

**MUSEUM AND EDUCATION FACILITY  
LEASE AGREEMENT  
(Fred George Basin Greenway and Park)**

THIS LEASE AGREEMENT (“Lease” or “Agreement”) is made as of the “Effective Date” (as defined in Section 1.1 below), by and between **LEON COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, (the “County” or “Landlord”) and **WILDWOOD PRESERVATION SOCIETY, INC.**, a Florida nonprofit corporation (“Tenant” or “WPS”), whose mailing address is 3043 Capital Circle NW, Tallahassee, FL 32303 (hereinafter the County, as Landlord, and WPS, Tenant, may be referred to as “Party” individually or “Parties” collectively).

WITNESSETH:

WHEREAS, in December 2009, the County completed the assemblage of four contiguous parcels with a combined acreage of approximately 160 acres for the future development, together with two previously acquired parcels, of the Fred George Basin Greenway and Park, as depicted in site map attached hereto and incorporate herein as Exhibit “A” (the “Park Property”); and

WHEREAS, the County has acquired the Park Property with partial funding from the Florida Communities Trust (“FCT”), and the Park Property is subject to certain limitations provided in the FCT Grant Award Agreement (as restated in the Declaration of Restrictive Covenants, the Amendment I to the Declaration of Restrictive Covenants, and the Amendment II to the Declaration of Restrictive Covenants recorded respectively in O.R. Book 4031, Page 2073, O.R. Book 4060., Page 789, and O.R. Book 4096, Page 478, all in the Official Records of Leon County, Florida)(collectively, the “Grant Agreement”), the terms of which are collectively incorporated herein by reference; and

WHEREAS, as part and condition of the FCT funding, the County provided, and FCT approved, a management plan for the project site, a copy of which is attached hereto and incorporated herein as Exhibit “B” (the “Management Plan”); and

WHEREAS, FCT shall be notified of all leases, easements or other similar documents that affect Park Property funded by FCT; and

WHEREAS, the Grant Agreement’s restrictions on the FCT funded Park Property are superior to any other restrictions placed upon the Park Property; and

WHEREAS, the County intends that the conservation and recreation values of the Park Property be preserved and enhanced in accordance with the Management Plan, as it may be amended from time to time only after review and approval by FCT; and

WHEREAS, WPS is a land and wildlife conservation group that was formed for the purpose of working with developers, property owners, conservation groups, and public officials to place the last remaining core of the Fred George Basin into conservation; and

WHEREAS, the County’s Board of County Commissioners (the “Board”) has determined that it is in the County’s best interest for the Park Property to be a resource-oriented passive recreation and cultural greenway to include a staffed nature and cultural museum and educational facility comprising classroom and exhibit space, and a hands-on classroom for archaeological, ecological, hydrological, and zoological studies; and

WHEREAS, WPS has agreed to provide such museum and educational services at no cost to the County in exchange for the County providing the museum and educational facility at no cost to WPS; and

WHEREAS, in order to support the establishment of the Park Property as a resource-oriented passive recreation and cultural greenway and park, the Board has determined that it is in the County’s best interest to designate a vacant County facility for use by WPS as a museum and educational facility and to enter into an agreement to lease to WPS, rent free, the designated County facility at the Park Property in exchange for WPS providing Museum and Educational Services (as that term is defined in Section 2.1.3 below); and

WHEREAS, WPS is a Florida nonprofit corporation that was formed in part for the purposes of being able to provide such Museum and Educational Services; and

WHEREAS, WPS, as Tenant, and the County, as Landlord, are desirous of setting forth their understandings in this written Lease Agreement regarding the use such designated County facility for providing the Museum and Educational Services; and

WHEREAS, all activities by the County and WPS shall be consistent with the Agreement and Management Plan;

NOW THEREFORE, in consideration of the promises and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the Parties agree as follows:

**Article 1.**  
**Effective Date; Premises; Term**

1.1. RECITALS. The recitals set forth above are true and correct and are incorporated into the terms of this Agreement.

1.2. EFFECTIVE DATE. The effective date of this Lease shall be the date upon which the last of the Parties executes the Lease (the "Effective Date").

1.3. DEFINITIONS. For all purposes of this Lease, the following terms shall have the meanings ascribed to them herein.

1.3.1. "Park Property" means the 160-acre assemblage of four contiguous parcels, and the improvements contained thereon, located on northeast corner of Fred George Road and Capital Circle NW, identified by the Leon County Property Appraiser as Parcel ID's 2108206020000 and 2105150000 A0080, A0130, and A0140, and depicted in Exhibit "A" attached hereto and incorporated herein by this reference.

1.3.2. "Premises" means the converted residential structure together with the adjacent outdoor area located in the southwesterly portion of the Park Property adjacent to Capital Circle NW to be occupied exclusively by Tenant and depicted on Composite Exhibit "C" as the Museum and Education Facility.

1.3.3. "Common Areas" means the areas on the Park Property designated by Landlord, from time to time, for use in common by the members of the public, along with the tenants and visitors of the Park Property, such areas including, but not limited to, the recreational areas, parking areas, trails and trail head area, streets, driveways, aisles, sidewalks, curbs, delivery passages, and loading areas.

1.3.4. "Net Rentable Area" means the enclosed area within the Premises measured from the inside surface of the outer glass, finished column or exterior wall enclosing the Premises to the inside surface of the opposite outer glass, finished column or exterior wall.

1.4. PREMISES; HOURS OF ACCESS. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises, which Landlord and Tenant acknowledge and agree that for all purposes with respect to this Lease (and notwithstanding any provisions of this Lease to the contrary), shall be deemed to be comprised of approximately Three Thousand Four Hundred Twenty-Five (3,425) square feet of interior Net Rentable Area together with an attached carport area of approximately Four Hundred (400) square feet. Except in the event of an emergency, Tenant shall have access to the Premises from 7:00 a.m. to 10:00 p.m., seven (7) days a week. Landlord and Tenant acknowledge and agree that, to the extent of any conflict with Section 13-66(c) of the Leon County Code of Laws providing for the normal hours of operation for all County parks, Landlord, through its County parks and grounds supervisor for the Park Property, hereby expressly establishes this provision as an exception to such normal hours of operation to allow Tenant access to the Premises as provided in this Section 1.4. In the event Tenant wishes to conduct a class outside of the hours authorized herein, Tenant shall first submit to Landlord's Director of Parks & Recreation for review a Special Event Reservation Request which, upon review, may or may not be granted at the Director's discretion.

1.5. **PROPERTY MANAGER.** As of the Effective Date of this Lease, the management services for the Park Property are provided by the Leon County Parks and Recreation Division, 2280 Miccosukee Road, Tallahassee, FL 32308 (the "Property Manager"). Landlord, at its discretion, may retain the management services of other companies during the term of this Lease, or may provide management services through its own employees.

1.6. **COMMON AREAS.** Tenant, its employees, and the occupants and visitors of the Premises, shall have the nonexclusive right during the Term of this Lease to use the Common Areas subject to, and in accordance with, the terms and conditions set forth in Section 4.10.2 below.

1.7. **LEASE TERM.** The term of this Lease (the "Term") shall be for five (5) years. The Term shall commence on \_\_\_\_\_, 201\_\_ (the "Commencement Date"). Tenant shall have no right to possession of the Premises until Tenant has provided Landlord with a certificate of insurance evidencing the insurance coverages that Tenant is obligated to maintain pursuant to this Lease.

1.8. **TENANT'S EARLY TERMINATION OPTION.** Tenant shall have the option, with no penalty or fee, to reduce the length of the Term to no less than ninety (90) days ("Early Termination Option") subject to the following conditions:

1.8.1. Tenant shall deliver to Landlord, no later than sixty (60) days prior to the proposed date of early termination ("Early Termination Date"), written notification of its intention to exercise its Early Termination Option and the date on which Tenant proposes as the Early Termination Date; and

1.8.2. as of the date Tenant exercises its Early Termination Option, no event of default (beyond the expiration of any applicable notice and cure period) shall exist under the Lease and no event to which Tenant has notice shall be occurring which, with the passage of time or the giving of notice (or both), would be deemed an event of default (beyond the expiration of any applicable notice and cure period);

1.9. **LANDLORD'S EARLY TERMINATION OPTION.** Except as otherwise provided in Article 9 below in instances of a default by Tenant, Landlord shall have the option to terminate this Lease without cause and at its sole discretion; provided, however, that the effective date of such termination shall be no sooner than ninety (90) days after Tenant's receipt of Landlord's written notification of such termination. If Tenant fails to vacate the Premises after such termination by Landlord, such failure shall be deemed an event of default and Landlord shall have the remedies as provided in 9.2.2 below.

1.10. **ACCEPTANCE OF PREMISES; DATE OF POSSESSION.** Upon taking possession of the Premises, Tenant shall have an opportunity to inspect the mechanical, plumbing and electrical systems serving the Premises to ensure that said systems are in good working order prior to the Commencement Date of this Lease. Except as provided herein, or unless otherwise agreed upon in writing by the Parties, Tenant's continuation of its possession of the Premises after the Commencement Date of this Lease shall be conclusive evidence of Tenant's acceptance of the Premises in such as-is condition as of the Commencement Date, and acknowledgement that the Premises are in the condition called for hereunder and are suitable for the purposes for which the same are leased. Tenant further acknowledges that Landlord has made no warranties or representations as to either the condition or the suitability of the Premises in terms of the Required Use as specified in Section 4.1 below.

1.11. **CONTINUATION OF TERM.** The initial Term of this Lease may be continued with Landlord's written consent, which consent shall not be unreasonably withheld, for two (2) additional periods of five (5) years (hereinafter the "Continuation Period"), subject to the following conditions:

1.11.1. Tenant shall deliver to Landlord, no later than one hundred twenty (120) days prior to the expiration of the initial Term written notification of its desire to continue the initial Term (the "Continuation Notice"); provided, however, in the event Tenant fails to deliver a Continuation Notice to Landlord within the above timeframe, Landlord shall notify Tenant in writing. Tenant shall have ten (10) days after receipt of said notice from Landlord to deliver a Continuation Notice to Landlord, and in the event Tenant does not deliver a Continuation Notice to Landlord within said ten (10) day period, Tenant shall be deemed to have waived its right to continue this Lease as stated herein;

1.11.2. as of the date Tenant exercises the right to continue into the Continuation Period, no event of default (beyond the expiration of any applicable notice and cure period) exists under the Lease and no event to which Tenant has notice is occurring which with the passage of time or the giving of notice (or both) would be deemed an event of default (beyond the expiration of any applicable notice and cure period);

1.11.3. the covenants and conditions of this Lease in force during the initial Term, as the same may be modified from time to time, shall continue to be in effect during the Continuation Period; and

## **Article 2.**

### **Base Rent; Sales and Use Tax; Additional Rent.**

2.1. DEFINITIONS. For all purposes of this Lease, the following terms shall have the meanings ascribed to them herein.

2.1.1. "Annual Rental Period" means a 12-month period proposed for occupancy of the Premises commencing on the Commencement Date and continuing thereafter on each anniversary of the Commencement Date.

2.1.2. "Base Rent Amount" means the rent amount payable per Annual Rental Period for the use of the Premises, exclusive of Operating Expenses (as defined in Section 3.2 below), Sales and Use Tax (as defined in Section 2.3 below), and Additional Rent (as defined in Section 2.4 below).

2.1.3. "Museum and Educational Services" means the management and operation of a museum and educational facility on the Premises in accordance with the Management Plan to include, but not be limited to, (i) a hands-on classroom for monthly classes to be taught by trained professionals from the areas of archaeology, wildlife biology, hydrology, and geology, and (ii) exhibits depicting various characteristics found within the Fred George Basin including, but not limited to, surface to groundwater connections, fossils from karst areas, and materials from archaeological sites, along with photos and information on the numerous listed species present in the Fred George Basin.

2.1.4. "Business Day," as it applies to a notice requirement or other such deadline in this Lease, means any day occurring Monday through Friday, except when such day is deemed to be a Holiday (as hereinafter defined). Notwithstanding anything herein to the contrary, Tenant shall not be prohibited from opening the Premises to the general public at any time during Tenant's hours of operation.

2.1.5. "Holiday," as it applies to a notice requirement or other such deadline in this Lease, means any of the following days on which the County's Board of County Commissioners close for business in observance of a holiday: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday After Thanksgiving Day, and Christmas Day; provided, however, that when any of these observed holidays fall on a Saturday, the preceding Friday shall be the day observed as a holiday, and when any of these observed holidays falls on a Sunday, the following Monday shall be the day observed as a holiday. In addition, when New Year's Day and Christmas Day fall on a Thursday, the Friday following those days shall also be observed as a holiday, and when New Year's Day and Christmas Day fall on a Tuesday, the Monday preceding those days shall also be observed as a holiday. Notwithstanding anything herein to the contrary, Tenant shall not be prohibited from opening the Premises to the general public at any time during Tenant's business hours.

2.2. BASE RENT. In consideration of Tenant's covenant to provide Museum and Educational Services in accordance with Section 4.1 below, Tenant shall be entitled to the use of the Premises rent free and, as such, the Base Rent Amount shall be Zero and 00/100 Dollars (\$0.00).

2.3. SALES AND USE TAX. Tenant agrees to pay any and all rental, sales, or use taxes levied by any governmental body for the use or occupancy of the Premises (hereinafter "Sales and Use Tax").

2.4. ADDITIONAL RENT. All charges, other than Base Rent and Sales and Use Tax, payable by Tenant under the terms of this Lease shall hereinafter be referred to as "Additional Rent." Unless this Lease provides otherwise, any Additional Rent shall be paid together with any Sales and Use Tax.

2.5. **PAYMENT OF RENT.** The terms Base Rent Amount, Sales and Use Tax, and Additional Rent, shall collectively be referred to hereinafter as “Rent.” Any payment of Rent shall be made payable to Landlord and be delivered on the first (1st) day of each Annual Rental Period of the Term, without demand, set off or deduction, on Landlord’s behalf to Leon County Board of County Commissioners, P.O. Box 864441, Orlando, FL 32886-4441, or such other address as Landlord directs in writing.

2.6. **LATE CHARGES.** If, within ten (10) days after its due date, any Rent payment or other payment due under this Lease is not delivered to Landlord as provided in Section 2.5 above, Tenant shall pay, in addition to such payment, a late charge equal to the greater of (i) five percent (5.0%) of the payment which is past due or (ii) Two Hundred Fifty and 00/100 Dollars (\$250.00). If any payment due from Tenant shall remain overdue for more than ten (10) days, interest shall accrue daily on the past due amount from the date such amount was due until paid or judgment is entered at a rate equivalent to the lesser of twelve percent (12%) per annum and the highest rate permitted by law. Interest on the past due amount shall be in addition to and not in lieu of the five percent (5.0%) late charge or any other remedy available to Landlord (“Default Rate”).

**Article 3.**  
**Operating Expenses; Full Service Lease.**

3.1. **FULL SERVICE LEASE.** This is a “Full Service Lease” which means that Rent includes, in addition to Tenant’s right to the possession and use of the Premises, Landlord’s payment of all Operating Expenses; provided, however, that such Operating Expenses do not include janitorial services, Telecommunication Services (as that term is defined in Section 10.1.1 below), security monitoring services, or furnishings for the Premises. Operating Expenses shall be payable by Landlord only to the extent provided in Section 3.2 below. As such, Tenant shall only be required to provide and pay for, in addition to any Rent that may be due, any amounts due for janitorial services, Telecommunication services, security monitoring services, and furnishings pursuant to Section 8.3 below.

3.2. **OPERATING EXPENSES.** Any expenses incurred whether by Landlord or by others on behalf of Landlord, arising out of Landlord’s maintenance, operation, repair, replacement, and administration of the Premises and Common Areas, shall be considered “Operating Expenses” payable by Landlord including, but not limited to, the following:

3.2.1. all levies, charges, local improvement rates, and assessments whatsoever assessed or charged against the Premises and Common Areas, the equipment and improvements owned by Landlord therein contained;

3.2.2. insurance that Landlord is obligated or permitted to obtain under this Lease and any deductible amount applicable to any claim made by Landlord under such insurance;

3.2.3. pest control for Common Areas and Premises, and landscaping;

3.2.4. a reasonable management fee;

3.2.5. the following utilities and services for the Premises and Common Areas: electricity, water, sewer, gas, and trash and debris collection;

3.2.6. wages and benefits payable to employees of Landlord and Landlord’s property manager whose duties are directly connected with the operation and maintenance of the Premises or Common Areas; and

3.2.7. dues and assessments under any applicable deed restrictions or declarations of covenants and restrictions.

3.3. **JANITORIAL, TELECOMMUNICATION SERVICES, SECURITY MONITORING SERVICES, AND FURNISHINGS DEEMED NOT TO BE OPERATING EXPENSES.** Operating Expenses shall not include charges for janitorial services, Telecommunication Services, security monitoring services, or furnishings required, used, or consumed on the Premises, which charges shall be paid by Tenant in accordance with Section 8.3 below.

**Article 4.**  
**Use of Property; Required Use; Rules**

4.1. **REQUIRED USE.** Tenant shall be required throughout the Term to use the Premises for activities and events in furtherance of the management and operation of a museum and educational facility (the “Required Use”), and that such Required Use shall be the sole use permitted on the Premises unless Landlord gives written consent in advance of any other use of the Premises, which consent may be withheld in Landlord’s sole discretion. Furthermore, Landlord and Tenant acknowledge and agree that this Lease allows Tenant to have the exclusive use of the Premises for such Required Use rent free in consideration of Tenant’s covenant to provide Museum and Educational Services in accordance with the terms of this Lease.

4.2. **APPOINTMENT OF AGENT.** The County hereby appoints and designates WPS as its agent in the management of the Premises. WPS accepts this appointment and agrees to perform in accordance herewith and with direction of the County.

4.3. **AGENT’S MANAGEMENT RESPONSIBILITIES.**

4.3.1. WPS shall be the exclusive agent of the County solely in relation to the management, development, and operation of the Premises. The relationship between the County and WPS shall not extend beyond this limited area and in no way authorizes WPS to convey, transfer, or lease any interest that the County may have on the Premises or the surrounding Park Property, or any personal property thereon, or enter into any contract on behalf of the County, except as set forth herein.

4.3.2. As the County’s exclusive agent in relation to the management, development, and operation of the Premises, WPS agrees that it shall be responsible for employing and coordinating staff and volunteers necessary for operation of the Premises for the provision of Museum and Educational Services, as that term is defined in Section 2.1.3 above.

4.4. **COMPLIANCE WITH LAWS.**

4.4.1. **APPLICABLE LAWS.** For purposes of this Lease, the term “Applicable Laws” shall mean any federal, state or local laws, ordinances, building codes, and rules and regulations of governmental entities having jurisdiction over the Park Property including, but not limited to, the following:

4.4.1.1. Chapter 13, Leon County Code of Laws, concerning Parks and Recreation, subject to the exception to Section 13-66(c) as provided in Section 1.4 above;

4.4.1.2. Policy No. 06-01, Board of County Commissioners Policy Manual, concerning Use and Scheduling of Parks and Recreational Facilities;

4.4.1.3. any Applicable Laws promulgated by the Board of Fire Underwriters; and

4.4.1.4. the Americans with Disabilities Act (the “ADA”) and all Applicable Laws promulgated pursuant to the ADA.

4.4.2. **LANDLORD’S COMPLIANCE.** During the Term, Landlord shall be responsible for making any modifications to the Park Property, the Premises, and the Common Areas required pursuant to any Applicable Laws. Any such modifications made by Landlord pursuant to the provisions of this paragraph shall be at Landlord’s expense.

4.4.3. **TENANT’S COMPLIANCE.** Subject to Landlord’s obligations set forth in Section 4.2.2 above, Tenant shall comply with all Applicable Laws, and shall promptly comply with all governmental orders and directives for the correction, prevention, and abatement of any violation of Applicable Laws in, upon, or connected with the Premises, all at Tenant’s sole expense. Tenant shall procure at its own expense all permits and licenses required for the transaction of its business on the Premises. In addition, Tenant warrants that its use of the Premises and Common Areas shall be in compliance with all Applicable Laws. Tenant shall not create a nuisance or use the Premises or Common Areas for any illegal or immoral purpose.

4.5. SIGNS. Tenant shall not place any signs on the Premises or the Park Property except with the prior written consent of Landlord, including consent as to location and design. The design, installation, and removal of any signs to be placed on or about the Premises or the Park Property shall be subject to the satisfaction of the following requirements:

4.5.1. The signs shall be in compliance with all Applicable Laws.

4.5.2. The Leon County seal (the "County Seal") may be required by Landlord to be prominently displayed on the interior and the exterior of the Premises. Notwithstanding its trademark protection, the appearance of the County Seal may be modified, upon the written approval of the Leon County Administrator, to accommodate Tenant's aesthetic design and branding of the Premises.

4.5.3. The signs shall be installed and shall be maintained by Tenant, at its sole cost and expense. Tenant shall remove any and all of its signs prior to termination of the Lease and, upon such removal, to repair all damage incident to such removal. Notwithstanding anything to the contrary herein, Landlord, at its sole cost, shall be responsible for any costs associated with any removal and reinstallation of Tenant's signage necessitated by any repairs or modifications to the Park Property performed by Landlord or otherwise undertaken at Landlord's direction.

4.6. LANDLORD'S ACCESS. Landlord shall be entitled at all reasonable times and upon reasonable notice to enter the Premises to examine them and to make such repairs, alterations, or improvements thereto as Landlord is required by this Lease to make or which Landlord considers necessary or desirable. Tenant shall not unduly obstruct any pipes, conduits, or mechanical or other electrical equipment so as to prevent reasonable access thereto. Landlord shall exercise its rights under this section, to the extent possible in the circumstances, in such manner so as to minimize interference with Tenant's use and enjoyment of the Premises. Landlord shall have the right at all times to enter the Premises without prior notice to Tenant in the event of an emergency affecting the Premises. Landlord may on occasion, with prior written consent of Tenant, utilize the Premises for County business and/or events.

4.7. QUIET POSSESSION. If Tenant pays all Rent and fully performs all of its obligations under this Lease, Tenant shall be entitled to peaceful and quiet enjoyment of the Premises for the Term without interruption or interference by Landlord or any person claiming through Landlord.

4.8. PARKING. Tenant shall have the exclusive right to use designated parking spaces, as identified by Landlord, contained on the Premises for parking of no more than two vehicles by WPS staff or volunteers. In addition, Tenant shall have the right, in common with the members of the public, along with the tenants and visitors of the Park Property, to use the parking spaces contained within the Common Areas on a non-exclusive basis. Any and all motor vehicles (including all contents thereof) parked by Tenant, its employees, agents, and invitees in any space contained within the Park Property, shall be parked in such spaces at such persons' sole risk, it being expressly agreed and understood that Landlord has no duty to insure any of said motor vehicles (including the contents thereof), and that Landlord is not responsible for the protection and security of such vehicles, or the contents thereof.

4.9. RULES AND REGULATIONS. Tenant shall observe all rules and regulations as may be established by Landlord from time to time for the Park Property, including those contained in the Applicable Laws promulgated by Landlord as set forth in Sections 4.2.1.1 and 4.2.1.2 above. Landlord shall have the right at all times to change and amend the rules and regulations in any reasonable manner as it may deem advisable for the safety, care and operation or use of the Park Property or the Premises. In the event of any inconsistency between any provision of this Lease and the rules and regulations, the applicable Lease provision shall control.

4.10. HOURS OF OPERATION; USE OF COMMON AREAS.

4.10.1. Tenant's normal hours of operation for the Museum and Educational Facility shall be 9:00 a.m. to 5:00 p.m., Monday through Saturday, 12:30 p.m. to 5:00 p.m., Sunday, and closed on Thanksgiving Day, Christmas Eve and Christmas Day, and New Year's Day; provided, however, in accordance with Section 1.4 above, Tenant shall be allowed access to the Premises between the hours of 7:00 a.m. and 10:00 p.m., seven days a week, without seeking additional authorization from Landlord.

4.10.2. Except as agreed upon in writing by Landlord, Tenant's use of the Common Areas of the Park Property for the provision of its Museum and Educational Services shall be subject to the Landlord's applicable rules and regulations including, but not limited to, Chapter 13, Leon County Code of Laws, concerning Parks and Recreation, and Policy No. 06-01, Board of County Commissioners Policy Manual, concerning Use and Scheduling of Parks and Recreational Facilities.

**Article 5.  
Tenant Improvements and Alterations.**

5.1. IMPROVEMENTS AND ALTERATIONS PROHIBITED. Tenant shall be prohibited from making any improvements or alterations to the Premises without the written approval of Landlord. Upon such written approval by Landlord, the payment for any such improvements or alterations, unless otherwise agreed upon in writing, shall be the responsibility of Tenant.

5.2. PROPERTY OF LANDLORD AT TERMINATION.

5.2.1. Landlord's Property. Any additions, alterations, improvements, or other such changes to the Premises resulting from any improvements or alterations ("Changes to Premises") shall remain upon and be surrendered with the Premises and become the property of Landlord upon the expiration or earlier termination of this Lease without credit to Tenant.

5.2.2. Not Landlord's Property. Landlord and Tenant acknowledge and agree that list of items below in Section 5.2.2.1 comprises the entirety of equipment and trade fixtures that have been affixed to, or otherwise installed in, the Premises to be used in conjunction with the operation of Tenant's business ("Tenant's Business Equipment"). Tenant's Business Equipment shall not become property of the Landlord and shall be removed by Tenant, at Tenant's expense, upon the expiration or earlier termination of this Lease. Upon the removal of any Tenant's Business Equipment, Tenant shall restore the Premises to which any such Tenant's Business Equipment was affixed to the condition and use which existed at the time Tenant took possession, with all costs of such removal and restoration to be borne by Tenant. Nothing herein, however, shall be deemed to be a waiver of Landlord's entitlement to a lien for rent, pursuant to Section 9.1 below, or a waiver of any of Landlord's other remedies provided in Article 9 below.

5.2.2.1. The following items, to be listed upon the completion of the Tenant Improvements prior to the Commencement Date of this Lease, comprise the entirety of Tenant's Business Equipment.

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5.2.2.2. In the event that additional equipment and trade fixtures are installed on the Premises after the Effective Date of this Lease, Tenant shall provide notice to Landlord of such installation and this Lease shall thereafter be amended to include such additional items in the list of Tenant's Business Equipment. In the absence of such notification by Tenant, the determination of such additional items as either Changes to Premises or Tenant's Business Equipment shall be at the sole discretion of Landlord.

5.3. ALTERATIONS BY LANDLORD. The Park Property and Common Areas are at all times subject to the exclusive control and management of Landlord. Without limiting the generality of the foregoing, Landlord has the right in its management and operation of the Park Property to do and perform such acts in and to the Park Property as in the use of good business judgment the Landlord determines to be advisable for the more efficient and proper operation of the Park Property, including:

5.3.1. Obstruct or close off all or any part of the Park Property for the purpose of maintenance, repair or construction;

5.3.2. Use any part of the Common Areas for merchandising, display, decorations, entertainment, and structures designed for retail selling or special features or promotional activities;

5.3.3. Change the area, level, location, arrangement or use of the Park Property or any part thereof;

5.3.4. Construct other buildings, structures or improvements in the Park Property and make alterations thereof, additions thereto, subtraction therefrom, or rearrangements thereof, build additional stories on any building, and construct additional buildings or facilities adjoining or proximate to the Park Property;

5.3.5. Construct parking facilities, and expand, reduce or alter same in any manner whatsoever;

5.3.6. Construct or otherwise install community gardens in accordance with the County Board of County Commissioner's Community Garden Policy as contemplated above.

Notwithstanding the above, Tenant and its customers and employees shall at all times during Landlord's construction be granted ingress and egress to the Premises and be able to continue its operations. If Landlord's construction alters Tenant's usual means of ingress and egress and/or impacts accessibility of views of the storefront, Landlord, at its sole cost, shall provide Tenant temporary signage indicating they are "open for business".

## **Article 6. Insurance.**

6.1. **TENANT'S INSURANCE.** Tenant shall, at its sole expense, procure and maintain for the duration of this Lease insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, Tenant's use and occupancy of the Premises including, but not limited to, claims under workers compensation laws, disability benefit laws or other similar employee benefit plans, from claims or damages because of bodily injury, occupational sickness or disease or death of its employees and claims insured by usual personal injury liability coverage in the minimum coverage and amounts as follows:

6.1.1. **LIABILITY INSURANCE.** Tenant shall provide 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. Tenant's insurance shall include Landlord as an additional insured as provided hereinbelow.

6.1.2. **WORKERS' COMPENSATION EMPLOYERS LIABILITY INSURANCE.** To the extent applicable by law, Tenant shall provide workers' compensation insurance covering all employees meeting statutory limits in compliance with all applicable state and federal laws, and shall provide 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 Landlord as an additional insured, Tenant shall provide to Landlord a waiver of all rights of subrogation against Landlord with respect to losses payable under such workers' compensation policy(ies).

6.2. **CERTIFICATES OF INSURANCE.** Tenant shall furnish Landlord with certificates of insurance and with any original endorsements evidencing the coverages described above. 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 Landlord prior to the commencement of Tenant's occupancy under this Lease. Landlord reserves the right to require complete, certified copies of all of Tenant's required insurance policies at any time. Each of Tenant's required insurance policies shall be endorsed to state that coverage shall not be cancelled by either Party except after thirty (30) days prior written notice has been given to Landlord. All of Tenant'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 (the "Insurance Criteria").

6.3. **LANDLORD'S INSURANCE.** Landlord also agrees to carry and maintain a broad form commercial general liability insurance (written on an occurrence basis and including contractual liability coverage endorsement covering Landlord's indemnity obligations under this Lease) in limits it reasonably deems appropriate (but in no event less than the limits required by Tenant pursuant to Section 6.1 above). In addition, Landlord agrees to carry and maintain property insurance (with replacement cost coverage) covering the Park Property in the amount of not less than

the full replacement cost thereof with an agreed-value endorsement and without any co-insurance requirements. Landlord hereby waives all rights of subrogation against Tenant with respect to losses payable under such insurance coverages.

6.4. **WAIVER OF SUBROGATION RIGHTS.** Anything in the Lease to the contrary notwithstanding, Landlord and Tenant hereby waive any and all rights of recovery, claim, action, or cause of action against the other, its agents, employees, officers, partners, servants, or shareholders for any loss or damage that may occur to the Premises or the Park Property, or any improvements thereto, or any personal property of such Party therein by reason of fire, the elements, or any other cause which is insured against under the terms of the fire and extended coverage insurance policies obtained pursuant to this Lease (or, if any such Party fails to maintain the insurances and coverages such Party is required to maintain under this Lease, would have been insured had the applicable Party maintained the insurances and coverages such Party is required to maintain under this Lease), regardless of cause or origin, including negligence of the other Party hereto, its agents, employees, officers, partners, servants or shareholders, and each Party covenants that no insurer shall hold any right of subrogation against such other Party.

**Article 7.**  
**Indemnification of the Parties.**

7.1. **TENANT'S INDEMNITY.** Tenant shall indemnify and hold harmless Landlord and its respective agents, officers, directors and employees promptly and diligently at Tenant's sole expense from and against any and all claims and demands, 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), in connection with any injury or loss of property, personal injury, or death occurring in, on or about the Premises or the Park Property caused by the negligent or wrongful act or omission of Tenant. Notwithstanding the foregoing, Tenant shall not be required to indemnify Landlord with respect to any liability, loss, damages, cost or expense suffered as a result of the negligence or intentional misconduct of Landlord or any of the agents or employees of Landlord nor with respect to any liability, loss, damage, cost or expense to the extent that the same is covered by insurance policies maintained by Landlord (or would have been covered had Landlord maintained the insurance policies Landlord is required to maintain pursuant to the terms of this Lease).

7.2. **LANDLORD'S INDEMNITY.** Without waiving its right to sovereign immunity, Landlord shall, to the extent allowed by law, indemnify, save harmless, and defend Tenant promptly and diligently at Landlord's sole expense from and against any and all claims and demands in connection with any injury or loss of property, personal injury, or death occurring in, on, or about the Premises or the Park Property caused by the negligent or wrongful act or omission of Landlord. Notwithstanding the foregoing, Landlord shall not be required to indemnify Tenant with respect to any liability, loss, damages, cost or expense suffered as a result of the negligence or intentional misconduct of Tenant or any of the agents or employees of Tenant nor with respect to any liability, loss, damage, cost or expense to the extent that the same is covered by insurance policies maintained by Tenant (or would have been covered had Tenant maintained the insurance policies Tenant is required to maintain pursuant to the terms of this Lease).

7.3. **NOTICE OF INDEMNIFICATION.** A Party's duty to indemnify pursuant to the provisions of this Article 7 shall be conditioned upon the giving of notice by such Party of any suit or proceeding.

7.4. **SURVIVAL.** The provisions of this Article 7 shall survive the expiration or earlier termination of this Lease.

**Article 8.**  
**Maintenance and Repairs.**

8.1. **LANDLORD'S OBLIGATIONS.** Landlord's obligation to maintain, repair, and otherwise keep in good working order the various components of the Premises, shall be governed as follows:

8.1.1. Maintaining the Premises, in an attractive and fully operative condition.

8.1.2. Keeping in good working order, condition, and repair the foundation, roof, and structural portions of exterior walls of the Premises; the interior and exterior windows, doors, plate glass, and walls of the Premises; all plumbing and sewer lines including, but not limited to, the common lines and the interior lines in the Premises; the HV/AC equipment servicing the Premises regardless of its location; the electrical and lighting facilities and

equipment on the Premises, except for the replacement of light bulbs within such fixtures; and the entrances, sidewalks, corridors, parking areas and other facilities from time to time comprising the Common Areas.

8.1.3. In addition, but subject nevertheless to any applicable waiver or subrogation, Landlord may charge to Tenant as Additional Rent the cost of any repairs of damage to the building components listed in Section 8.1.2 above which damage was caused by Tenant's negligent or wrongful acts or omissions.

8.1.4. Landlord shall not be obligated to make any repairs under this Section 8.1 until a reasonable time after receipt of a written notice from Tenant specifying the need for such repairs and thereafter Landlord shall commence such repairs within five (5) Business Days.

8.2. **CONDITION UPON TERMINATION.** Landlord's and Tenant's obligations to maintain, repair, and otherwise keep in good working order the various components of the Premises upon the termination of this Lease shall be governed as follows:

8.2.1. Upon the termination of the Lease, Tenant shall surrender the Premises to Landlord, broom clean and in the same condition as received except for ordinary wear and tear which Tenant was not otherwise obligated to remedy under any provision of this Lease.

8.2.2. However, Tenant shall not be obligated to repair any damage which Landlord is required to repair under Section 8.1 above.

8.2.3. Tenant shall repair, at Tenant's expense, any damage to the Premises or the Park Property caused by the removal of any of Tenant's personal property including, but not limited to, Tenant's Business Equipment as defined in Section 5.2.2 above.

8.2.4. In no event, however, except as provided in Section 5.2.2 above, shall Tenant remove any of the following materials or equipment without Landlord's prior written consent:

8.2.4.1. any power wiring or power panels; lighting or lighting fixtures;

8.2.4.2. any millwork and cabinetry;

8.2.4.3. any wall coverings; drapes, blinds or other window coverings;

8.2.4.4. any carpets or other floor coverings;

8.2.4.5. any heaters, air conditioners, or any other heating or air conditioning equipment; or

8.2.4.6. any fencing or security gates; plumbing fixtures, water fountains; or other similar building operating equipment and decorations.

8.3. **UTILITIES AND JANITORIAL SERVICES; FURNISHINGS.** Landlord shall pay for and be solely responsible for all utilities required, used or consumed on the Premises, including, but not limited to, gas, water, (including water for domestic uses and for fire protection), electricity, sewer service, garbage collection services, or any similar service; provided, however, that such utilities services shall not include Telecommunications Services or security monitoring services. Tenant shall pay for and be solely responsible for janitorial services, Telecommunication Services, and security monitoring services for the Premises, with such Telecommunication Services being the responsibility of Tenant in accordance with Article 10 below. In addition, Tenant shall pay and be solely responsible for the cost of any and all furnishings for the Premises. Landlord and Tenant hereby agree that Landlord shall not be liable for any interruptions or curtailment in utility services, telephone services, or security monitoring services due to causes beyond its control or due to Landlord's alteration, repair or improvement of the Premises or the Park Property.

#### **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 Lease, Tenant hereby grants to Landlord, its successors, and assigns, a lien on all property of Tenant now or hereafter found upon or

off the Premises, as provided in Chapter 83, Florida Statutes, as they may be amended from time to time, and as otherwise provided by law.

9.2. DEFAULT BY TENANT.

9.2.1. EVENTS OF DEFAULT. The occurrence of any of the following events, either by Tenant or by any guarantor of any of Tenant's obligations hereunder, shall be considered an event of default by Tenant under this Lease.

9.2.1.1. the failure by Tenant to pay any sum of money to be paid by Tenant under this Lease and such failure continues for five (5) days after receipt of written notice from Landlord;

9.2.1.2. the failure by Tenant to comply with or perform any of the other terms, provisions, covenants or conditions which Tenant 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 Tenant's diligent efforts within the ten (10) day period, Tenant shall have up to thirty (30) days from the date of Landlord's notice to cure such default, provided Tenant undertakes such curative action within the ten (10) day period and diligently and continuously proceeds with such curative action using Tenant's best efforts;

9.2.1.3. the vacation or abandonment by Tenant of the Premises or any part thereof during the Term or any continuation thereof;

9.2.1.4. if Tenant is a corporation, if Tenant ceases to exist as a corporation in good standing in the state of its incorporation, or, if Tenant is a partnership or other entity, if Tenant is dissolved or otherwise liquidated;

9.2.1.5. a general assignment by Tenant for the benefit of creditors;

9.2.1.6. the filing of any voluntary petition in bankruptcy by Tenant or the filing of an involuntary petition by Tenant'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 Tenant has the right to affirm this Lease and continue to perform the obligations of Tenant hereunder, such trustee or Tenant shall, in such time period as may be permitted by the bankruptcy court having jurisdiction, cure all defaults of Tenant hereunder outstanding as of the date of the affirmance of this Lease and provide to Landlord such adequate assurances as may be necessary to ensure Landlord of the continued performance of Tenant's obligations under this Lease;

9.2.1.7. the admission by Tenant in writing of its inability to pay its debts as they become due, the filing by Tenant 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 Tenant of an answer admitting or failing timely to contest a material allegation of a petition filed against Tenant in any such proceeding or, if within sixty (60) days after the commencement of any proceeding against Tenant 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;

9.2.1.8. the attachment, execution or other judicial seizure of all or substantially all of Tenant's assets or the Premises;

9.2.1.9. the employment of a receiver to take possession of substantially all of Tenant's assets or the Premises; or

9.2.1.10. Tenant's failure to timely vacate the Premises after Landlord's exercise of its Early Termination Option as provided in Section 1.9 above.

9.2.2. LANDLORD'S REMEDIES. Upon the occurrence of any event of default by Tenant, Landlord shall be entitled to the remedies as follows below, which remedies shall be cumulative and shall not preclude

Landlord from pursuing any other remedies permitted by law. Landlord's election not to enforce one or more of the following remedies upon an event of default shall not constitute a waiver. Notwithstanding anything to the contrary contained herein, Landlord agrees to exercise commercially reasonable efforts to mitigate its damages.

9.2.2.1. Landlord may terminate this Lease and dispossess Tenant;

9.2.2.2. Landlord may terminate Tenant's right of possession to the Premises without terminating this Lease.

9.2.3. SURRENDER OF POSSESSION. Upon any termination of this Lease, whether by lapse of time or otherwise, or upon any termination of Tenant's right of possession without termination of this Lease, Tenant shall surrender possession and vacate the Premises immediately, and deliver possession thereof to Landlord. If Tenant fails to surrender possession and vacate the Premises, Landlord shall have full and free license to enter into and upon the Premises for the purpose of repossessing the Premises, expelling and removing Tenant and persons occupying the premises pursuant to law and removing any and all property therefrom and changing all the door locks of the Premises. Landlord may take these actions without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer and without relinquishing Landlord's right to Rent or any other right given to Landlord hereunder or by operation of law. Notwithstanding the foregoing, Landlord may not exercise self-help.

9.2.3.1. the cost of restoring the Premises to building standard condition, normal wear and tear excepted;

9.2.3.2. all accrued, unpaid sums, plus interest at the maximum rate allowed by law, for past due sums up to the date of termination;

9.2.3.3. Landlord's cost of recovering possession of the Premises; and

9.2.3.4. any other sum of money or damages owed by Tenant to Landlord.

9.2.4. RIGHT TO RELET.

9.2.4.1. COLLECTION OF RENT; CREDIT TO TENANT. If Landlord elects to terminate Tenant's right to possession of the Premises without terminating this Lease pursuant to Section 9.2.2.2 above, Tenant shall continue to be liable for all Rent and Landlord shall endeavor to mitigate its damages by exercising commercially reasonable efforts to relet the Premises, or any part thereof, to a substitute tenant or tenants, for a period of time equal to, lesser than, or greater than the remainder of the Term. Tenant shall be given a credit against the Rent due from Tenant to Landlord during the remainder of the Term in the net amount of rent received from the new tenant; however, the net amount of rent received from the new tenant shall first be applied to:

9.2.4.1.1. the costs incurred by Landlord in reletting the Premises, including, without limitation, remodeling costs, brokerage fees, legal fees, advertising costs and the like;

9.2.4.1.2. the accrued sums, plus interest and late charges if in arrears, under the terms of this Lease;

9.2.4.1.3. Landlord's cost of recovering possession of the Premises; and

9.2.4.1.4. the cost of storing any of Tenant's property left on the Premises after reentry.

9.2.5. STORAGE OF PROPERTY. Any and all property which may be removed from the Premises by Landlord pursuant to the authority of this Lease or of law, may be handled, removed and stored, as the case may be, by or at the direction of Landlord at the risk, cost and expense of Tenant, and Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. Tenant shall pay to Landlord, upon demand, any and all reasonable expenses incurred in such removal and all storage charges against such property so long as the same shall be in Landlord's possession or under Landlord's control. Any such property of Tenant not retaken by Tenant from storage within thirty (30) days after removal from the Premises, other than any files and other documents which

are subject to attorney-client privilege, shall, at Landlord's option, be deemed conveyed by Tenant to Landlord under this Lease as by a bill of sale without further payment or credit by Landlord to Tenant.

9.2.6. COSTS. Upon any default by Tenant, Landlord shall be entitled to receive from Tenant the payment of costs as follows:

9.2.6.1. Tenant shall pay to Landlord on demand all fees and costs, including reasonable attorneys' fees and costs, incurred by Landlord, whether incurred in preparation for or at trial, on appeal, or in bankruptcy, in enforcing any of the obligations of Tenant under this Lease;

9.2.6.2. Tenant shall pay to Landlord any reasonable expenses incurred by Landlord in re-entering the Premises, reletting the Premises and putting the Premises into the condition necessary for such reletting (including attorneys' fees and disbursements, marshal's fees, and brokerage fees, in so doing); and

9.2.6.3. Tenant shall pay to Landlord any other expenses reasonably incurred by Landlord.

9.2.7. WAIVER. No delay or omission by Landlord in exercising a right or remedy as provided in this Section 9.2 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 Landlord nor failure by Landlord to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall waive such default, but Landlord 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 Landlord of any right for any default by Tenant shall not constitute a waiver of any right for either a subsequent default of the same obligation or any other default. Receipt by Landlord of Tenant's keys to the Premises shall not constitute an acceptance of surrender of the Premises.

9.4. ATTORNEY'S FEES. In addition to Landlord's entitlement to costs as provided in Section 9.2.6 above, if either Party defaults in the performance of any of the terms, agreements or conditions contained in this Lease and the other Party places the enforcement of this Lease, or any part thereof, or the collection of any Rent due or to become due hereunder or recovery of the possession of the Premises, in the hands of an attorney who files suit upon the same and should such non-defaulting Party prevail in such suit, the defaulting Party agrees to pay the other Party's reasonable attorneys' fees and costs.

## **Article 10.** **Telecommunications.**

10.1. DEFINITIONS. For all purposes of this Lease, the following terms shall have the meanings ascribed to them herein.

10.1.1. "Telecommunications Services" shall refer to the various services available in the telecommunications industry including, but not limited to, telephone service, cable television service, data service, internet service, fiber optics service, annunciator service, and other similar services that may not exist as of the Effective Date of this Lease but are created thereafter.

10.1.2. "Telecommunications Equipment" shall mean the equipment and devices that are installed, altered, modified, or replaced to provide Telecommunications Services, including the wires and all associated components necessary to operate such equipment and devices as intended.

10.2. IN GENERAL. All Telecommunications Services desired by Tenant shall be ordered and utilized at the sole expense of Tenant. All alterations, modifications, replacements, or installations of Tenant's Telecommunications Equipment, other than those involving only wiring for workstation operations on the Premises, shall be accomplished pursuant to plans and specifications approved in advance in writing by Landlord. Unless Landlord otherwise requests or consents in writing, all of Tenant's Telecommunications Equipment shall be and remain solely on the Premises and the telephone closet(s) designated to serve the Premises, in accordance with rules and regulations adopted by Landlord from time to time.

10.3. MAINTENANCE. Landlord shall have no responsibility for the maintenance of Tenant's Telecommunications Equipment or for any wiring or other infrastructure to which Tenant's Telecommunications Equipment may be connected.

10.4. INTERRUPTION OF SERVICE. Tenant agrees that, to the extent any of Tenant's Telecommunication Services are interrupted, curtailed or discontinued from any cause whatsoever, Landlord shall have no obligation or liability with respect thereto unless such interruption is caused by the negligence or willful misconduct of Landlord or its agents, employees or contractors. Landlord shall have the right, upon reasonable prior notice to Tenant, to interrupt or turn off Telecommunications Equipment at any time in the event of emergency and at any time other than during Tenant's business hours as necessary in connection with the operation of the Park Property or installation of Telecommunications Equipment for other tenants of the Park Property.

10.5. REMOVAL OF TELECOMMUNICATIONS EQUIPMENT. Any and all Telecommunications Equipment installed on the Premises or elsewhere in the Park Property by or on behalf of Tenant after the Effective Date of this Lease shall be removed prior to the expiration or earlier termination of the Term, by Tenant at its sole cost or, at Landlord's election, by Landlord at Tenant's sole cost. With regard to installations of Telecommunications Equipment elsewhere outside the Premises, Tenant shall, at Tenant's expense, promptly remove any such Telecommunications Equipment in the event Tenant discontinues or otherwise abandons the use of such Telecommunications Equipment at any time during the Term of this Lease.

10.6. NEW PROVIDER SELECTION; INSTALLATION. In the event that Tenant wishes at any time to utilize the services of a Telecommunications Services provider whose equipment is not then servicing the Park Property, the installation of such Telecommunications Services provider's lines and other equipment, other than those involving only wiring for workstation operations on the Premises, shall not be permitted unless and until the following conditions are satisfied:

10.6.1. No Telecommunications Services provider shall be permitted to install its lines or other equipment within the Park Property without first securing the prior written approval of Landlord. Landlord's approval shall not be deemed any kind of warranty or representation by Landlord, including, without limitation, any warranty or representation as to the suitability, competence, or financial strength of the Telecommunications Services provider.

10.6.2. Without limitation of the foregoing standard, unless all of the following conditions are satisfied to Landlord's satisfaction, it shall be reasonable for Landlord to refuse to give its approval:

10.6.2.1. Landlord shall incur no expense whatsoever with respect to any aspect of the Telecommunications Services provider's provision of its services, including without limitation, the costs of installation, materials and services;

10.6.2.2. prior to commencement of any work in or about the Park Property by the Telecommunications Services provider, the Telecommunications Services provider shall supply Landlord with the written insurance and indemnities as required in Article 6 and Section 7.1 above, respectively, and with any financial statements, and such other items as Landlord reasonably determines to be necessary to protect its financial interests and the interests of the Park Property relating to the proposed activities of the Telecommunications Services provider;

10.6.2.3. the Telecommunications Services provider agrees to abide by such rules and regulations, building and other codes, job site rules and such other requirements as are reasonably determined by Landlord to be necessary to protect the interests of the Park Property, Tenants of the Park Property, and Landlord;

10.6.2.4. Landlord shall reasonably determine that there is sufficient space in the Park Property for the placement of all of the Telecommunications Services provider's equipment and materials;

10.6.2.5. the Telecommunications Services provider agrees to abide by Landlord's requirements, if any, that the Telecommunications Services provider use existing the Park Property conduits and pipes or use building contractors, or other contractors approved by Landlord;

10.6.2.6. Landlord receives from the Telecommunications Services provider such compensation as is reasonably determined by Landlord to compensate it for space used in the Park Property for the storage and maintenance of the Telecommunications Services provider's equipment, for the fair market value of a Telecommunications Services provider's access to the Park Property, and for the costs which may reasonably be expected to be incurred by Landlord;

10.6.2.7. the Telecommunications Services provider agrees to deliver to Landlord detailed "as built" plans immediately after the installation of the Telecommunications Services provider's equipment is complete; and

10.6.2.8. all of the foregoing matters are documented in a written license or other agreement between Landlord and the Telecommunications Services provider, the form and content of which is reasonably satisfactory to Landlord.

10.6.3. Notwithstanding any provision of the preceding paragraphs to the contrary, the refusal of Landlord to grant its approval to any prospective Telecommunications Services provider shall not be deemed a default or breach by Landlord of its obligation under this Lease unless and until Landlord is adjudicated to have acted unreasonably with respect to Tenant's request for approval, and in that event, Tenant shall still have no right to terminate the Lease or claim an entitlement to rent abatement, but may as Tenant's sole and exclusive recourse seek a judicial order of specific performance compelling Landlord to grant its approval as to the perspective Telecommunications Services provider in question. The provisions of this paragraph may be enforced solely by Tenant and Landlord, are not for the benefit of any other third party, and specifically but without limitation, no Telecommunications Services provider shall be deemed a third party beneficiary of this Lease.

10.7. **WIRELESS TELECOMMUNICATIONS EQUIPMENT.** Other than usual and customary cellular telephones and routers, Tenant shall not utilize any wireless Telecommunications Equipment, including antennae and satellite receiver dishes, in or on the Park Property, without Landlord's prior written consent. Such consent may be conditioned in such a manner so as to protect Landlord's financial interests and the interests of the Park Property, and the other tenants therein, in a manner similar to the arrangements described in this Article 10.

10.8. **INTERFERENCE WITH OTHERS.** In the event that Telecommunications Equipment installed by or at the request of Tenant on the Premises after the Effective Date of this Lease, or elsewhere within the Park Property, causes interference to equipment used by Landlord or another occupant installed prior to the date of Tenant's installation, Tenant shall assume all liability related to such interference, Tenant shall use reasonable efforts, and shall cooperate with Landlord and others, to promptly eliminate such interference. In the event that Tenant is unable to do so, Tenant shall substitute alternative Telecommunications Equipment that remedies the situation. If such interference persists, Tenant shall discontinue the use of such Telecommunications Equipment, and, at Landlord's discretion, remove such Telecommunications Equipment in accordance with Section 10.5 above.

**Article 11.**  
**Miscellaneous Provisions.**

11.1. **SECURITY DEPOSIT.** Tenant shall not be required to pay a security deposit to Landlord.

11.2. **INTERPRETATION.** The captions of the Paragraphs of this Lease are to assist the Parties in reading this Lease and are not a part of the terms or provisions of this Lease. Whenever required by the context of this Lease, 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 Tenant the term "Tenant" shall include Tenant's agents, employees, contractors, subcontractors, invitees, successors or others using the Premises or the Park Property with Tenant's expressed or implied permission. This Lease shall not be construed more or less favorably with respect to either Party as a consequence of the Lease or various provisions hereof having been drafted by one of the Parties hereto.

11.3. **INCORPORATION OF PRIOR AGREEMENTS; MODIFICATIONS; FCT CONSENT.**

11.3.1. This Lease contains and embodies the entire agreement of the Parties hereto with respect to the matters set forth herein, and supersedes and revokes any and all negotiations, arrangements, letters of intent,

representations, inducements or other agreements, oral or in writing with respect to such matters. No representations, inducements or agreements, oral or in writing, between the Parties with respect to such matters, unless contained in this Agreement, shall be of any force or effect. No amendment, modification, or other revision to this Agreement shall be valid unless contained in a written document duly executed by Landlord and Tenant.

11.3.2. Any amendment or modification of any provision of this Agreement must be approved in writing by Florida Communities Trust before such amendment or modification is in effect.

11.4. NOTICES. Any notice or document, other than rent, required or permitted to be delivered by the terms of this Lease shall be delivered as follows:

11.4.1. Any of the following forms of delivery are acceptable:

11.4.1.1. by hand delivery;

11.4.1.2. by certified mail, return receipt requested; or

11.4.1.3. by guaranteed overnight delivery service.

11.4.2. Notices to Tenant shall be delivered to the address specified in the introductory paragraph of this Lease, with a copy to the following:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11.4.3. Notices to Landlord shall be delivered to:

Leon County Parks and Recreation Division  
2280 Miccosukee Road  
Tallahassee, FL 32308

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

11.4.4. 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.

11.5. 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.

11.6. WAIVERS; FCT CONSENT.

11.6.1. No amendment or waiver of any provision of this Agreement, nor consent to any departure of any provision by Tenant therefrom, shall in any event be effective unless the same shall be in writing and signed by Landlord, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose

given. Landlord's failure to enforce any provision of this Lease or its acceptance of Rent shall not be a waiver and shall not prevent Landlord from enforcing that provision or any other provision of this Lease in the future.

11.6.2. Any waiver of any provision of this Agreement must be approved in writing by Florida Communities Trust before such waiver is in effect.

11.7. NO RECORDATION. Tenant shall not record this Lease or any memorandum of lease without prior written consent from Landlord.

11.8. JOINT AND SEVERAL LIABILITY. All Parties signing this Lease as Tenant shall be jointly and severally liable for all obligations of Tenant.

11.9. FORCE MAJEURE. The performance by either Party to this Lease of its obligations, except the payment of Rent or other sums of money, 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, labor disputes, strikes, fire, flood or other casualty, failure of power, shortages of labor or material, government regulation or restriction including extraordinary delay in the issuance of any permit, and unusually inclement weather conditions. Events beyond a Party's control shall not include changes in economic or market conditions, or financial or internal problems of the non-performing Party, or problems that can be satisfied by the payment of money.

11.10. NO RIGHT OF FIRST REFUSAL. Other than as specifically provided in this Lease, in no event shall this Lease constitute a right of first refusal for Tenant to purchase or lease any other portion of the Premises or the Park Property.

#### 11.11. AUTHORITY.

11.11.1. TENANT'S AUTHORITY. As a material inducement to Landlord to enter into this Lease, Tenant and each Party, individually, executing this Lease on behalf of Tenant, intending that Landlord rely thereon, represents and warrants to Landlord as follows:

11.11.1.1. Tenant and the Party executing on behalf of Tenant are fully and properly authorized to execute and enter into this Lease on behalf of Tenant and to deliver this Lease to Landlord;

11.11.1.2. this Lease constitutes a valid and binding obligation of Tenant, enforceable against Tenant in accordance with the terms of this Lease;

11.11.1.3. Tenant is duly organized, validly existing and in good standing under the laws of the state of Tenant's organization and has full power and authority to enter into this Lease, to perform Tenant's obligations under this Lease in accordance with the terms of this Lease, and to transact business in the state in which the Premises are located; and

11.11.1.4. the execution of this Lease by the individual or individuals executing this Lease on behalf of Tenant, and the performance by Tenant of Tenant's obligation under this Lease, 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 Lease by Tenant is not in conflict with Tenant's bylaws or articles of incorporation, if a corporation, agreement of partnership, if a partnership, and other charters, agreements, rules or regulations governing Tenant's business as any of the foregoing may have been supplemented or amended in any manner.

11.11.2. LANDLORD'S AUTHORITY. As a material inducement to Tenant to enter into this Lease, Landlord, intending that Tenant rely thereon, represents and warrants to Tenant that:

11.11.2.1. Landlord, and the Party executing on behalf of Landlord, are fully and properly authorized to execute and enter into this Lease on behalf of Landlord and to deliver this Lease to Tenant;

11.11.2.2. this Lease constitutes a valid and binding obligation of Landlord, enforceable against Landlord in accordance with the terms of this Lease;

11.11.2.3. Landlord is duly organized, validly existing and in good standing under the laws of the state of Landlord's organization and has full power and authority to enter into this Lease, to perform Landlord's obligations under this Lease in accordance with the terms of this Lease, and to transact business in the state in which the Premises are located; and

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

11.12. FLORIDA LAW. This Lease shall be governed by and construed in accordance with the laws of the State of Florida.

11.13. COUNTERPART. This Lease may be executed in multiple counterparts, each counterpart of which shall be deemed an original and any of which shall be deemed to be complete of itself and may be introduced into evidence or used for any purpose without the production of the other counterpart or counterparts.

11.14. TIME IS OF THE ESSENCE. Time is of the essence of this Lease and all provisions contained herein.

11.15. APPROVAL OF PLANS AND SPECIFICATIONS. Neither review nor approval by or on behalf of Landlord of any Tenant's plans nor any plans and specifications for any Tenant Alterations or any other work shall constitute a representation or warranty by Landlord, any of Landlord's beneficiaries, the managing agent of the Park Property or any of their respective agents, partners or employees that such plans and specifications are either (i) complete or suitable for their intended purpose, or (ii) in compliance with Applicable Laws, it being expressly agreed by Tenant that neither Landlord, nor any of Landlord's beneficiaries, nor the managing agent of the Park Property nor any of their respective agents, partners or employees assume any responsibility or liability whatsoever to Tenant or to any other person or entity for such completeness, suitability or compliance.

11.16. BROKER'S FEE.

11.16.1. REPRESENTATION. Landlord and Tenant covenant, represent, and warrant to each other, with regard to any dealings or negotiations with any broker or agent in connection with the consummation of this Lease, that the only such dealings and negotiations have been with Graham Stewart, on behalf of Landlord (the "Landlord Broker"), and no one on behalf of Tenant ("Tenant's Broker"), and that there are no commissions due in connection with the consummation of this Lease.

11.16.2. INDEMNITY. Tenant agrees to indemnify and hold harmless Landlord, in accordance with the procedure in Article 7 above, and its respective agents, officers, directors and employees promptly and diligently at Tenant's sole expense from and against any and all claims and demands, 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), in connection with any claims for fees or commissions from anyone other than the Tenant Broker with whom Tenant has dealt in connection with the lease of the Premises. Landlord agrees, without waiving its right to sovereign immunity and only to the extent allowed by law, to indemnify and hold harmless Tenant, in accordance with the procedure in Article 7 above, promptly and diligently at Landlord's sole expense from and against any and all claims and demands in connection with any claims for fees or commissions from anyone other than Landlord Broker with whom Landlord has dealt in connection with the lease of the Premises.

11.17. WAIVER OF TRIAL BY JURY. Landlord and Tenant 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 Lease.

11.18. RIDERS AND EXHIBITS. All Riders, Addenda and Exhibits attached hereto and executed both by Landlord and Tenant shall be deemed to be a part of this Lease and are hereby incorporated.

11.19. TENANT ASSIGNMENT. Tenant shall not assign this Lease, in whole or in part, or sublease the Premises, in whole or in part, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. In no event shall Tenant be released from any obligation or liability under this Lease following any such assignment or sublease. No sublessee of the Premises or any portion thereof, may further assign or sublease its interest in the Premises or any portion thereof. Notwithstanding the foregoing, Tenant may, without Landlord's consent, but with written prior notice to Landlord with such notice to include details regarding the transaction, purporting to comply with the terms of this Lease sublet all or any portion of the Premises or assign this Lease to (i) a parent, subsidiary, affiliate, division or entity controlling, controlled by or under common control with Tenant, (ii) a successor corporation or other entity related to Tenant by merger, consolidation, reorganization or government action, (iii) an individual or entity that acquires all or substantially all of the assets of Tenant in a common plan or scheme.

11.20. LANDLORD ASSIGNMENT. Landlord shall have the right to sell, transfer or assign, in whole or in part, its rights and obligations under this Lease. Any such sale, transfer or assignment shall operate to release Landlord from any and all liability under this Lease arising after the date of such sale, assignment or transfer.

11.21. This Lease shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns (subject to the restrictions on assignment set forth in the Lease).

IN WITNESS WHEREOF, Tenant and Landlord have caused this Lease to be duly executed as of the date first above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

**WILDWOOD PRESERVATION SOCIETY, INC**

\_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

By: \_\_\_\_\_

Michael Kelly

Its \_\_\_\_\_

Date: \_\_\_\_\_

(Corporate Seal)

**LEON COUNTY, FLORIDA**

\_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

By: \_\_\_\_\_

Vincent S. Long

Its County Administrator

Date: \_\_\_\_\_

ATTEST:

Bob Inzer, Clerk of the Circuit Court,  
And Comptroller, Leon County, Florida

Approved as to Form:  
Leon County Attorney's Office

BY: \_\_\_\_\_

Name: \_\_\_\_\_

BY: \_\_\_\_\_

Herbert W. A. Thiele, Esq.

**FLORIDA COMMUNITIES TRUST**

Reviewed and Approved by:

Witnesses:

\_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

By: \_\_\_\_\_

Director or Designee

Office of Operations/Land and Recreation

Date: \_\_\_\_\_

Accepted as to Legal Form and Sufficiency:

\_\_\_\_\_  
FCT Counsel