

## **Tenant Estoppel Certificate**

Christopher C. Hynes  
Senior Vice President  
BankUnited, N.A.  
7815 NW 148<sup>th</sup> Street  
Miami Lakes, Florida 33016

Helios Colliers LLC  
c/o Adler Real Estate Partners, LLC  
800 Brickell Avenue, Suite 701  
Miami, Florida 33131

***Re: Lease Agreement for premises located at Suite 110, 120 & 150, 3050 N. Horseshoe Drive, Bldg A, Naples, Florida 34104***

Gentlemen:

The undersigned (the “Tenant”), the tenant, or successor in interest to the tenant, under that certain Lease Agreement dated March 14, 2014, by and between Tenant and Helios Colliers LLC, a Delaware limited liability company (the “Landlord”), covering approximately 9,839 rentable square feet of space located in a building located in the Collier Park of Commerce, having an address of Suite 110, 120 & 150, 3050 N. Horseshoe Drive, Bldg A, Naples, Florida in Collier County, Florida 34104 (the “Premises”), hereby certifies as follows:

1. Attached hereto as composite Exhibit “A” is a true, correct and complete description of the Lease and all amendments thereto (collectively, the “Lease”). The Lease constitutes the entire rental agreement between Tenant and Landlord and is in full force and effect, unmodified and unchanged. Except for the Lease, there are no other agreements or understandings between Landlord and Tenant with respect to the Premises.

2. The term of the Lease commenced on August 1, 2014 and expires December 31, 2024. Tenant has 1 remaining option to renew the term of the Lease for a period of 5 years.

3. As of October 1, 2020, monthly minimum/base rental is \$15,208.13 a month. Tenant has paid monthly minimum/base rental through October 30, 2020. No monthly minimum/base rental has been paid more than thirty (30) days in advance, except for the last month’s rent of \$0.00.

4. Tenant is not required to pay Tenant's pro rata share of maintenance expenses, real property taxes and insurance costs for the Project or for the Building as additional rent as set forth in the Lease ("Additional Rent"). As of October 1, 2020, Tenant pays \$0.00 per month as Additional Rent, subject to adjustment upon receipt of actual expenses. No Additional Rent has been paid more than thirty (30) days in advance.

5. Tenant has given a security deposit in the amount of \$0.00.

6. The Lease contains no first right of refusal, option to expand, express early termination options, or options to purchase the Property, except as follows: Section 22.5 includes an option to terminate the lease with 6 months written notice if the Federal Government or State of Florida fail to appropriate sufficient funding [if left blank, deemed "none"].

7. Neither Tenant nor Landlord is currently in default under the terms of the Lease, nor is the Tenant aware of any facts or events which, with notice and/or the passage of time, would result in the Tenant or Landlord being in default under the Lease.

8. As of the date hereof, Tenant has no defenses to enforcement of the Lease in accordance with its terms, nor any right of setoff or counterclaim with respect to Tenant's obligations under the terms of the Lease.

9. Landlord has not agreed to grant Tenant any free rent, deferred rent or rent rebate, other than: None [if left blank, deemed "none"].

10. Tenant has accepted possession of the Premises and any improvements required under the terms of the Lease to be made by Landlord have been completed (including any repair or maintenance work requested by Tenant) and all tenant allowances and other costs reimbursements required to be provided by Landlord to Tenant have been provided and there are no sums due to Tenant from Landlord, other than: None [if left blank, deemed "none"].

11. Tenant currently occupies the Premises and has not subleased any portion of the Premises or assigned or otherwise transferred any of its rights under the Lease.

12. Because Tenant is not required to pay a pro rata share of maintenance expenses, real property taxes and insurance costs for the Property, there are no ongoing audits of Tenant's pro rata share of maintenance expenses, real property taxes and insurance costs for the Property.

13. Tenant is not the subject of any bankruptcy, insolvency or similar proceeding in any federal, state or other court or jurisdiction.

14. No parties have guaranteed the performance of any of Tenant's obligations under the Lease.

15. Tenant acknowledges that Landlord is obtaining a mortgage loan from BankUnited, N.A. ("Lender") secured by a mortgage on the Property and agrees that Landlord, Lender and their successors and assigns, may rely on this Estoppel Certificate.

16. The person executing this Certificate is duly authorized and empowered in all respects to do so on the behalf of Tenant.

Executed this \_\_\_\_ day of October, 2020.

**TENANT:**

Southwest Florida Workforce Development,  
Inc.

By:   
Name: JOE LOPEZ  
Title: EXECUTIVE DIRECTOR

EXHIBIT "A"

Description of Lease and all Amendments

Lease Agreement (3/14/14)

Letter Acknowledgement of Timely Exercise of 1st Option to Renew (9/27/19)

*Helios Colliers LLC*  
**LEASE AGREEMENT**

LANDLORD

Helios Colliers LLC,  
a Delaware limited liability company  
1400 N.W. 107<sup>th</sup> Avenue  
5<sup>th</sup> Floor  
Miami, FL 33172  
(305)392-4100

TENANT

Southwest Florida Workforce Development Board, Inc.,  
d/b/a CareerSource Southwest Florida,  
a Florida not-for-profit corporation  
9530 Marketplace Road, Suite 104  
Fort Myers, Florida 33912

## LEASE AGREEMENT

In consideration of the rents, covenants and agreements hereafter reserved and contained in this document (the "Lease"), and other valuable consideration, Landlord demises and leases to Tenant, and Tenant rents from Landlord, those certain premises located in the office complex known as the "*Collier Park of Commerce*", Collier County, Florida.

### ARTICLE I: BASIC LEASE PROVISIONS

#### Section 1.01 Basic Terms and References:

Landlord: Helios Colliers LLC, a Delaware limited liability company

Landlord's Address: Helios Colliers LLC  
1400 N.W. 107th Avenue  
5th Floor  
Miami, FL 33172  
(305) 392-4100  
Fax: (305) 392-5498

Park: Collier Park of Commerce

Building: Building 3050-A (3050 Horseshoe Dr. S., Naples, FL 34104)

Leased Premises: 3050-A Horseshoe Dr. S., Suites 110 and 120, Naples, FL 34104  
The approximate location is shown on Exhibit A attached hereto.

Temporary Space: Suite 290, 3050 Horseshoe Drive S., Building B, Naples, FL 34104

Building Property: See Exhibit A-1 attached hereto.

Tenant: Southwest Florida Workforce Development Board, Inc.,  
a Florida not-for-profit corporation

Tenant's Trade Name: CareerSource Southwest Florida

Tenant's Mailing Address: 9530 Marketplace Road, Suite 104, Fort Myers, Florida 33912

Tenant's Telephone: 239-225-2500

Tenant's Fax: 239-225-2559

Guarantor: None.

Guarantor's Address: None.

Guarantor's Telephone: None.

Lease Execution Date: MARCH 14, 2014

Temp. Occupancy Commencement Date: March 15, 2014

Permanent Commencement Date: Upon the earlier of: (i) the date which is ten (10) days after Tenant's receipt of a permanent or temporary Certificate of Occupancy for Tenant's Work on the Leased Premises, whichever first occurs, as set forth in Section 3.02, below; or (ii) August 1, 2014.

Rent Commencement Date: Same as the Permanent Commencement Date; provided Tenant's Rental Credit shall apply

Lease Expiration Date: The date which is sixty-five (65) months after the Rent Commencement Date.

Lease Term: Sixty-five (65) months after the Rent Commencement Date plus the period of time from the Temporary Occupancy Commencement Date to the Rent Commencement Date.

Renewal Terms: Two (2) optional terms of five (5) years each.

Approximated Rentable Area of Leased Premises: Nine Thousand Seventy-Seven (9,077) square feet

Approximated Rentable Area of Temporary Space: 7,198 square feet

Monthly Base Rent for the Temporary Space and Leased Premises from the Temporary Occupancy Commencement Date to the Permanent Commencement Date: \$4,798.66 per month

Tenant's Rental Credit: \$65,593.00

Base Rent for the Leased Premises from the Rent Commencement Date:

| <u>Period</u> | <u>Base Rent Rate</u> | <u>Monthly Base Rent</u> | <u>Monthly Base Rent if and when Suite 105 is added pursuant to Section 1.02</u> |
|---------------|-----------------------|--------------------------|--|
| Months 1-17** | \$16.00 per sq. ft.   | \$12,102.67              | \$13,118.67  |
| Months 18-29  | \$16.48 per sq. ft.   | \$12,465.75              | \$13,512.23  |
| Months 30-41  | \$16.97 per sq. ft.   | \$12,839.72              | \$13,917.59  |
| Months 42-53  | \$17.48 per sq. ft.   | \$13,224.91              | \$14,335.12  |
| Months 54-65  | \$18.01 per sq. ft.   | \$13,621.66              | \$14,765.17  |

\*\*Commencing upon Month 1, Tenant's Rental Credit shall be applied against Monthly Base Rent due each month until said credit is exhausted.

Parking: For purposes of zoning and land use computation only, Tenant shall be allocated 4 parking spaces per 1,000 square feet of rentable area of the Leased Premises; provided, however, Tenant shall be permitted from time to time to exceed the actual usage of such parking allocation during non-business hours (i.e., before 8:00 a.m. and after 5:00 p.m.), on weekends, and on federal holidays.

Security Deposit: None

Permitted Use: General commercial office and related uses.

Landlord's Agent: Adler Realty Services LLC  
1400 N.W. 107th Avenue  
5th Floor  
Miami, FL 33172  
(305)392-4100  
(305) 392-4104 Fax

Tenant's Broker: Matthew W. Stepan, CCIM  
Premier Commercial, Inc.  
26811 South Bay Drive Suite 130  
Bonita Springs, FL 34134  
(239) 405-6225 (direct)  
(239) 430-5222 (fax)

Exhibits: The following Exhibits are incorporated into this lease:  
  
Exhibit "A" – Sketch of Leased Premises  
  
Exhibit "A-1" – Legal Description of Building Property  
  
Exhibit "B" – Rules and Regulations  
  
Exhibit "C" – Tenant's Work

Section 1.02 **Leased Premises:** The boundaries and location of the Leased Premises are outlined on the sketch of the floor or floors on which the Leased Premises are located, which sketch is marked Exhibit "A" attached hereto and made a part hereof. Reference to square footage of the Leased Premises is estimated. Landlord shall have the right, but not the obligation, during the Lease Term to cause its architect to certify the rentable square footage of the Building and the Leased Premises according to BOMA. Base Rent, Additional Rent or other economic considerations in this Lease based upon square footage of the Leased Premises shall be adjusted and modified accordingly to the final, certified BOMA standards square footage figure provided by Landlord's architect.

Landlord acknowledges there is a tenant (the "Suite 150 Tenant") occupying the space adjacent to the Leased Premises generally known as Suite 150, which suite contains Seven Hundred Sixty-Two (762) square feet of leasable area. From the period commencing on the Execution Date of this Lease and expiring at 5:00 P.M. (EST) on the date which is six (6) months thereafter (the "Relocation Period"), Landlord shall use its best efforts to relocate the Suite 150 Tenant from Suite 150. Within five (5) days after the Suite 150 Tenant is relocated or otherwise vacates Suite 150, Landlord shall provide written notice to Tenant of same (the "Relocation Notice"). In the event the Relocation Notice is delivered to Tenant during the Relocation Period, then: (i) Tenant shall have the right and obligation to immediately occupy and enjoy the exclusive use of Suite 150 subject to the terms and conditions hereof which apply to the Leased Premises; and (ii) Tenant shall, for the duration of the Lease Term, as and when applicable commencing upon the next monthly installment of Base Rent due hereunder, pay Base Rent based upon a

total rentable area of the Leased Premises equal to Nine Thousand Eight Hundred Thirty-Nine (9,839) square feet; provided, however, in the event such monthly installment of Base Rent is due sooner than fifteen (15) days after delivery of the Relocation Notice, then the aforementioned adjustment in total rentable area shall occur upon the immediately-following monthly installment of Base Rent due hereunder. In the event the Relocation Notice is delivered to Tenant after the expiration of the Relocation Period, Tenant shall, for a period of thirty (30) days following its receipt of the Relocation Notice, have the exclusive right, without obligation, to elect to lease Suite 150 by written notice to Landlord. If Tenant elects to lease Suite 150 by written notice to Landlord, then: (i) Tenant shall have the right to immediately occupy and enjoy the exclusive use of Suite 150 subject to the terms and conditions hereof which apply to the Leased Premises; and (ii) Tenant shall, for the duration of the Lease Term, as and when applicable commencing the next monthly installment of Base Rent due hereunder, pay Base Rent based upon a total rentable area of the Leased Premises equal to Nine Thousand Eight Hundred Thirty-Nine (9,839) square feet; provided, however, in the event such monthly installment of Base Rent is due sooner than fifteen (15) days after Tenant's election, then the aforementioned adjustment in total rentable area shall occur upon the immediately-following monthly installment of Base Rent due hereunder. If Tenant does not elect to lease Suite 150 as set forth above, Landlord may lease Suite 150 to other tenants in its sole discretion.

**Section 1.03 Use of Additional Areas:** The use and occupation by Tenant of the Leased Premises shall include the non-exclusive use, in common with others entitled thereto, of all areas within the exterior boundaries of the Building Property which are not now or hereafter held for lease or occupation by Landlord, or used by other persons entitled to occupy floor space in the Building - including, without limitation, all automobile parking areas, driveways, entrance and exists thereto, and other facilities furnished by Landlord on the Building Property, including employee parking areas, the throughway or ways, loading docks, package pick-up stations, pedestrian sidewalks and ramps, landscaped areas, exterior stairways, first-aid stations, public rest rooms and other areas and improvements provided by Landlord for the general use, in common, of Building tenants, their officers, agents, employees and customers (collectively, "Common Areas") - as such Common Areas now exist or as such Common Areas may hereafter be constructed, and other facilities as may be designated from time to time by Landlord, such use and occupation to be subject to the terms and conditions of this Lease and to reasonable rules and regulations for the use thereof as prescribed from time to time by Landlord. "Common Facilities" means all areas, space, equipment and special services provided by Landlord for the common or joint use and benefit of the occupants of the Building, their employees, agents, servants, customers and other invitees, including, without limitation, parking areas, access roads, driveways, retaining walls, landscaped areas, pedestrian malls (if any), courts, stairs, ramps and sidewalks, public rest rooms, washrooms, community hall or auditorium (if any) and signs, wherever located, identifying the Building, or providing instructions thereto.

**Section 1.04 Term of the Lease; Renewal Terms:** The term of this Lease shall commence on the Temporary Occupancy Commencement Date and shall expire at 11:59 P.M. (EST) on the date which is sixty-five (65) months after the Rent Commencement Date, as set forth in Section 1.01, above (the "Lease Term"). The Rent Commencement Date shall be the same as the Permanent Commencement Date. The Permanent Commencement Date shall be the earlier of: (i) the date which is ten (10) days after Tenant's receipt of a permanent or temporary Certificate of Occupancy for Tenant's Work on the Leased Premises, whichever first occurs, as set forth in Section 3.02, below; or (ii) August 1, 2014 (the "Permanent Commencement Date"). The parties hereto agree to execute, within thirty (30) days after the Permanent Commencement Date, a Confirmation to this Lease, setting forth the actual Permanent Commencement Date, Rent Commencement Date and the Lease Expiration Date thereby calculated if said date or dates differ from those set out or estimated in Section 1.01. In addition, if Tenant is not in default under this Lease at the end of the Lease Term (or prior Renewal Term, as applicable), Tenant shall, at its option, have the right to renew this Lease for two (2) additional lease terms of five (5) years each (each such term, a "Renewal Term"), with the Renewal Term commencing upon the expiration of the Lease Term or prior Renewal Term, as applicable, subject to the following terms and conditions:

(a) All terms and conditions of the Lease (excluding initial warranties, if any, and renewal rights which are not recurring) are to remain the same and in full force and effect, except that the Base Rent then in effect shall be increased by three percent (3%) on the first and upon each subsequent twelve (12) month anniversary of the Rent Commencement Date during the Renewal Term.

(b) In the event that that Tenant intends to exercise its option to renew as described hereunder, Tenant must notify Landlord in writing ("Option Notice") by certified or registered mail, overnight delivery service, or hand delivery not less than one hundred eighty (180) days prior to the expiration of the Lease Term (or prior Renewal

Term, as applicable). Tenant's failure to so notify Landlord in the above-described manner and time period shall, upon written notice from Landlord, terminate Tenant's option to renew this Lease.

(c) Landlord shall have the right but not the obligation to withdraw and void the option(s) if Tenant is in breach (after applicable notice and opportunity to cure) of this Lease at the time of (i) the Option Notice or (ii) at any time between the Option Notice and the date the option period is to commence. Landlord shall provide the notice of its withdrawal of option within ten (10) days after the cure period has expired.

**Section 1.05 Intentionally Deleted.**

**Section 1.06 Failure of Tenant to Take Possession:** In the event Landlord has delivered the Leased Premises to Tenant and Tenant fails to take possession or commence Tenant's Work within ninety (90) days thereafter, then Tenant shall be in default hereunder and the Landlord shall have the right, at its option, to terminate this Lease by giving Tenant notice thereof and this Lease will terminate ten (10) days after the giving of such notice if Tenant has not taken possession of the Leased Premises or commenced Tenant's Work within the above-referenced time period, in which event Landlord will retain all prepaid rentals, if any, as liquidated and agreed damages. Tenant hereby acknowledges and agrees that Landlord's damages under such circumstances would be difficult to calculate with certainty and that such prepaid rentals, if any, represent a reasonable estimate of Landlord's damages.

**Section 1.07 Obligations of Tenant Before Rent Commencement Date:** Tenant shall observe and perform all of its obligations as and when required under this Lease beginning on the Temporary Occupancy Commencement Date.

**Section 1.08 Intentionally Deleted.**

**Section 1.09 Control of Common Areas by Landlord:** All Common Areas and areas of the Park outside the Building Property shall at all times be subject to the exclusive control and management of Landlord, and Landlord shall have the right, but not the obligation, to construct, maintain and operate lighting facilities on all said areas and improvements, to patrol the same, from time to time to change the area, level, location and arrangement of parking areas and other facilities herein above-referred to; and to restrict parking by Building tenants, their officers, agents and employees to employee parking areas (provided, however, that no such modification shall materially and adversely affect Tenant's business operations and otherwise materially impair the use and operation by Tenant of the Leased Premises.)

Landlord shall have the right to close all or any portion of said Common Areas or Common Facilities or areas of the Park outside the Building Property to such extent as may, in the opinion of Landlord's counsel, be legally sufficient to prevent a dedication thereof or the accrual of any rights to any person or the public therein, to close temporarily all or any portion of the parking areas or facilities, to discourage non-customer parking; and to do and perform such other acts in and to said areas and improvements as, in the use of good business judgment, Landlord shall determine to be advisable with a view to the improvement of the convenience and use thereof by Building tenants, their officers, agents, employees and customers. Landlord shall keep said Common Areas clean and in good repair and available for the purposes for which they are intended. Landlord shall have the full right and authority to employ all personnel and to make all rules and regulations pertaining to and necessary for the proper operation and maintenance of the Common Areas and Common Facilities.

**Section 1.10 License:** All Common Areas and Common Facilities not within the Leased Premises or necessary for obtaining access to the Leased Premises, which Tenant may be permitted to use and occupy, are hereby authorized to be used and occupied under a revocable license, and if any such license be revoked, or if the amount of such areas be diminished, Landlord shall not be subject to any liability nor shall Tenant be entitled to any compensation or diminution or abatement of rent, nor shall such revocation or diminution of such areas be deemed a construction or actual eviction of Tenant. Notwithstanding the foregoing, in the event such license is revoked, or if access to the Leased Premises is materially impaired, or if the amount of such areas are diminished so as to materially and adversely affect Tenant's business, Tenant shall have the right, in its reasonable discretion, to terminate this Lease by written notice to Landlord, whereupon Tenant shall receive a refund of any prepaid sums and the parties shall thereafter have no further rights, duties, obligations, or liabilities hereunder other than those matters which, by the terms of this Lease, survive the termination/expiration of this Lease.

Section 1.11 **Temporary Space.** Notwithstanding anything contained in this Lease to the contrary, Tenant has requested, and Landlord has agreed, to allow the temporary use by Tenant of Suite 290 of Building "3050B" (the "Temporary Space") until such time as Tenant's Work for the Leased Premises has been completed. In connection therewith, and subject to the terms and conditions set forth herein, Landlord agrees to deliver possession of the Temporary Space to Tenant on or before March 15, 2014 (the "Temporary Occupancy Commencement Date"). Landlord and Tenant acknowledge and agree that the Temporary Space consists of Seven Thousand One Hundred Ninety-Eight (7,198) square feet of leasable space ("Temporary Space Area"). Not later than ten (10) days after the Permanent Commencement Date for the Leased Premises ("Surrender Date"), Tenant shall, at its sole expense, vacate the Temporary Space and move into the Leased Premises. The period of time beginning on the Temporary Occupancy Commencement Date and expiring on the Permanent Commencement Date shall be referred to herein as the "Temporary Occupancy Period". On or before Surrender Date, Tenant shall surrender the Temporary Space to Landlord in such good and clean condition as it existed when delivered to Tenant, ordinary wear and tear excepted. Except as expressly provided herein, Tenant's occupancy and use of the Temporary Space during the Temporary Occupancy Period shall be subject to all the terms and conditions of this Lease. Where context requires hereunder (i.e., during the Temporary Occupancy Period), the use of the term "Leased Premises" shall include the "Temporary Space". During the Temporary Occupancy Period, Tenant shall pay a rental fee equivalent to Eight Dollars (\$8.00) per square foot per annum of the Temporary Space Area only ("Temporary Space Rental Fee"), payable in monthly installments of Four Thousand Seven Hundred Ninety-Eight and 66/100 Dollars (\$4,798.66).

## ARTICLE II: PAYMENT OF RENT AND OTHER CHARGES

Section 2.01 **Base Rent:** Beginning on the Rent Commencement Date and subject to the application of the Tenant's Rental Credit beginning on Month 1 (which Tenant's Rental Credit shall be applied each month thereafter until exhausted), Tenant covenants and agrees to pay Landlord the Base Rent for the Leased Premises set forth in Section 1.01 of this Lease, in monthly installments (based on the rent periods set forth in Section 1.01 hereof) together with other monthly charges and expenses reflected or allowed in this Lease, in advance, without deduction or set off and without prior demand therefor, on the first day of each calendar month during the term of this Lease, provided that the first Base Rent payment shall be made by Tenant upon execution of the Lease. During the Temporary Occupancy Period, Tenant will be responsible only for the payment of "the Temporary Space Rental Fee" as the same may apply to the Temporary Space. From the Permanent Commencement Date to the Rent Commencement Date, no Base Rent will be charged for the Leased Premises.

Section 2.02 **Time and Place of Payment:** Tenant will promptly pay all rentals and other charges and render all statements herein prescribed at the office of Landlord's Agent, or to such other person or corporation, or at such other place as shall be designated by Landlord in writing at least ten (10) days prior to the next ensuing rental payment date. Any rental payment not received by Landlord on or before its due date shall incur a "late charge" equal to five percent (5%) of such payment to compensate Landlord for its administrative expenses in connection with such late payment. When rental payments are delivered by Tenant through the mail, Tenant shall mail such payments sufficiently in advance so that the Landlord will receive the payments on or before the first day of the calendar month (or on or before the due date in the event the due date is other than the first day of a calendar month). If Landlord shall pay any moneys, or incur any expenses in correction of any violation of any covenant or of any other obligation of Tenant herein set forth or implied herefrom, the amounts so paid or incurred shall, at Landlord's option and on notice to Tenant, be considered Additional Rent payable by Tenant with the first installment of Base Rent thereafter to become due and payable, and may be collected or enforced as by law provided in respect to rentals. TENANT SHALL NOT HAVE THE RIGHT TO WITHHOLD OR TO OFFSET RENT OR TO TERMINATE THIS LEASE EXCEPT AS EXPRESSLY PROVIDED HEREIN. WITH RESPECT TO THE FOREGOING, TENANT HEREBY WAIVES AND RELEASES ANY AND ALL STATUTORY RIGHTS AND OFFSET RIGHTS TO THE CONTRARY, IF ANY.

Section 2.03 **Sales or Use Tax or Excise Tax:** Tenant is a Florida non-profit corporation. As such it is purportedly not subject to certain taxes, including but not limited to sales tax on rental paid. Therefore, Landlord is not assessing those applicable taxes against Tenant. In the event, for any reason, it is determined by any governmental entity or agency that Tenant was obligated to pay sales tax or other taxes not charged to it as a result of its purported non-profit status, Tenant shall be immediately obligated and required to pay Landlord any taxes determined to be due, together with any applicable interest and penalties. Said sum shall be deemed Additional Rent.

Section 2.04 **Gross Lease:** Landlord and Tenant acknowledge and agree that notwithstanding anything contained herein to the contrary and except for utilities which are sub-metered to the Leased Premises as described in Section 7.02, below, Tenant's payments of Base Rent shall be gross rental payments for Tenant's use and enjoyment of the Leased Premises and shall include all operating expenses and other costs associated with the operation, repair, maintenance, and/or replacement of the Leased Premises, Building, and Park, including, without limitation: (i) gardening, landscaping and irrigation, repairs, painting; (ii) management fees; (iii) sanitary control, removal of trash, rubbish, garbage and other refuse from the Building and Park Common Areas/Facilities; (iv) depreciation on machinery and equipment, the cost of maintenance and support personnel, including but not limited to payroll and applicable payroll taxes, worker's compensation insurance and fringe benefits; (v) utility charges for the Park Common Areas/Facilities/the Leased Premises; (vi) Real Estate Taxes Park; (vii) insurance and insurance deductibles; (viii) water and sanitary sewer charges and other utility charges; (ix) association fees or dues, if any; (x) reserves for deferred repairs, maintenance and replacements; and (xi) any and all other charges, costs, or expenses which may be associated with Landlord's operation, repair, and maintenance of the Leased Premises, Building, or Park, including, without limitation, those items set forth in Section 7.01, below.

Section 2.05 **Additional Rent:** In order to give Landlord a lien of equal priority with Landlord's lien of rent, and for no other purpose, including tax determination, any and all sums of money or charges required to be paid by Tenant under this Lease, whether or not the same be so designated, shall be considered "Additional Rent." If such amounts or charges are not paid at the time provided in this Lease, they shall nevertheless, if not paid when due, be collectible as Additional Rent with the next installment of Base Rent thereafter falling due hereunder, but nothing herein contained shall be deemed to suspend or delay the payment of any amount of money or charges as the same becomes due and payable hereunder or to limit any other remedy of Landlord.

Section 2.06 **Guard/Patrol Services:** Landlord, in its sole discretion, determination and option, may, but is not required to, enter into a contract or contracts or otherwise provide or make arrangement for the providing of guard, patrol and/or security service for the Building Property and/or the Park, which may include security guards and/or electronic devices and/or a guard gate and/or gate house. The cost of any such service will be the responsibility of Landlord. Landlord shall in no way be responsible for the performance or non-performance of the obligations of guard/patrol/security personnel or service, including but not limited to negligent or intentional acts, and Tenant, on its behalf and on behalf of Tenant's Agents (as hereafter defined), hereby releases Landlord and the Landlord Indemnified Parties (as hereafter defined) from any claims of any nature whatsoever in connection therewith.

Section 2.07 **Special Assessments:** Landlord shall be responsible, at its sole cost and expense, for any special assessments assessed against the Park or Building.

Section 2.08 **Intentionally Deleted.**

Section 2.09. **Intentionally Deleted.**

Section 2.10 **Janitorial Services:** Landlord shall provide, at its sole cost and expense, commercially reasonable janitorial services for the Leased Premises.

Section 2.11 **Intentionally Deleted.**

Section 2.12 **Intentionally Deleted.**

### **ARTICLE III: DELIVERY OF LEASED PREMISES**

Section 3.01 **Premises to be Delivered "As Is":** Unless Landlord is performing improvements to the Leased Premises prior to Tenant's initial occupancy, Tenant certifies that it has inspected the Leased Premises and accepts it in existing "AS IS" condition, subject to Landlord's obligation to timely relocate any tenants during the Relocation Period in accordance with Section 1.02. Tenant hereby certifies that Landlord has made no warranties or representations, either express or implied, concerning the condition of the Leased Premises or the Building Property, except as otherwise expressly provided herein.

**Section 3.02 Tenant's Work:** Tenant agrees, at its own cost and expense, to perform all buildout work for the Leased Premises, as more particularly described on Exhibit "C" attached hereto and incorporated herein by reference, which is necessary to adapt the Leased Premises for Tenant's intended use ("Tenant's Work"). Landlord approves the improvements contemplated by Tenant's Work and no further approval of Landlord is required pursuant to Section 6.01. In connection with Tenant's Work, Landlord acknowledges and agrees that Tenant intends to replace certain components of the HVAC system which serve the Leased Premises. Tenant shall endeavor to complete Tenant's Work and obtain the last certificate of occupancy for Tenant's Work with respect to the Leased Premises ("Certificate of Occupancy") prior to August 1, 2014. To the extent not inconsistent with this section, Article VI of this Lease shall apply to this Section 3.02.

**Section 3.03 Changes and Additions to Building:** Landlord hereby reserves the right at any time to perform maintenance operations and to make repairs, alterations, or additions in or to the Building, and to build additional stories on the Building and to build adjoining the same. Landlord also reserves the right to construct other buildings or improvements in the Park, including, but not limited to, structures for motor vehicle parking and the enclosing and air conditioning of sidewalks from time to time and to make alterations thereof or additions thereto and to build additional stories on any such building or buildings and to build adjoining same. Tenant agrees to cooperate with Landlord permitting Landlord to accomplish any such maintenance, repairs, alterations, additions or construction. Temporary, partial obstruction of access to the Leased Premises caused by any such construction shall not be a default of Landlord hereunder nor shall the same entitle Tenant to an abatement of Base Rent or Additional Rent or to declare a constructive eviction from the Leased Premises, provided, however, in the event such maintenance, repairs, alterations, additions, or construction on or to the Building cause a continuous, material, and adverse effect on Tenant's business, Tenant shall have the right, in its sole and absolute discretion, to terminate this Lease by written notice to Landlord, whereupon Tenant shall receive a refund of any prepaid sums and the parties shall thereafter have no further rights, duties, obligations, or liabilities hereunder, other than those matters which, by the terms of this Lease, survive the termination/expiration of this Lease. .

**Section 3.04 Intentionally Deleted.**

**ARTICLE IV: CONDUCT OF BUSINESS BY TENANT**

**Section 4.01 Taking Possession of Premises:** Tenant may occupy the Leased Premises without delay upon the issuance of the Certificate of Occupancy for the Leased Premises, and shall conduct its business continuously in the Leased Premises (or the Temporary Space, as applicable) during the term of this Lease. Notwithstanding the foregoing, Tenant shall have unrestricted access to the Leased Premises from and after the Execution Date for the purpose of completing Tenant's Work.

**Section 4.02 Use of Leased Premises:** Tenant shall use the Leased Premises solely for the purpose of conducting the business described in Section 1.01 and for no other purpose, except as may be first approved by Landlord in writing, which approval may be withheld in Landlord's sole discretion. In the event that Tenant uses the Leased Premises for purposes not expressly permitted herein, Landlord may, in addition to all other remedies available to it, terminate this Lease or restrain said improper use by injunction. Tenant shall not perform any acts or carry on any practices which may damage the Building or other improvements located on the Building Property or elsewhere in the Park or be a nuisance or menace to other tenants in the Building or the Park or their customers, employees or invitees or which will result in the increase of casualty insurance premiums. Tenant shall not sell, display or advertise any merchandise to the general public and further agrees to conduct its business in the Leased Premises under the names or trade names as set forth in Section 1.01 and under no other name or trade name except such as may be first approved by Landlord in writing, which approval may be withheld in Landlord's sole discretion. Landlord, by execution of this Lease or otherwise, makes no representations that the intended use complies with governmental regulations.

**ARTICLE V: INTENTIONALLY DELETED**

**ARTICLE VI: FIXTURES AND ALTERATIONS**

**Section 6.01 Installation by Tenant:**

(a) All improvements installed by Tenant in the Leased Premises shall be new or in good working order. Tenant shall not make, or cause to be made, any alterations, additions or improvements in the Leased Premises or install or cause to be installed any wiring, exterior signs, exterior lighting, plumbing fixtures, shades or awnings or make any changes to the Common Areas or the exterior of the Building (collectively, "Alterations") without first obtaining Landlord's written approval and consent. Tenant shall present to Landlord plans and specifications for such Alterations at the time approval is sought, and Tenant shall simultaneously demonstrate to Landlord that the proposed Alterations comply with local zoning and building codes and ordinances. Landlord's consent for any Alteration(s) within the interior of the Leased Premises shall not be unreasonably withheld, conditioned, or delayed.

(b) All Alterations done by Tenant within the Leased Premises and otherwise shall be performed in a good and workmanlike manner, in compliance with the Landlord-approved plans and specifications and all governmental requirements and in such manner as to cause a minimum of interference with other construction in progress (if any) in the Leased Premises or the Building and with the transaction of business in the Building. Without limitation on the generality of the foregoing, and except for Tenant's Work, Landlord shall have the right to require that such Alterations work be performed outside of general business hours and in accordance with other reasonable rules and regulations which Landlord may from time to time prescribe. Tenant shall, if requested by Landlord, obtain "builder's risk" insurance on the Alterations work and provide evidence thereto to Landlord prior to commencing such work. To the extent permitted by Florida law and without waiving or limiting any statutory limitations of liability which may be applicable, Tenant agrees to defend, indemnify and hold Landlord and the Landlord Indemnified Parties harmless against any loss, liability or damage resulting from Tenant's actions relating to such work, and Tenant shall, if requested by Landlord, furnish a bond or other security reasonably satisfactory to Landlord against any such loss, liability or damage. Tenant shall be liable to Landlord for any damages resulting from labor disputes, strikes or demonstrations at the Park resulting from Tenant's Alterations work. The provisions of this subparagraph 6.01(b) shall survive the termination or expiration of this Lease.

**Section 6.02 Responsibility of Tenant:** All Alterations or decorations made by the Tenant, or made by Landlord on Tenant's behalf by agreement under this Lease, shall remain the property of Tenant for the term of this Lease, or any extension or renewal thereof. Such Alterations or decorations shall not be removed from the Leased Premises during the term hereof without prior consent in writing from Landlord, which consent may be withheld in Landlord's sole discretion if such removal affects the exterior of the Leased Premises or the Building. However, if such removal of an Alteration or decoration affects only the interior of the Leased Premises, Landlord's consent to Tenant's request for the same shall not be unreasonably withheld, conditioned, or delayed. At the time of approval, Landlord may identify interior Alterations which are not to be removed unless approved in Landlord's sole and unconditioned discretion. Upon expiration of this Lease, or any renewal term thereof, or the earlier termination hereof, Landlord shall have the option of requiring Tenant, at its sole expense, to remove all such Alterations or decorations (including any wiring installed in the Leased Premises or elsewhere in the Building or on the Building Property to serve the Leased Premises) and to restore the Leased Premises to the condition that existed on the date of this Lease, with allowance for ordinary wear and tear, as provided in Section 7.02(f) hereof. If Tenant fails, after Landlord's request, to remove such Alterations or decorations and to properly restore the Leased Premises, then such Alterations or decorations shall become the property of Landlord and in such event, should Landlord so elect, Landlord may restore the Leased Premises to its original condition, with allowance for ordinary wear and tear, for which cost Tenant shall be responsible and shall pay promptly upon demand.

**Section 6.03 Tenant Shall Discharge All Liens:** Nothing contained in this Lease shall be construed as a consent on the part of the Landlord to subject the estate of the Landlord to liability under the Construction Lien Law of the State of Florida, it being expressly understood that Landlord's estate shall not be subject to liens for improvements made by the Tenant. Tenant shall strictly comply with the Construction Lien Law of the State of Florida as set forth in Florida Statutes Section 713. In the event that a claim of lien is filed against the property in connection with any work performed by or on behalf of the Tenant, the Tenant shall satisfy such claim or shall transfer same to security, within ten (10) days from the date of filing. In the event that the Tenant fails to satisfy or transfer such claim within said ten (10) day period, the Landlord may do so and thereafter charge the Tenant, as additional rent, all costs incurred by the Landlord in connection with satisfaction or transfer of such claim, including

attorneys' fees. Further the Tenant agrees to indemnify, defend and save the Landlord harmless from and against any damage or loss incurred by the Landlord as a result of such claim of lien. If so requested by the Landlord, the Tenant shall execute a short form or memorandum of this Lease, which may, in the Landlord's discretion be recorded in the Public Records for the purpose of protecting the Landlord's estate from claims of lien, as provided in Florida Statutes Section 713.10. In the event such short form or memorandum of lease is executed, the Tenant shall simultaneously execute and deliver to the Landlord an instrument terminating the Tenant's interest in the real property upon which the Leased Premises are located, which instrument may be recorded by the Landlord only at the expiration of the term of this Lease, or such earlier termination hereof. Landlord only has the right to record the memorandum without execution by Tenant in the event Tenant fails to execute the memorandum within seven (7) business days of Landlord's written request. This Section shall survive the termination of the Lease.

**Section 6.04 Signs, Awnings and Canopies:**

(a) Tenant will not place, or permit to be placed or maintained, on a exterior door, wall or window of the Leased Premises or the Building any sign, awnings or canopy, or advertising matter or other thing of any kind, and will not place or maintain any decoration, letter or advertising matter on the glass of any window or door, nor will any illuminated sign be placed in any window of the Leased Premises or the Building without first obtaining Landlord's written approval.

(b) Tenant shall be entitled to be listed in the Building directory located in the lobby area of the Building.

**ARTICLE VII: REPAIRS AND MAINTENANCE OF LEASED PREMISES**

**Section 7.01 Responsibility of Landlord:** Provided Tenant is not in default according to the terms of this Lease, Landlord will furnish the following services to Tenant at Landlord's sole cost and expense during the term hereof:

(a) Repair and maintain in good order and condition the roof, roof drains, outside walls, foundations and structural portions, both interior and exterior, of the Leased Premises and the Building. There is excepted from the preceding covenant, however repair of damage caused directly or indirectly by the negligence or willful misconduct of Tenant or its employees, officers, directors, members, agents, contractors, customers and invitees (or invitees of any of the foregoing parties) (collectively, "Tenant's Agents").

(b) Heating and air conditioning for the Leased Premises and commercially-reasonable maintenance, repair, and/or replacement of related equipment.

(c) Routine maintenance, as deemed by Landlord to be normal and usual, in the common stairs, common entries, toilet rooms and other Common Areas of the Building, on Monday through Friday (but excluding weekends and federal holidays) and of the exterior parking areas and landscaping of the Building Property.

(d) Cleaning and janitorial services, as deemed by Landlord to be normal, usual, and commercially-reasonable of the interior of the Leased Premises. Included in such service shall be the provision of all necessary janitorial supplies and the provision of recycling trash disposal.

(e) Replacement of all bulbs, lamps, tubes, and starters for light fixtures in and about the Leased Premises for purposes of furnishing light at commercially-reasonable levels for Tenant's use of the Leased Premises.

(f) Furnishing of commercially-reasonable pest and insect control services for the Leased Premises.

(g) Interior and exterior maintenance and repairs of the Premises in accordance with generally-accepted good practices, including, without limitation, repainting, replacement of worn or damaged floor covering, and repairs or replacement of broken or damaged windows; provided, however, Landlord shall not be responsible for any of the foregoing which are caused by Tenant's or Tenant's officers', employees', agents', or guests' negligence or willful act.

(h) Intentionally deleted.

(i) Such services shall be provided as long as Tenant is not in default under any of the terms and provisions of this Lease, subject to interruption caused by repairs, renewals, improvements, changes of service, alterations, strikes, lockouts, labor controversies, inability to obtain fuel or power, accidents, breakdowns, catastrophes, national or local emergencies, "Acts of God" and other conditions and causes beyond the control of Landlord (collectively, "Unavoidable Delays"). Provided such Unavoidable Delays do not cause a continuous, material, and adverse interruption to Tenant's business operations lasting longer than twenty (20) days and Landlord is undertaking commercially reasonable efforts to remedy the condition, Tenant shall not be entitled to terminate this Lease nor to abate rent hereunder or assert a claim of constructive eviction nor shall Landlord be liable for incidental and/or consequential and/or special damages or injuries arising from the failure to make said repairs, untimely repairs, or growing out of any breakage, leakage, getting out of order or defective condition of the electric wiring, air conditioning or heating pipes and equipment, closets, plumbing, appliances, sprinklers or other Building equipment or facilities caused by, or growing out of, any defect in the Leased Premises or the Building or any part thereof, or in any building attached or adjacent to the Building or a part thereof, or elsewhere on the Building Property or a part thereof, or caused by, or growing out of, fire, rain, wind or other "natural" cause, nor shall Landlord be liable for incidental and/or consequential and/or special damages or injuries arising from defective workmanship or materials in providing any such services or repairs. Tenant waives the provision of any law, now or hereafter in effect, or any right under common law, permitting it to make repairs at Landlord's expense. Liability of Landlord, if any, shall be secondary to the coverage of the required insurance policies under Article VIII. In the event of any conflict between this subsection (i) and Article XIV below or any total or partial destruction of the Leased Premises, the terms of Article XIV shall control and supersede this subsection.

**Section 7.02 Responsibilities of Tenant:**

(a) Tenant shall be responsible for the payment of its own phone, internet, and any other additional security system for the Leased Premises.

(b) Tenant will not install or use any equipment in the Leased Premises which exceeds the capacity of the utility lines provided by Landlord for the Leased Premises or the Building. In the event that Tenant wishes to utilize the services of a telephone or telecommunications provider whose equipment is not servicing the Building as of the date of this Lease, no such provider shall be permitted to install its lines or other equipment within the Building or the Building Property without first securing the prior written consent of Landlord, the granting of such consent to be conditioned upon (i) an agreement by Tenant or such provider to remove such lines and equipment upon the expiration or earlier termination hereof and (ii) such other terms as Landlord shall deem reasonable under the circumstances.

(c) Neither Tenant nor Tenant's Agents shall deface any walls, ceilings, partitions, floors, wood, stone or ironwork in the Leased Premises or elsewhere in the Building without Landlord's written consent.

(d) Tenant shall comply with the requirements of all laws, orders, ordinances and regulations of all governmental authorities (including, without limitation, the Americans with Disabilities Act) applicable to the Tenant's use and occupancy of the Leased Premises and will not permit any waste of property or same to be done and will take good care of the Leased Premises.

(e) Intentionally Deleted.

(f) At the termination or expiration of the tenancy hereby created, Tenant shall surrender the Leased Premises in good repair and condition as, reasonable wear and tear excepted, and damage by unavoidable casualty excepted, and shall surrender all keys for the Leased Premises to Landlord. Tenant shall remove all its trade fixtures, equipment and other personal property and any Alterations which Landlord requests to be removed before surrendering the Leased Premises as aforesaid and shall repair any damage to the Leased Premises or the Building caused thereby. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of the Lease.

(g) Tenant shall give Landlord prompt written notice (and telephonic notice in the case of an emergency) of any fire or damage occurring on or to the Leased Premises.

**ARTICLE VIII: INSURANCE AND INDEMNITY**

**Section 8.01 Tenant's Insurance Obligations:** Tenant, at Tenant's sole cost and expense, shall obtain and maintain in effect throughout the Term, insurance policies providing for the following coverage: (i) all-risk property insurance against fire, theft, vandalism, malicious mischief, sprinkler leakage and such additional perils as now are or hereafter may be included in a standard extended coverage endorsement from time to time in general use in the State of Florida, insuring Tenant's merchandise, trade fixtures, furnishings, equipment and all items of personal property of Tenant and of anyone claiming by, through or under Tenant located on or in the Leased Premises, and the amount of such insurance will not be less than one hundred percent (100%) of the full replacement value thereof without deduction for depreciation, and with a deductible amount of not more than five percent (5%) for wind and hail losses and Five Thousand Dollars (\$5,000) for all other covered losses. Any and all proceeds of such insurance, so long as the Lease shall remain in effect, shall be used only to repair or replace or pay for the items so insured; (ii) a commercial general liability policy including insurance naming Landlord and any Mortgagee of the Park designated in writing by Landlord as additional insured, protecting against any and all claims for injury to persons or property occurring in or about the Leased Premises and protecting against assumed or contractual liability under this Lease with respect to the Leased Premises and the operations of Tenant and any subtenant of Tenant in, on or about the Leased Premises, with such policy to be in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate; and (iii) workers' compensation coverage as required by law and (iv) with respect to alterations, improvements and the like required or permitted to be made by Tenant hereunder, contingent liability and builders risk insurance in amounts reasonably satisfactory to Landlord.

**Section 8.02 Policy Requirements:** All insurance policies herein to be procured by Tenant shall: (i) be issued by insurance companies reasonably satisfactory to Landlord and authorized to do business in the State of Florida; (ii) be written as primary policy coverage and non-contributing with respect to any coverage which Landlord may carry with any coverage carried by Landlord being excess insurance; (iii) insure and name each of Landlord, any Mortgagee of the Park and any parties in interest designated by Landlord as an additional insured, as their respective interests may appear (except with respect to workers' compensation insurance); (iv) shall contain an express waiver of any right of subrogation by the insurance company against Landlord, and its agents, employees and representatives which arises or might arise by reason of any payment under such policy or by reason of any act or omission of Landlord, its agents, employees or representatives; (v) no act or negligence of Tenant, or anyone acting for Tenant, or failure to comply with the provisions of any Policy which might otherwise result in a forfeiture of the insurance or any part thereof, shall in any way affect the validity or enforceability of the insurance insofar as Landlord is concerned. Neither the issuance of any insurance policy required hereunder, nor the minimum limits specified herein with respect to Tenant's insurance coverage, shall be deemed to limit or restrict in any way Tenant's liability arising under or out of this Lease. With respect to each and every one of the insurance policies herein required to be procured by Tenant, on or before the Temporary Occupancy Commencement Date and before any such insurance policy shall expire, Tenant shall deliver to Landlord, upon Landlord's written request a duplicate original or certified copy of each such policy or a certificate of the insurer, certifying that such policy has been issued, providing the coverage required by this Section and containing provisions specified herein, together with evidence of payment of all applicable premiums. The term "insurance policy" as used herein shall be deemed to include any extensions or renewals of such insurance policy. In the event that Tenant shall fail to promptly furnish any insurance coverage hereunder required to be procured by Tenant, Landlord, at its sole option, shall have the right after ten (10) days prior written notice to Tenant to obtain the same and pay the premium therefor for a period not exceeding one (1) year in each instance, and the premium so applied by Landlord shall be immediately due and payable by Tenant to Landlord as Additional Rent.

**Section 8.03 Increase in Fire Insurance Premium:** Tenant agrees that it will not keep, use, sell or offer for sale in or upon the Leased Premises or elsewhere in the Park any article which may be prohibited by a standard form of fire and extended risk insurance policy maintained by Landlord on the Park or any portion thereof. Tenant agrees to pay any increase in premiums for fire and extended coverage insurance that may be charged during the term of this Lease on the amount of such insurance which may be carried by Landlord on the Building Property, resulting from the type of merchandise used or sold by Tenant in the Leased Premises, whether or not Landlord has consented to the same. In determining whether increased premiums are the result of Tenant's use of or sales in the Leased Premises, a schedule issued by the organization making the insurance rate on the Building Property, showing the various components of such rate on the Building Property, shall be conclusive evidence of several items and charges which make up the fire insurance rate. Tenant agrees to promptly make, at Tenant's sole cost, any repairs, alterations, changes and/or improvements to the Leased Premises required by the company issuing Landlord's fire

insurance so as to avoid the cancellation of, or the increase in premiums on, said insurance resulting from Tenant's occupation or use of the Leased Premises.

In the event Tenant's occupation and use of the Leased Premises causes any increase of premium for the fire, boiler and/or casualty Insurance rates on the Building Property or any part thereof above the rate for the least hazardous type of occupancy legally permitted in the Leased Premises, Tenant shall pay the additional premium on the fire, boiler and/or casualty Insurance policies by reason thereof. Tenant also shall pay in such event, any additional premium on the rent Insurance policy that may be carried by Landlord for its protection against rent loss through fire or other casualty. Bills for such additional premiums shall be rendered by Landlord to Tenant at such times as Landlord may elect and shall be due from, and payable by Tenant when rendered, and the amount thereof shall be deemed to be Additional Rent hereunder.

**Section 8.04 Indemnification of Landlord:** Tenant, on behalf of itself and Tenant's Agents, hereby releases Landlord and the Landlord Indemnified Parties from any liability for, and to the extent permitted by Florida law and without waiving or limiting any statutory limitations of liability which may be applicable, shall indemnify, defend and save Landlord and the Landlord Indemnified Parties harmless from and against, any and all claims, actions, damages, liability and expense (i) in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Leased Premises, or the occupancy or use by Tenant or Tenant's Agents of the Leased Premises or the Building Property or the Park or any part thereof, whether occurring in or about the Leased Premises or outside the Leased Premises but within the Park unless caused solely by the negligence (or gross negligence for personal property only) or willful misconduct of Landlord and (ii) in connection with or arising out of a breach of this Lease by Tenant. For all purposes under this Lease, the term "Landlord Indemnified Parties" shall include Managing Agent, Landlord's Agent, any on-site property or leasing manager for the Park and/or the Building and their respective employees, officers, directors, contractors, agents, members or subcontractors, and any ground or underlying lessors or any mortgagees of Landlord, including, without limitation, Lender. This indemnification shall survive to termination/expiration of this Lease.

**Section 8.05 Waiver of Subrogation:** Tenant waives (unless said waiver should invalidate any such insurance) its right to recover damages against Landlord or the Landlord Indemnified Parties for any reason whatsoever to the extent Tenant recovers indemnity from its insurance carrier or to the extent such indemnity would have been provided to Tenant had Tenant maintained the insurance required to be maintained under the terms hereof. Any insurance policy procured by Tenant shall, if obtainable, contain an express waiver of any right of subrogation by the insurance company against Landlord and the Landlord Indemnified Parties consistent with the terms of this paragraph.

#### **ARTICLE IX: ATTORNTMENT AND SUBORDINATION**

**Section 9.01 Attornment:** In the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any Mortgage made by Landlord covering the Building Property or in the event a deed is given in lieu of foreclosure of any such Mortgage, if requested to do so, Tenant shall attorn to such mortgagee or purchaser or grantee in lieu of foreclosure upon any such foreclosure or sale and recognize such mortgagee or purchaser or grantee as the landlord under this Lease. Any such mortgagee or purchaser or grantee who succeeds to the interest of Landlord hereunder shall not be liable for any act or omission of Landlord which occurred prior to the time that such party succeeded to the interest of Landlord hereunder; provided, however: (i) nothing herein shall limit, waive, or otherwise diminish any claims, demands, or causes of action Tenant may have against Landlord following any such foreclosure, exercise of power of sale, or deed given in lieu of foreclosure; and (ii) this Lease, as may be subsequently amended, shall remain valid and in full force and effect as to any such mortgagee, purchaser, or grantee who succeeds to the interest of Landlord.

**Section 9.02 Subordination:** Tenant agrees that this Lease and the interest of Tenant herein shall be, and the same hereby is made, subject and subordinate at all times to all covenants, restrictions, easements and other encumbrances now or hereafter affecting the fee title of the Park and to all ground and underlying leases and to any Mortgage of any amounts and all advances made and to be made thereon, which may now or hereafter be placed against or affect any or all of the Park and/or any or all of the Building, including the Leased Premises, and to all renewals, modifications, consolidations, participations, replacements and extensions thereof. The term "Mortgages" as used herein shall be deemed to include trust indentures and deeds of trust. The aforesaid provisions shall be self-operative and no further instrument of subordination shall be necessary unless required by any such ground or

underlying lessors or mortgagees. Should Landlord or any ground or underlying lessors or mortgagees desire confirmation of such subordination, then Tenant, within ten (10) days following written request therefor, agrees to execute and deliver, without charge, any and all documents (in form acceptable to Landlord and such ground or underlying lessors or mortgagees) subordinating the Lease and Tenant's rights hereunder to such ground or underlying leases or Mortgages. However, should any such ground or underlying lessors or any mortgagees request that this Lease be made superior, rather than subordinate, to any such ground or underlying lease and/or Mortgage, then Tenant, within ten (10) days following Landlord's written request therefor, agrees to execute and deliver, without charge, any and all documents (in form acceptable to Landlord and such ground or underlying lessors or mortgagees) effectuating such priority.

#### **ARTICLE X: ASSIGNMENT AND SUBLETTING**

##### **Section 10.01 Consent Required:**

(a) Tenant may not assign or in any manner transfer, or grant or suffer any encumbrance of Tenant's interest in this Lease in whole or in part, nor sublet all or any portion of the Leased Premises, or grant a license, concession or other right of occupancy in or of any portion of the Leased Premises (all or any of the foregoing actions are referred to as "Subleases") and all or any of assignees, subtenants, licensees, and other such parties are referred to as "Subtenants"), without the prior written consent of Landlord in each instance, such consent not be unreasonably withheld, conditioned, or delayed. Landlord's consent to a proposed Sublease may be withheld in Landlord's reasonable discretion, it being understood that (i) Landlord may consider, among other things, whether the proposed Subtenant is a reputable organization which will not detract from the first-class character of the Building and the Park, (ii) any proposed Sublease must comply with all other provisions of this Lease (including, without limitation, this Article X), must not alter Landlord's rights under the Lease and must not impose any additional obligation on Landlord, (iii) Landlord shall only grant its consent to a proposed Sublease where Landlord determines, in its commercially-reasonable judgment, that the proposed Subtenant is creditworthy and possesses adequate financial resources to fulfill the obligation of the tenant under this Lease, and (iv) an attempt by Tenant to sublease the Leased Premises, in whole or in part, at a rental rate greater than that charged under this Lease shall be deemed a valid reason for Landlord's withholding consent to such Sublease. Unless Landlord's consent specifically provides otherwise with respect to a particular proposed Subtenant, Tenant shall not offer to make or make a Sublease to any of the following: (i) a tenant in the Park; (ii) any party with whom Landlord or Landlord's Agent is then negotiating with respect to space in the Park; or (iii) any entity owned by, owning, or affiliated with, directly or indirectly, any tenant or party described in clauses (i) and (ii) hereof.

(b) The consent by Landlord to any such Sublease shall not constitute a waiver of the necessity for such consent to any subsequent proposed assignment or subletting. If this Lease should be assigned, or if the Leased Premises or any part thereof should be underlet or occupied by any party other than Tenant, Landlord may collect rent from the assignee, subtenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, underletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, subtenant or occupant as Tenant, or a release of Tenant from the further performance by Tenant of the covenants on the part of Tenant herein contained. The prohibitions against assignment or subletting contained herein shall be construed to include prohibitions against any assignment or subleasing by operation of law, legal process, receivership, bankruptcy or otherwise, whether voluntary or involuntary. Notwithstanding any such assignment or sublease, Tenant shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants and conditions of this Lease.

(c) Tenant shall have the obligation to pay to Landlord, as Additional Rent hereunder, a reasonable administrative fee in connection with Landlord's review of any proposed Sublease.

(d) Tenant shall not be entitled to sell, transfer, exchange, distribute or otherwise dispose of more than twenty-five percent (25%) of its assets (other than the Lease) without obtaining the prior consent of Landlord, which consent shall be granted by Landlord so long as Landlord determines, in its commercially-reasonable discretion, that Tenant shall, after such proposed transaction has taken place, remain able to satisfy its financial obligations hereunder when due.

**Section 10.02 Significant Change of Ownership:** Tenant represents that it is a not-for-profit corporation and that its officers have the authority to execute this Lease and documents related thereto. If there shall occur any

material change to Tenant with respect to ownership and/or the power of its officers or members to vote and execute documents, whether such material change of ownership is by sale, assignment, bequest, inheritance, operation of law or otherwise, without the prior written consent of Landlord, then Landlord shall have the option to terminate this Lease upon thirty (30) days notice to Tenant.

**Section 10.03 Assignment by Landlord:** In the event of the transfer and assignment by Landlord of its interest in this Lease and/or in the Building Property to a person expressly assuming Landlord's obligations under this Lease, Landlord shall thereby be released from any further obligations thereunder, and Tenant agrees to look solely to such successor in interest of Landlord for performance of such obligations. Any security given by Tenant to secure performance of Tenant's obligations hereunder may be assigned and transferred by Landlord to such successor in interest, and Landlord shall thereby be discharged of any further obligation relating thereto.

#### **ARTICLE XI: WASTE, GOVERNMENTAL REGULATIONS**

**Section 11.01 Waste or Nuisance:** Tenant shall not commit or suffer to be committed (i) any waste upon the Leased Premises or elsewhere on the Building Property or (ii) any nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant in the Building and/or the Park, or which may adversely affect Landlord's interest in the Leased Premises or the Building Property and/or the Park.

**Section 11.02 Government Regulations:** Tenant shall, at Tenant's sole cost and expense, comply with all municipal, county, state and federal laws, orders, ordinances and other applicable requirements of all governmental authorities now in force, or which may hereafter be in force, pertaining to, or affecting the condition, use or occupancy of, the Leased Premises, and shall faithfully observe in the use and occupancy of the Leased Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force, including, without limitation, the Americans with Disabilities Act. Tenant shall indemnify, defend and save Landlord and the Landlord Indemnified Parties harmless from all costs, losses, expenses or damages resulting from Tenant's failure to perform its obligations under this Section.

#### **ARTICLE XII: RULES AND REGULATIONS**

Tenant agrees to comply, and to cause Tenant's Agents to comply, with all commercially-reasonable rules and regulations that Landlord may adopt from time to time for operation of the Building and/or the Park or the protection and welfare of the Building and/or the Park and its tenants, visitors, and occupants. The present rules and regulations, which Tenant hereby agrees to comply with and to cause Tenant's Agents to comply with, entitled "Rules and Regulations" are attached hereto as Exhibit "B". Any future rules and regulations adopted by Landlord shall become a part of this Lease, and Tenant hereby agrees to comply with the same upon delivery of a copy thereof to Tenant, providing the same do not materially deprive Tenant of its rights established under this Lease.

#### **ARTICLE XIII: ADVERTISING, ETC.**

**Section 13.01 Solicitation of Business:** Tenant and Tenant's Agents shall not solicit business in the parking or other Common Areas of the Building Property or elsewhere within the Park, nor shall Tenant distribute, or allow Tenant's Agents to do so, any handbills or other advertising matter on automobiles parked in the parking area or in other Common Areas of the Building Property or elsewhere within the Park.

**Section 13.02 Advertised Name and Address:** Tenant may use as its advertised business address the name of the Park and the Building. Tenant shall not use the name of the Park or the Building for any purpose other than as the address of the business to be conducted by Tenant in the Leased Premises, and Tenant shall not acquire any property right in or to any name which contains the name of the Park or the Building as a part thereof. Any permitted use by Tenant of the name of the Park or the Building during the term of the Lease shall not permit Tenant to use, and Tenant shall not use, such name of the Park or the Building either after the termination of this Lease or at any other location. Tenant shall not use the name of Landlord in any advertisement, or otherwise.

#### **ARTICLE XIV: DESTRUCTION OF LEASED PREMISES**

**Section 14.01 Total or Partial Destruction:** If the Leased Premises shall be damaged by fire, the elements, unavoidable accident or other casualty, without the fault of Tenant or Tenant's Agents, but the Leased Premises are

not thereby rendered untenable in whole or in part, Landlord shall cause, at its own expense, such damage, except to any Alterations (unless the same are covered by Landlord's property insurance) and Tenant's equipment, trade fixtures and other tangible personal property, to be repaired, and the rent and other charges due hereunder shall not be abated. Such repairs shall be commenced by Landlord within a reasonable period of time following resolution by Landlord of any insurance claims relating to such casualty. If by reason of such occurrence, the Leased Premises shall be rendered untenable only in part, then Landlord shall cause, at its own expense, such damage, except to any Alterations (unless the same are covered by Landlord's property insurance) and Tenant's equipment, trade fixtures and other tangible personal property, to be repaired within a reasonable period of time, but only to the condition in which the Leased Premises were originally delivered to Tenant in accordance with Section 3.01 hereof, and the Base Rent, Additional Rent, and other sums due Landlord meanwhile shall be abated proportionately as to the portion of the Leased Premises rendered untenable; provided, however, if such damage shall occur during the last two (2) years of the term of this Lease (or of any Renewal Term), Landlord shall have the right, to be exercised by notice to Tenant within sixty (60) days after said occurrence, to elect not to repair such damage and to cancel and terminate this Lease effective as of a date stipulated in Landlord's notice, which shall not be earlier than thirty (30) days nor later than sixty (60) days after the giving of such notice. If the Leased Premises shall be rendered wholly untenable by reason of such occurrence, Landlord shall cause, at its own expense, such damage, except to any Alterations (unless the same are covered by Landlord's property insurance) and Tenant's equipment, trade fixtures and other tangible personal property, to be repaired, but only to the condition in which the Leased Premises were originally delivered to Tenant in accordance with Section 3.01 hereof, and the Base Rent, Additional Rent, and other sums due Landlord meanwhile shall be abated in whole; provided, however, that Landlord shall have the right, to be exercised by notice to Tenant within thirty (30) days after said occurrence, to elect not to reconstruct the destroyed Leased Premises, and in such event this Lease and the tenancy hereby created shall cease as of the date of said occurrence. Notwithstanding the foregoing, should the Leased Premises be damaged so that rebuilding cannot reasonably be substantially completed within one hundred eighty (180) days after such fire or other casualty, or if the Leased Premises are damaged or destroyed by a casualty not covered by the standard so-called "broad" form of fire and extended coverage insurance then in common use in the State of Florida, or if any mortgagee requires that insurance proceeds be used to satisfy debt rather be used to rebuild or restore the Leased Premises or the Building, then this Lease and the tenancy hereby created shall cease as of the date of said occurrence. Notwithstanding anything contained herein to the contrary, Landlord's obligation to repair or restore the Leased Premises shall be limited to the extent of insurance proceeds actually received by Landlord after the exercise by any mortgagee of an option, if any, to apply such proceeds against Landlord's debt to such mortgagee, it being understood that Landlord's obligation to repair and restore the Leased Premises shall be limited to such restoration as can be paid for in full by such insurance proceeds (minus any deductible amounts thereunder) as shall actually be received by Landlord). There shall not be any abatement in Additional Rent nor in the Base Rent if such damage is caused by the fault of Tenant or Tenant's Agents. Whenever the Base Rent, Additional Rent, or other sums due Landlord shall be abated pursuant to this Section 14.01, such abatement shall continue until the date which shall be the sooner to occur of: (i) fifteen (15) days after notice by Landlord to Tenant that the Leased Premises have been substantially repaired and restored; or (ii) the date Tenant's business operations are restored in the entire Leased Premises.

**Section 14.02 Partial Destruction of Building:** In the event that fifty (50%) percent or more of the rentable area of the Building shall be damaged or destroyed by fire or other cause, notwithstanding any other provisions contained herein and that the Leased Premises may be unaffected by such fire or other cause, Landlord and Tenant shall each have the right, to be exercised by notice in writing delivered to the other party within thirty (30) days after said occurrence, to elect to cancel and terminate this Lease. Upon the giving of such notice, the term of this Lease shall expire by lapse of time upon the thirtieth (30<sup>th</sup>) day after such notice is given, and Tenant shall vacate the Leased Premises and surrender the same to Landlord; provided, however, in the event the Building is deemed to be a hazard or danger by any governmental agency, the Lease shall expire upon the third (3<sup>rd</sup>) day after such notice is given.

**Section 14.03 Reconstruction of Improvement:** In the event of any reconstruction of the Leased Premises under this Section, said reconstruction shall be in substantial conformity with the Building prior to reconstruction. Tenant, at its sole cost and expense, shall be responsible for the repair and restoration of any Alterations, to the extent the same are not covered by Landlord's insurance and to the extent necessary to Tenant's continued use and occupancy of the Leased Premises, and the replacement of its stock in trade, trade fixtures, furniture, furnishings and equipment. Tenant shall commence the repair and restoration of any such Alterations and the installation of fixtures, equipment, and merchandise promptly upon delivery to it of possession of the Leased Premises and shall diligently prosecute the same to completion.

**ARTICLE XV: EMINENT DOMAIN**

**Section 15.01 Total Condemnation:** If the whole of the Leased Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this Lease shall cease and terminate as of the date that title vests in such proceeding, and all rentals and other charges shall be paid up to that date and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease, provided, however, any prepaid sums shall be promptly returned to Tenant.

**Section 15.02 Partial Condemnation:**

(a) If any part of the Leased Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, and in the event that such partial taking or condemnation shall, in the opinion of Landlord or Tenant, render the Leased Premises unsuitable for the business of Tenant, then Landlord and Tenant shall each have the right to terminate this Lease by notice given to the other within thirty (30) days after the date that title vests in such proceeding, and all rentals and other charges shall be paid up to that date and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease. A taking or condemnation in excess of fifty percent (50%) of the square footage of the Leased Premises shall be presumed to render the Leased Premises unsuitable for the business of Tenant. In the event of a partial taking or condemnation which is not extensive enough to render the Leased Premises unsuitable for the business of Tenant, then Landlord shall promptly restore the Leased Premises, exclusive of any Alterations and Tenant's equipment, trade fixtures and other tangible personal property, to a condition comparable to its condition at the time of such condemnation (less the portion lost in the taking) and the Building to the extent necessary to constitute the portion of the Building not so taken as a complete architectural unit and this Lease shall continue in full force and effect except that the Base Rent, Additional Rent, and other sums due Landlord shall be reduced in proportion to the portion of the Leased Premises lost in the taking; provided, however, that Landlord shall not in any event be required to spend for such repair, restoration or alteration work an amount in excess of the respective amounts received by Landlord as damages for the taking of such part of the Leased Premises and of the Building. As used herein, the phrase "received by Landlord" shall mean that portion of the award or damages in any condemnation proceeding received by Landlord from the condemning authority which is free and clear of all prior claims or collections by the holders of any mortgages or deeds of trust or any ground or underlying lessors.

(b) If more than twenty (20%) percent of the floor area of the Building shall be taken as aforesaid (whether or not the Leased Premises shall be affected by the taking), Landlord shall have the right to terminate this Lease by notice to Tenant given within sixty (60) days after the date that title vests in such proceeding, and all rentals and other charges shall be paid up to that date and Tenant shall have no claim against Landlord for the value of the unexpired term of this Lease, provided, however, any prepaid sums shall be promptly returned to Tenant. If more than five percent (5%) of the Leased Premises is affected by the taking, Tenant shall have the absolute right to terminate this Lease pursuant to the above-referenced requirements.

(c) In the event of any taking of the Leased Premises or any part thereof for temporary use for a period of thirty (30) days or less, this Lease shall be and remain unaffected except that Base Rent, Additional Rent, and other sums due Landlord shall abate during such period. Any temporary taking that lasts more than thirty (30) days shall be deemed a total taking and shall be governed by the provisions of Section 15.01 hereof.

**Section 15.03 Landlord's Damages:** In the event of any condemnation or taking as herein above provided, whether whole or partial, Tenant shall not be entitled to any part of the award, as damages or otherwise, for such condemnation, and Landlord is to receive the full amount of such award, Tenant hereby expressly waiving any right or claim to any part thereof and, except as set forth in Section 15.04 hereof, Tenant hereby releases and assigns to Landlord all of Tenant's rights to such awards. Tenant covenants to promptly deliver such further assignments and assurances thereof as Landlord may from time to time reasonably request from Tenant, with Tenant hereby irrevocably designating and appointing Landlord as its attorney-in-fact to execute and deliver in Tenant's name and behalf all such further assignments thereof should Tenant fail to deliver the same on request.

**Section 15.04 Tenant's Damages:** Although all damages in the event of any condemnation are to belong to Landlord, whether such damages are awarded as compensation for diminution in value of the leasehold created

hereby or the fee of the Leased Premises, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant, in Tenant's own right, on account of any damage to Tenant's business by reason of the condemnation and for or on account of any cost or loss to which Tenant might be put in removing Tenant's merchandise, furniture, fixtures, leasehold improvements and equipment from the Leased Premises, provided no such claim shall diminish or otherwise adversely affect Landlord's award. Each party agrees to execute and deliver to the other all instruments that may be required to effectuate the provisions of Section 15.03 and this Section 15.04.

**Section 15.05 Sale Under Threat of Condemnation:** A sale by Landlord to any governmental unit or other authority having the power of eminent domain, either under threat of condemnation or while condemnation proceedings are pending, shall be deemed a taking under the power of eminent domain for all purposes under this Article XV.

#### **ARTICLE XVI: DEFAULT OF TENANT**

**Section 16.01 Events of Default:** Upon the happening of one or more of the events as expressed below in (a) to (j), inclusive (each individually, an "Event of Default" and collectively, "Events of Default"), for more than ten (10) days after written notice thereof is given by Landlord to Tenant specifying the nature of such default, or if the default so specified shall be of such a nature that the same cannot reasonably be cured or remedied within said ten (10) day period, if Tenant shall not in good faith have commenced the curing or remedying of such default within such ten (10) day period and shall not thereafter continuously and diligently proceed therewith to completion, provided, however, nothing herein shall prohibit Landlord from taking immediate legal action, with or without notice, to protect the health, safety or welfare of Landlord, the Building and/or the Park, tenants of the Building and/or the Park, other persons or entities in or about the Building and/or the Park or the general public, Landlord shall have any and all rights and remedies hereinafter set forth:

(a) In the event Tenant should fail to pay any monthly installment of Base Rent or Additional Rent or any other sums required to be paid hereunder, as and when the same become due.

(b) To the extent not contrary to federal bankruptcy law, in the event a petition in bankruptcy (including a Chapter 11 bankruptcy proceeding or any other reorganization proceeding under federal bankruptcy law) is filed by Tenant, or is filed against Tenant, and such petition is not dismissed within thirty (30) days from the filing thereof, or in the event Tenant is adjudicated a bankrupt.

(c) In the event an assignment for the benefit of creditors is made by Tenant.

(d) In the event of an appointment by any court of a receiver or other court officer of Tenant's property and such receivership is not dismissed within thirty (30) days from such appointment.

(e) In the event Tenant removes, attempts to remove, or permits to be removed from the Leased Premises, except in the usual course of trade, the equipment, furniture, effects or other personal property of Tenant brought thereon.

(f) In the event Tenant, before the expiration of the term hereof and without the written consent of Landlord, vacates the Leased Premises or abandons the possession thereof, or uses the same for purposes other than the purposes for which the same are hereby leased, or ceases to use the Leased Premises for the purposes herein expressed.

(g) In the event an execution or other legal process is levied upon the equipment, furniture, effects or other personal property of Tenant brought on the Leased Premises, or upon the interest of Tenant in this Lease, and the same is not satisfied or dismissed within ten (10) days from the date of such levy.

(h) In the event Tenant fails to keep, observe or perform any of the other terms, conditions or covenants on the part of Tenant herein to be kept, observed and performed.

(i) Notwithstanding anything contained herein to the contrary, in the event of a monetary default on the part of Tenant, Landlord shall give and shall only be required to give Tenant three (3) days written notice within which Tenant must cure the monetary default.

**Section 16.02 Remedies of Landlord:** Upon the occurrence of any Event of Default, then Landlord shall have the following rights and remedies:

(a) In the event of any such default or breach, Landlord shall have the immediate right to re-enter the Leased Premises, either by summary proceedings, by force or otherwise, and to dispossess Tenant and all other occupants therefrom and remove and dispose of all property therein in the manner provided in subdivision (c) of this Section, all without service of any notice of intention to re-enter and with or without resort to legal process (which Tenant hereby expressly waives) and without Landlord being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby. In the event of any such default or breach, Landlord shall have the right, at its option, from time to time, without terminating this Lease, to re-enter and re-let the premises, or any part thereof, as the agent and for the account of Tenant upon such terms and conditions as Landlord may deem advisable or satisfactory, in which event the rents received on such re-letting shall be applied first to the expenses of such re-letting and collection including but not limited to, necessary renovation and alterations of the Leased Premises, reasonable attorney's fees, any real estate commissions paid, and thereafter toward payment of all sums due or which become due Landlord hereunder, and if a sufficient sum shall not be thus realized or secured to pay such sums and other charges, (i) at Landlord's option, Tenant shall pay Landlord any deficiency monthly, notwithstanding Landlord may have received rental in excess of the rental stipulated in this Lease in previous or subsequent months, and Landlord may bring an action therefor as such monthly deficiency shall arise, or (ii) at Landlord's option, the entire deficiency, which is subject to ascertainment for the remaining term of this Lease, shall be immediately due and payable by Tenant. Nothing herein, however, shall be construed to require Landlord to re-enter in any event. The Landlord shall not, in any event, be required to pay Tenant any surplus of any sums received by Landlord on a re-letting of said premises in excess of the rent provided in this Lease.

(b) In the event of any such default or breach, the Landlord shall have the right, at its option, to declare the rents for the entire remaining term and other indebtedness, if any, immediately due and payable without regard to whether or not possession shall have been surrendered to or taken by Landlord, and may commence action immediately thereupon and recover judgment therefor.

(c) The Landlord in addition to other rights and remedies it may have, shall have the right to remove all or any part of the Tenant's property from said premises and any property removed may be stored in any public warehouse or elsewhere at the cost of, and for the account of Tenant and the Landlord shall not be responsible for the care or safekeeping thereof, and the Tenant hereby waives any and all loss, destruction and/or damage or injury which may be occasioned by any of the aforesaid acts.

(d) No such re-entry or taking possession of said Leased Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention is given to Tenant. Notwithstanding any such re-letting without termination, Landlord may at all times hereafter, elect to terminate this Lease for such previous default or breach. Any such re-entry shall be allowed by Tenant without hindrance, and Landlord shall not be liable in damages for any such re-entry, or guilty of trespass or forcible entry.

(e) Any and all rights, remedies and options given in this Lease to Landlord shall be cumulative and in addition to and without waiver of or in derogation of any right or remedy given to it under any law now or hereafter in effect.

**Section 16.03 Waiver:** The waiver by either party of any Event of Default or other breach of any term, condition or covenant herein contained shall not be waiver of such term, condition or covenant, or any subsequent Event of Default or breach of the same or any other term, condition or covenant herein contained. The consent or approval by a party to or of any act by the other party requiring such party's consent or approval shall not be deemed to waive or render unnecessary the waiving party's consent to or approval of any subsequent similar act by the other party. No re-entry hereunder shall bar the recovery of rents or damages for any Event of Default or breach of any of the terms, conditions or covenants on the part of Tenant herein contained. The receipt by Landlord of rent after an Event of Default or other breach of any term, condition or covenant herein contained, or delay on the part of



Landlord to enforce any right hereunder, shall not be deemed a waiver of forfeiture, or a waiver of the right of Landlord to terminate this Lease or to re-enter said Leased Premises or to re-let the same.

**Section 16.04 Expenses of Enforcement:** In the event any payment due Landlord under this Lease shall not be paid on the due date thereof, Tenant agrees to pay interest on the delinquent amount at twelve percent (12%) per annum, until such delinquent payment is made. In the event any check, bank draft, order for payment or negotiable instrument given to Landlord for any payment under this Lease shall be dishonored for any reason whatsoever not attributable to Landlord, Landlord shall be entitled to make an administrative charge to Tenant of One Hundred (\$100.00) Dollars in each instance. Tenant recognizes and agrees that the charges which Landlord is entitled to make upon the conditions stated in this Section 16.04 represent, at the time this Lease is made, a fair and reasonable estimate and liquidation of the losses and costs to be incurred by Landlord resulting from the events described herein, which costs are not contemplated or included in any other rental or charges provided to be paid by Tenant to Landlord in this Lease. Any charges becoming due under this Section 16.04 shall be added and become due with the next ensuing monthly payment of Base Rent and shall be collectible as Additional Rent hereunder.

**Section 16.05 Legal Expenses:** In the event that it shall become necessary for either party to employ the services of an attorney in exercising or enforcing any of its rights or remedies hereunder, or to collect any sums due to it under this Lease, or to remedy the breach of or in enforcing any of the terms, conditions, provisions or covenants of this Lease, regardless of whether suit be brought, the non-prevailing party shall pay to the prevailing party such fee as shall be charged by the prevailing party's attorneys for such services. Should suit be brought for the recovery of possession of the Leased Premises, or for rent or any other sum due under this Lease, or in exercising or enforcing any of the rights or remedies hereunder or in enforcing any of the terms, conditions, provisions or covenants of this Lease, the non-prevailing party shall pay to the prevailing party all expenses of such suit and any appeal thereof, including attorney's fees.

#### **ARTICLE XVII: ACCESS BY LANDLORD**

**Section 17.01 Right of Entry:** Landlord and Landlord's Agent (and its employees and designees) shall have the right to enter the Leased Premises upon not less than twenty-four (24) hours' prior notice, except in the case of emergencies, to examine the same, and to show them to prospective purchasers or tenants of the Building, and to make such repairs, or alterations, improvements or additions as Landlord may deem necessary or desirable, and Landlord shall be allowed to take all material into and upon said Leased Premises that may be required therefor without the same constituting an eviction of Tenant in whole or in part and the rent reserved hereunder shall in no way abate while said repairs, alterations, improvements or additions are being made unless Tenant is prevented from operating in the Leased Premises in whole or in part, in which event rent shall be proportionately abated during said period based on the square footage amount within the Leased Premises that is rendered unusable during such period. During the six (6) months prior to the expiration of the term of this Lease or any Renewal Term, Landlord may exhibit the Leased Premises to prospective tenants or purchasers, and place upon the Leased Premises notices "To Let" and/or "For Sale" (or similar notices), which notices Tenant shall permit to remain thereon without molestation. If Tenant shall not be personally present to open and permit an entry into said Leased Premises, at any time, when for any reason an entry therein shall be necessary or permissible, Landlord or Landlord's Agent (or its employees or designees) may enter the same without in any manner affecting the obligations and covenants of this Lease. Nothing herein contained, however, shall be deemed or construed to impose upon Landlord any obligation, responsibility or liability whatsoever for the care, maintenance or repair of the Leased Premises or the Building or any part thereof, except as otherwise herein specifically provided.

**Section 17.02 Roof:** Use of the roof and air space above the Leased Premises and the Building is reserved exclusively to Landlord. Tenant is improving the HVAC units as set forth in Section 3.02. Tenant recognizes that unauthorized activity on or penetration to the roof may adversely affect and/or void the roof warranty as well as adversely affect insurance coverage under Landlord's insurance policies. Therefore, Tenant agrees not to initiate improvement of the HVAC units without prior notification to Landlord and its managing agent. All work and maintenance shall be performed by licensed contractors, pre-approved by Landlord (which approval shall not be unreasonably withheld, delayed, or conditioned) and available for inspection by Landlord during the performance of the work.

**ARTICLE XVIII: TENANT'S PROPERTY**

**Section 18.01 Taxes on Leasehold or Personalty:** Tenant shall be responsible for and shall pay before delinquency all municipal, county or state taxes, assessments or levies assessed during the term of this Lease against any leasehold interest created hereunder or against personal property of any kind, owned by or placed in, upon or about the Leased Premises by Tenant.

**Section 18.02 Loss and Damage:** Except in the case of Landlord's or Landlord's officers', members,' agents', or employees' gross negligence or willful misconduct, Landlord shall not be responsible for any damage to any personal property of Tenant or Tenant's Agents located on the Leased Premises or elsewhere on the Building Property or within the Park nor for the loss of or damage to any personal property of Tenant or Tenant's Agents by reason of theft or otherwise. Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or leaks from any part of the Leased Premises or elsewhere on the Building Property or within the Park or from the pipes, appliances or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatever nature except in the case of Landlord's or Landlord's officers', members,' agents', or employees' gross negligence or willful misconduct. Landlord shall not be liable for any losses or damage caused by other tenants or persons in the Leased Premises or in the Building, other occupants of space within the Park or the public, or caused by construction of any private, public or quasi-public work. Landlord shall not be liable in damages or otherwise for any latent defect in the Leased Premises or in the Building, except that if Tenant shall give notice to Landlord of the existence of any such latent defect, then provided such defect shall not have resulted from any act, alteration or improvement made or done by Tenant or Tenant's Agents, Landlord shall repair such defect. All property of Tenant or Tenant's Agents kept or stored on the Leased Premises shall be so kept or stored at the risk of Tenant and Tenant's Agents only, and Tenant shall hold Landlord and the Landlord Indemnified Parties harmless from any and all claims arising out of damage to same, including subrogation claims by any insurance carrier(s) of Tenant or Tenant's Agents, except in the case of Landlord's or Landlord's officers', members,' agents', or employees' gross negligence or willful misconduct.

**Section 18.03 Notice by Tenant:** Tenant shall give prompt notice to Landlord upon Tenant's discovery of any defects in the Leased Premises or the Building Property or in any fixtures or equipment for which Landlord is responsible under this Lease.

**ARTICLE XIX: HOLDING OVER, SUCCESSORS**

**Section 19.01 Holding Over:** On the last day of the term of this Lease, or upon any earlier termination of this Lease, or upon re-entry by Landlord upon the Leased Premises after the occurrence of an Event of Default, Tenant shall peaceably and without notice of any sort, quit and surrender the Leased Premises to Landlord in good order, condition and repair, except for ordinary wear and tear and such damage or destruction as Landlord is required to repair or restore under the terms of this Lease, and Tenant shall remove all of Tenant's furnishings, equipment, trade fixtures and other personal property therefrom. Tenant specifically agrees that in the event Tenant retains possession and does not so quit and surrender the Leased Premises to Landlord when required to do so, then Tenant shall pay to Landlord as Additional Rent hereunder:

(a) all damages that Landlord may suffer on account of Tenant's failure to so surrender and quit the Leased Premises, and Tenant will indemnify and save Landlord and the Landlord Indemnified Parties harmless from and against any and all claims made by succeeding tenant of the Leased Premises against Landlord on account of any delay of Landlord in delivering possession of the Leased Premises to said succeeding tenant to the extent that such delay is occasioned by the failure of Tenant to so quit and surrender said Leased Premises, and

(b) rent for each month or any applicable portion of a month of such holding over at twice the amount of Base Rent and Additional Rent payable for the month immediately preceding the termination of this Lease, during the time Tenant thus remains in possession.

The provisions of this Section 19.01 do not waive any of Landlord's rights of re-entry or any other right under the terms of this Lease. If Tenant shall fail to surrender the Leased Premises as herein provided, no new tenancy shall be created, and Tenant shall be guilty of unlawful detainer.

(c) No surrender of this Lease or of the Leased Premises shall be binding on Landlord unless:

(i) Tenant physically surrenders the keys to the Leased Premises to Landlord; and

(ii) Landlord specifically acknowledges and consents to the surrender in writing (except in the case of the expiration of the Lease Term or earlier termination thereof pursuant to this Lease).

**Section 19.02 Successors:** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors, and permitted assigns of the said parties; and if there shall be more than one Tenant, they shall be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefits of any assignee or sublessee of Tenant unless the assignment to such assignee or sublease has been approved by Landlord in writing as provided in Section 10.01 hereof. Nothing contained in this Lease shall in any manner restrict Landlord's right to assign or encumber this Lease and, in the event Landlord sells or transfers its interest in the Building Property and the purchaser or transferee assumes Landlord's obligation and covenants under this Lease, Landlord shall thereupon be relieved of all further obligations hereunder.

#### **ARTICLE XX: QUIET ENJOYMENT**

Upon payment by Tenant of the rents herein provided and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Leased Premises for the term hereby demised without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under Landlord, subject, nevertheless, to the terms and conditions of this Lease and the superior rights of ground or underlying lessors or mortgagees pursuant to Article IX hereof.

#### **ARTICLE XXI: ENVIRONMENTAL ACTIONS AND INDEMNIFICATION**

(a) Tenants agrees not to store in, on or outside of the Leased Premises any hazardous materials of any type, as defined by any local, state or federal governmental or agency, or any other toxic, corrosive, reactive or ignitable material without first obtaining, in each case, all governmental approvals and permits required for such storage and Landlord's prior written consent, which consent may be withheld in Landlord's sole discretion.

(b) To the extent permitted by Florida law and without waiving or limiting any statutory limitations of liability which may be applicable, Tenant shall indemnify and hold Landlord and the Landlord Indemnified Parties harmless from any and all damages, potential damages, losses, liabilities, costs and expenses of corrective work, obligations, penalties, fines, impositions, fees, levies, lien removal or bonding costs, claims litigation, demands, defenses, judgments, disbursements, or expenses (including, without limitation, attorneys fees and expert's fees) related to, concerning or arising out of Tenant's causing or permitting, knowingly or unknowingly, directly or indirectly, any hazardous material or other material prohibited by subparagraph (a) of this Article XXI to pollute or contaminate the Leased Premises, the Building Property and/or the Park or any part thereof, or any person or property in, on, under, above or outside of the Building Property and/or the Park or any part thereof. The terms of this paragraph shall survive the expiration or earlier termination of the term of this Lease.

#### **ARTICLE XXII: MISCELLANEOUS**

**Section 22.01 Accord and Satisfaction:** No payment by Tenant or receipt by Landlord of a lesser amount than the monthly Base Rent and Additional Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying the check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided in the Lease or by law.

**Section 22.02 No Partnership:** Landlord does not, in any way or for any purpose, become a partner of Tenant in the conduct of its business, or otherwise, or joint venturer or a member of a joint enterprise with Tenant.

**Section 22.03 Force Majeure:** Except as to Article XIV of this Lease, in the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, terrorist act, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equal to such delay. The provisions of this Section 22.03 shall not operate to excuse Tenant from the prompt payment of Base Rent, Additional Rent or any other payments required by the terms of this Lease or operate to allow Tenant to abandon the Leased Premises during any such period of delay.

**Section 22.04 Notices:** Except as otherwise authorized or allowed by statute, any notice, demand, request or other communication required or permitted be given under this Lease shall be in writing, signed by the party giving it and conclusively deemed to have been properly given to and received and to be effective when sent by (i) personal delivery, or (ii) reputable overnight delivery service with proof of delivery, or (iii) United States Mail, postage prepaid, registered or certified mail, return receipt requested, or (iv) legible facsimile transmission sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given either at the time of personal delivery, or, in the case of expedited delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided herein, or, in the case of facsimile transmission, as of the date of the facsimile transmission provided that an original of such facsimile must also sent to the intended addressee by one of the means described in clauses (i) through (iii) above. The respective addresses of the parties are as hereafter set forth:

|                 |   |
|-----------------|---|
| If to Landlord: | Helios Colliers, LLC.<br>1400 N.W. 107 <sup>th</sup> Avenue<br>5 <sup>th</sup> Floor<br>Miami, Florida 33172            |
| With a copy to: | Adler Realty Services LLC<br>1400 NW 107th Avenue, 5th Floor<br>Miami, Florida 33172                                    |
| If to Tenant:   | Tenant's Mailing Address as per Section 1.01 Basic Terms and References.  |
| With a copy to: | Greg Urbancic, Esq.<br>Coleman, Yovanovich & Koester, P.A.<br>4001 Tamiami Trail N., Suite 300<br>Naples, Florida 34103 |

Any party hereto may, by giving five (5) days written notice to the other party hereto, designate any other address in substitution of the foregoing address to which notice shall be given.

**Section 22.05 Captions and Section Numbers:** The captions, section numbers, article numbers and index appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or described the scope or intent of such sections or articles of this Lease nor in any way affect this Lease.

**Section 22.06 Tenant Defined, Use of Pronoun:** The word "Tenant" shall be deemed and taken to mean each and every person mentioned as a Tenant herein to be the same, one or more. If there shall be more than one Tenant, any notice required or permitted by the terms of this Lease may be given by or to any one thereof, and shall have the same force and effect as if given to all thereof. The use of the neutral singular pronoun to refer to Landlord or Tenant shall be deemed a proper reference even though Landlord or Tenant may be an individual, a partnership, a corporation, or a group of two or more individuals or corporations. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Landlord or Tenant and to

either corporations, associations, partnerships, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

**Section 22.07 Broker's Commission:** Each of the parties represents and warrants that it has dealt with no broker or brokers in connection with the execution of this Lease, except as set forth in Section 1.01, and each of the parties agrees to indemnify the other against, and hold it harmless from, all liabilities arising from any claim for brokerage commissions or finder's fee resulting from the indemnitor's acts (including, without limitation, the cost of attorney's fees in connection therewith) except for the persons or entities set forth in Section 1.01 as the broker(s) of such party Landlord shall pay commission to Premier Commercial Inc. pursuant to a separate written agreement.

**Section 22.08 Partial Invalidity:** In any term, covenant or condition of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

**Section 22.09 Effectiveness of Lease:** The submission of this Lease for examination does not constitute a reservation of or option for the Leased Premises and this Lease becomes effective as a lease only upon execution thereof by Landlord and Tenant.

**Section 22.10 Recording:** Tenant shall not record this Lease or any memorandum thereof without the written consent and joinder of Landlord, which consent may be withheld in Landlord's sole discretion. Tenant for itself, Tenant's Agents and permitted assigns, covenants and agrees that the subject matter and terms of this Lease shall be held in strict confidence and not disclosed to any person; provided, however, disclosure may be made by Tenant (i) in any proceeding brought to enforce this Lease, (ii) as otherwise required by law and (iii) to Tenant's lenders, accountants, legal and other advisors. The obligations and duties created by this section shall survive the termination or expiration of this Lease.

**Section 22.11 Liability of Landlord:** Anything contained in this Lease, at law or in equity to the contrary notwithstanding, Tenant expressly acknowledges and agrees that there shall at no time be or be construed as being any personal liability by or on the part of Landlord's members, officers, directors, stockholders, partners, principals (disclosed or undisclosed), representatives or agents of Landlord (including Landlord's Agents) (collectively, the "Individual Parties") under or in respect of this Lease or in any way related hereto or the Leased Premises; it being further acknowledged and agreed that Tenant is accepting this Lease and the estate created hereby upon and subject to the understanding that it shall not enforce or seek to enforce any claim or judgment or any other matter, for money or otherwise, personally or directly against any Individual Parties but will look solely to Landlord (i.e., Helios Colliers LLC, its successors and/or assigns) and/or Landlord's interest in the Park for the satisfaction of any and all claims, remedies or judgments (or other judicial process) in favor of Tenant requiring the payment of money by Landlord in the event of any breach by Landlord of any of the terms, covenants or agreements to be performed by Landlord under this Lease or otherwise, subject, however, to the prior rights of any ground or underlying lessors or the holders of the mortgages covering the Park; such exculpation of personal liability as to the Individual Parties as herein set forth to be absolute, unconditional and without exception of any kind.

**Section 22.12 Time of the Essence:** Time is of the essence of this Lease and each and all of its provisions in which performance is a factor.

**Section 22.13 Estoppel Information:** When the Permanent Commencement Date is determined, Tenant agrees, upon request of Landlord, to execute and deliver to Landlord, without charge and within ten (10) days following a written request therefor, a written declaration in form satisfactory to Landlord, provided the following are true and accurate: (i) ratifying this Lease; (ii) confirming the Permanent Commencement Date, Rent Commencement Date and Lease Expiration Date; (iii) certifying that Tenant is in occupancy of the Leased Premises, the date Tenant commenced operating Tenant's business therein and that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended, except by such writings as shall be stated; (iv) that all conditions under this Lease to be performed by Landlord have been satisfied, except such as shall be stated; (v) that there are no defenses or offsets against the enforcement of this Lease by Landlord, or stating those claimed by Tenant; (vi) reciting the amount of advance rental, if any, paid by Tenant and the date to which rental has been paid; (vii) reciting the amount of security deposited with Landlord, if any; and (viii) certifying the status of any other

matter requested by Landlord or its mortgagee or potential lender or purchaser. Tenant agrees to execute and deliver similar declarations at any time and from time to time and within ten (10) days following request therefor by Landlord or by any mortgagee or ground or underlying lessor, and each of such parties (and any potential lender or purchaser of the Building Property) shall be entitled to rely upon such written declaration made by Tenant. Tenant's failure or refusal to execute the declaration required hereunder within ten (10) days following the request therefor (provided the statements contained in the requested estoppel are true and accurate) will constitute an Event of Default hereunder, and Landlord shall have such rights and remedies against Tenant as are available under Section 16.02 hereof.

**Section 22.14 Cumulative Remedies:** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

**Section 22.15 Choice of Law:** This Lease shall be governed by the laws of the State of Florida. The venue for any action filed in connection herewith by either party shall lie exclusively in a court of competent jurisdiction within the county in which the Leased Premises are located.

**Section 22.16 Waiver of Trial by Jury:** THE PARTIES HERETO SHALL AND THEY HEREBY DO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE LEASED PREMISES, AND/OR ANY CLAIM OF INJURY OR DAMAGE.

**Section 22.17 Counterparts:** This Lease may be executed in multiple copies, each of which shall be deemed an original, and all of such copies shall together constitute one and the same instrument.

**Section 22.18 Acceptance of Funds by Landlord:** No receipt of money by Landlord from Tenant after the termination of this Lease or after the service of any notice or after the commencement of any suit, or after final judgment for possession of the Leased Premises shall reinstate, continue or extend the term of this Lease or affect any such notice, demand or suit.

**Section 22.19 Attachments:** Any exhibits as well as any amendments which are attached to this Lease are hereby made a part of this Lease and are incorporated herein as if fully set forth herein.

**Section 22.20 Radon Gas:** Radon is naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

**Section 22.21 Insertion:** No insertion, whether handwritten or otherwise, which attempts or purports to change or modify the standard type written provisions of this Lease and/or attachments or amendments hereto shall be effective or binding, unless and until each party to this Lease initials the change(s) or modification(s) in the margin immediately adjacent thereto. A general initialing by the parties of a page, at the top or bottom thereof, shall not be deemed compliance with the above-referenced requirement and shall not bind either party to the terms or conditions of the insertion.

**Section 22.22 Representation and Liability:** The person executing this document on behalf of Tenant represents that Tenant and any entity signing on behalf of Tenant are valid and existing entities authorized to do business in the State of Florida and that the actual signatory is fully authorized to act on behalf of the entity(ies) for which the individual is purportedly signing. If any of the above representations are inaccurate or untrue and, as a result thereof, the entity entering into this Lease cannot be held liable hereunder, it is specifically understood that the individual executing this Lease will be obligated under the Lease as if the Lease was entered into in the signatory's individual name, and Landlord may thereafter take such action as is necessary and appropriate against the signatory of this document in the signatory's individual capacity.

**Section 22.23 Entire Agreement:** This Lease and the exhibits and amendments, if any, attached hereto and forming a part hereof, set forth all covenants, promises, agreements, conditions and understandings between

Landlord and Tenant concerning the Leased Premises, and there are no covenants, promises, conditions or understandings, either oral or written, between them other than are herein set forth. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest.

Section 22.24 **Specially Designated Nationals and Blocked Persons List.** Tenant represents and warrants to Landlord that neither Tenant nor any person or entity that owns or controls, is owned or controlled by or is under common ownership or control with Tenant, and Landlord represents and warrants to Tenant that neither Landlord nor any person or entity that owns or controls, is owned or controlled by or is under common ownership or control with Landlord (a) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury pursuant to Executive Order No. 13224, 66 Federal Register 49079 (September 25, 2001) or (b) has been convicted, pleaded nolo contendere, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering.

Section 22.25 **Tenant's Availability of Funding.** Notwithstanding anything contained in this Lease to the contrary, Tenant's performance and obligations under this Lease are expressly contingent upon an annual appropriation from the State of Florida and the federal government. If the federal Government or the State of Florida fails to appropriate sufficient funding to enable Tenant to continue its obligations hereunder, Tenant may terminate this Lease without penalty to Tenant by providing Landlord with six (6) months prior written notice of the termination date together with written documentation of the failure of the appropriations. Upon such termination the Lease shall be treated as if expired by the efflux of time, and Tenant shall receive a refund of any prepaid sums and the parties shall thereafter have no further rights, duties, obligations, or liabilities hereunder, including, without limitation, any future payment obligations relating to Base Rent, Additional Rent, Total Project Cost, and other sums due hereunder, except for those matters, including but not limited to indemnification, which survive the termination/expiration thereof.

IN WITNESS WHEREOF, Landlord and Tenant have signed and sealed this Lease of the day and year first above written.

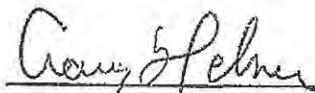
Witness as to Landlord:

  
Print Name: KAY L. LITTY

  
Print Name: John Gonzalez

Witness as to Tenant:

  
Print Name: Michael E. Edm

  
Print Name: Craig Helmer

**LANDLORD:**

Helios Colliers LLC,  
a Delaware limited liability company

By:   
Print Name: Robert M. Smither, Jr.  
Title: Authorized Signatory

**TENANT:**

Southwest Florida Workforce Development  
Board, Inc., a Florida not-for-profit corporation

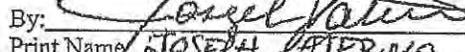
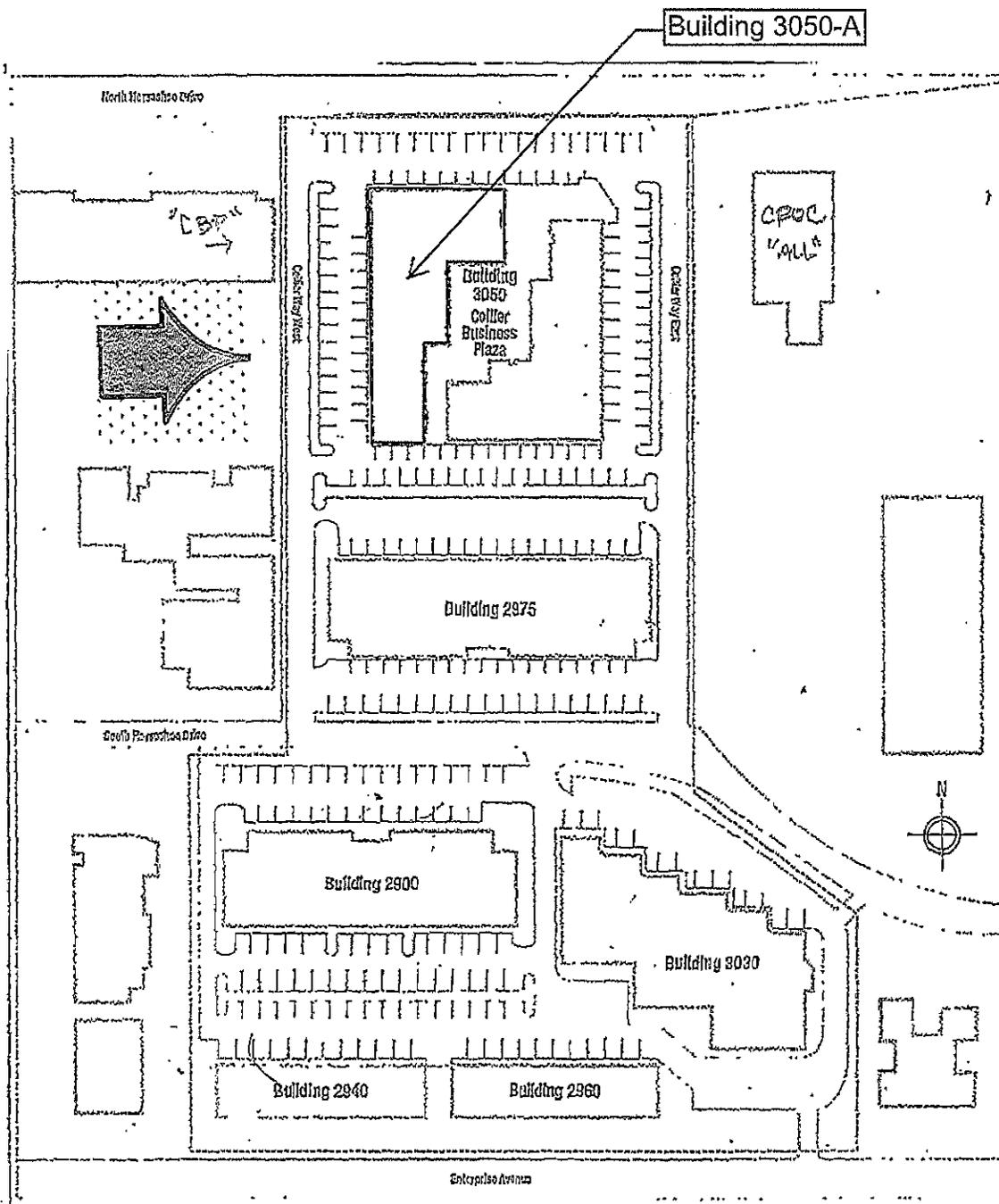
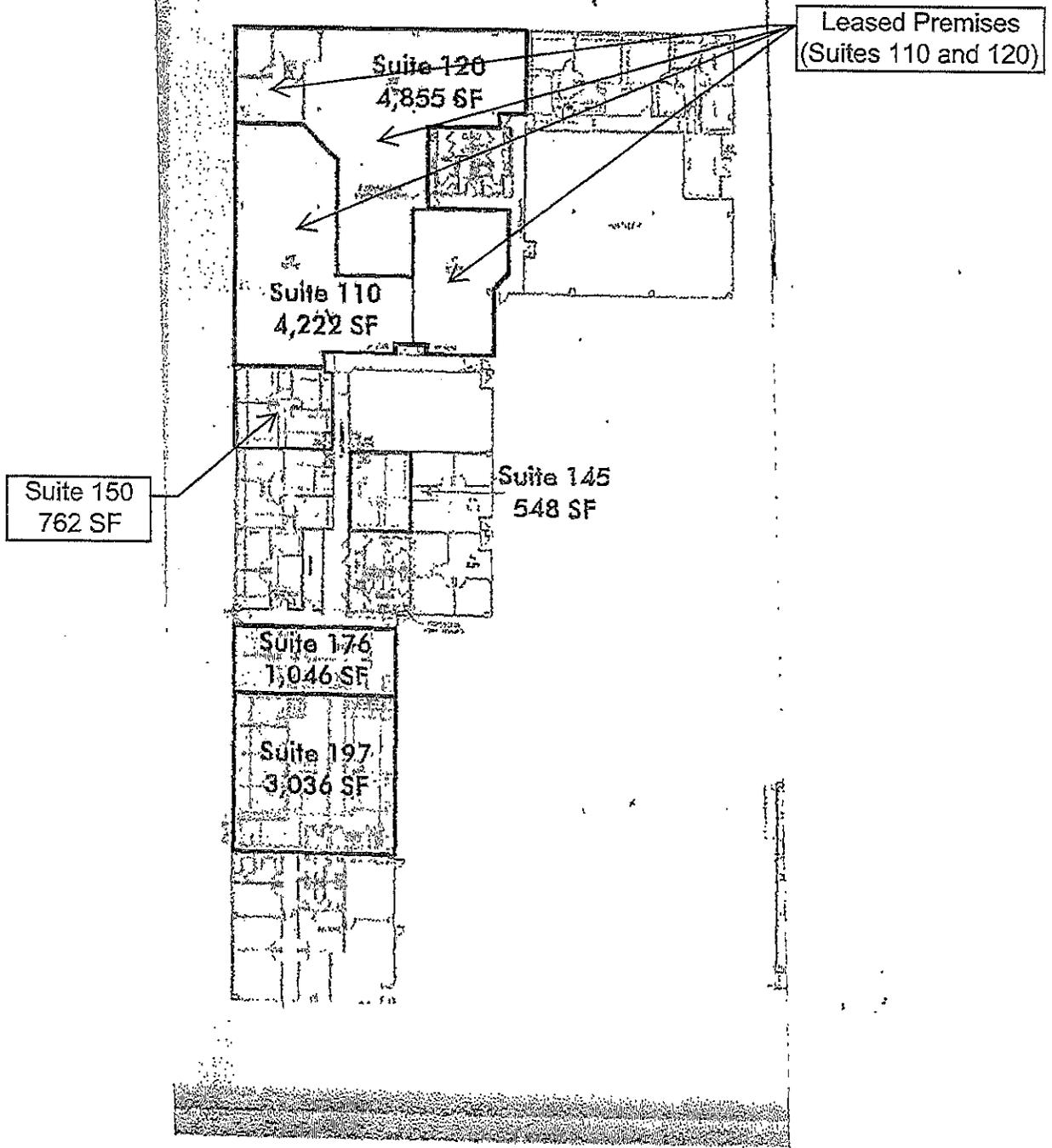
By:   
Print Name: JOSEPH PATERNO  
Title: Executive Director

EXHIBIT A  
(Page 1 of 2)  
SKETCH OF LEASED PREMISES



BUILDING 3050 A



**EXHIBIT A-1**  
(Page 1 of 2)  
**PROPERTY DESCRIPTION**

**Parcel One:** (3050 Horseshoe Drive N.)

The East 1/2 of Lot 21, all of Lots 22 and 23, and that part of Lots 5 and 6 and the East 1/2 of Lot 7, lying North of a line parallel with and 262.67 feet Northerly of the tangential portion of the South line of said Lots 5, 6 and 7 of EAST NAPLES INDUSTRIAL PARK, as recorded in Plat Book 10, Pages 114 and 115, of the Public Records of Collier County, Florida.

LESS AND EXCEPT:

That portion of Lots 7 and 21 as described in Official Records Book 2083, Page 946, less that portion of Lots 5 and 23 as described in Official Records Book 2216, Page 677, EAST NAPLES INDUSTRIAL PARK, as recorded in Plat Book 10, Pages 114 and 115, of the Public Records of Collier County, Florida.

Tax folio number: 30530840001

**Parcel Two:** (2975 Horseshoe Drive S.)

The East 1/2 of the South 262.67 feet of Lot 7, the South 262.67 feet of Lot 6 and that part of Lot 5 lying Southerly of a line parallel with and 262.67 feet Northerly of the tangential portion of the South line of said Lot 5 of EAST NAPLES INDUSTRIAL PARK, as recorded in Plat Book 10, Pages 114 and 115, of the Public Records of Collier County, Florida.

LESS AND EXCEPT:

That portion of Lots 7 and 21 as described in Official Records Book 2083, Page 946, less that portion of Lots 5 and 23 as described in Official Records Book 2216, Page 677, EAST NAPLES INDUSTRIAL PARK, as recorded in Plat Book 10, Pages 114 and 115, of the Public Records of Collier County, Florida.

Tax folio number: 30530280001

**Parcel Three:** (2900, 2940 and 2960 Horseshoe Drive S.)

All that part of Lots 29 and 30 of EAST NAPLES INDUSTRIAL PARK, according to the plat thereof, as recorded in Plat Book 10, Pages 114 and 115, of the Public Records of Collier County, Florida, more particularly described as follows:

BEGINNING at the Southwest corner of Lot 30 of said EAST NAPLES INDUSTRIAL PARK; THENCE along the West line of said Lot 30, North 0°08'18" West, a distance of 205.38 feet; THENCE leaving the West line of said Lot 30, South 63°51'42" East, a distance of 223.05 feet to the West line of Lot 29 of said EAST NAPLES INDUSTRIAL PARK; THENCE continue South 63°51'42" East, a distance of 43.49 feet; THENCE South 0°08'18" East, a distance of 87.38 feet to the South line of said Lot 29; THENCE along the South line of Lot 29, South 89°51'42" West, a distance of 39.00 feet to the Southeast corner of Lot 30 of said East Naples Industrial Park; THENCE along the South line of said Lot 30, South 89°51'42" West, a distance of 200.00 feet to the Southwest corner of said Lot 30 and the point of beginning.

TOGETHER WITH:

Lots 31 and 32, of the EAST NAPLES INDUSTRIAL PARK, as recorded in Plat Book 10, Pages 114 and 115, of the Public Records of Collier County, Florida.

TOGETHER WITH:

East 24 feet of Lot 33, EAST NAPLES INDUSTRIAL PARK, according to the plat thereof recorded in Plat Book 10, Pages 114 and 115, of the Public Records of Collier County, Florida.

Tax folio number: 30531240008

**Parcel Four:** (3030 Horseshoe Drive S.)

| Tenant  | Landlord |
|---|----------|
|  |          |

Exhibit A-1  
(Page 2 of 2)

All of Lots 29 and 30 of EAST NAPLES INDUSTRIAL PARK, according to the plat thereof, as recorded in Plat Book 10, Pages 114 and 115, of the Public Records of Collier County, Florida, less that certain parcel being more particularly described as follows:

BEGINNING at the Southwest corner of Lot 30 of said EAST NAPLES INDUSTRIAL PARK; THENCE along the West line of said Lot 30, North 0°08'18" West, a distance of 205.38 feet; THENCE leaving the West line of said Lot 30, South 63°51'42" East, a distance of 223.05 feet to the West line of Lot 29 of said EAST NAPLES INDUSTRIAL PARK; THENCE continue South 63°51'42" East, a distance of 43.49 feet; THENCE South 0°08'18" East, a distance of 87.38 feet to the South line of said Lot 29; THENCE along the South line of Lot 29, South 89°51'42" West, a distance of 39.00 feet to the Southeast corner of Lot 30 of said East Naples Industrial Park; THENCE along the South line of said Lot 30, South 89°51'42" West, a distance of 200.00 feet to the Southwest corner of said Lot 30 and the point of beginning.

|   |          |
|---|----------|
| Tenant  | Landlord |
|  |          |

EXHIBIT B

Park Rules and Regulations

1. Sidewalks, doorways, vestibules, halls, stairways and similar areas shall not be obstructed by tenants of used for any purpose other than access to and from the leased premises and for going from one to another part of the building.
2. Plumbing fixtures and appliances shall be used only for purposes constructed, and no sweeping, rubbish, rags or other unsuitable material shall be thrown or placed within the premises. Any damage resulting from such misuse of the premises shall be paid by Tenant, and Landlord shall not in any case be responsible for such.
3. No signs, advertisements or notices shall be painted or affixed on or to any windows or doors or other part of the building, except of such color, size and style and in such places as shall be first approved in writing by Landlord. No nails, hooks or screws shall be driven or inserted in any part of the building, after Tenant's improvements are completed, except by the building maintenance personnel; nor shall any part of the building be defaced by tenants.
4. A directory will be placed by Landlord, at its expense, in a conspicuous place in the building. No other directories will be permitted, unless previously authorized by Landlord in writing.
5. Tenants shall not do, or permit anything to be done, in or about the building, or bring or keep anything there, that will in any way increase the rate of fire or other insurance on the building, or on property kept there, or obstruct or interfere with the rights of, or otherwise injure or annoy other tenants, or do anything in conflict with the valid pertinent laws, rules or regulations of Landlord or any governmental authority.
6. Tenant shall notify the building manager when safes or other heavy equipment are to be taken in or out of the building and the moving shall be done under the supervision of the building manager, after written permission from the Landlord. Persons employed to move such property must be acceptable to Landlord.
7. Tenants shall not make or permit any improper noises in the building, or otherwise interfere in any way with other tenants, or persons having business with them.
8. Nothing shall be swept or thrown into the corridors, halls, elevator shafts or stairways. No birds or animals shall be brought into or kept in or about the building.
9. No machinery of any kind (other than normal office equipment) shall be operated on leased premises without the prior written consent of Landlord, who may condition such consent upon the payment by Tenant of additional rent as compensation for excess consumption of water or electricity, or both, occasioned by the operation of the machinery; not shall Tenant use or keep in the building any flammable or explosive fluid or substance, or any illuminating material, except candles.
10. Movement in or out of the building of furniture or office equipment, or dispatch or receipt by tenant of any merchandise or materials which requires the use of elevators or stairways, or movement through building entrances, such as the lobby, shall be restricted to hours designated by Landlord. All such movement shall be under supervision of the building manager, by prearrangement. Such prearrangement must be initiated by Tenant and will be by determination of Landlord and subject to his decision and control, of the time, method and routing of movement, and limitations imposed by safety or other concerns which may prohibit any article, equipment or any other item from being brought into the building. Tenant is to assume all risks of damage to articles moved and injury to persons or public engaged or not engaged in such movement, including equipment, property and personnel of Landlord, if damaged or injured as a result of acts in connection with providing this service to Tenant, from time of the beginning through the completion of the moving or delivery; and Landlord shall not be liable for acts of any persons engaged in, or any damage or loss to any of said property or persons resulting from, any act in connections with such.
11. No draperies, shutters, or other window coverings shall be installed on exterior windows, walls or doors facing public corridors without Landlord's prior written approval. Landlord shall have the right to require installation and use of uniform draperies.
12. No portion of Tenant's area or any other part of the building shall at any time be used or occupied as sleeping or lodging quarters.
13. Landlord will not be responsible for lost or stolen property, equipment, money, or jewelry from Tenant's area or public rooms, regardless of whether such loss occurs when the area is locked against entry.

| Tenant  | Landlord |
|---|----------|
|  |          |

Exhibit "C"  
(Page 1 of 2)  
Tenant's Work



Southwest Florida Works / Scope of Services / EnviroStruct,  
LLC

Project:

03-03-14

3050 Horseshoe Drive N.

Naples, Fl. 34104

Units 110, 115 and 120

**Qualifications:** This qualification and exclusion document is based on drawings dated 2/20/2014 designed by Art Concepts, Inc.

**Division 1 - General Conditions / Costs & OH**

1. Includes full time supervision. Part time Project Management
2. Temporary sanitation and dumpsters.
3. Final Cleaning.

**Division 2 - Demolition (Asbestos Survey needed prior too)**

1. Demolition of HVAC Mechanical and ductwork.
2. Demolition of acoustical and drywall ceilings, per plans.
3. Demolition of interior partition walls, per plans.
4. Saw cut and remove concrete slab for revised bathroom configuration.
5. Carpet removal and floor prep for new flooring.

**Division 3 - Concrete**

1. Repair concrete slab cut for revised bathroom configuration.
2. Includes termite soil poison for bathroom area.

**Division 6 - Carpentry Labor and Materials**

1. Supply and Install interior pre-hung doors, 3-1/4" colonial casing, and Emtek door hardware per the door schedule.
2. Supply and Install standard color Accordion wall divider, including structural wood microlam header.

**Division 7 - Insulation**

1. R-13 unfaced insulation in all new partition walls for sound abatement.

**Division 8 - Windows**

1. Supply and Install interior windows per the schedule, utilizing Kawneer Trifab 400.

**Division 9 - Finishes**

1. Includes Armstrong Cortège #770 square edge tiles in a 2'x2' new grid.
2. Metal framing and Drywall as per the wall and ceiling design details. Walls to receive a textured finish.
3. Flooring to be installed as follows:

26251 S. Tamiami Trl, Suite 7, Bonita Springs, Florida, 34134 CGC License # 1517202

[www.EnviroStruct.net](http://www.EnviroStruct.net)

**Exhibit "C"**  
**(Page 2 of 2)**

- A. Porcelain tile by Daltile Forest Park Willow Grove FP 98 in Reception, Waiting, (2) bathrooms, and corridor. Existing Break room tile to remain.
- B. Vinyl tile 12x12 (to be selected) in Storage, IT room, and Electrical room.
- C. Carpet Tile 7929 Shale in all other areas.

4. Interior painting utilizing Sherwin Williams per the paint finish schedule.

**Division 10 - Specialties**

- 1. Stainless Steel bath accessories are included for both bathrooms including grab bars, soap dispensers, towel dispensers, toilet paper dispensers, and 24" mirrors over the sinks.

**Division 15 - Mechanical**

- 1. Includes all interior fire sprinkler modifications to meet code, including design and permitting.
- 2. Plumbing demolition and revised sanitary waste and supplies for new bathroom configuration. New plumbing trims for both bathrooms, ProFlo ADA water closets and wall hung lavatories with Moen faucets.
- 3. Supply and install new Trane .16 SEER dual stage, split air conditioning systems. Utilize existing line sets and drain lines. Honeywell Red-Link t-stats. (2) new exhaust fans. Test and balance all systems.
- 4. Install Mini Split in IT room

**Division 16 - Electrical**

- 1. Supply and Install of code compliant electrical system. New lighting fixtures and 7 power pole installations as per plans.
- 2. Relocate and reuse 51 of the existing lighting fixtures, 4 exit signs, and 5 emergency light wall packs.
- 3. Fire alarm revised per new plan design to meet code.
- 4. Cat 6 Cabling to phone and data. Plates and jacks on end user side, but all termination in IT room by Southwest Florida Works (Per Tom Sullivan)

**Exclusions:**

- 1. Permit Fees & Impact Fees.
- 2. Temporary water and electric.

The above work is to be performed in accordance with the plans and specifications prepared by Art Concepts, Inc., dated February 20, 2014.

June 12, 2019

**VIA FED EX**

Helios Colliers, LLC  
1400 N.W. 107<sup>th</sup> Avenue, 5<sup>th</sup> Floor  
Miami, FL 33172

**VIA FED EX**

Adler Realty Services LLC  
1400 N.W. 107<sup>th</sup> Avenue, 5<sup>th</sup> Floor  
Miami, FL 33172

**Re: Tenant: Southwest Florida Workforce Development Board, Inc.  
Premises: 3050-A Horseshoe Dr. S., Suites 110 and 120, Naples, FL 34104  
Tenant's Notice of Exercise of Option for First Renewal Term**

Ladies and Gentlemen:

My law firm represents Southwest Florida Workforce Development Board, Inc. ("SFWDB"). SFWDB is the tenant under that certain Lease Agreement dated March 14, 2014 with Helios Colliers LLC for the above-described Premises (the "Lease"). Section 1.04 of the Lease gives SFWDB, as tenant, the option for two (2) additional lease terms of five (5) years each. Pursuant to Section 1.04 of the Lease, please accept this letter as formal, written notice on behalf of SFWDB that SFWDB is exercising its first renewal option under the Lease. This initial 5-year Renewal Term for the Premises will commence January 1, 2020.

Please contact me with any questions with respect to this correspondence.

Sincerely,



Gregory L. Urbancic  
For the Firm

cc: Joe Paterno, Executive Director,  
Southwest Florida Workforce Development Board, Inc. (via email)  
Mike Egan, Fiscal Director,  
Southwest Florida Workforce Development Board, Inc. (via email)  
Steve Brownstein, Esq. (via email only: [sbrownstein@adlergroup.com](mailto:sbrownstein@adlergroup.com))