, at the address of the Lessee at

Workforce One, 3800 Inverrary Blvd., Suite 400, Lauderhill, FL 33319
(Street) (City) (Zip Code)

Invoices, in triplicate, shall be submitted monthly to: NA

XXIII DEFINITION OF TERMS

- (a) The terms "lease," "lease agreement," or "agreement" shall be inclusive of each other and shall also include any renewals, extensions or modifications of this lease.
- (b) The terms "Lessor" and "Lessee" shall include the successors and assigns for the parties hereto.
- (c) The singular shall include the plural and the plural shall include the singular whenever the context so requires or permits.

XXIV ADDITIONAL TERMS



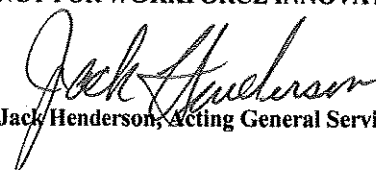

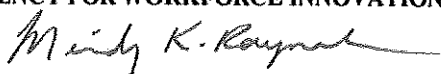
(Check One)

All additional covenants or conditions appear on attached Addendum(s) I, II.

No additional covenants or conditions form a part of this lease.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose herein expressed, the day and year above written.

ORIGINAL SIGNATURES REQUIRED ON ALL COPIES

<p>Signed, sealed and delivered in the presence of:</p> <p><i>L. SCHUMAKER</i> </p> <p> <i>Becky Parramore</i></p> <p>AS TO Jack Henderson, Acting General Services Officer</p>	<p>LESSOR: STATE OF FLORIDA, AGENCY FOR WORKFORCE INNOVATION</p> <p>BY:  Jack Henderson, Acting General Services Officer</p>
<p>Signed, sealed and delivered in the presence of:</p> <p><i>Dave Yarnall</i> <i>Eleanor J. Oliva</i></p> <p>AS TO Mason Jackson, Executive Director</p>	<p>LESSEE: Broward Workforce Development Board</p> <p>By:  Mason Jackson, Executive Director</p>
<p>APPROVED AS TO FORM AND LEGALITY, SUBJECT ONLY TO FULL AND PROPER EXECUTION BY THE PARTIES. GENERAL COUNSEL AGENCY FOR WORKFORCE INNOVATION</p> <p>By:  Mindy K. Raymaker, Deputy General Counsel</p> <p>Approval Date</p>	<p> </p>

Addendum I
Lease 000:1656; Fort Lauderdale
Responsibilities
Part I
Effective July 1, 2002

The Lessor will retain the following maintenance responsibilities:

1. Real Property Insurance, Real Property Liability Insurance and Real Property Fire Insurance
2. Fixed Capital Outlay (Legislative Requests)
3. HVAC – compressor and air handler replacement
4. Roof Repairs
5. Environmental Issues
6. Parking Maintenance (Does not include sweeping or trash removal)
7. Facility Inspections Semi-annually:
 - a. Roof inspection
 - b. Parking Lot (surfacing, stripping, wheel stops, lighting & etc.)
 - c. Exterior envelope.
 - d. Interior, plumbing fixtures, air-handlers and electrical systems.
 - e. Consult with RWB concerning fixed capital outlay improvements.
8. Janitorial Services
9. Janitorial Supplies (toilet tissue, paper towels, soap, etc.)
10. Pest Control
11. Security Services (guards and alarm system/monitoring)
12. Waste Management
13. Electrical Utilities
14. Water and Sewer
15. Daily Electrical Repairs (light fixtures, power outlets, light switches, electrical panel breakers)
16. Plumbing repairs (water closets, lavatories, sinks, water fountains, interior water piping and related valves)
17. Lawn Maintenance and Sprinkler Systems, including water supply well pumps
18. HVAC maintenance (heat, ventilation, air conditioning)
19. Fire Alarm System, including fire alarm components, sprinkler piping and heads and fire extinguishers
20. Tangible property insurance to be handled by respective tangible property owner(s).

LESSOR:

STATE OF FLORIDA,
AGENCY FOR WORKFORCE INNOVATION

BY: 

Jack Henderson, Acting General Services Officer

LESSEE:

Broward Workforce Development Board

By: 

Mason Jackson, Executive Director

Addendum II
Lease 000:1659; Fort Lauderdale
Responsibilities
Part 2
Effective July 1, 2002

With concurrence of both parties, in the event that both Lessee and Lessor determine it to be in the best interest of the State of Florida, the Responsibilities indicated in paragraphs III, IV, V, VI and IX.2. may be assumed by Lessee with 180 days notice of such change.

*60
m.d.
JS*

As such, a modification of this lease, including Addendum I, or a new lease shall be executed to indicate the change in maintenance, janitorial and utility payment responsibilities

LESSOR:

**STATE OF FLORIDA,
AGENCY FOR WORKFORCE INNOVATION**

BY: *Jack Henderson*
Jack Henderson, Acting General Services Officer

LESSEE:

Broward Workforce Development Board

By: *Mason Jackson*
Mason Jackson, Executive Director



STATE OF FLORIDA

**AGENCY FOR WORKFORCE INNOVATION
LEASE AGREEMENT**

THIS LEASE AGREEMENT, entered into this 1st day of July, 2002, A.D., between the State of Florida, Agency for Workforce Innovation, party of the first part, hereinafter called the Lessor whose Federal Identification Number (F.E.I.D. or S.S.) is NA, and the

Broward Workforce Development Board

party of the second part, hereinafter called the Lessee,

WITNESSETH:

That the Lessor, for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the Lessee, has demised and leased to the Lessee, for the term and under the conditions hereinafter set out, those certain premises in the

<u>Hollywood (Reed Act) Complex</u>	<u>Hollywood</u>	<u>32204</u>	<u>Broward</u>
(Name of Building)	(City)	(Zip Code)	(County)

Florida, described as follows:

All net rentable office space (26,023 SF) excluding the Vocational Rehabilitation (VR) Rooms 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17 (2,589 SF) for a net space of 23,434 SF of office space in the Hollywood Reed Act Building, said Building located at 7550 Davie Road Extension, Florida 32204

which shall constitute an aggregate area of **23,434** square feet of net rentable space, at the rate of **Seven and 95/100 dollars (\$7.95)** per square foot per year. The Lessor shall also provide **all building** parking spaces (excluding thirteen (13) VR spaces) for the non-exclusive use of the Lessee as part of this lease agreement. Additionally, **through October 31, 2007, Lessor will continue to lease the parking area of the Prince of Peace Lutheran Church** located at 3100 North Avenue, Hollywood, Florida 33024, and this parking area is provided to Lessee for use.

I TERM

TO HAVE AND TO HOLD the above described premises for a term commencing on the **1st** day of **July, 2002**, to and including *until canceled by either party pursuant to Article XXI*.

II RENTALS

The Lessor hereby leases to the Lessee and the Lessee hereby leases from the Lessor the above described premises for the term set out in this lease and the Lessee agrees to pay the Lessor the sum of **Fifteen Thousand Five Hundred Twenty Five and 03/100 (\$15,525.03)** per month for the rental period described in Article I of this lease. The rent for any fractional part of the first month shall be prorated. The rent shall be payable, *in advance, by the 5th of the month* of occupancy. The rentals shall be paid to the Lessor at the following address:

Agency for Workforce Innovation, Office of Investment and Accountability, Attn: Financial Management, Caldwell Building, 107 East Madison Street, Tallahassee, Florida 32399-2250.

III HEATING, AIR CONDITIONING AND JANITOR SERVICES

1.a. The **Lessor** agrees to furnish to the Lessee heating and air conditioning equipment and **Lessor** agrees to maintain same in satisfactory operating condition at all times for the leased premises during the term of the lease at the expense of the **Lessor**. **Specifics are noted in Addendum I.**

IV LIGHT FIXTURES

- 1.a. The **Lessor** agrees to install in the demised premises light fixtures for the use of the Lessee.
 b. The **Lessor** shall be responsible for replacement of all bulbs, lamps, tubes and starters used in such fixtures for the purpose of furnishing light.

V MAINTENANCE AND REPAIRS

1. The **Lessor** shall provide for interior maintenance and repairs in accordance with generally accepted good practices, including repainting, the replacement of worn or damaged floor covering and repairs or replacement of interior equipment as may be necessary due to normal usage. The Lessee shall, during the term of this lease, keep the interior of the demised premises in as good a state of repair as it is at the time of the commencement of this lease, reasonable wear and tear and unavoidable casualties excepted.

2. The **Lessor** shall maintain and keep in repair the exterior of the demised premises during the term of this lease and shall be responsible for the replacement of all windows broken or damaged in the demised premises, except such breakage or damage caused to the exterior of the demised premises by the Lessee, its officers, agents or employees.

3. The **Lessor** shall maintain the interior and exterior of the demised premises including grounds and parking area so as to conform to all applicable health and safety laws, ordinances and codes which are presently in effect and which may subsequently be enacted during the term of this lease and any renewal periods.

4. The **Lessor** agrees to furnish pest control services for the leased premises during the term of the lease at the expense of the **Lessor**.

VI UTILITIES

That the **Lessor** will promptly pay all gas, water, sewer, solid waste, power and electric light rates or charges which may become payable during the term of this lease for the gas, water, sewer and electricity used and disposal of solid waste generated by the Lessee on the premises.

VII HANDICAPPED STANDARDS AND ALTERATIONS

1. The Lessor agrees that the demised premises now conform, or that, prior to Lessee's occupancy, said premises shall, at Lessor's expense, be brought into conformance with the requirements of Florida's Americans with Disabilities Accessibility Implementation Act, Sections 553.501 - 553.513, Florida Statutes, providing requirements for persons with disabilities and with the requirements of Public Law 101-336, enacted July 26, 1990, effective January 26, 1992, known as the "Americans with Disabilities Act", 42 U.S.C. ss. 12101 et seq., and the regulations promulgated thereunder.

2. *If any part of the demised premises is found to not be in compliance with the aforementioned laws, Lessor will be provided the opportunity to secure funding, via legislation, if necessary, to bring into compliance.*

That the Lessee shall have the right to make any alterations in and to the demised premises during the term of this lease upon first having obtained the written consent thereto of the Lessor. The Lessor shall not capriciously withhold the consent to any such alterations.

VIII INJURY OR DAMAGE TO PROPERTY ON PREMISES

That all property of any kind that may be on the premises during the continuancy of this lease shall be at the sole risk of the Lessee, and except for any negligence of the Lessor, the Lessor shall not be liable to the Lessee or any other person for any injury, loss or damage to property or to any person on the premises.

IX FIRE AND OTHER HAZARDS

1. In the event that the demised premises, or the major part thereof, are destroyed by fire, lightning, storm or other casualty, the Lessor at its option may forthwith repair the damage to such demised premises at its own cost and expense. The rental thereon shall cease until the completion of such repairs and the Lessor will immediately refund the pro rata part of any rentals paid in advance by the Lessee prior to such destruction; should the premises be only partly destroyed, so that the major part thereof is usable by the Lessee, then the rental shall abate to the extent that the injured or damaged part bears to the whole of such premises and such injury or damage shall be restored by the Lessor as speedily as is practicable and upon the completion of such repairs, the full rental shall commence and the lease shall then continue the balance of the term.

2. The Lessor shall provide for fire protection during the term of this lease in accordance with the fire safety standards of the State Fire Marshal. The Lessor shall be responsible for maintenance and repair of all fire protection equipment necessary to conform to the requirements of the State Fire Marshal.

3. The Lessor certifies, *to the best of his/her knowledge*, that no asbestos was used in the construction of the demised premises or that if asbestos was used, actions have been completed to correct the hazards caused by the use of asbestos.

4. The Lessor certifies that if any radon is present, it is at a measurement level less than 4 PC/L.

X EXPIRATION OF TERM

At the expiration of the term, the Lessee will peaceably yield up to the Lessor the demised premises in good and tenantable repair. It is understood and agreed between the parties that the Lessee shall have the right to remove from the premises all personal property of the Lessee and all fixtures, machinery, equipment, appurtenances and appliances placed or installed on the premises by it, provided the Lessee restores the premises to as good a state of repair as they were prior to the removal.

XI SUBLETTING AND ASSIGNMENT

The Lessee shall have the right to sublet all or any part of the demised premises. **The following terms and conditions shall apply:**

1. **The participating One-Stop partners shall not occupy the leasehold subject to a sublease, but pursuant to the memorandum of understanding, including the cost allocation formula, which has been negotiated between the partners.**

2. **Except as set forth above, upon obtaining the written consent of the Lessor, which written consent shall not capriciously be withheld, the Lessee shall have the right to sublet only that space that is not required for the WIA/One-Stop programs and activities. When subletting to a sublessee where no cost sharing is contemplated by law, rental charges may be fair market value, provided that any related income is used for permissible program (WIA) purposes.**

3. **Space shall be subleased only for activities that associated with the WIA/One-Stop program and other activities that are primarily for a public purpose. Any sublease shall be subject to these restrictions and shall contain language restricting the permissible uses of the property to: 1) WIA/One-Stop programs; and 2) Activities that are primarily for a public purpose.**

XII NOT CONSENT TO SUE

The provisions, terms or conditions of this lease shall not be construed as a consent of the State of Florida to be sued because of said lease hold.

XIII WAIVER OF DEFAULTS

The waiver by the Lessor of any breach of this lease by the Lessee shall not be construed as a waiver of any subsequent breach of any duty or covenant imposed by this lease.

XIV RIGHT OF LESSOR TO INSPECT

The Lessor, at all reasonable times, may enter into and upon the demised premises for the purpose of viewing the same and for the purpose of making any such repairs as they are required to make under the terms of this lease.

XV BREACH OF COVENANT

These presents are upon this condition, that, except as provided in this lease, if the Lessee shall neglect or fail to perform or observe any covenant herein contained, which on the Lessee's part is to be performed, and such default shall continue for a period of thirty (30) days after receipt of written notice thereof from the Lessor to the Lessee, then the Lessor lawfully may, immediately, or at any time thereafter, and without further notice or demand, enter into and upon the demised premises, or any part thereof, and repossess the same as of their former estate and expel the Lessee and remove its effects forcefully, if necessary, without being taken or deemed to be guilty of any manner of trespass and thereupon this demise shall terminate but without prejudice to any remedy which might otherwise be used by the Lessor for arrears of rent or for any breach of the Lessee's covenants herein contained.

XVI ACKNOWLEDGMENT OF ASSIGNMENT

That the Lessee upon the request of the Lessor shall execute such acknowledgment or acknowledgments, or any assignment, or assignments, of rentals and profits made by the Lessor to any third person, firm or corporation, provided that the Lessor will not make such request unless required to do so by the Mortgagee under a mortgage, or mortgages executed by the Lessor.

XVII TAXES, INSURANCE AND COMMISSIONS

1. Lessor shall pay all fire insurance premiums on the demised premises. Lessor shall not be liable to carry fire insurance on the person or property of the Lessee or any other person or property which may now or hereafter be placed in the demised premises.

XVIII AVAILABILITY OF FUNDS

The State of Florida's *and Lessee's* performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. F.S. 255.2502.

XIX USE OF PREMISES

The Lessee will not make or suffer any unlawful, improper or offensive use of the premises or any use or occupancy thereof contrary to the laws of the State of Florida or to such Ordinances of the City and/or County in which the demised premises are located, now or hereinafter made, as may be applicable to the Lessee.

XX RENEWAL

NA.

XXI RIGHT TO TERMINATE

a. The Lessor or Lessee shall have the right to terminate for any reason, without penalty, with a *One hundred Eighty (180)* day written notice to the other party, by certified mail, return receipt requested.

XXII RENTAL CHARGES

Increase to the rental rate may occur due to the operating and maintenance expenses. Lessor reserves the right to increase the rental rate based on these expenses and will provide the Lessee thirty (30) days advanced written notice.

XXIII NOTICES AND INVOICES

All notices required to be served upon the Lessor shall be served by Registered or Certified Mail, Return Receipt Requested, at

Agency for Workforce Innovation,
Leasing Office, Caldwell Building, 107 East Madison Street, Tallahassee, Florida 32399-2250
(Street) (City) (Zip Code)

and all notices required to be served upon the Lessee shall be served by Registered or Certified Mail, Return Receipt Requested, at the address of the Lessee at

Workforce One, 3800 Inverrary Blvd., Suite 400, Lauderhill, FL 33319
(Street) (City) (Zip Code)

Invoices, in triplicate, shall be submitted monthly to: NA

XXIII DEFINITION OF TERMS

- (a) The terms "lease," "lease agreement," or "agreement" shall be inclusive of each other and shall also include any renewals, extensions or modifications of this lease.
- (b) The terms "Lessor" and "Lessee" shall include the successors and assigns for the parties hereto.
- (c) The singular shall include the plural and the plural shall include the singular whenever the context so requires or permits.

XXIV ADDITIONAL TERMS

(Check One)

All additional covenants or conditions appear on attached Addendum(s) I, II.

No additional covenants or conditions form a part of this lease.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose herein expressed, the day and year above written.

ORIGINAL SIGNATURES REQUIRED ON ALL COPIES

Signed, sealed and delivered in the presence of: _____ _____ AS TO Jack Henderson, Acting General Services Officer	LESSOR: STATE OF FLORIDA, AGENCY FOR WORKFORCE INNOVATION BY: _____ Jack Henderson, Acting General Services Officer
Signed, sealed and delivered in the presence of: _____ _____ AS TO Mason Jackson, Executive Director	LESSEE: Broward Workforce Development Board By: _____ Mason Jackson, Executive Director
_____ _____	APPROVED AS TO FORM AND LEGALITY, SUBJECT ONLY TO FULL AND PROPER EXECUTION BY THE PARTIES. GENERAL COUNSEL AGENCY FOR WORKFORCE INNOVATION By: _____ Mindy K. Raymaker, Deputy General Counsel Approval Date _____
_____ _____	_____ _____

Addendum I
Lease 000:1659; Hollywood
Responsibilities
Effective July 1, 2002

The Lessor will retain the following maintenance/responsibilities:

1. Real Property Insurance, Real Property Liability Insurance and Real Property Fire Insurance
2. Fixed Capital Outlay (Legislative Requests)
3. HVAC – compressor and air handler replacement
4. Roof Repairs
5. Environmental Issues
6. Parking Maintenance (Does not include sweeping or trash removal)
7. Facility Inspections Semi-annually:
 - a. Roof inspection
 - b. Parking Lot (surfacing, stripping, wheel stops, lighting & etc.)
 - c. Exterior envelope.
 - d. Interior, plumbing fixtures, air-handlers and electrical systems.
 - e. Consult with RWB concerning fixed capital outlay improvements.
8. Janitorial Services
9. Janitorial Supplies (toilet tissue, paper towels, soap, etc.)
10. Pest Control
11. Security Services (guards and alarm system/monitoring)
12. Waste Management
13. Electrical Utilities
14. Water and Sewer
15. Daily Electrical Repairs (light fixtures, power outlets, light switches, electrical panel breakers)
16. Plumbing repairs (water closets, lavatories, sinks, water fountains, interior water piping and related valves)
17. Lawn Maintenance and Sprinkler Systems, including water supply well pumps
18. HVAC maintenance (heat, ventilation, air conditioning)
19. Fire Alarm System, including fire alarm components, sprinkler piping and heads and fire extinguishers
20. Tangible property insurance to be handled by respective tangible property owner(s).

LESSOR:

STATE OF FLORIDA,
AGENCY FOR WORKFORCE INNOVATION

BY: _____
Jack Henderson, Acting General Services Officer

LESSEE:

Broward Workforce Development Board

By: _____
Mason Jackson, Executive Director

Addendum II
Lease 000:1659; Hollywood
Responsibilities
Part 2
Effective July 1, 2002

With concurrence of both parties, in the event that both Lessee and Lessor determine it to be in the best interest of the State of Florida, the Responsibilities indicated in paragraphs III, IV, V, VI and IX.2. may be assumed by Lessee with 180 day notice of such change.

As such, a modification of this lease, including Addendum I, or a new lease shall be executed to indicate the change in maintenance, janitorial and utility payment responsibilities

LESSOR:

**STATE OF FLORIDA,
AGENCY FOR WORKFORCE INNOVATION**

BY: _____
Jack Henderson, Acting General Services Officer

LESSEE:

Broward Workforce Development Board

By: _____
Mason Jackson, Executive Director

Stubbs, Pat

From: Schumaker, Larry
Sent: Thursday, May 30, 2002 9:54 AM
To: Stubbs, Pat
Subject: Hollywood

Good catch. My apology. I was thinking the WFB wanted the entire building. The correct amount should be 23, 434 SF and \$15,525.03/month. I have attached the corrected Hollywood lease.

However, it brings about a situation should the WFB, in the future, want to take over the maintenance of the Hollywood building, it has got to be all or nothing! In Ft. lauderdale, it is simpler to separate by buildings but we really would have difficulty in separate maintainance and janitorial for only 2,589 SF (VR) in the Hollywood building. We won't send our janitorial service to Hollywood to pick up trash for VR only!!!

We're having fun now!!!



000 1659
Hollywood.doc

... *Advancing Florida's Economic Prosperity..*

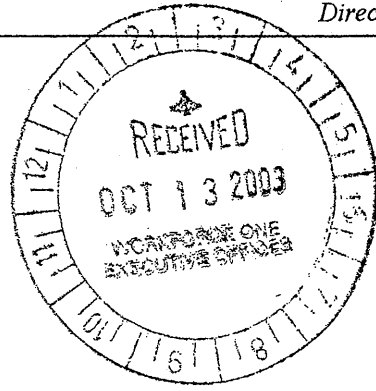
Larry

Larry Schumaker
Leasing Manager
Agency for Workforce Innovation
338 Atkins Building
1320 Executive Center Drive
Tallahassee, Florida 32399-2250
(850) 488-7228 x1361/(S) 278-7228 x1361
Fax: (850) 922-4352/(S) 292-4352



MCY
cc Rochelle
Past
Steve
Jeb Bush
Governor
Susan Paregis
Director
MEW
10/14

October 8, 2003



Mason C. Jackson, Executive Director
Workforce One
3800 Inverrary Blvd., Suite 400
Lauderhill, FL 33319

Re: Lease: 000:1656-14 & 000:1659-10
Location: Fort Lauderdale & Hollywood, Broward County

Dear Mr. Jackson:

Enclosed are fully executed copies of the addenda for the above referenced leases.

If you have any questions concerning this matter, please contact Larry Schumaker, at (850) 245-7467.

Thank you for your interest in our leasing program.

Sincerely,

Larry Schumaker
Leasing Manager

/ls

enclosure(s)

STATE OF FLORIDA

AGREEMENT FOR MODIFICATION TO
SECTION XI
Lease 000:1659-10

Effective July 1, 2003, said Lease is hereby amended and modified to the extent necessary to change Section XI to the following

XI SUBLETTING AND ASSIGNMENT


The Lessee shall have the right to sublet all or any part of the demised premises. The following terms and conditions shall apply:

1. The participating One-Stop partners shall occupy the leasehold subject to a sublease, or pursuant to the memorandum of understanding, including the cost allocation formula, which has been negotiated between the partners.
2. Except as set forth above, upon obtaining the written consent of the Lessor, which written consent shall not capriciously be withheld, the Lessee shall have the right to sublet only that space that is not required for the WIA/One-Stop programs and activities. When subletting to a sublessee where no cost sharing is contemplated by law, rental charges may be fair market value, provided that any related income is used for permissible program (WIA) purposes.
3. Space shall be subleased only for activities that are associated with the WIA/One-Stop program and other activities that are primarily for a public purpose. Any sublease shall be subject to these restrictions and shall contain language restricting the permissible uses of the property to: 1) WIA/One-Stop programs; and 2) Activities that are primarily for a public purpose.

LESSOR:

STATE OF FLORIDA,
AGENCY FOR WORKFORCE INNOVATION

BY:


Robert Monroe, General Services Officer

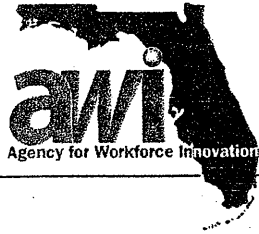
LESSEE:

Broward Workforce Development Board

By:


Mason Jackson, Executive Director

Original to Room
Copy to Stan 07/17/03



Jeb Bush
Governor
Susan Pareigis
Director

July 15, 2003

Mason C. Jackson, Executive Director
Workforce One
3800 Inverrary Blvd., Suite 400
Lauderhill, FL 33319

Re: Lease: 000:1656-14 & 000:1659-10
Location: Fort Lauderdale & Hollywood, Broward County

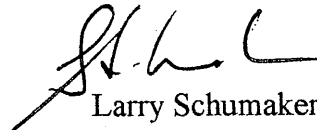
Dear Mr. Jackson:

Enclosed is a fully executed copy of the lease modifications for the above referenced leases.

Should you have any questions, please feel free to contact me at (850) 245-7467.

Thank you for you assistance.

Sincerely,


Larry Schumaker
Leasing Manager

/ls

enclosure(s)

AGREEMENT FOR MODIFICATION TO
CHANGE THE DESCRIPTION OF PREMISES, REDUCE RENTAL RATE
AND INCREASE SQUARE FOOTAGE

ZONE:

LEASE NO.: 000:1659-10

MODIFICATION NO.: 1

WHEREAS, the Broward Workforce Development Board, Inc., as Lessee, has previously entered into Lease Number 000:1659-10, on June 21, 2001, A. D., effective July 1, 2002, A. D., which now consists of 23,434 square feet at a monthly rate of \$ 15,525.03, the current Lessor being Agency for Workforce Innovation

WHEREAS, the Lessor agreed to lease to the Lessee and the Lessee agreed to lease from the Lessor those certain premises described as: (Current Description of space)

All net rentable office space (26,023 SF) excluding the Vocational Rehabilitation (VR) Rooms 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17 (2,589 SF) for a net space of 23,434 SF of office space in the Hollywood Reed Act Building, said Building located at 7550 Davie Road Extension, Florida 32204

and;

WHEREAS, the Lessee has determined an **increase** in the amount of space provided by Lessor to Lessee under said Lease will be required; and both the Lessor and Lessee wish to amend and modify said lease so as to change the description of premises being leased effective July 1, 2003.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto hereby agree as follows:

1. Commencing July 1, 2003, said Lease is hereby amended and modified to the extent necessary to increase the amount of space provided by Lessor to Lessee under said Lease from 23,434 square feet to 26,823 square feet, thereby resulting in a net increase of 3,389 square feet of space. (Description of area)

All net rentable office space (26,823 SF) including all net rentable office space in the Vocational Rehabilitation (VR) Rooms 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17 of office space in the Hollywood Reed Act Building, said Building located at 7550 Davie Road Extension, Florida 32204

Corresponding with such increase in space, said Lease is hereby amended and modified to the extent necessary to restructure the amount of rental rate per square foot per year paid to the Lessor by the Lessee under said lease from Seven and 95/100 dollars (\$7.95) to Seven and 87/100 (\$7.87) per square foot per year, thereby resulting in a change of the monthly rental paid from Fifteen Thousand Five Hundred Twenty Five and 03/100 dollars (\$15,525.03) to Seventeen Thousand Five Hundred Ninety One and 42/100 dollars (\$17,591.42)

and;

2. The covenants and conditions contained in the original **State of Florida, Agency for Workforce Innovation's** Lease Agreement No. 000:1659-10, as amended by the above modification, are readopted by the Lessor and Lessee and incorporated herein.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose herein expressed, this 14th day of JULY, 2003, A.D.

ORIGINAL SIGNATURES REQUESTED ON ALL COPIES

<p>If Lessor is a Corporation, Partnership, Trust, etc.: Signed, sealed and delivered in the presence of:</p> <p><u>[Signature]</u> K. SCHUMAKER</p> <p><u>[Signature]</u> B. JACKSON</p> <p><u>[Signature]</u> B. JACKSON</p>	<p>Lessor: State of Florida, Agency for Workforce Innovation</p> <p>By: <u>[Signature]</u> (SEAL) Robert Monroe, General Services Officer</p>
<p>AS TO Robert Monroe, General Services Officer</p> <p>Signed, sealed and delivered in the presence of:</p> <p><u>[Signature]</u> PATRICIA STUBBS</p> <p><u>[Signature]</u> Eleanor F. OLIVA</p> <p>Eleanor F. OLIVA</p>	<p>LESSEE: Broward Workforce Development Board, Inc</p> <p>By: <u>[Signature]</u></p> <p>Mason Jackson, Executive Director</p>
<p>AS TO Mason Jackson, Executive Director</p>	<p>APPROVED AS TO FORM AND LEGALITY, SUBJECT ONLY TO FULL AND PROPER EXECUTION BY THE PARTIES. GENERAL COUNSEL, AGENCY FOR WORKFORCE INNOVATION</p> <p>By: <u>[Signature]</u></p> <p><u>[Signature]</u> Mindy Raymaker, Acting General Counsel</p> <p>APPROVAL DATE: <u>7/14/03</u></p>