TALLAHASSEE DEVELOPMENTAL CENTER
CAPITAL LEASE AGREEMENT

THIS AGREEMENT to lease real estate (the **"Agreement"**) is made and entered into as of the _____ day of _____ 2011 by and between LEON COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida (the **"County"**) and PENSACOLA CARE, INC., a Florida not-for-profit corporation (the **"Company"**) (collectively, the **"Parties"**), who acknowledge and recite:

(a) The County owns the real property in Leon County, Florida described in the official records of said county in Official Records Book 1360 at Page 1201 which is located at 455 Appleyard Drive, Tallahassee, Florida 32304 (Parcel ID 212851 D0002), and further described and depicted in Exhibit 1, attached hereto and made a part hereof, which contains five acres of land more or less (the **"Land"**), upon which is located five detached buildings used as a group living center which contain twenty-eight thousand four-hundred thirteen (28,413) base square feet (the **"Tenantable Space"**) and two thousand five hundred twenty (2,520) square feet of auxiliary space, together with all of the structures, fixtures, facilities, installations, parking structures, and other improvements of every kind and description now in, on, over and under the Land, and all plumbing, gas, electrical, ventilating, lighting and other utility systems, ducts, hot water heaters, oil burners, domestic water systems, air conditioning and heating systems, security systems, and all other building systems and fixtures attached to or comprising a part of such buildings (collectively, together with the Tenantable Space, the **"Improvements"**). The Land and the Improvements shall hereinafter be collectively referred to as the **"Facility"**;

(b) By the lease dated January 1, 1989, and recorded in the official records of the above county in Official Records Book 1360 at Page 1217 (the **"1989 Lease"**), the County leased the Facility and certain personal property, consisting of, but not limited to, furniture and equipment to Escambia County, Florida for sublease to the Company for a term ending July 1, 2011;

(c) By the Operating Agreement dated January 1, 1989 recorded in the official records of the above county in Official Records Book 1360 at Page 1228 (the **"1989 Operating Agreement"**), Escambia County, Florida, as contemplated by the 1989 Lease, subleased the Facility and Personal Property to the Company for a term ending July 1, 2011;

(d) The Company operates an Intermediate Care Facility for the Developmentally Disabled (**ICFDD**), known as Tallahassee Developmental Center, on the Facility, under the 1989 Lease and the 1989 Operating Agreement;

(e) The term of the 1989 Lease and the 1989 Operating Agreement have terminated, or will terminate, on or about July 1, 2011, at which time possession of the Facility and the Personal Property will be surrendered to the County, and the County and the Company desire to enter into an agreement which continues the Company's right to use and occupy the Facility and provides for the Company's acquisition of the Facility and the Personal Property in the manner provided herein. It is the intent of the parties that this document be a capital lease from the County to the Company pursuant to which the Company shall become the owner of the Facility after

complying with the obligations of this lease. Therefore, the lease has been structured so that the Company will, during the lease term, pay the County an amount equal to the value of the Personal Property and the Facility, Two Million Ninety Thousand Dollars ($2,090,000.00), together with interest of five percent (5%) per annum, paid in three hundred (300) equal monthly payments. The County will, pursuant to such intent, convey the Facility to the Company upon its performance of its obligations hereunder.

NOW, THEREFORE, in consideration of the above recitals, which each party warrants to be true and correct, and of the mutual covenants and agreements herein contained and for other good and valuable consideration exchanged between the Parties, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree:

Article 1. GENERAL RIGHTS AND TERM

1.1. Recitals. The foregoing recitals shall be and are hereby incorporated into this Agreement as if set forth in this Article 1.

1.2. Effective Date. This Agreement shall be effective commencing on July 2, 2011 or on the date on which the 1989 Bonds are paid in full, whichever last occurs (the **"Effective Date"**).

Term. The County hereby rents, leases and lets and the Company rents and takes the Facility, in the condition as they then exist and subject to this Agreement, for a twenty-five (25) year term commencing on the Effective Date and ending on Monday, June 30, 2036 (the **"Term"**). The end of the Term may be referred to as the **"Expiration Date"**.

1.3. Term of Company's Rights to Use of the Facility. The Parties agree that the Company's rights to the occupancy and use of the Facility to provide for the care of the Company's developmentally disabled residents at the Facility (the **"Residents"**) shall be for the Term of this Agreement and under the conditions set forth in this Agreement.

1.4. Permitted Uses. The Parties agree that the Company's use of the Facility shall be limited to the Company's care of Residents (the **"Permitted Use"**), unless the County gives written consent in advance of any other use of the Facility, which consent may be withheld in the County's sole discretion.

1.5. Company's Purchase of Personal Property. Concurrent with the execution of this Agreement, the County shall provide a Bill of Sale for the conveyance to the Company of the Personal Property, in exchange for the Company's payment of Twenty-five Thousand and no/100 Dollars ($25,000.00) to the County, which shall be payable by cash, or by wire transfer or other immediately available funds no later than the Effective Date of this Agreement. For purposes of this Agreement, **"Personal Property"** shall mean all materials,

supplies, equipment, furniture, furnishings, utensils, linens, china, glassware, appliances, and other such items located on or at the Facility upon the Effective Date, and associated with the Company's operation of the Facility, and which are not Improvements.

1.6. Recording of this Agreement and Other Related Documents. The Company shall be responsible for the cost of recording this Agreement, and any other documents related to this Agreement, in the official records of Leon County, Florida.

Article 2. REPRESENTATIONS AND WARRANTIES

2.1. Representations and Warranties of the Company. The Company represents and warrants as follows:

2.1.1. Not for Profit and Authorized to Enter into Agreement. The Company is a not-for-profit corporation duly incorporated on October 27, 1978 and in good standing under the laws of the State of Florida; the Company is not in violation of any laws material to the transactions contemplated by this Agreement or any provisions of the Articles of Incorporation and Bylaws of the Company; the Company has the power to enter into this Agreement and has duly authorized the execution and delivery of this Agreement; and the Company agrees it will do or cause to be done all things required hereby and thereby;

2.1.2. Tax Exempt. The Company is a tax-exempt organization as described in 26 U.S.C. § 501: US Code - Section 501(c)(3) and will not take any action, including any use of the Facility, which would cause the Company not be a "qualified 502(c)(3)" not-for-profit corporation;

2.1.3. Authorized and Licensed to Operate an ICFDD. The Company is duly authorized and licensed to operate the Facility as an Intermediate Care Facility for the Developmentally Disabled under the laws, rulings, regulations and ordinances of the State of Florida and the departments, agencies and political subdivisions thereof and the execution of this Agreement will not adversely affect such status. The Facility is in compliance with applicable federal, State and local zoning, subdivision, environmental, pollution control and building laws, regulations, codes and ordinances;

2.1.4. Exempted Securities. The Company represents that, as of the date of this Agreement, it is an organization of the type described in Section 3(a)(4) of the Securities Act of 1933, as amended. The Company agrees that it shall not perform any act or enter into any agreement which shall adversely affect such status;

2.1.5. Construction and Continuous Possession. The Company further represents and warrants to the County that the Company constructed the Facility; the Company has had the possession and enjoyment of the Facility and Personal Property during all of their existence; and the Company has detailed knowledge, superior to that of the County, regarding the condition of the Facility and Personal Property, their usefulness and safety for the Company's uses and purposes, including their compliance with applicable land use and environmental laws, rules and regulations and their compliance with the laws, rules and regulations relating to ICFDDs; and

2.1.6. Truthfulness. The Company warrants that the recitals of fact and statements contained in this Agreement with respect to the Company are true.

2.2. Representations and Warranties of County. The County represents and warrants as follows:

2.2.1. Charter County Authorized to Enter into Agreement. The County is charter county and political subdivision of the State of Florida organized and validly existing under the constitution and laws of the State of Florida; the County is authorized, in accordance with the Constitution and the laws of the State of Florida, to enter into the transactions contemplated by this Agreement; the County has authorized the execution and delivery of this Agreement; and the County agrees that it will do or cause to be done all things required hereby and thereby;

2.2.2. Possession, Use and Operation. That throughout the Term of this Agreement, to the extent this Section 2.2.2 – Possession, Use and Operation is not in conflict with other provisions of this Agreement:

2.2.2.1. The Company shall have the exclusive use and possession of the Facility, and shall peaceably and quietly have, hold and enjoy the Facility without hindrance by the County;

2.2.2.2. The Company shall have the exclusive right and responsibility for the management, direction, control and operation of the Facility;

2.2.2.3. The Company shall have the right to make all policy decisions with regard to the management and operation of the Facility;

2.2.2.4. With respect to the operation of the Facility, the Company's governing body shall not be subject to the control, direction or approval of the County;

2.2.2.5. The Company may take any and all actions the Company deems necessary in the operation of the Facility; and

2.2.3. Truthfulness. The County warrants that the recitals of fact and statements contained in this Agreement with respect to the County are true.

Article 3. RENT AND EXPENSES

3.1. Payments Under This Agreement. During the Term, the Company shall pay the County monthly rental hereunder in the amount of Twelve Thousand Two Hundred Eighteen and no/100 Dollars ($12,218.00) (the **"Monthly Rental Rate"**) which shall be payable on July 2, 2011 and on the first day of each month thereafter (the Monthly Rental Rate payable monthly as stipulated herein may be collectively referred to as **"Rent"**), and shall be payable to the office and in the manner directed by County. Company's obligations under this Section 3.1 – Payments Under This Agreement.

3.2. Property Insurance Expenses. The Company shall annually pay the County the amount of the County's cost to provide Property Insurance, as described in Article 7 below, which shall be payable to the office and in the manner directed by County no later than thirty (30) days after the Company's receipt of the County's request for payment. .

3.3. Operating Expenses. Throughout the Term, in addition to the payment of Rent and Additional Rent, as defined hereinbelow, the Company shall be solely responsible for, and pay all costs associated with: (i) insurance, as described Article 6; and (ii) the ongoing maintenance, operation, repair, replacement, and administration of the Facility, which shall include the following without limitation:

3.3.1. Landscaping and pest control;

3.3.2. Electricity, water, sewer, gas, window washing, janitorial services, cleaning, sanitation, trash and debris removal, disposal services and other maintenance and utility charges;

3.3.3. All real estate, personal property and other ad valorem taxes, and any other levies, charges, local improvement rates, and assessments whatsoever assessed or charged against the Facility, the Improvements therein contained, including any amounts assessed or charged in substitution for or in lieu of any such taxes, excluding only income or capital taxes imposed upon the County, and including all costs associated with the appeal of any assessment on taxes; and

3.3.4. Maintenance, repair and replacement of building systems, including but not limited to, roofing, air conditioning, heating, plumbing, sewer, electrical, and other such systems.

Article 4. OWNERSHIP

4.1. Conditions for Ownership. The Company may take ownership of the Facility during the Term upon the satisfaction of the following conditions:

4.1.1. The Company is not delinquent in any of its Rent or any other payments or otherwise in default with regard to any of the covenants and conditions of this Agreement;

4.1.2. The Company provides its written intent to take ownership of the Facility (the **"Notice of Intent to Take Ownership"**) by providing such notice to the County no later than one hundred eighty (180) days prior to this Agreement's Expiration Date;

4.1.3. The Company pays to the County at the **"Closing"** of the conveyance of ownership of the Facility the reduced basis amount applicable as of the first day of the month in which the Closing, or other means for transfer of ownership of the Facility as set forth herein, takes place (the **"Reduced Basis Amount"**) as set forth in the **"Amortization Table"** attached hereto and incorporated herein as Exhibit 2; and

4.1.4. The Closing shall occur no later than the Expiration Date.

4.2. Conveyance Conditions. Upon the satisfaction of all of the conditions set forth in Section 4.1 – Conditions for Ownership hereinabove, the County shall convey the Facility to the Company with no additional consideration required, other than the Company's payment of all closing costs. The Company acknowledges and agrees with all of the following additional conditions of conveyance (the **"Conveyance Conditions"**):

4.2.1. The Company acknowledges and agrees that the Facility will be conveyed to the Company in "as is, where is" condition with all faults, and that the County makes no representation or warranty whatsoever, whether express, implied, or arising by operation of law, with respect to the Facility or any portion, aspect, or component thereof, and expressly disclaims the same. The foregoing disclaimer includes, but is not limited to, title, survey, financial performance, physical condition (including without limitation environmental condition or presence or absence of hazardous substances), zoning, tax status or consequences, fitness for a particular purpose or use, compliance with governmental requirements, access from right-of-way to the Facility, and availability of utilities;

4.2.2. The County's conveyance of the Facility shall be by County Deed, in accordance with Section 125.411, Florida Statutes (2010), as may be amended. The County shall not be responsible for curing title defects or any other such matters of title that the Company deems unacceptable;

4.2.3. The County shall incur no costs associated with the Closing, with all such Closing costs being paid by the Company, including, but not limited to survey, title insurance, documentary stamps, and recording costs;

4.2.4. The Parties acknowledge that the County's conveyance of the Facility to the Company is subject to the provisions in Section 286.23, Florida Statutes (2010), as may be amended, which requires, with few exceptions, that persons or entities holding real property in the form of a partnership, limited partnership, corporation, trust, or in any form of representative capacity, make a written public disclosure under oath, subject to the penalties prescribed for perjury, of the name and address of every person having a beneficial interest in the real property before the property held in such capacity is conveyed to any local governmental unit; and

4.2.5. Nothing herein shall be construed to entitle the Company to a refund or reimbursement of any of the Company's payments, including but not limited to, the Company's payments for Rent that are applied to the Reduced Basis Amount.

Article 5. COVENANTS AS TO CORPORATE EXISTENCE, MAINTENANCE OF THE FACILITY, ETC.

5.1. Preserve its Corporate Existence. The Company hereby covenants to preserve its corporate existence, and all its rights and licenses to the extent necessary in operation of its business and affairs and be qualified to do business in Leon County, Florida, where its use and operation of the Facility or the conduct of its business requires such qualification and where failure to so qualify would have a material adverse impact on its operation; provided, however, that nothing herein contained shall be construed to obligate it to retain or preserve any of its rights or licenses no longer used or, in the reasonable judgment of the Company, determined to be no longer useful in the conduct of its business.

5.2. Maintain the Facility. The Company hereby covenants to, at all times, cause its business to be carried on and conducted in an efficient manner; cause the Facility and each part thereof to be maintained, preserved and kept in good condition, repair and working order, reasonable wear and tear excepted; and cause all needful and proper repairs, renewals and replacements of any portion thereof; provided, however, that nothing herein contained shall be construed to prevent the Company from ceasing to operate any portion of the Facility, if in

the reasonable judgment of the Company, it is determined to be advisable not to operate the same for the time being, with the understanding that the Company's Facility maintenance responsibilities remain in effect for the entire Facility.

5.3. Comply with Laws. The Company hereby covenants to comply with all present and future laws, ordinances, administrative rules, regulations and court decisions, relating to the use or occupancy of any of the Facility and to conduct its affairs and carry on its business and operations in such manner as to comply with any and all applicable laws of the United States of America and of the State of Florida, and duly observe and conform to all valid orders, regulations or requirements of any governmental authority material to the conduct of the Company's business and the operation of the Facility; provided, nevertheless, that nothing herein contained shall require the Company to comply with, observe and conform to any such law, order, regulation or requirement so long as the validity thereof shall be contested in good faith by appropriate proceedings which shall operate during the pendency thereof to stay the enforcement thereof and the sale, forfeiture or loss of any of the Facility to satisfy the same and it will not subject the County to the risk of any liability and it will save the County harmless against any losses as a result of such contest.

5.4. Make Payments. The Company hereby covenants to pay prior to delinquency all lawful taxes, governmental charges and assessments at any time levied or assessed upon or against the Company or the Facility; provided, however, that the Company shall have the right to contest in good faith any such taxes, charges or assessments by appropriate proceedings which shall operate during the pendency thereof to prevent the collection of or other realization upon the tax, charge or assessment so contested and the sale, forfeiture or loss of any of the Facility to satisfy the same and the Company will not subject the County to the risk of any liability and the Company will save the County harmless against any losses as a result of such contest.

5.5. Satisfy Obligations. The Company hereby covenants to pay or otherwise satisfy and discharge all of the Company's obligations and indebtedness and all demands and claims against the Company as and when the same become due and payable, other than any thereof whose validity, amount or collectibility is being contested by the Company in good faith by appropriate proceedings which shall operate during the pendency thereof to prevent the collection of or other realization upon the item so contested and the sale, forfeiture or loss of any of the Facility to satisfy the same and the Company will not subject the County to the risk of any liability and the Company will save the County harmless against any losses as a result of such contest.

5.6. No Mortgage, Bond, Lien or Security Instrument. The Company hereby acknowledges and represents that as of the Effective Date there are no

mortgages or other security instruments evidencing any liens existing upon the Facility or any part thereof or interests therein securing any of the Company's indebtedness. The Company hereby acknowledges, represents and agrees that the Company has no authority, and will take no action to encumber the Facility, or any part of the Facility, with any mortgage, bond, lien, or other security instruments.

5.7. Maintain Licenses and Permits. The Company hereby covenants to procure and maintain all necessary licenses and permits and, so long as it is reasonably deemed by the Company's Board of Directors, to be in the best interests of the Company, maintain accreditation of the Tallahassee Developmental Center as an Intermediate Care Facility for the Developmentally Disabled by any state or federal agency or regulatory body having jurisdiction over the Company, the Tallahassee Developmental Center, or the Facility.

Article 6. COMPANY'S INSURANCE

6.1. Procure and Maintain Insurance. The Company shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance by Company, its agents, representatives, employees, and/or contractors and subcontractors of the rights, duties, and responsibilities pursuant to this Agreement, in the minimum coverage and amounts as follows, provided, however that, no less than once every three years, the minimum coverage and amounts of insurance required to be maintained pursuant hereto shall be subject to increases at the County's discretion of no more than ten percent (10%) per year, which the County may apply cumulatively over one or more years:

6.1.1. Professional Liability. The Company shall procure and maintain professional liability insurance in the amount of not less than $1,000,000.

6.1.2. Abuse or Molestation. The Company shall procure and maintain abuse or molestation insurance coverage with single limits of $100,000 per person and $300,000 aggregate per policy period. The Company's insurance shall include the County as an additional insured as provided hereinbelow.

6.1.3. Fidelity Bonds. The Company shall procure and maintain fidelity bonds on all officer and employees of the Company and the Manager who collect or have custody of or access to the Facility's revenues in amounts customary for organization of comparable size with comparable revenues.

6.1.4. Liability Insurance. The Company shall procure and maintain commercial general liability insurance coverage with combined single limits for bodily injury, personal injury, and property damage of no less than $1,000,000 per

occurrence and a $2,000,000 annual aggregate. The Company's insurance shall include the County as an additional insured as provided hereinbelow.

6.1.5. Automobile Liability. The Company shall procure and maintain automobile liability insurance coverage with combined single limits for bodily injury and property damage of no less than $1,000,000 per accident for non-owned, hired automobile. The Company's insurance shall include the County as an additional insured as provided hereinbelow.

6.1.6. Workers' Compensation Employers Liability Insurance. The Company shall procure and maintain workers' compensation insurance covering all employees meeting statutory limits in compliance with all applicable state and federal laws, and shall procure and maintain employer's liability insurance with limits of $500,000 per accident, $500,000 disease policy limit, and $500,000 disease limit for each employee. In lieu of naming the County as an additional insured, the Company shall procure and maintain to the County a waiver of all rights of subrogation against the County with respect to losses payable under such workers' compensation policy(ies).

6.1.7. Umbrella/Excess Liability Insurance. The Company shall procure and maintain umbrella/excess liability insurance coverage, with combined single limits for bodily injury and property damage of no less than $5,000,000 combined per occurrence and annual aggregate. The Company's umbrella insurance shall provide excess coverage for employer's liability and general liability, including completed operations and auto liability. The Company's insurance shall include the County as an additional insured as provided hereinbelow.

6.1.8. Deductibles And Self-Insured Retentions. Any deductibles or self-insured retentions applicable to any of the Company's policies required under this Agreement shall be declared to and approved by the County. Thereafter, at the request of the County, the Company shall cause its insurer to reduce or eliminate such deductibles or self-insured retentions as they may apply to the County, its officers, officials, employees and volunteers or, in lieu of such reductions or eliminations, the Company shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

6.1.9. County As Additional Insured. The County, its officers, officials, employees, and volunteers are to be named and covered as additional insureds, with no limitations on the scope of protection afforded, in all of the Company's insurance policies, other than workers' compensation policies, that include coverage for the following:

6.1.9.1. Liability arising from, or in connection with, activities performed by, or on behalf of, the Company;

6.1.9.2. Products and completed operations of the Company;

6.1.9.3. Premises owned, occupied, or used by the Company; or

6.1.9.4. Automobiles owned, leased, hired, or borrowed by the Company.

6.1.10. Company's Insurance as Primary. With regard to claims for injuries to persons or damages to property which may arise from, or in connection with, the performance by the Company, its agents, representatives, employees, and/or subcontractors of the rights, duties and responsibilities pursuant to this Agreement, the Company's insurance coverage shall be primary insurance with respect to the County, its officers, officials, employees, and volunteers. As such, any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Company's insurance and shall not contribute with it. In such instances when the Company's insurance coverage is primary, the Company hereby waives all rights of subrogation against the County with respect to losses payable under such insurance coverage.

6.1.11. Certificates of Insurance. By no later than the Effective Date, and annually during the month of July thereafter, the Company shall furnish the County with certificates of insurance and with any endorsements evidencing the coverages described above. Such certificates shall be sent to the County's Risk Manager at the following address; however, the County may change the address to which the Company is to send such certificates by providing notice to the Company:

Karen Harrell, Risk Manager
Leon County Courthouse
301 South Monroe Street, Suite 201
Tallahassee, FL 32301

Such certificates shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County prior to the commencement of the Company's services under this Agreement. The County reserves the right to require copies of all of the Company's required insurance policies at any time. Each of the Company's required insurance policies shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the County. All of the Company's required insurance policies shall be placed with insurers with a Best's rating of no less than A:VII and which are licensed in the state of Florida.

6.2. Other Endorsements Requirements for Company's Insurance. Each of the Company's required insurance policies shall contain endorsements for, or otherwise provide, the following:

6.2.1. That any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees, or volunteers;

6.2.2. That, to the extent of insurer's limits of liability, the Company's insurance coverage shall apply separately to each insured against whom claims are made or suit is brought; and

6.2.3. That the companies issuing the insurance policy(ies) shall have no recourse against the County for payment of premiums or assessments for any deductibles which are the sole responsibility and risk of the Company.

Article 7. COUNTY'S INSURANCE

7.1. Procure and Maintain Property Insurance. During the Term, the County shall procure and maintain property insurance (the **"Property Insurance"**) to provide protection against claims for damages to the buildings and permanent structures located upon the Land and alterations, installations and fixtures associated with such buildings and permanent structures (collectively, the **"Buildings and Structures"**). At any time during the Term of this Agreement, the County shall provide to the Company a certificate evidencing the Property Insurance upon receiving notice from the Company seeking such certificate of insurance. To the extent such coverage is available in the marketplace, the Property Insurance shall be for replacement cost coverage.

7.2. Insurance Limits.

7.2.1. Nothing herein shall be construed to guarantee the County's proceeds from the Property Insurance will be sufficient to repair, rebuild or replace the Buildings and Structures to the condition they were in at the time of the direct physical loss or damage, or to a standard that the Company would desire.

7.2.2. The County shall not be responsible to provide additional funding or provide other consideration to the Company if the County's proceeds from the Property Insurance are not sufficient to repair, rebuild or replace the Buildings and Structures.

7.2.3. The Parties acknowledge and agree that, in the event of a covered loss or damage, the County's Property Insurance provider (the **"Insurance Company"**) may: (i) pay the amount of the loss or damage; (ii) pay the cost of repairing or replacing the lost or damaged property; (iii) take all or part of

the property at an agreed or appraised value; (iv) repair, rebuild or replace the property with other property of the kind and quality; or (v) take other actions the Insurance Company deems to be consistent with the terms of the insurance coverage.

7.3. Building Condition Documentation.

7.3.1. By no later than thirty (30) days after the Effective Date of this Agreement, the Company shall furnish the County with as-built plans for the Facility. Additionally, if the Company makes alterations or installations to the Facility, the Company shall furnish the County with updated as-built plans no later than thirty (30) days after such alterations or installations have been made. Such as-built plans shall be sent to the County's Facilities Management Director at the following address; however, the County may change the address to which the Company is to send such plans by providing notice to the Company:

Tom Brantley, Facilities Management Director
1907 South Monroe Street
Tallahassee, FL 32301

7.3.2. By no later than thirty (30) days after the Effective Date of this Agreement, and annually during the month of July thereafter, the Company shall furnish the County with photographs that depict typical interior and exterior Buildings and Structures, which photographs shall be adequate to assess the Buildings and Structures' general condition, and kind and quality of materials. Such photographs shall be sent to the County's Risk Manager at the following address; however, the County may change the address to which the Company is to send such documents by providing notice to the Company:

Karen Harrell, Risk Manager
Leon County Courthouse
301 South Monroe Street, Suite 201
Tallahassee, FL 32301

DRAFT

Article 8. ADDITIONAL COVENANTS OF THE COMPANY; INDEMNIFICATION

8.1. Additional Covenants of the Company. So long as the County may be subject to any liability as a result of its ownership in the Facility and in any event until the expiration of the statute of limitations then applicable upon the expiration of the Term or upon the conveyance of the ownership of the Facility to the Company, whichever last occurs, the Company shall include the County as a named insured on the Company's medical liability and malpractice insurance coverage and its public liability insurance coverage (including any self-insurance programs).

8.2. Company's Indemnity. The Company covenants and agrees, at its expense, to indemnify and hold harmless the County and its respective officers, directors and employees to the fullest extent permitted by law from and against any and all liabilities, losses, interest, damages, costs or expenses including, but not limited to, reasonable attorneys' fees (whether suit is instituted or not and, if instituted, whether incurred at any trial or appellate level or post judgment), which claims are threatened or assessed against, levied upon, or collected from, the County and which have arisen from the performance by the Company, its agents, representatives, employees, and/or contractors and subcontractors of the rights, duties, and responsibilities pursuant to this Agreement. Notwithstanding the foregoing, the Company shall not be required to indemnify the County with respect to any liability, loss, damages, cost or expense suffered as a result of the negligence or misconduct of the County or any of the agents or employees of the County nor with respect to any liability, loss, damage, cost or expense to the extent that the same is covered by proceeds received by the County pursuant to insurance maintained by the Company.

8.3. County's Indemnity. Without waiving its right to sovereign immunity, and to the extent allowed by Section 768.28 Florida Statutes (2010), as may be amended, and any other applicable state or federal law, the County agrees to indemnify, defend, and hold the Company and its officers, directors and employees harmless from and against any and all claims for losses, interest, damages, costs or expenses including, but not limited to, reasonable attorneys' fees (whether suit is instituted or not and, if instituted, whether incurred at any trial or appellate level or post judgment), which claims are threatened or assessed against, levied upon, or collected from, the Company and which have arisen from the County's ownership of, or activities on, the Facility, including, but not limited to, any event or occurrence which may have taken place prior to the effective date of this Agreement. Notwithstanding the foregoing, the County shall not be required to indemnify the Company with respect to any liability, loss, damages, cost or expense suffered as a result of the negligence or misconduct of the Company or any of the agents or employees of the Company nor with respect to any liability, loss, damage, cost or expense to the extent that

the same is covered by proceeds received by the Company pursuant to insurance maintained by the County.

8.4. Notice of Indemnification. A party's duty to indemnify pursuant to the provisions of this Article 8 shall be conditioned upon the giving of notice by such party of any suit or proceeding and upon the indemnifying party being permitted to assume in conjunction with the indemnitor, the defense of any such action, suit or proceeding in accordance with Section 8.5 below.

8.5. Third Party Claim Procedure. If a third party (including, without limitation, a governmental organization) asserts a claim against a party to this Agreement and indemnification in respect of such claim is sought under the provisions of this Article 8 by such party against another party to this Agreement, the party seeking indemnification hereunder (the **"Indemnified Party"**) shall promptly (but in no event later than ten (10) business days prior to the time in which an answer or other responsive pleading or notice with respect to the claim is required) give written notice to the party against whom indemnification is sought (the **"Indemnifying Party"**) of such claim. The Indemnifying Party shall have the right at its election to take over the defense or settlement of such claim by giving prompt written notice to the Indemnified Party at least five business days prior to the time when an answer or other responsive pleading or notice with respect thereto is required. If the Indemnifying Party makes such election, it may conduct the defense of such claim through counsel or representative of its choosing (subject to the Indemnified Party's approval of such counsel or representative, which approval shall not be unreasonably withheld), shall be responsible for the expenses of such defense, and shall be bound by the results of its defense or settlement of claim to the extent it produces damage or loss to the Indemnified Party. The Indemnifying Party shall not settle any such claim without prior notice to and consultation with the Indemnified Party, and no such settlement involving any equitable relief or which might have a material and adverse effect on the Indemnified Party may be agreed to without its written consent. So long as the Indemnifying Party is diligently contesting any such claim in good faith, the Indemnified Party may pay or settle such claim only at its own expense. The parties agree to cooperate in defending such third party claims and the defending party shall have access to records, information and personnel in control of the other party or parties which are pertinent to the defense thereof.

8.6. Remedies Cumulative. Except as otherwise provided herein, the rights and remedies expressly provided herein are cumulative and not exclusive of any rights or remedies which the parties hereto may otherwise have at law or in equity. Nothing herein shall be construed to require any of the parties hereto to elect among remedies.

8.7. Survival. The provisions of this Article 8 shall survive the expiration or earlier termination of this Agreement.

Article 9. DEFAULT AND REMEDIES; LANDLORD'S LIEN FOR RENT

9.1. Landlord's Lien for Rent. In consideration of the mutual benefits arising under this Agreement, the Company hereby grants to the County, its successors, and assigns, a lien on all property of the Company now or hereafter found upon or off the Facility, as provided in Chapter 83, Florida Statutes (2010), as they may be amended from time to time, and as otherwise provided by law.

9.2. Default by Company.

9.2.1. Events of Default. The occurrence of any of the following events, either by the Company or by any guarantor of any of the Company's obligations hereunder, shall be considered an event of default by the Company under this Agreement unless such event is deemed to be a terminable event as provided in Section 10.1 – Rights of Company to Terminate Agreement:

9.2.1.1. The failure by the Company to pay any sum of money to be paid by the Company under this Agreement within fifteen (15) days of when due, without notice or demand;

9.2.1.2. The failure by the Company to comply with or perform any of the other terms, provisions, covenants or conditions which the Company is required to observe and to perform, and any of such failures or actions continue for a period of ten (10) days after notice thereof; provided, however, if the nature of the default is such that it cannot be cured with the exercise of the Company's best efforts within the ten (10) day period, the Company shall have up to thirty (30) days from the date of the County's notice to cure such default, provided the Company undertakes such curative action within the ten (10) day period and diligently and continuously proceeds with such curative action using the Company's best efforts;

9.2.1.3. If the Company ceases to exist as a corporation in good standing in the state of its incorporation;

9.2.1.4. A general assignment by the Company for the benefit of creditors;

9.2.1.5. The filing of any voluntary petition in bankruptcy by the Company or the filing of an involuntary petition by the Company's creditors, which involuntary petition remains undischarged or unstayed for a period of sixty (60) days, provided, that in the event that under applicable law the trustee in bankruptcy or the Company has the right to affirm this Agreement and continue to perform the obligations of the Company hereunder, such trustee or the Company shall, in such time period as may be permitted by the bankruptcy court having jurisdiction, cure all defaults of the Company hereunder outstanding as of the date of the affirmance of this Agreement and provide to the County such adequate assurances as may be necessary to ensure the County of the continued performance of the Company's obligations under this Agreement;

9.2.1.6. The admission by the Company in writing of its inability to pay its debts as they become due, the filing by the Company of a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, the filing by the Company of an answer admitting or failing timely to contest a material allegation of a petition filed against the Company in any such proceeding or, if within sixty (60) days after the commencement of any proceeding against the Company seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceeding shall not have been dismissed;

9.2.1.7. The attachment, execution or other judicial seizure of all or substantially all of the Company's assets or the Facility;

9.2.1.8. The employment of a receiver to take possession of substantially all of the Company's assets or the Facility; or

9.2.1.9. Any representation or warranty made by the Company herein or made by the Company in any statement or certificate furnished by the Company either required hereby or in connection with the execution and delivery of this Agreement, shall prove to have been untrue in any material respect as of the date of the issuance or making thereof and shall not be corrected within thirty (30) days after notice thereof has been given by the County to the Company.

9.2.2. Repossession. Upon the occurrence of any event of default by the Company, the County may terminate this Agreement and dispossess the Company in accordance with Florida law.

9.2.3. Surrender of Possession. Upon any termination of this Agreement, whether by lapse of time or reasons other than the Company taking ownership of the Facility at Closing as set forth in Article 11 and Article 12, the Company shall surrender possession and vacate the Facility immediately, and deliver possession thereof to the County. If the Company fails to surrender possession and vacate the Facility, as set forth hereinabove, the County shall have full and free license to enter into and upon the Facility, in accordance with Florida law, for the purpose of repossessing the Facility, expelling and removing the Company and persons occupying the premises and removing any and all property therefrom and changing all the door locks of the Facility. The County may take these actions without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer and without relinquishing the County's right to Rent or any other right given to the County hereunder or by operation of law.

9.2.4. Storage of Property. Any and all property which may be removed from the Facility by the County pursuant to the authority of this Agreement or of law, to which the Company is or may be entitled and to which the County's lien applies in accordance with Section 9.1 - Landlord's Lien for Rent above, may

be handled, removed and stored, as the case may be, by or at the direction of the County at the risk, cost and expense of the Company, and the County shall in no event be responsible for the value, preservation or safekeeping thereof. The Company shall pay to the County, upon demand, any and all expenses incurred in such removal and all storage charges against such property so long as the same shall be in the County's possession or under the County's control. Any such property of the Company not retaken by the Company from storage within thirty (30) days after removal from the Facility shall, at the County's option, be deemed conveyed by the Company to the County under this Agreement as by a bill of sale without further payment or credit by the County to the Company.

9.2.5. Damages and Costs. Upon any default by the Company, the County shall be entitled to receive from the Company the payment of Rent and other costs as follows:

9.2.5.1. The County's cost of recovering possession of the Facility;

9.2.5.2. The County's cost of restoring the Facility to a building standard condition typical for assisted living facilities, normal wear and tear excepted;

9.2.5.3. All accrued, unpaid sums, plus interest at the rate of five percent (5%) per annum, for past due sums up to the date of termination and rent accruing subsequent to the date of termination pursuant to the holdover provisions of Section 9.4 – Holding Over below;

9.2.5.4. Any other sum of money or damages owed by the Company to the County; provided, however, that (i) the County shall not enforce the Company's payment of Rent for the remainder of the Term subsequent to the Company's default of this Agreement and surrender and vacancy of the Facility; and (ii) nothing herein shall be construed to entitle the Company to a refund or reimbursement of any of the Company's payments, including by not limited to the Company's payments for Rent, that are applied to the Reduced Basis Amount;

9.2.5.5. All fees and costs, including attorneys' fees and costs, incurred by the County as a result of the Company's default, whether incurred in preparation for or at trial, on appeal, or in bankruptcy; and

9.2.5.6. Any other expenses reasonably incurred by the County.

9.2.6. Waiver. No delay or omission by the County in exercising a right or remedy as provided in this Section 9.2 – Default by Company shall exhaust or impair the same or constitute a waiver of, or acquiescence to, a default.

9.3. Non-Waiver. Neither acceptance of Rent by the County nor failure by the County to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall waive such default, but the County may declare any such default at any time and take such action as might be lawful or

authorized hereunder, either at law or in equity. Waiver by the County of any right for any default by the Company shall not constitute a waiver of any right for either a subsequent default of the same obligation or any other default. Receipt by the County of the Company's keys to the Facility shall not constitute an acceptance of surrender of the Facility.

9.4. Holding Over. If the Company holds over after expiration or termination of this Agreement without the written consent of the County, the Company shall continue to pay the Rent applicable at the time of expiration or termination for the entire holdover period calculated and prorated on a daily basis. No holding over by the Company after the Term shall be construed to extend the term of this Agreement. Any holding over with the consent of the County in writing shall thereafter continue this Agreement on a month to month basis. In the event of any unauthorized holding over, the Company shall indemnify the County in accordance with Article 7 above for all losses, costs, and expenses, including reasonable attorneys' fees, incurred by reason of such holding over.

Article 10. RIGHTS OF COMPANY TO TERMINATE AGREEMENT

10.1. Rights of Company to Terminate Agreement. Provided that the Company is not delinquent in any of its Rent or other payments or otherwise in default with regard to any of the covenants and conditions of the Agreement, the Company shall have the right to terminate this Agreement in either of the following events and with no further Rent due subsequent to the Company's surrender and vacancy of the Facility; provided, however, that nothing herein shall be construed to entitle the Company to a refund or reimbursement of any of the Company's payments, including but not limited to the Company's payments for Rent, that are applied to the Reduced Basis Amount:

10.1.1. Termination of License. The Company's licenses to operate the Facility are terminated by Florida's Agency for Health Care Administration or any other state or federal agency having jurisdiction of Intermediate Care Facilities for the Developmentally Disabled imposes any licensing or other requirements upon the operators of such facilities;

10.1.2. Unable to Meet Licensing or Other Requirements. Florida's Agency for Health Care Administration or any other state or federal agency having jurisdiction of Intermediate Care Facilities for the Developmentally Disabled imposes any licensing or other requirements upon the operators of such facilities, which licensing or other requirements the Company is unable to satisfy or perform; or

10.1.3. Insufficient Funds. Sufficient funds for the operation of the Facility and the care of the Residents by the Company are not provided to it through the State of Florida and federal funding and budgeting process. Such termination shall be effected by written notice from the Company to the

County and the effective date of such termination shall be the date on which the Company's Residents are relocated, completely, by Florida's Agency for Health Care Administration.

10.1.4. Rent Not Reimbursable. Florida's Agency for Health Care Administration finally determines that the Company's Rent payments hereunder are not reimbursable under Florida's Medicaid Plan.

Article 11. DAMAGE OR DESTRUCTION, AND INSURANCE PROCEEDS

11.1. Damage from Certain Causes. Neither the County nor any mortgagee(s) shall be liable or responsible to the Company, its agents, contractors, customers, employees, invitees, licensees, servants or visitors for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority or any cause beyond the County's control or for any damage or inconvenience which may arise through repair or alteration of any part of the Facility.

11.2. Damage or Destruction to the Facility. If the Facility is at any time damaged or destroyed in whole or in part by fire, casualty or other causes, the determination of the Parties rights, duties, and obligations under this Agreement shall proceed in accordance with the following procedure:

11.2.1. Notice. In the event of a fire or other casualty in the Facility, the Company shall immediately give notice thereof to the County.

11.2.2. Company's Right to Terminate. If the Buildings and Structures are totally or substantially damaged or destroyed from any cause:

11.2.2.1. The County shall obtain an estimate of the time it will take to perform the necessary repairs, rebuilding and replacement of the Buildings and Structures from a responsible contractor selected by the County.

11.2.2.2. If the Company determines that it is advisable to discontinue its operation at the Facility, or if the Insurance Company, in settling the claim for such damage or destruction, takes the Facility in whole or in part (the **"Insurance Taking"**), the Company may terminate this Agreement by: (i) delivering written notice to the County no later than thirty (30) days after such damage or destruction, or no later than thirty (30) days after County's notice to the Company as to the contractor's estimated time to repair, rebuild or replace the Buildings and Structures, whichever occurs later; (ii) vacating and surrendering the Facility no later than thirty (30) days after delivering timely notice of

termination; and (iii) paying all Rent and other payments due up to the time the Company has vacated and surrendered the Facility. This Agreement shall remain in effect until all conditions in this Section 11.2.2.2 have been satisfied.

11.2.3. Repair and Restoration. Provided that the Company does not terminate this Agreement, as provided for in Section 11.2.2, Company's Right to Terminate, and provided that an Insurance Taking has not occurred, the process for pursuing the necessary repairs, rebuilding and replacement of the Buildings and Structures shall be as follows:

11.2.3.1. Rent Abatement. If the Tenantable Space is partially or fully destroyed by fire or other casualty so as to render the Tenantable Space untenantable in whole or in part, the Rent provided for herein shall abate as to the portion of the Tenantable Space rendered untenantable (the **"Rent Abatement"**), conditioned upon the following:

11.2.3.1.1. Rent Abatement shall begin on the date of such destruction or casualty and end on the date the Tenantable Space is made tenantable as determined by the County in its reasonable judgment (the **"Rent Abatement Period"**); for example, Rent Abatement would be 20% if 20% of the Tenantable Space is rendered untenantable (Rent would be reduced by 20% each month during the Rent Abatement Period), and if 100% of the Tenantable Space is rendered untenantable, Rent Abatement would be 100% (no Rent would be due during the Rent Abatement Period);

11.2.3.1.2. Rent Abatement shall not reduce or have any effect on the Reduced Basis Amount;

11.2.3.1.3. The Amortization Table shall be modified by the County to reflect the following:

11.2.3.1.3.1. The adjusted Rent amount paid during the Rent Abatement Period;

11.2.3.1.3.2. The resumption of the Monthly Rental Rate and Extended Monthly Rental Rate as applicable, as of the end of the Rent Abatement Period;

11.2.3.1.3.3. An interest rate of five percent (5%) per annum throughout the Term;

11.2.3.1.3.4. An adjustment to the final Rent payment for the Term and an extension of the Term for the period of time necessary to attain a Reduced Basis Amount equal to zero;

and

11.2.3.1.4. The Amortization Table, as modified herein, shall:

11.2.3.1.4.1. Be provided to the Company by the County no later than thirty (30) days subsequent to the end of the Rent Abatement Period;

11.2.3.1.4.2. Become effective at the end of the Rent Abatement Period;

11.2.3.1.4.3. Replace the Amortization Table attached hereto as Exhibit 2; and

11.2.3.1.4.4. Be incorporated as a part of this Agreement.

11.2.4. Extent of County's Obligation to Rebuild in the Event of Destruction or Casualty. In the event the Buildings and Structures are partially or fully destroyed by fire or other casualty, all proceeds received from the Property Insurance for such damage or casualty (the **"Insurance Proceeds"**) shall belong to and be the property of the County without any participation by the Company, except as provided hereinbelow. The County shall be obligated to repair, rebuild or replace the Buildings and Structures, in the event the Buildings and Structures are partially or fully destroyed by fire or other casualty, and to commence and prosecute such repair, rebuilding or replacement work promptly and with reasonable diligence as set forth herein below only if: (i) the Company is not in default; (ii) the Company has not terminated this Agreement; and (iii) an Insurance Taking, in part or in full, has not occurred:

11.2.4.1. The County shall be obligated to repair, rebuild or replace the Buildings and Structures only to the extent as follows:

11.2.4.1.1. Only to restore, replace or rebuild the Buildings and Structures within the limitations of the amount of the Insurance Proceeds after deductibles and less any related costs the County has or will incur from the date of the destruction or casualty, including costs to secure the remaining part of the Facility to mitigate further hazards, damage or loss in property value (the **"Net Property Insurance Proceeds"**). The County shall not be required to provide funding or to proceed with the repair, rebuilding or replacement work in advance of the County's receipt of the Net Property Insurance Proceeds; and the County shall not be required or otherwise obligated to provide funding or other consideration to the Company if the Net Property Insurance Proceeds are not sufficient

to repair, rebuild or replace the Buildings and Structures to the condition they were in at the time of the direct physical loss or damage, or to a standard that the Company would desire.

11.2.4.2. To the extent the Company seeks any additional repairs, rebuilding or replacements to the Buildings and Structures, in excess of those that are fully funded by the Net Property Insurance Proceeds, the Company may request the County to have such additional repairs, rebuilding or replacements performed by the County's contractor to the extent the Company fully funds such work in advance of the County's direction to the County's contractor for such work to be commenced. Such election by the Company to have such additional work performed at the Company's expenses shall not reduce or have any effect on the Reduced Basis Amount.

11.2.5. Insurance Company's Taking. In the event the Buildings and Structures are damaged or destroyed from any cause and an Insurance Taking occurs, all Insurance Taking proceeds including the value of the leasehold estate created hereby (the **"Insurance Taking Proceeds")** shall belong to and be the property of the County without any participation by the Company, except as provided hereinbelow.

11.2.5.1. County's Portion. The Insurance Taking Proceeds, after deductibles and less any related costs the County has incurred or will incur from the date of the destruction or casualty including costs to secure the remaining part of the Facility to mitigate further hazards, damage or loss in property value (the **"Net Insurance Taking Proceeds")** shall be first apportioned to the County in an amount up to and equaling the Reduced Basis Amount as of the date of such destruction or casualty (the **"County's Insurance Taking Portion")**. The County's Insurance Taking Portion shall be retained by the County and shall be applied to satisfy the Reduced Basis Amount as of the date of such destruction or casualty to the full extent of the County's Insurance Taking Portion.

11.2.5.2. **None of the Facility Remains.** In the event of an Insurance Taking in which no portion of the Facility remains after the day possession or title shall be taken by the Insurance Company (the **"Insurance Taking Date")**, the Term shall cease as of the Insurance Taking Date, and the Net Insurance Taking Proceeds shall be apportioned as follows:

11.2.5.2.1. Net Insurance Taking Proceeds Meet or Exceed Reduced Basis Amount (None of the Facility Remains). When the Net Insurance Taking Proceeds meet or exceed the Reduced Basis Amount as of the Insurance Taking Date, thereby satisfying the Reduced Basis Amount in full:

11.2.5.2.1.1. The County's Insurance Taking Portion shall first be retained by the County and shall be applied to satisfy the Reduced Basis Amount as of the Insurance Taking Date to the full extent of the County's Insurance Taking Portion;

11.2.5.2.1.2. Provided that the Company is not delinquent in any of its Rent or any other payments or otherwise in default with regard to any of the covenants and conditions of this Agreement, the County shall pay to the Company the balance of the Net Insurance Taking Proceeds after deducting and retaining the County's Insurance Taking Portion, no later than sixty (60) days after the County's receipt of such proceeds.

11.2.5.3. Net Insurance Taking Proceeds Less than the Reduced Basis Amount (None of the Facility Remains). When the Net Insurance Taking Proceeds are less than the Reduced Basis Amount as of the Insurance Taking Date, thereby not satisfying the Reduced Basis Amount, the County shall be entitled to retain the entire amount of the Net Insurance Taking Proceeds and the Company shall have no right thereto; additionally the Company shall not be entitled to a refund or reimbursement of any of the Company's payments, including but not limited to the Company's payments for Rent that are applied to the Reduced Basis Amount.

11.2.6. **Portion of the Facility Remains.** In the event of an Insurance Taking in which a portion of the Facility remains after the Insurance Taking Date, the Net Insurance Taking Proceeds shall be apportioned as follows:

11.2.6.1. Net Insurance Proceeds Meet or Exceed the Reduced Bass Amount (a Portion of the Facility Remains). When the Net Insurance Taking Proceeds meet or exceed the Reduced Basis Amount as of the Insurance Taking Date, thereby satisfying the Reduce Basis Amount in full, the following terms and conditions shall apply:

11.2.6.1.1. The County's Insurance Taking Portion shall first be retained by the County and shall be applied to satisfy the Reduced Basis Amount as of the Insurance Taking Date to the full extent of the County's Insurance Taking Portion; and provided that the Company is not delinquent in any of its Rent or any other payments or otherwise in default with regard to any of the covenants and conditions of the Agreement, the County shall pay to the Company the balance of the Net Insurance Taking Proceeds, no later than sixty (60) days after the County's receipt of such proceeds; and the Company shall be entitled to take ownership of any remaining portion of the Facility in "as is, where is" condition

as of the Insurance Taking Date subject to the satisfaction of the following conditions:

11.2.6.1.1.1. The Company is not delinquent in any of its Rent or any other payments or otherwise in default with regard to any of the covenants and conditions of the Agreement;

11.2.6.1.1.2. The Company provides its Notice of Intent to Take Ownership of the remaining portion of the Facility by providing such notice to the County no later than thirty (30) days prior to the Insurance Taking Date;

11.2.6.1.1.3. The Closing shall occur concurrent with or prior to the Insurance Taking Date; and

11.2.6.1.1.4. Upon the satisfaction of all of the conditions set forth hereinabove, the County shall convey the remaining portion Facility to the Company, subject to the Conveyance Conditions, with no additional consideration required, other than the Company's payment of all closing costs.

11.2.6.2. Net Insurance Proceeds Less Than the Reduced Basis Amount (a Portion of the Facility Remains). When the Net Insurance Taking Proceeds are less than the Reduced Basis Amount as of the Insurance Taking Date, thereby not satisfying the Reduce Basis Amount in full:

11.2.6.2.1. Unless the Company otherwise takes such action as provided for hereinbelow, the County shall be entitled to retain the entire amount of the Net Insurance Proceeds and the Company shall not be entitled to a refund or reimbursement of any of the Company's payments, including but not limited to the Company's payments for Rent that are applied to the Reduced Basis Amount;

11.2.6.2.2. If, however, the Company pays the County the remaining balance of the Reduced Basis Amount, the Company shall be entitled to take ownership of any remaining portion of the Facility in "as is, where is" condition as of the Insurance Taking Date subject to the satisfaction of the following conditions:

11.2.6.2.2.1. The Company is not delinquent in any of its Rent or any other payments or otherwise in default with regard to any of the covenants and conditions of the Agreement;

11.2.6.2.2.2. The Company provides its Notice of Intent to Take Ownership of the remaining portion of the Facility by

DRAFT

providing such notice to the County no later than thirty (30) days prior to the Insurance Taking Date;

11.2.6.2.2.3. The Closing shall occur no later than five (5) business days after the Insurance Taking Date; and

11.2.6.2.2.4. Upon the satisfaction of all of the conditions set forth hereinabove, the County shall convey the remaining portion Facility to the Company, subject to the Conveyance Conditions, with no additional consideration required, other than the Company's payment of all closing costs.

Article 12. CONDEMNATION

12.1. Condemnation - Full Compensation Award.

12.1.1. All compensation awarded or paid upon a Total Taking or Partial Taking of the Facility including the value of the leasehold estate created hereby (the **"Condemnation Proceeds")** shall belong to and be the property of the County without any participation by the Company, except as provided hereinbelow. However, nothing contained herein shall be construed to preclude the Company, at its cost, from independently prosecuting any claim directly against the condemning authority in such condemnation proceeding for business damages or damage to, or cost of, removal of, stock, trade fixtures, furniture, and other personal property belonging to the Company; provided, however, that no such claim shall diminish or otherwise adversely affect the County's award or the award of any mortgagee.

The remainder of the Condemnation Proceeds after deducting the amount awarded for the cost of the County's attorney's fees, expert fees, and costs may be referred to as the **"Net Condemnation Proceeds".**

12.1.2. County's Portion. The Net Condemnation Proceeds shall be first apportioned to the County in an amount up to and equaling the Reduced Basis Amount as of the Taking Date (the **"County's Portion"**). The County's Portion shall be retained by the County and shall be applied to satisfy the Reduced Basis Amount as of the Taking Date to the full extent of the County's Portion.

12.2. Total Taking. If the whole of the Facility, or such portion thereof in the Company's judgment as shall make the Facility unusable for the purposes leased hereunder, shall be taken by any public authority under the power of eminent domain or sold to public authority under threat or in lieu of such taking (the **"Total Taking"**), the Term shall cease as of the day possession or title shall be taken by such public authority, whichever is earlier (the **"Taking Date"**). The

determination of the parties rights, duties, and obligations under this Agreement shall proceed in accordance with the following procedure:

12.2.1. **None of the Facility Remains.** In the event of a Total Taking in which no portion of the Facility remains after the Taking Date, the Net Condemnation Proceeds shall be apportioned as follows:

12.2.1.1. Net Condemnation Proceeds Meet or Exceed Reduced Basis Amount. When the Net Condemnation Proceeds meet or exceed the Reduced Basis Amount as of the Taking Date, thereby satisfying the Reduced Basis Amount in full:

12.2.1.1.1. The County's Portion shall be retained by the County and shall be applied to satisfy the Reduced Basis Amount as of the Taking Date to the full extent of the County's Portion;

12.2.1.1.2. Provided that the Company is not delinquent in any of its Rent or any other payments or otherwise in default with regard to any of the covenants and conditions of this Agreement, the County shall pay to the Company the balance of the Net Condemnation Proceeds after deducting and retaining the County's Portion, no later than thirty (30) days after the County's receipt of such proceeds. The provisions of this Section 12.2.1.1 shall survive the expiration or earlier termination of this Agreement.

12.2.1.2. Net Condemnation Proceeds Less than the Reduced Basis Amount. When the Net Condemnation Proceeds are less than the Reduced Basis Amount as of the Taking Date, thereby not satisfying the Reduced Basis Amount in full, the County shall be entitled to retain the entire amount of the Net Condemnation Proceeds and the Company shall have no right thereto; additionally the Company shall not be entitled to a refund or reimbursement of any of the Company's payments, including but not limited to the Company's payments for Rent that are applied to the Reduced Basis Amount.

12.2.2. **Portion of the Facility Remains.** In the event of a Total Taking in which a portion of the Facility remains after the Taking Date (the **"Remainder"**), the Net Condemnation Proceeds shall be apportioned as follows:

12.2.2.1. Net Condemnation Proceeds Meet or Exceed the Reduced Bass Amount. When the Net Condemnation Proceeds meet or exceed the Reduced Basis Amount as of the Taking Date, thereby satisfying the Reduced Basis Amount in full, the following terms and conditions shall apply:

12.2.2.1.1. The County's Portion shall first be retained by the County and shall be applied to satisfy the Reduced Basis Amount as of the Taking Date to the full extent of the County's Portion; and provided that the Company is not delinquent in any of its Rent or any other payments or otherwise in default with regard to any of the covenants and conditions of the Agreement, the County shall pay to the Company the balance of the Net Condemnation Proceeds, no later than sixty (60) days after the County's receipt of such proceeds; and the Company shall be entitled to take ownership of the Remainder in "as is, where is" condition as of the Taking Date subject to the satisfaction of the following conditions (the provisions of this Section 12.2.2.1 shall survive the expiration or earlier termination of this Agreement):

12.2.2.1.1.1. The Company is not delinquent in any of its Rent or any other payments or otherwise in default with regard to any of the covenants and conditions of the Agreement;

12.2.2.1.1.2. The Company provides its Notice of Intent to Take Ownership of the Remainder by providing such notice to the County no later sixty (60) days prior to the Taking Date;

12.2.2.1.1.3. The Closing shall occur no later than five (5) business days after the Taking Date; and

12.2.2.1.1.4. Upon the satisfaction of all of the conditions set forth hereinabove, the County shall convey the Remainder to the Company, subject to the Conveyance Conditions, with no additional consideration required, other than the Company's payment of all closing costs.

12.2.2.2. Net Condemnation Proceeds Less Than the Reduced Bass Amount. When the Net Condemnation Proceeds are less than Reduced Basis Amount as of the Taking Date, the County's Portion shall first be retained by the County and shall be applied to satisfy the Reduced Basis Amount as of the Taking Date to the full extent of the County's Portion and if, after applying the County's Portion a balance remains in the Reduced Basis Amount, the following terms and conditions shall apply:

12.2.2.2.1. Unless the Company otherwise takes such action as provided for hereinbelow, the County shall be entitled to retain the entire amount of the Net Condemnation Proceeds and the Company shall have no right thereto; additionally the Company shall not be entitled to a refund or reimbursement of any of the Company's payments, including but not limited to the Company's payments for Rent that are applied to the Reduced Basis Amount;

12.2.2.2.2. If, however, the Company pays the County the remaining balance of the Reduced Basis Amount, the Company shall be entitled to take ownership of the Remainder in "as is, where is" condition as of the Taking Date subject to the satisfaction of the following conditions:

12.2.2.2.2.1. The Company is not delinquent in any of its Rent or any other payments or otherwise in default with regard to any of the covenants and conditions of the Agreement;

12.2.2.2.2.2. The Company provides its Notice of Intent to Take Ownership of the Remainder by providing such notice to the County no later than sixty (60) days prior to the Taking Date;

12.2.2.2.2.3. The Closing shall occur no later than five (5) business days after the Taking Date; and

12.2.2.2.2.4. Upon the satisfaction of all of the conditions set forth hereinabove, the County shall convey the Remainder to the Company, subject to the Conveyance Conditions, with no additional consideration required, other than the Company's payment of all closing costs.

12.2.2.2.2.5. The provisions of this Section 12.2.2.2 shall survive the expiration or earlier termination of this Agreement.

12.3. Partial Taking. If less than the whole of the Facility, or less than such portion thereof as would make it a Total Taking as of the Taking Date, is taken by any public authority under the power of eminent domain or sold to public authority under threat or in lieu of such taking (the **"Partial Taking"**), the determination of the parties rights, duties, and obligations under this Agreement shall proceed in accordance with the following procedure:

12.3.1. Repairs to the Facility. If the Remainder is damaged by the Partial Taking, the County shall commence and prosecute any repair, rebuilding or replacement work promptly and with reasonable diligence as set forth herein below:

12.3.1.1. Repair Limitations. The County shall be obligated to repair, rebuild or replace the Remainder only within the limitations of the portion of the Net Condemnation Proceeds attributable to compensation for curing any damages to the Remainder (the **"Cure Proceeds"**), and excluding the portion of the Net Condemnation Proceeds attributable to compensation for the portion of the Facility actually taken and severance damages to the Remainder (the **"Taking and Severance**

Proceeds"). The County shall not be responsible to provide funding in advance of the County's receipt of the Net Condemnation Proceeds, and the County shall not be required or otherwise obligated to provide funding or other consideration to the Company if the Cure Proceeds are not sufficient to repair, rebuild or replace the Remainder to the condition it was in prior to the Taking Date, or to a standard that the Company would desire.

12.3.1.2. Optional Additional Repairs. To the extent the Company seeks any additional repairs, rebuilding or replacements to the Remainder, in excess of those that are fully funded by the Cure Proceeds, the Company may request the County to have such additional repairs, rebuilding or replacements performed by the County's contractor to the extent the Company fully funds such work in advance of the County's direction to the County's contractor for such work to be commenced. Such election by the Company to have such additional work performed at the Company's expenses shall not reduce or have any effect on the Reduced Basis Amount.

12.3.2. Apportionment of the Net Condemnation Proceeds. The Net Condemnation Proceeds shall be apportioned as follows:

12.3.2.1. First, to repair, rebuild or replace the Improvements within the limitations of the Cure Proceeds;

12.3.2.2. Second, to the County in the amount of the County's Portion. The County's Portion shall be retained by the County and shall be applied to satisfy the Reduced Basis Amount as of the Taking Date to the full extent of the County's Portion, as follows:

12.3.2.2.1. If the balance of the Net Condemnation Proceeds is sufficient to satisfy the Reduced Basis Amount in full as of the Taking Date, after deducting the amount of the Cure Proceeds necessary to repair, rebuild or replace the Improvements, the Company shall be entitled to any additional balance of the Net Condemnation Proceeds and the Company shall be entitled to take ownership of the Remainder subject to the satisfaction of the following conditions:

12.3.2.2.1.1. The Company is not delinquent in any of its Rent or any other payments or otherwise in default with regard to any of the covenants and conditions of the Agreement;

12.3.2.2.1.2. The Company provides its Notice of Intent to Take Ownership of the remaining portion of the Facility by providing such notice to the County no later than sixty (60) days prior to the Date of Taking;

DRAFT

12.3.2.2.1.3. The Closing shall occur no later than five (5) business days after the Date of Taking; and.

12.3.2.2.1.4. Upon the satisfaction of all of the conditions set forth hereinabove, the County shall convey the remaining portion Facility to the Company, subject to the Conveyance Conditions, with no additional consideration required, other than the Company's payment of all closing costs.

12.3.2.2.2. If, however, after deducting the amount of the Cure Proceeds necessary to repair, rebuild or replace the Improvements the balance of the Net Condemnation Proceeds is not sufficient to satisfy the Reduced Basis Amount in full, as of the Taking Date, the determination of the Parties rights, duties, and obligations under this Agreement shall proceed in accordance with the following:

12.3.2.2.2.1. The County's Portion shall be applied as a lump sum payment of Rent as of the Taking Date;

12.3.2.2.2.2. If Tenantable Space is partially or fully destroyed by the Partial Taking so as to render Tenantable Space untenantable in whole or in part:

12.3.2.2.2.2.1. The Rent provided for herein shall be permanently reduced as to the portion of the Tenantable Space which is rendered untenantable and which will not be repaired, rebuilt or replaced (the **"Lost Tenantable Space"**); however, such adjustment shall not reduce or have any effect on the Reduced Basis Amount;

12.3.2.2.2.2.2. The Rent provided for herein shall abate as to the portion of the Tenantable Space which is rendered untenantable and which will be repaired, rebuilt or replaced and such Rent Abatement and the Rent Abatement Period shall begin on the Taking Date and end on the date the Tenantable Space is made tenantable as determined by the County in its reasonable judgment (the **"Rent Abatement Period Due to Taking"**); however, such rent abatement shall not reduce or have any effect on the Reduced Basis Amount;

12.3.2.2.2.3. The Amortization Table shall be modified by the County to reflect all of the following:

12.3.2.2.2.3.1. The lump sum payment of Rent as of the Taking Date and in the amount of the County's Portion;

12.3.2.2.2.3.2. The permanent adjustment to Rent as of the Taking Date for the portion of the Lost Tenantable Space as applicable;

12.3.2.2.2.3.3. The adjusted Rent amount paid during the Rent Abatement Period Due to Taking as applicable;

12.3.2.2.2.3.4. The resumption of the Monthly Rental Rate and Extended Monthly Rental Rate as applicable, as of the end of the Rent Abatement Period Due to Taking as applicable;

12.3.2.2.2.3.5. An interest rate of five percent (5%) per annum throughout the Term; and

12.3.2.2.2.3.6. An adjustment to the final Rent payment for the Term, and an adjustment of the Term for the period of time necessary, to attain a Reduced Basis Amount equal to zero.

12.3.2.2.2.4. The Amortization Table, as modified herein, shall:

12.3.2.2.2.4.1. Become effective as of the Taking Date if such Amortization Table is modified as a result of Lost Tenantable Space, or become effective as of the end of the Rent Abatement Period Due to Taking if such Amortization Table is modified as a result of a Rent Abatement, with the understanding that more than one modification to such Amortization Table may be required as a result of a Partial Taking;

12.3.2.2.2.4.2. Replace the Amortization Table attached hereto as Exhibit 2; and

12.3.2.2.2.4.3. Be incorporated as a part of this Agreement.

Article 13. MISCELLANEOUS

13.1. Assignment. Neither Company nor County may assign its rights and obligations under this Agreement without the prior written consent of the other party.

13.2. Attorney's Fees. In the event of litigation arising pursuant to the provisions of this Agreement, the prevailing party shall be entitled, to the extent permitted by applicable law, to collect reasonably attorneys' fees from the non-prevailing party and costs and expenses of such litigation, whether at the trial level or on appeal. In the event the County is obligated to pay attorney's fees as the non-prevailing party, such obligation shall be limited to the extent of protection afforded the County by virtue of Section 768.28, Florida Statutes, and any other such applicable state or federal law. This Section shall not be deemed as a waiver of the County's right and protection to sovereign immunity.

13.3. Authorities.

13.3.1. Company's Authority. As a material inducement to the County to enter into this Agreement, the Company and each party, individually, executing this Agreement on behalf of the Company, intending that the County rely thereon, represents and warrants to the County as follows:

13.3.1.1. The Company and the party executing on behalf of the Company are fully and properly authorized to execute and enter into this Agreement on behalf of the Company and to deliver this Agreement to the County;

13.3.1.2. This Agreement constitutes a valid and binding obligation of the Company, enforceable against the Company in accordance with the terms of this Agreement;

13.3.1.3. The Company is duly organized, validly existing and in good standing under the laws of the State of Florida, and has full power and authority to enter into this Agreement, to perform the Company's obligations under this Agreement in accordance with the terms of this Agreement, and to transact business in the State of Florida; and

13.3.1.4. The execution of this Agreement by the individual or individuals executing this Agreement on behalf of the Company, and the performance by the Company of the Company's obligation under this Agreement, have been duly authorized and approved by all necessary corporate or partnership action, as the case may be, and the execution, delivery and performance of this Agreement by the Company is not in conflict with Company's bylaws or articles of incorporation, if a corporation, agreement of partnership, if a partnership, and other charters, agreements, rules or regulations governing the Company's business as any of the foregoing may have been supplemented or amended in any manner.

13.3.2. County's Authority. As a material inducement to the Company to enter into this Agreement, the County, intending that the Company rely thereon, represents and warrants to the Company that:

13.3.2.1. The County, and the party executing on behalf of the County, are fully and properly authorized to execute and enter into this Agreement on behalf of the County and to deliver this Agreement to the Company;

13.3.2.2. This Agreement constitutes a valid and binding obligation of the County, enforceable against the County in accordance with the terms of this Agreement;

13.3.2.3. The County is charter county and political subdivision of the State of Florida organized and validly existing under the constitution and laws of the State of Florida; the County is authorized, in accordance with the Constitution and the laws of the State of Florida, to enter into the transactions contemplated by this Agreement; and the County has authorized the execution and delivery of this Agreement; and

13.3.2.4. The execution of this Agreement by the individual or individuals executing this Agreement on behalf of the County, and the performance by the County of the County's obligation under this Agreement, have been duly authorized and approved by all necessary corporate action, as the case may be, and the execution, delivery and performance of this Agreement by the County is not in conflict with the County's bylaws or other charters, agreements, rules or regulations governing the County's business as any of the foregoing may have been supplemented or amended in any manner.

13.4. Broker's Fee and Representation. The Company covenants, represents and warrants that the Company had no dealings or negotiations with any broker or agent ("Broker") in connection with the consummation of this Agreement, and that no commissions are due to any Broker in connection with this Agreement. The Company agrees to indemnify the County, in accordance with Section 8.2 - Company's Indemnity above, against any loss, liability, or expense, including attorney's fees and costs, arising out of claims for fees or commissions from anyone with whom Company has dealt in connection with the lease of the Facility.

13.5. Controlling Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. Venue for all purposes shall be in the Second Judicial Circuit, Leon County, Florida.

13.6. County's Access. The County shall be entitled at all reasonable times and upon reasonable notice of no less than twenty-four (24) hours (except in the event of an emergency) to enter and examine the Facility while escorted by a Company

representative. The Company shall not unduly obstruct any pipes, conduits, or mechanical or other electrical equipment so as to prevent reasonable access thereto. The County shall exercise its rights under this section, to the extent possible in the circumstances, in such manner so as to minimize interference with the Company's use and enjoyment of the Facility. The County shall have the right at all times to enter the Facility without a Company escort and without prior notice to the Company in the event of an emergency affecting the Facility.

13.7. Force Majeure. The performance by either party to this Agreement of its obligations shall be excused by delays attributable to events beyond that party's control for a period of time that is sufficient for the party to perform its obligations after the cessation of the Force Majeure event acting in a diligent, commercially reasonable manner. Events beyond a party's control include, but are not limited to, acts of the other party, acts of God, war, civil commotion, strikes, fire, flood or other casualty, failure of power, government regulation or restriction including extraordinary delay in the issuance of any permit, and unusually inclement weather conditions.

13.8. Further Assurances. Each party hereto shall, from time to time, execute and deliver such further instruments as the other party or its counsel may reasonably request to effectuate the intent of this Agreement.

13.9. Hazardous Materials. The Company represents the Company has no knowledge of any **"Hazardous Materials"** being stored, used, or otherwise released on the Facility, and the Company acknowledges that, as the Company constructed the Facility and has possessed, operated and maintained the Facility during all of its existence, the County would not have knowledge of such materials being stored, used or otherwise released on the Facility.

13.9.1. **"Hazardous Materials"** shall mean any of the following:

13.9.1.1. Oil, flammable substances, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances or any other wastes, materials or pollutants which (i) pose a hazard to the Facility or to persons on or about the Facility or (ii) cause the Facility to be in violation of any Hazardous Materials Laws (as defined below);

13.9.1.2. Asbestos in any form, urea formaldehyde foam insulation, transformers or other equipment that contain dielectric fluid containing levels of polychlorinated biphenyls, or radon gas;

13.9.1.3. Chemical, material or substance defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "extremely hazardous waste", "restricted Hazardous waste", or "toxic substances" or words of similar import under any applicable local, state or federal law or under the regulations adopted or

publications promulgated pursuant thereto, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, *et seq.;* the Hazardous Materials Transportation Act, as amended, 49 U.S.C. §1801, *et seq.;* the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251, *et seq.;* the Resource Conservation and Recovery Act, 42 U.S.C. §6901, *et seq.;* the Toxic Substances Control Act, 15 U.S.C. §2601, *et seq.;* the Clean Water Act, 33 U.S.C. §1251, *etseq.;* the Federal Clean Air Act, 42 U.S.C. §7401, *et seq.;* the Federal Clean Water Act, 33 U.S.C. §1151, *et seq.;* the National Environmental Policy Act, 42 U.S.C. §1857, *et seq.;* the Regulations of the Environmental Protection Agency, 33 C.F.R. and 40 C.F.R.; Chapters 373, 376, 380 and 403 of the Florida Statutes and rules related thereto, including Chapters 17, 27 and 40 of the Florida Administrative Code; and all Leon County environmental protection ordinances or any other federal, state or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect;

13.9.1.4. Other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or may or could pose a hazard to the health and safety of the occupants and Residents of the Facility or the owners and/or occupants of property adjacent to or surrounding the Facility, or any other person coming upon the Facility or adjacent property; and

13.9.1.5. Other chemicals, materials or substances which may or could pose a hazard to the environment.

13.9.2. **"Hazardous Materials Claims"** shall mean any enforcement, cleanup, removal, remedial or other governmental or regulatory actions, agreements or orders instituted pursuant to any Hazardous Materials Laws; and any claims made by any third party against County, Company, or the Facility relating to damage, contribution, cost recovery compensation, loss or injury resulting from the presence, release or discharge of any Hazardous Materials.

13.9.3. **"Hazardous Materials Laws"** shall mean any federal, state or local laws, ordinances, regulations or policies relating to the environment, health and safety, and Hazardous Materials (including, without limitation, the use, handling, transportation, production, disposal, discharge or storage thereof) or to industrial hygiene or the environmental conditions on, under or about the Facility, including, without limitation, soil, groundwater and indoor and ambient air conditions.

13.9.4. The Company shall comply with all laws, ordinances, orders, rules and regulations (state, federal, municipal or promulgated by other agencies or bodies having or claiming jurisdiction) related to the use, condition or occupancy of the Facility, regardless of when they become effective, including, without limitation, all Hazardous Materials Laws (collectively, "Laws").

13.9.5. The Company shall promptly cure and satisfy all Hazardous Materials claims arising out of or by reason of the activities or businesses of the Company, its sub-tenants, or the agent contractors, businesses or employees of the Company or any sub-tenant. Nothing done by the Company in its use of occupancy of the Facility shall create, require or cause imposition of any requirement by any public authority for structural or other upgrading of or improvement to the Facility.

13.9.6. The Company shall not occupy or use, or permit any portion of the Facility to be occupied or used, for any business or purpose that is disreputable or productive of fire hazard, or permit anything to be done that would increase the rate of fire or other insurance coverage on the Facility and/or its contents. If the Company does or permits anything to be done that shall increase the cost of any insurance policy required to be carried hereunder, then the Company shall reimburse the County, upon demand, for any such additional premiums. The County shall deliver to the Company a written statement setting forth the amount of any such insurance cost increase and showing in reasonable detail the manner in which it has been computed. Nothing done by the Company in its use or occupancy of the Facility shall create, require or cause imposition of any requirement by any public authority for structural or other upgrading of or improvement to the Facility.

13.9.7. The Company shall not cause or permit (i) violation of Laws and (ii) any Hazardous Materials to be brought upon, kept or used in or about the Facility by the Company, its agents, employees, contractors or invitees, other than substances commonly found in commercial office buildings and in the Company's business in quantities or concentrations that do not violate any Laws. If the Company breaches the obligations stated in the preceding sentence, or if contamination of the Facility by Hazardous Material occurs for which Company is legally liable to the County for damage resulting therefrom, or if the Company's activities or those of its contractors, agents, employees, businesses (or those of its subtenants) result in or cause a Hazardous Materials Claim, then the Company shall indemnify, defend, protect and hold the County harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the Facility, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Facility, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorneys' fees, consultants' fees and experts' fees) which arise during or after the Term of this

Agreement a result of such contamination. This indemnification of the County by the Company includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work required by any federal, state or local government agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the Facility. The foregoing indemnity shall survive the expiration or earlier termination of this Agreement.

13.10. Incorporation of Prior Agreements; Modifications. This Agreement is entire and the only agreement between the parties pertaining to the Agreement of the Facility, and supersedes all prior agreements both written and oral with respect to the subject matter hereof, and no other agreements either oral or otherwise are effective unless embodied herein. All amendments to this Agreement shall be in writing and signed by all parties. Any other attempted amendment shall be void.

13.11. Interpretation. The captions of the Articles, Sections and Paragraphs of this Agreement are to assist the Parties in reading this Agreement; are not a part of the terms or provisions of this Agreement; nor shall they affect its meaning, construction and effect. Whenever required by the context of this Agreement, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other. In any provision relating to the conduct, acts or omissions of Company the term "Company" shall include the Company's agents, employees, contractors, subcontractors, invitees, successors or others using the Facility with the Company's expressed or implied permission. This Agreement shall not be construed more or less favorably with respect to either party as a consequence of the Agreement or various provisions hereof having been drafted by one of the parties hereto.

13.12. Joint and Several Liability. All parties signing this Agreement as the Company shall be jointly and severally liable for all obligations of the Company.

13.13. Limitation of Warranties. The Company and the County make no representations or warranties except those representations and warranties expressly made by the Company or the County in this Agreement.

13.14. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute but one and the same instrument.

13.15. No Liability of Individual Officers or Directors. No recourse under or upon any obligation, covenant or agreement contained in this Agreement shall be had against any director or officer, as such, past, present or future, of the County, either directly or through the County, or against any officer, or

member of the Board of Directors of the Company, past, present or future, as an individual so long as such individual was acting in good faith. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer or member of the Board of Directors of the Company is hereby expressly waived and released by the Company and by the County, to the extent allowed by law, as a condition and consideration for the execution of this Agreement.

13.16. No Waiver. Neither the failure of either party to exercise any power given such party hereunder or to insist upon strict compliance by the other party with its obligations hereunder, or by custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

13.17. Notices and Demands. Any notice or document, other than Rent and other required payments, required or permitted to be delivered by the terms of this Agreement shall be delivered as follows:

13.17.1. The method of delivery may be by: (i) hand delivery; (ii) certified mail, return receipt requested; or (iii) guaranteed overnight delivery service.

13.17.2. All notices shall be effective upon delivery or attempted delivery during regular business hours. Either party may change its notice address upon written notice to the other party, given in accordance herewith by an authorized officer, partner, or principal. Until such change, the addresses for notice shall be:

If to the County:

Parwez Alam, County Administrator
Leon County Courthouse, 5th Floor
301 South Monroe Street
Tallahassee, FL 32301

With a copy to:
Herbert W. A. Thiele, Esq.
Leon County Attorney's Office
301 S. Monroe Street, Suite 202
Leon County Courthouse
Tallahassee, FL 32301

If to the Company:

Pensacola Care, Inc.
2115 W. Nine Mile Rd., Suite 5

DRAFT

Pensacola, FL 32534

With copy to:
Shell Fleming Davis & Menge
226 Palafox Place, 9th Floor (32502)
Post Office Box 1831
Pensacola, FL 32591-1831

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

13.19. Relationship. The County and the Company disclaim any intention to create a joint venture, partnership or agency relationship.

13.20. Severability. In the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions of such instrument.

13.21. Successors and Assigns; Subleasing. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. This Agreement may not be assigned by the Company nor may the Facility be subleased, in whole or in part, by the Company, without the prior written consent of the County. In no event shall the Company be released from any obligation or liability under this Agreement following any such assignment or sublease. No sublessee of the Facility, or any portion thereof, may further assign or sublease its interest in the Facility or any portion thereof.

13.22. Survival and Benefit. Except as otherwise expressly provided herein, each agreement, representation, or warranty made in this Agreement by or on behalf of either party, or in any instruments delivered pursuant hereto or in connection herewith, shall terminate upon the Expiration Date or earlier termination of this Agreement. The covenants, agreements and undertakings of each of the parties hereto are made solely for the benefit of, and may be relied on only by the other party hereto, its successors and assigns, and are not made for the benefit of, nor may they be relied upon, by any other person whatsoever.

13.23. Time is of the Essence. Time is of the essence of this Agreement and all provisions contained herein.

13.24. Waivers. Except as provided herein, all waivers must be in writing and signed by the waiving party. County's failure to enforce any provision of this Agreement or its acceptance of Rent shall not be a waiver and shall not prevent the County from enforcing that provision or any other provision of this Agreement in the future. No statement on a payment check from the Company or in a letter accompanying a payment check shall be binding on the County. The County may, with or without notice to the Company, negotiate such check without being bound to the conditions of such statement.

13.25. Waiver of Trial by Jury. The County and the Company each hereby knowingly, intentionally and voluntarily waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matter whatsoever arising out of or in any way connected with this Agreement.

13.26. Waiver of Statutory Rights. The rights and remedies of the County and the Company under this Agreement shall not be adversely affected by any laws, ordinances or regulations, whether Federal, State, County, municipal or otherwise, which may be enacted or become effective from and after the Effective Date affecting or regulating or attempting to affect or regulate the amounts due hereunder.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

DRAFT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the first date set forth in the first paragraph above.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

WITNESSES

_____

Name: _____

_____

Name: _____

PENSACOLA CARE, INC.

_____

By: _____

Print Name: _____

Its: President

Date: _____

(Corporate Seal)

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 2011 by

_____ of _____

(Individual's Name) (Name of Corporation, Partnership or Trust)

on behalf of the Corporation, Partnership or Trust who is personally known to me or who has produced

_____ as identification.

Notary's Signature: _____

(Print, type or stamp name of notary public)

DRAFT

WITNESSES

_____

Name: _____

_____

Name: _____

ATTEST:
Bob Inzer, Clerk of the Court,
Leon County, Florida

BY: _____

Name: _____

LEON COUNTY

By _____
Parwez Alam
Its County Administrator

Date: _____

Approved as to Form:
Leon County Attorney's Office

BY: _____
Herbert W. A. Thiele, Esq.

REF

Exhibit 1

Official Records Book 1360 at Page 1201

and

Parcel ID 212851 D0002

PREPARED BY:
Fletcher Fleming
OF SHELL, FLEMING, DAVIS & MENGE
7TH FLOOR SEVILLE TOWER
PENSACOLA, FLORIDA

S P D & M FILE NO. F 2642-D-4

State of Florida.

County of LEON

CORPORATION
WARRANTY DEED.

OR 1360 PG 1201

_____ REC. FEE
_____ ST. STAMP
_____ SURTAX
_____ TOTAL

Grantees' Mailing Address

KNOW ALL MEN BY THESE PRESENTS, That PENSACOLA CARE, INC., a corporation, for and in consideration of Ten Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, does bargain, sell, convey and grant unto LEON COUNTY, FLORIDA, a Political Subdivision of the State of Florida, its successors and assigns, forever, the following real property, situate, lying and being in the County of Leon, State of Florida, to-wit:

The South 517.89 feet of Lot "D" of Industrial Park as shown by map thereof recorded in Plat Book 3, page 207, public records of Leon County, Florida, containing 5.0 acres more or less.

RECORDED IN THE PUBLIC RECORDS OF LEON CO. FLA.
FEB 2 11 38 AM '89
PAUL F. HARTSFIELD
CLERK OF CIRCUIT COURT
924420

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
FEB-2'89
00.55

Subject to taxes for current year and to valid easements and restrictions of record affecting the above property, if any, which are not hereby reimposed.

To have and to hold, unto the said grantee, its successors and assigns, forever. Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and right of homestead. And the said corporation covenants that it is well seized of an indefeasible estate in fee simple in said property and has a good right to convey the same; that it is free from encumbrances, and that it, its successors and assigns, the said grantee, its successors and assigns, in the quiet and peaceful possession and enjoyment thereof, against all persons lawfully claiming the same, shall and will forever warrant and defend, subject to the exceptions set forth above.

IN WITNESS WHEREOF, the said corporation, grantor, in pursuance of due and legal action of its stockholders and Board of Directors, has executed these presents, causing its name to be signed by its _____ President, and its corporate seal to be affixed here this 30 day of June, A.D. 1981.

(Corporate Seal)

PENSACOLA CARE, INC.
A Corporation

Signed, sealed and delivered in the presence of:

1. Earl R. Lancaster
2. Janice L. McGough

By Edward S. McCurdy (SEAL)
Its _____ President

State of FLORIDA
County of ESCAMBIA

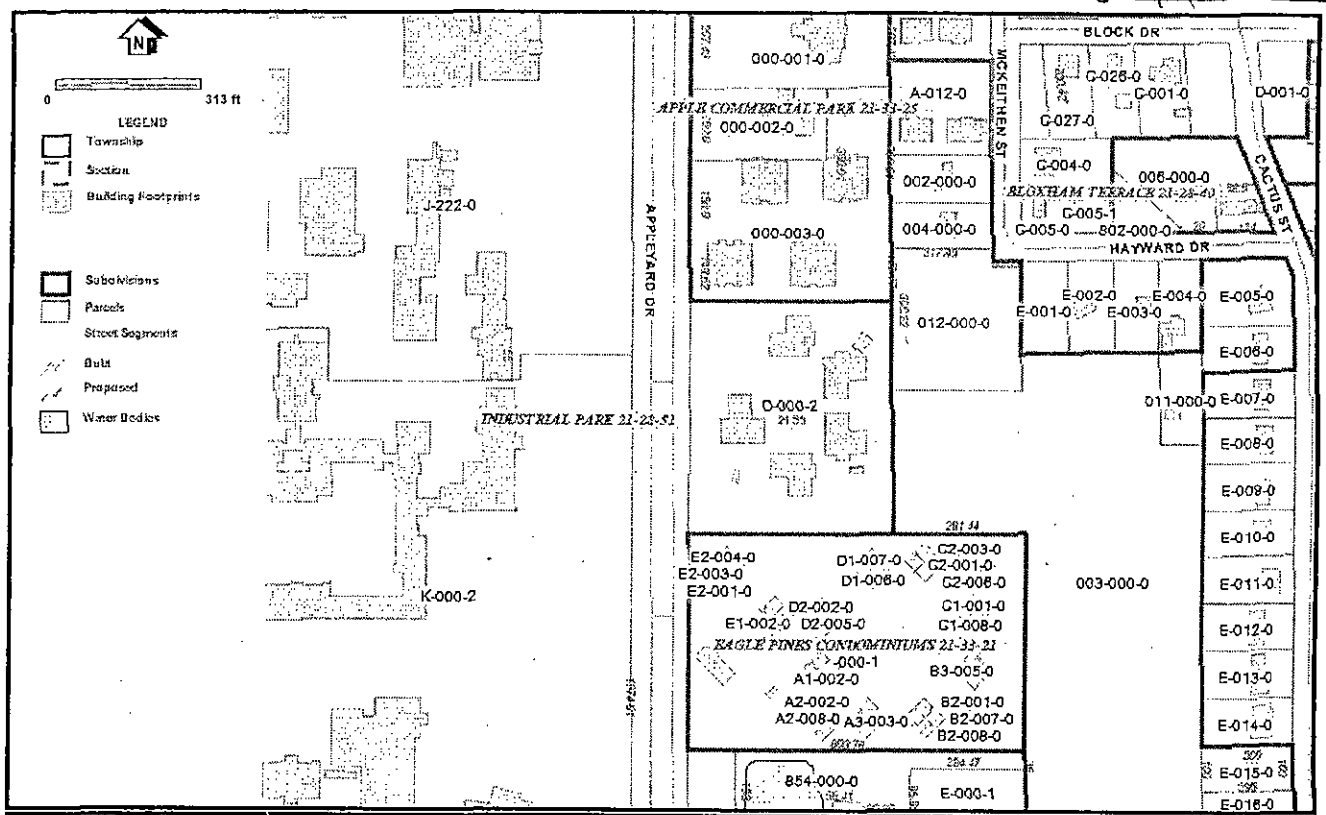
The foregoing instrument was acknowledged before me this _____ day of June, 1981, by Edward S. McCurdy, the _____ President of Pensacola Care, Inc., a corporation, on behalf of that corporation.

Notary Public

My commission expires: 4-18-84

Attachment # 2
Page 45 of 53

24



Tallahassee-Leon County GIS
TLCGIS
850/606-5504

Parcel ID 212851 D0002

455 Appleyard Drive, Tallahassee, FL

Date Created: 5/13/2011

TLCGIS Map Disclaimer: This product has been compiled from the most accurate source data from Leon County, the City of Tallahassee, and the Leon County Property Appraiser. However, this product is for reference purposes only and is not to be construed as a legal document or survey instrument. Any reliance on the information contained herein is at the user's own risk. Leon County, the City of Tallahassee, and the Leon County Property Appraiser assume no responsibility for any use of the information contained herein or any loss resulting therefrom.

Bert Hartsfield,
Property Appraiser
850/488-6102

Attachment # 2
Page 47 of 53

The Tax Roll is compiled by the Legal Descriptions as recorded in the Public Records of Leon County. Location addresses are not used in the preparation of the Tax Roll. They should not be used for title searches or preparation of legal documents. Parcel ID numbers are for the certified year only.

Parcel Information

Parcel ID : 212851 D0002
Parent Parcel: N/A
Owner(s) : LEON COUNTY
C/O OMB
301 S MONROE ST
STE 202
TALLAHASSEE FL 32301

Location : 455 APPLEYARD DR
Legal : INDUSTRIAL PARK
28 29 32 & 33 1N 1W 5 A
S 517.89 FT OF BLOCK D
OR 998/2122 1360/1201
DEVELOPMENTAL CENTER

Sales Information

Date	Price	Book	Page	Imp/Vac	Instrument Type
01/1981	$162,000.00	0998	2122	V	WARRANTY DEED

All information provided by this online Internet resource is subject to verification by the Leon County Property Appraiser office. The Parcel and Sale Information is updated daily.

2010 Certified Property Value

Taxing Authority	Rate	Market	Assessed	Exempt	Taxable
County	7.85	$1,211,461.00	$1,211,461.00	$0.00	$0.00
MSTU -EMS	0.5	$1,211,461.00	$1,211,461.00	$0.00	$0.00
School - State Law	5.536	$1,211,461.00	$1,211,461.00	$0.00	$0.00
School - Local board	2.498	$1,211,461.00	$1,211,461.00	$0.00	$0.00
City	3.7	$1,211,461.00	$1,211,461.00	$0.00	$0.00
Water Management	.045	$1,211,461.00	$1,211,461.00	$0.00	$0.00

Building Value: $993,661.00 **Land Value:** $217,800.00 **SOH Differential:** $0.00

2010 Building Information

Property Use :APARTMENTS

Actual Year Built	Base SQ Ft	Auxiliary SQ Ft	Millage Code	Classified Use	Number of Buildings
1982	28413	2520	1	0	5

24

Exhibit 2

Amortization Schedule (25 years @ 5% per annum)						
Pmt. #	Rent Due Date	Rent	Interest	Pmt to Basis	Cumulative Pmt to Basis	Reduced Basis Amount
	Purchase Price					*$ 2,090,000*
1	Saturday, July 02, 2011	$ 12,218	$ 8,708	$ 3,510	$ 3,510	**$ 2,086,490**
2	Monday, August 01, 2011	$ 12,218	$ 8,694	$ 3,524	$ 7,034	**$ 2,082,966**
3	Thursday, September 01, 2011	$ 12,218	$ 8,679	$ 3,539	$ 10,573	**$ 2,079,427**
4	Saturday, October 01, 2011	$ 12,218	$ 8,664	$ 3,554	$ 14,126	**$ 2,075,874**
5	Tuesday, November 01, 2011	$ 12,218	$ 8,649	$ 3,568	$ 17,695	**$ 2,072,305**
6	Thursday, December 01, 2011	$ 12,218	$ 8,635	$ 3,583	$ 21,278	**$ 2,068,722**
7	Sunday, January 01, 2012	$ 12,218	$ 8,620	$ 3,598	$ 24,876	**$ 2,065,124**
8	Wednesday, February 01, 2012	$ 12,218	$ 8,605	$ 3,613	$ 28,490	**$ 2,061,510**
9	Thursday, March 01, 2012	$ 12,218	$ 8,590	$ 3,628	$ 32,118	**$ 2,057,882**
10	Sunday, April 01, 2012	$ 12,218	$ 8,575	$ 3,643	$ 35,761	**$ 2,054,239**
11	Tuesday, May 01, 2012	$ 12,218	$ 8,559	$ 3,659	$ 39,420	**$ 2,050,580**
12	Friday, June 01, 2012	$ 12,218	$ 8,544	$ 3,674	$ 43,094	**$ 2,046,906**
13	Sunday, July 01, 2012	$ 12,218	$ 8,529	$ 3,689	$ 46,783	**$ 2,043,217**
14	Wednesday, August 01, 2012	$ 12,218	$ 8,513	$ 3,705	$ 50,488	**$ 2,039,512**
15	Saturday, September 01, 2012	$ 12,218	$ 8,498	$ 3,720	$ 54,208	**$ 2,035,792**
16	Monday, October 01, 2012	$ 12,218	$ 8,482	$ 3,735	$ 57,943	**$ 2,032,057**
17	Thursday, November 01, 2012	$ 12,218	$ 8,467	$ 3,751	$ 61,694	**$ 2,028,306**
18	Saturday, December 01, 2012	$ 12,218	$ 8,451	$ 3,767	$ 65,461	**$ 2,024,539**
19	Tuesday, January 01, 2013	$ 12,218	$ 8,436	$ 3,782	$ 69,243	**$ 2,020,757**
20	Friday, February 01, 2013	$ 12,218	$ 8,420	$ 3,798	$ 73,041	**$ 2,016,959**
21	Friday, March 01, 2013	$ 12,218	$ 8,404	$ 3,814	$ 76,855	**$ 2,013,145**
22	Monday, April 01, 2013	$ 12,218	$ 8,388	$ 3,830	$ 80,685	**$ 2,009,315**
23	Wednesday, May 01, 2013	$ 12,218	$ 8,372	$ 3,846	$ 84,531	**$ 2,005,469**
24	Saturday, June 01, 2013	$ 12,218	$ 8,356	$ 3,862	$ 88,392	**$ 2,001,608**
25	Monday, July 01, 2013	$ 12,218	$ 8,340	$ 3,878	$ 92,270	**$ 1,997,730**
26	Thursday, August 01, 2013	$ 12,218	$ 8,324	$ 3,894	$ 96,164	**$ 1,993,836**
27	Sunday, September 01, 2013	$ 12,218	$ 8,308	$ 3,910	$ 100,075	**$ 1,989,925**
28	Tuesday, October 01, 2013	$ 12,218	$ 8,291	$ 3,927	$ 104,001	**$ 1,985,999**
29	Friday, November 01, 2013	$ 12,218	$ 8,275	$ 3,943	$ 107,944	**$ 1,982,056**
30	Sunday, December 01, 2013	$ 12,218	$ 8,259	$ 3,959	$ 111,904	**$ 1,978,096**
31	Wednesday, January 01, 2014	$ 12,218	$ 8,242	$ 3,976	$ 115,879	**$ 1,974,121**
32	Saturday, February 01, 2014	$ 12,218	$ 8,226	$ 3,992	$ 119,872	**$ 1,970,128**
33	Saturday, March 01, 2014	$ 12,218	$ 8,209	$ 4,009	$ 123,881	**$ 1,966,119**
34	Tuesday, April 01, 2014	$ 12,218	$ 8,192	$ 4,026	$ 127,907	**$ 1,962,093**
35	Thursday, May 01, 2014	$ 12,218	$ 8,175	$ 4,043	$ 131,949	**$ 1,958,051**
36	Sunday, June 01, 2014	$ 12,218	$ 8,159	$ 4,059	$ 136,009	**$ 1,953,991**
37	Tuesday, July 01, 2014	$ 12,218	$ 8,142	$ 4,076	$ 140,085	**$ 1,949,915**
38	Friday, August 01, 2014	$ 12,218	$ 8,125	$ 4,093	$ 144,178	**$ 1,945,822**
39	Monday, September 01, 2014	$ 12,218	$ 8,108	$ 4,110	$ 148,289	**$ 1,941,711**
40	Wednesday, October 01, 2014	$ 12,218	$ 8,090	$ 4,127	$ 152,416	**$ 1,937,584**
41	Saturday, November 01, 2014	$ 12,218	$ 8,073	$ 4,145	$ 156,561	**$ 1,933,439**
42	Monday, December 01, 2014	$ 12,218	$ 8,056	$ 4,162	$ 160,723	**$ 1,929,277**
43	Thursday, January 01, 2015	$ 12,218	$ 8,039	$ 4,179	$ 164,902	**$ 1,925,098**
44	Sunday, February 01, 2015	$ 12,218	$ 8,021	$ 4,197	$ 169,099	**$ 1,920,901**
45	Sunday, March 01, 2015	$ 12,218	$ 8,004	$ 4,214	$ 173,313	**$ 1,916,687**
46	Wednesday, April 01, 2015	$ 12,218	$ 7,986	$ 4,232	$ 177,545	**$ 1,912,455**
47	Friday, May 01, 2015	$ 12,218	$ 7,969	$ 4,249	$ 181,794	**$ 1,908,206**
48	Monday, June 01, 2015	$ 12,218	$ 7,951	$ 4,267	$ 186,061	**$ 1,903,939**
49	Wednesday, July 01, 2015	$ 12,218	$ 7,933	$ 4,285	$ 190,346	**$ 1,899,654**
50	Saturday, August 01, 2015	$ 12,218	$ 7,915	$ 4,303	$ 194,649	**$ 1,895,351**
51	Tuesday, September 01, 2015	$ 12,218	$ 7,897	$ 4,321	$ 198,969	**$ 1,891,031**
52	Thursday, October 01, 2015	$ 12,218	$ 7,879	$ 4,339	$ 203,308	**$ 1,886,692**
53	Sunday, November 01, 2015	$ 12,218	$ 7,861	$ 4,357	$ 207,665	**$ 1,882,335**
54	Tuesday, December 01, 2015	$ 12,218	$ 7,843	$ 4,375	$ 212,039	**$ 1,877,961**

24

Exhibit 2

Amortization Schedule (25 years @ 5% per annum)						
Pmt. #	Rent Due Date	Rent	Interest	Pmt to Basis	Cumulative Pmt to Basis	Reduced Basis Amount
55	Friday, January 01, 2016	$ 12,218	$ 7,825	$ 4,393	$ 216,432	$ 1,873,568
56	Monday, February 01, 2016	$ 12,218	$ 7,807	$ 4,411	$ 220,844	$ 1,869,156
57	Tuesday, March 01, 2016	$ 12,218	$ 7,788	$ 4,430	$ 225,274	$ 1,864,726
58	Friday, April 01, 2016	$ 12,218	$ 7,770	$ 4,448	$ 229,722	$ 1,860,278
59	Sunday, May 01, 2016	$ 12,218	$ 7,751	$ 4,467	$ 234,189	$ 1,855,811
60	Wednesday, June 01, 2016	$ 12,218	$ 7,733	$ 4,485	$ 238,674	$ 1,851,326
61	Friday, July 01, 2016	$ 12,218	$ 7,714	$ 4,504	$ 243,178	$ 1,846,822
62	Monday, August 01, 2016	$ 12,218	$ 7,695	$ 4,523	$ 247,701	$ 1,842,299
63	Thursday, September 01, 2016	$ 12,218	$ 7,676	$ 4,542	$ 252,243	$ 1,837,757
64	Saturday, October 01, 2016	$ 12,218	$ 7,657	$ 4,561	$ 256,803	$ 1,833,197
65	Tuesday, November 01, 2016	$ 12,218	$ 7,638	$ 4,580	$ 261,383	$ 1,828,617
66	Thursday, December 01, 2016	$ 12,218	$ 7,619	$ 4,599	$ 265,982	$ 1,824,018
67	Sunday, January 01, 2017	$ 12,218	$ 7,600	$ 4,618	$ 270,599	$ 1,819,401
68	Wednesday, February 01, 2017	$ 12,218	$ 7,581	$ 4,637	$ 275,237	$ 1,814,763
69	Wednesday, March 01, 2017	$ 12,218	$ 7,562	$ 4,656	$ 279,893	$ 1,810,107
70	Saturday, April 01, 2017	$ 12,218	$ 7,542	$ 4,676	$ 284,569	$ 1,805,431
71	Monday, May 01, 2017	$ 12,218	$ 7,523	$ 4,695	$ 289,264	$ 1,800,736
72	Thursday, June 01, 2017	$ 12,218	$ 7,503	$ 4,715	$ 293,979	$ 1,796,021
73	Saturday, July 01, 2017	$ 12,218	$ 7,483	$ 4,735	$ 298,713	$ 1,791,287
74	Tuesday, August 01, 2017	$ 12,218	$ 7,464	$ 4,754	$ 303,468	$ 1,786,532
75	Friday, September 01, 2017	$ 12,218	$ 7,444	$ 4,774	$ 308,242	$ 1,781,758
76	Sunday, October 01, 2017	$ 12,218	$ 7,424	$ 4,794	$ 313,036	$ 1,776,964
77	Wednesday, November 01, 2017	$ 12,218	$ 7,404	$ 4,814	$ 317,850	$ 1,772,150
78	Friday, December 01, 2017	$ 12,218	$ 7,384	$ 4,834	$ 322,684	$ 1,767,316
79	Monday, January 01, 2018	$ 12,218	$ 7,364	$ 4,854	$ 327,538	$ 1,762,462
80	Thursday, February 01, 2018	$ 12,218	$ 7,344	$ 4,874	$ 332,412	$ 1,757,588
81	Thursday, March 01, 2018	$ 12,218	$ 7,323	$ 4,895	$ 337,307	$ 1,752,693
82	Sunday, April 01, 2018	$ 12,218	$ 7,303	$ 4,915	$ 342,222	$ 1,747,778
83	Tuesday, May 01, 2018	$ 12,218	$ 7,282	$ 4,936	$ 347,157	$ 1,742,843
84	Friday, June 01, 2018	$ 12,218	$ 7,262	$ 4,956	$ 352,113	$ 1,737,887
85	Sunday, July 01, 2018	$ 12,218	$ 7,241	$ 4,977	$ 357,090	$ 1,732,910
86	Wednesday, August 01, 2018	$ 12,218	$ 7,220	$ 4,997	$ 362,088	$ 1,727,912
87	Saturday, September 01, 2018	$ 12,218	$ 7,200	$ 5,018	$ 367,106	$ 1,722,894
88	Monday, October 01, 2018	$ 12,218	$ 7,179	$ 5,039	$ 372,145	$ 1,717,855
89	Thursday, November 01, 2018	$ 12,218	$ 7,158	$ 5,060	$ 377,205	$ 1,712,795
90	Saturday, December 01, 2018	$ 12,218	$ 7,137	$ 5,081	$ 382,286	$ 1,707,714
91	Tuesday, January 01, 2019	$ 12,218	$ 7,115	$ 5,102	$ 387,389	$ 1,702,611
92	Friday, February 01, 2019	$ 12,218	$ 7,094	$ 5,124	$ 392,513	$ 1,697,487
93	Friday, March 01, 2019	$ 12,218	$ 7,073	$ 5,145	$ 397,658	$ 1,692,342
94	Monday, April 01, 2019	$ 12,218	$ 7,051	$ 5,167	$ 402,824	$ 1,687,176
95	Wednesday, May 01, 2019	$ 12,218	$ 7,030	$ 5,188	$ 408,012	$ 1,681,988
96	Saturday, June 01, 2019	$ 12,218	$ 7,008	$ 5,210	$ 413,222	$ 1,676,778
97	Monday, July 01, 2019	$ 12,218	$ 6,987	$ 5,231	$ 418,453	$ 1,671,547
98	Thursday, August 01, 2019	$ 12,218	$ 6,965	$ 5,253	$ 423,706	$ 1,666,294
99	Sunday, September 01, 2019	$ 12,218	$ 6,943	$ 5,275	$ 428,981	$ 1,661,019
100	Tuesday, October 01, 2019	$ 12,218	$ 6,921	$ 5,297	$ 434,279	$ 1,655,721
101	Friday, November 01, 2019	$ 12,218	$ 6,899	$ 5,319	$ 439,598	$ 1,650,402
102	Sunday, December 01, 2019	$ 12,218	$ 6,877	$ 5,341	$ 444,939	$ 1,645,061
103	Wednesday, January 01, 2020	$ 12,218	$ 6,854	$ 5,364	$ 450,302	$ 1,639,698
104	Saturday, February 01, 2020	$ 12,218	$ 6,832	$ 5,386	$ 455,688	$ 1,634,312
105	Sunday, March 01, 2020	$ 12,218	$ 6,810	$ 5,408	$ 461,097	$ 1,628,903
106	Wednesday, April 01, 2020	$ 12,218	$ 6,787	$ 5,431	$ 466,527	$ 1,623,473
107	Friday, May 01, 2020	$ 12,218	$ 6,764	$ 5,453	$ 471,981	$ 1,618,019
108	Monday, June 01, 2020	$ 12,218	$ 6,742	$ 5,476	$ 477,457	$ 1,612,543
109	Wednesday, July 01, 2020	$ 12,218	$ 6,719	$ 5,499	$ 482,956	$ 1,607,044

24

Exhibit 2

Amortization Schedule (25 years @ 5% per annum)						
Pmt. #	Rent Due Date	Rent	Interest	Pmt to Basis	Cumulative Pmt to Basis	Reduced Basis Amount
110	Saturday, August 01, 2020	$ 12,218	$ 6,696	$ 5,522	$ 488,478	$ 1,601,522
111	Tuesday, September 01, 2020	$ 12,218	$ 6,673	$ 5,545	$ 494,023	$ 1,595,977
112	Thursday, October 01, 2020	$ 12,218	$ 6,650	$ 5,568	$ 499,591	$ 1,590,409
113	Sunday, November 01, 2020	$ 12,218	$ 6,627	$ 5,591	$ 505,182	$ 1,584,818
114	Tuesday, December 01, 2020	$ 12,218	$ 6,603	$ 5,615	$ 510,797	$ 1,579,203
115	Friday, January 01, 2021	$ 12,218	$ 6,580	$ 5,638	$ 516,435	$ 1,573,565
116	Monday, February 01, 2021	$ 12,218	$ 6,557	$ 5,661	$ 522,096	$ 1,567,904
117	Monday, March 01, 2021	$ 12,218	$ 6,533	$ 5,685	$ 527,781	$ 1,562,219
118	Thursday, April 01, 2021	$ 12,218	$ 6,509	$ 5,709	$ 533,490	$ 1,556,510
119	Saturday, May 01, 2021	$ 12,218	$ 6,485	$ 5,732	$ 539,222	$ 1,550,778
120	Tuesday, June 01, 2021	$ 12,218	$ 6,462	$ 5,756	$ 544,978	$ 1,545,022
121	Thursday, July 01, 2021	$ 12,218	$ 6,438	$ 5,780	$ 550,759	$ 1,539,241
122	Sunday, August 01, 2021	$ 12,218	$ 6,414	$ 5,804	$ 556,563	$ 1,533,437
123	Wednesday, September 01, 2021	$ 12,218	$ 6,389	$ 5,829	$ 562,392	$ 1,527,608
124	Friday, October 01, 2021	$ 12,218	$ 6,365	$ 5,853	$ 568,245	$ 1,521,755
125	Monday, November 01, 2021	$ 12,218	$ 6,341	$ 5,877	$ 574,122	$ 1,515,878
126	Wednesday, December 01, 2021	$ 12,218	$ 6,316	$ 5,902	$ 580,024	$ 1,509,976
127	Saturday, January 01, 2022	$ 12,218	$ 6,292	$ 5,926	$ 585,950	$ 1,504,050
128	Tuesday, February 01, 2022	$ 12,218	$ 6,267	$ 5,951	$ 591,901	$ 1,498,099
129	Tuesday, March 01, 2022	$ 12,218	$ 6,242	$ 5,976	$ 597,877	$ 1,492,123
130	Friday, April 01, 2022	$ 12,218	$ 6,217	$ 6,001	$ 603,878	$ 1,486,122
131	Sunday, May 01, 2022	$ 12,218	$ 6,192	$ 6,026	$ 609,904	$ 1,480,096
132	Wednesday, June 01, 2022	$ 12,218	$ 6,167	$ 6,051	$ 615,954	$ 1,474,046
133	Friday, July 01, 2022	$ 12,218	$ 6,142	$ 6,076	$ 622,031	$ 1,467,969
134	Monday, August 01, 2022	$ 12,218	$ 6,117	$ 6,101	$ 628,132	$ 1,461,868
135	Thursday, September 01, 2022	$ 12,218	$ 6,091	$ 6,127	$ 634,259	$ 1,455,741
136	Saturday, October 01, 2022	$ 12,218	$ 6,066	$ 6,152	$ 640,411	$ 1,449,589
137	Tuesday, November 01, 2022	$ 12,218	$ 6,040	$ 6,178	$ 646,589	$ 1,443,411
138	Thursday, December 01, 2022	$ 12,218	$ 6,014	$ 6,204	$ 652,793	$ 1,437,207
139	Sunday, January 01, 2023	$ 12,218	$ 5,988	$ 6,230	$ 659,022	$ 1,430,978
140	Wednesday, February 01, 2023	$ 12,218	$ 5,962	$ 6,256	$ 665,278	$ 1,424,722
141	Wednesday, March 01, 2023	$ 12,218	$ 5,936	$ 6,282	$ 671,559	$ 1,418,441
142	Saturday, April 01, 2023	$ 12,218	$ 5,910	$ 6,308	$ 677,867	$ 1,412,133
143	Monday, May 01, 2023	$ 12,218	$ 5,884	$ 6,334	$ 684,201	$ 1,405,799
144	Thursday, June 01, 2023	$ 12,218	$ 5,857	$ 6,360	$ 690,562	$ 1,399,438
145	Saturday, July 01, 2023	$ 12,218	$ 5,831	$ 6,387	$ 696,949	$ 1,393,051
146	Tuesday, August 01, 2023	$ 12,218	$ 5,804	$ 6,414	$ 703,362	$ 1,386,638
147	Friday, September 01, 2023	$ 12,218	$ 5,778	$ 6,440	$ 709,802	$ 1,380,198
148	Sunday, October 01, 2023	$ 12,218	$ 5,751	$ 6,467	$ 716,270	$ 1,373,730
149	Wednesday, November 01, 2023	$ 12,218	$ 5,724	$ 6,494	$ 722,764	$ 1,367,236
150	Friday, December 01, 2023	$ 12,218	$ 5,697	$ 6,521	$ 729,285	$ 1,360,715
151	Monday, January 01, 2024	$ 12,218	$ 5,670	$ 6,548	$ 735,833	$ 1,354,167
152	Thursday, February 01, 2024	$ 12,218	$ 5,642	$ 6,576	$ 742,409	$ 1,347,591
153	Friday, March 01, 2024	$ 12,218	$ 5,615	$ 6,603	$ 749,012	$ 1,340,988
154	Monday, April 01, 2024	$ 12,218	$ 5,587	$ 6,630	$ 755,642	$ 1,334,358
155	Wednesday, May 01, 2024	$ 12,218	$ 5,560	$ 6,658	$ 762,300	$ 1,327,700
156	Saturday, June 01, 2024	$ 12,218	$ 5,532	$ 6,686	$ 768,986	$ 1,321,014
157	Monday, July 01, 2024	$ 12,218	$ 5,504	$ 6,714	$ 775,700	$ 1,314,300
158	Thursday, August 01, 2024	$ 12,218	$ 5,476	$ 6,742	$ 782,441	$ 1,307,559
159	Sunday, September 01, 2024	$ 12,218	$ 5,448	$ 6,770	$ 789,211	$ 1,300,789
160	Tuesday, October 01, 2024	$ 12,218	$ 5,420	$ 6,798	$ 796,009	$ 1,293,991
161	Friday, November 01, 2024	$ 12,218	$ 5,392	$ 6,826	$ 802,835	$ 1,287,165
162	Sunday, December 01, 2024	$ 12,218	$ 5,363	$ 6,855	$ 809,690	$ 1,280,310
163	Wednesday, January 01, 2025	$ 12,218	$ 5,335	$ 6,883	$ 816,573	$ 1,273,427
164	Saturday, February 01, 2025	$ 12,218	$ 5,306	$ 6,912	$ 823,485	$ 1,266,515

24

Exhibit 2

Amortization Schedule (25 years @ 5% per annum)						
Pmt. #	Rent Due Date	Rent	Interest	Pmt to Basis	Cumulative Pmt to Basis	Reduced Basis Amount
165	Saturday, March 01, 2025	$ 12,218	$ 5,277	$ 6,941	$ 830,426	$ 1,259,574
166	Tuesday, April 01, 2025	$ 12,218	$ 5,248	$ 6,970	$ 837,396	$ 1,252,604
167	Thursday, May 01, 2025	$ 12,218	$ 5,219	$ 6,999	$ 844,395	$ 1,245,605
168	Sunday, June 01, 2025	$ 12,218	$ 5,190	$ 7,028	$ 851,423	$ 1,238,577
169	Tuesday, July 01, 2025	$ 12,218	$ 5,161	$ 7,057	$ 858,480	$ 1,231,520
170	Friday, August 01, 2025	$ 12,218	$ 5,131	$ 7,087	$ 865,566	$ 1,224,434
171	Monday, September 01, 2025	$ 12,218	$ 5,102	$ 7,116	$ 872,683	$ 1,217,317
172	Wednesday, October 01, 2025	$ 12,218	$ 5,072	$ 7,146	$ 879,828	$ 1,210,172
173	Saturday, November 01, 2025	$ 12,218	$ 5,042	$ 7,176	$ 887,004	$ 1,202,996
174	Monday, December 01, 2025	$ 12,218	$ 5,012	$ 7,205	$ 894,209	$ 1,195,791
175	Thursday, January 01, 2026	$ 12,218	$ 4,982	$ 7,235	$ 901,445	$ 1,188,555
176	Sunday, February 01, 2026	$ 12,218	$ 4,952	$ 7,266	$ 908,710	$ 1,181,290
177	Sunday, March 01, 2026	$ 12,218	$ 4,922	$ 7,296	$ 916,006	$ 1,173,994
178	Wednesday, April 01, 2026	$ 12,218	$ 4,892	$ 7,326	$ 923,333	$ 1,166,667
179	Friday, May 01, 2026	$ 12,218	$ 4,861	$ 7,357	$ 930,689	$ 1,159,311
180	Monday, June 01, 2026	$ 12,218	$ 4,830	$ 7,387	$ 938,077	$ 1,151,923
181	Wednesday, July 01, 2026	$ 12,218	$ 4,800	$ 7,418	$ 945,495	$ 1,144,505
182	Saturday, August 01, 2026	$ 12,218	$ 4,769	$ 7,449	$ 952,944	$ 1,137,056
183	Tuesday, September 01, 2026	$ 12,218	$ 4,738	$ 7,480	$ 960,424	$ 1,129,576
184	Thursday, October 01, 2026	$ 12,218	$ 4,707	$ 7,511	$ 967,936	$ 1,122,064
185	Sunday, November 01, 2026	$ 12,218	$ 4,675	$ 7,543	$ 975,479	$ 1,114,521
186	Tuesday, December 01, 2026	$ 12,218	$ 4,644	$ 7,574	$ 983,053	$ 1,106,947
187	Friday, January 01, 2027	$ 12,218	$ 4,612	$ 7,606	$ 990,658	$ 1,099,342
188	Monday, February 01, 2027	$ 12,218	$ 4,581	$ 7,637	$ 998,296	$ 1,091,704
189	Monday, March 01, 2027	$ 12,218	$ 4,549	$ 7,669	$ 1,005,965	$ 1,084,035
190	Thursday, April 01, 2027	$ 12,218	$ 4,517	$ 7,701	$ 1,013,666	$ 1,076,334
191	Saturday, May 01, 2027	$ 12,218	$ 4,485	$ 7,733	$ 1,021,399	$ 1,068,601
192	Tuesday, June 01, 2027	$ 12,218	$ 4,453	$ 7,765	$ 1,029,165	$ 1,060,835
193	Thursday, July 01, 2027	$ 12,218	$ 4,420	$ 7,798	$ 1,036,962	$ 1,053,038
194	Sunday, August 01, 2027	$ 12,218	$ 4,388	$ 7,830	$ 1,044,793	$ 1,045,207
195	Wednesday, September 01, 2027	$ 12,218	$ 4,355	$ 7,863	$ 1,052,655	$ 1,037,345
196	Friday, October 01, 2027	$ 12,218	$ 4,322	$ 7,896	$ 1,060,551	$ 1,029,449
197	Monday, November 01, 2027	$ 12,218	$ 4,289	$ 7,929	$ 1,068,480	$ 1,021,520
198	Wednesday, December 01, 2027	$ 12,218	$ 4,256	$ 7,962	$ 1,076,441	$ 1,013,559
199	Saturday, January 01, 2028	$ 12,218	$ 4,223	$ 7,995	$ 1,084,436	$ 1,005,564
200	Tuesday, February 01, 2028	$ 12,218	$ 4,190	$ 8,028	$ 1,092,464	$ 997,536
201	Wednesday, March 01, 2028	$ 12,218	$ 4,156	$ 8,062	$ 1,100,526	$ 989,474
202	Saturday, April 01, 2028	$ 12,218	$ 4,123	$ 8,095	$ 1,108,621	$ 981,379
203	Monday, May 01, 2028	$ 12,218	$ 4,089	$ 8,129	$ 1,116,750	$ 973,250
204	Thursday, June 01, 2028	$ 12,218	$ 4,055	$ 8,163	$ 1,124,912	$ 965,088
205	Saturday, July 01, 2028	$ 12,218	$ 4,021	$ 8,197	$ 1,133,109	$ 956,891
206	Tuesday, August 01, 2028	$ 12,218	$ 3,987	$ 8,231	$ 1,141,340	$ 948,660
207	Friday, September 01, 2028	$ 12,218	$ 3,953	$ 8,265	$ 1,149,605	$ 940,395
208	Sunday, October 01, 2028	$ 12,218	$ 3,918	$ 8,300	$ 1,157,905	$ 932,095
209	Wednesday, November 01, 2028	$ 12,218	$ 3,884	$ 8,334	$ 1,166,239	$ 923,761
210	Friday, December 01, 2028	$ 12,218	$ 3,849	$ 8,369	$ 1,174,608	$ 915,392
211	Monday, January 01, 2029	$ 12,218	$ 3,814	$ 8,404	$ 1,183,012	$ 906,988
212	Thursday, February 01, 2029	$ 12,218	$ 3,779	$ 8,439	$ 1,191,451	$ 898,549
213	Thursday, March 01, 2029	$ 12,218	$ 3,744	$ 8,474	$ 1,199,925	$ 890,075
214	Sunday, April 01, 2029	$ 12,218	$ 3,709	$ 8,509	$ 1,208,434	$ 881,566
215	Tuesday, May 01, 2029	$ 12,218	$ 3,673	$ 8,545	$ 1,216,979	$ 873,021
216	Friday, June 01, 2029	$ 12,218	$ 3,638	$ 8,580	$ 1,225,559	$ 864,441
217	Sunday, July 01, 2029	$ 12,218	$ 3,602	$ 8,616	$ 1,234,175	$ 855,825
218	Wednesday, August 01, 2029	$ 12,218	$ 3,566	$ 8,652	$ 1,242,827	$ 847,173
219	Saturday, September 01, 2029	$ 12,218	$ 3,530	$ 8,688	$ 1,251,515	$ 838,485

24

Exhibit 2

Amortization Schedule (25 years @ 5% per annum)						
Pmt. #	Rent Due Date	Rent	Interest	Pmt to Basis	Cumulative Pmt to Basis	Reduced Basis Amount
220	Monday, October 01, 2029	$ 12,218	$ 3,494	$ 8,724	$ 1,260,239	$ 829,761
221	Thursday, November 01, 2029	$ 12,218	$ 3,457	$ 8,761	$ 1,269,000	$ 821,000
222	Saturday, December 01, 2029	$ 12,218	$ 3,421	$ 8,797	$ 1,277,797	$ 812,203
223	Tuesday, January 01, 2030	$ 12,218	$ 3,384	$ 8,834	$ 1,286,631	$ 803,369
224	Friday, February 01, 2030	$ 12,218	$ 3,347	$ 8,871	$ 1,295,501	$ 794,499
225	Friday, March 01, 2030	$ 12,218	$ 3,310	$ 8,908	$ 1,304,409	$ 785,591
226	Monday, April 01, 2030	$ 12,218	$ 3,273	$ 8,945	$ 1,313,353	$ 776,647
227	Wednesday, May 01, 2030	$ 12,218	$ 3,236	$ 8,982	$ 1,322,335	$ 767,665
228	Saturday, June 01, 2030	$ 12,218	$ 3,199	$ 9,019	$ 1,331,355	$ 758,645
229	Monday, July 01, 2030	$ 12,218	$ 3,161	$ 9,057	$ 1,340,412	$ 749,588
230	Thursday, August 01, 2030	$ 12,218	$ 3,123	$ 9,095	$ 1,349,506	$ 740,494
231	Sunday, September 01, 2030	$ 12,218	$ 3,085	$ 9,133	$ 1,358,639	$ 731,361
232	Tuesday, October 01, 2030	$ 12,218	$ 3,047	$ 9,171	$ 1,367,809	$ 722,191
233	Friday, November 01, 2030	$ 12,218	$ 3,009	$ 9,209	$ 1,377,018	$ 712,982
234	Sunday, December 01, 2030	$ 12,218	$ 2,971	$ 9,247	$ 1,386,265	$ 703,735
235	Wednesday, January 01, 2031	$ 12,218	$ 2,932	$ 9,286	$ 1,395,551	$ 694,449
236	Saturday, February 01, 2031	$ 12,218	$ 2,894	$ 9,324	$ 1,404,875	$ 685,125
237	Saturday, March 01, 2031	$ 12,218	$ 2,855	$ 9,363	$ 1,414,239	$ 675,761
238	Tuesday, April 01, 2031	$ 12,218	$ 2,816	$ 9,402	$ 1,423,641	$ 666,359
239	Thursday, May 01, 2031	$ 12,218	$ 2,776	$ 9,441	$ 1,433,082	$ 656,918
240	Sunday, June 01, 2031	$ 12,218	$ 2,737	$ 9,481	$ 1,442,563	$ 647,437
241	Tuesday, July 01, 2031	$ 12,218	$ 2,698	$ 9,520	$ 1,452,083	$ 637,917
242	Friday, August 01, 2031	$ 12,218	$ 2,658	$ 9,560	$ 1,461,643	$ 628,357
243	Monday, September 01, 2031	$ 12,218	$ 2,618	$ 9,600	$ 1,471,243	$ 618,757
244	Wednesday, October 01, 2031	$ 12,218	$ 2,578	$ 9,640	$ 1,480,883	$ 609,117
245	Saturday, November 01, 2031	$ 12,218	$ 2,538	$ 9,680	$ 1,490,563	$ 599,437
246	Monday, December 01, 2031	$ 12,218	$ 2,498	$ 9,720	$ 1,500,283	$ 589,717
247	Thursday, January 01, 2032	$ 12,218	$ 2,457	$ 9,761	$ 1,510,044	$ 579,956
248	Sunday, February 01, 2032	$ 12,218	$ 2,416	$ 9,801	$ 1,519,845	$ 570,155
249	Monday, March 01, 2032	$ 12,218	$ 2,376	$ 9,842	$ 1,529,688	$ 560,312
250	Thursday, April 01, 2032	$ 12,218	$ 2,335	$ 9,883	$ 1,539,571	$ 550,429
251	Saturday, May 01, 2032	$ 12,218	$ 2,293	$ 9,924	$ 1,549,495	$ 540,505
252	Tuesday, June 01, 2032	$ 12,218	$ 2,252	$ 9,966	$ 1,559,461	$ 530,539
253	Thursday, July 01, 2032	$ 12,218	$ 2,211	$ 10,007	$ 1,569,469	$ 520,531
254	Sunday, August 01, 2032	$ 12,218	$ 2,169	$ 10,049	$ 1,579,518	$ 510,482
255	Wednesday, September 01, 2032	$ 12,218	$ 2,127	$ 10,091	$ 1,589,609	$ 500,391
256	Friday, October 01, 2032	$ 12,218	$ 2,085	$ 10,133	$ 1,599,742	$ 490,258
257	Monday, November 01, 2032	$ 12,218	$ 2,043	$ 10,175	$ 1,609,917	$ 480,083
258	Wednesday, December 01, 2032	$ 12,218	$ 2,000	$ 10,218	$ 1,620,134	$ 469,866
259	Saturday, January 01, 2033	$ 12,218	$ 1,958	$ 10,260	$ 1,630,395	$ 459,605
260	Tuesday, February 01, 2033	$ 12,218	$ 1,915	$ 10,303	$ 1,640,697	$ 449,303
261	Tuesday, March 01, 2033	$ 12,218	$ 1,872	$ 10,346	$ 1,651,043	$ 438,957
262	Friday, April 01, 2033	$ 12,218	$ 1,829	$ 10,389	$ 1,661,432	$ 428,568
263	Sunday, May 01, 2033	$ 12,218	$ 1,786	$ 10,432	$ 1,671,864	$ 418,136
264	Wednesday, June 01, 2033	$ 12,218	$ 1,742	$ 10,476	$ 1,682,340	$ 407,660
265	Friday, July 01, 2033	$ 12,218	$ 1,699	$ 10,519	$ 1,692,859	$ 397,141
266	Monday, August 01, 2033	$ 12,218	$ 1,655	$ 10,563	$ 1,703,423	$ 386,577
267	Thursday, September 01, 2033	$ 12,218	$ 1,611	$ 10,607	$ 1,714,030	$ 375,970
268	Saturday, October 01, 2033	$ 12,218	$ 1,567	$ 10,651	$ 1,724,681	$ 365,319
269	Tuesday, November 01, 2033	$ 12,218	$ 1,522	$ 10,696	$ 1,735,377	$ 354,623
270	Thursday, December 01, 2033	$ 12,218	$ 1,478	$ 10,740	$ 1,746,117	$ 343,883
271	Sunday, January 01, 2034	$ 12,218	$ 1,433	$ 10,785	$ 1,756,902	$ 333,098
272	Wednesday, February 01, 2034	$ 12,218	$ 1,388	$ 10,830	$ 1,767,732	$ 322,268
273	Wednesday, March 01, 2034	$ 12,218	$ 1,343	$ 10,875	$ 1,778,608	$ 311,392
274	Saturday, April 01, 2034	$ 12,218	$ 1,297	$ 10,920	$ 1,789,528	$ 300,472

24

Exhibit 2

Amortization Schedule (25 years @ 5% per annum)						
Pmt. #	Rent Due Date	Rent	Interest	Pmt to Basis	Cumulative Pmt to Basis	Reduced Basis Amount
275	Monday, May 01, 2034	$ 12,218	$ 1,252	$ 10,966	$ 1,800,494	$ 289,506
276	Thursday, June 01, 2034	$ 12,218	$ 1,206	$ 11,012	$ 1,811,506	$ 278,494
277	Saturday, July 01, 2034	$ 12,218	$ 1,160	$ 11,058	$ 1,822,563	$ 267,437
278	Tuesday, August 01, 2034	$ 12,218	$ 1,114	$ 11,104	$ 1,833,667	$ 256,333
279	Friday, September 01, 2034	$ 12,218	$ 1,068	$ 11,150	$ 1,844,817	$ 245,183
280	Sunday, October 01, 2034	$ 12,218	$ 1,022	$ 11,196	$ 1,856,013	$ 233,987
281	Wednesday, November 01, 2034	$ 12,218	$ 975	$ 11,243	$ 1,867,256	$ 222,744
282	Friday, December 01, 2034	$ 12,218	$ 928	$ 11,290	$ 1,878,546	$ 211,454
283	Monday, January 01, 2035	$ 12,218	$ 881	$ 11,337	$ 1,889,883	$ 200,117
284	Thursday, February 01, 2035	$ 12,218	$ 834	$ 11,384	$ 1,901,267	$ 188,733
285	Thursday, March 01, 2035	$ 12,218	$ 786	$ 11,432	$ 1,912,698	$ 177,302
286	Sunday, April 01, 2035	$ 12,218	$ 739	$ 11,479	$ 1,924,178	$ 165,822
287	Tuesday, May 01, 2035	$ 12,218	$ 691	$ 11,527	$ 1,935,705	$ 154,295
288	Friday, June 01, 2035	$ 12,218	$ 643	$ 11,575	$ 1,947,280	$ 142,720
289	Sunday, July 01, 2035	$ 12,218	$ 595	$ 11,623	$ 1,958,903	$ 131,097
290	Wednesday, August 01, 2035	$ 12,218	$ 546	$ 11,672	$ 1,970,575	$ 119,425
291	Saturday, September 01, 2035	$ 12,218	$ 498	$ 11,720	$ 1,982,295	$ 107,705
292	Monday, October 01, 2035	$ 12,218	$ 449	$ 11,769	$ 1,994,064	$ 95,936
293	Thursday, November 01, 2035	$ 12,218	$ 400	$ 11,818	$ 2,005,882	$ 84,118
294	Saturday, December 01, 2035	$ 12,218	$ 350	$ 11,867	$ 2,017,750	$ 72,250
295	Tuesday, January 01, 2036	$ 12,218	$ 301	$ 11,917	$ 2,029,667	$ 60,333
296	Friday, February 01, 2036	$ 12,218	$ 251	$ 11,967	$ 2,041,633	$ 48,367
297	Saturday, March 01, 2036	$ 12,218	$ 202	$ 12,016	$ 2,053,650	$ 36,350
298	Tuesday, April 01, 2036	$ 12,218	$ 151	$ 12,066	$ 2,065,716	$ 24,284
299	Thursday, May 01, 2036	$ 12,218	$ 101	$ 12,117	$ 2,077,833	$ 12,167
300	Sunday, June 01, 2036	$ 12,218	$ 51	$ 12,167	$ 2,090,000	$ 0
	Total Rent Payments	$ 3,665,400				

Term End	Monday, June 30, 2036