



CONTRACT ADDENDUM

LEASE RENEWAL

THIS LEASE RENEWAL is made and entered into the date last written below, by and between The School Board of Monroe County, Florida ("Lessor"), and Marc A. Harden ("Lessee"), in order to modify a term or terms of the agreement ("Original Lease") between both parties dated 6/15/16 (original agreement date).

1. Lessee will exercise the 3rd of 4th renewal options in accordance with the terms of the Original Lease.
2. The following terms of the Original Lease are hereby agreeably modified:

Paragraph 1: Term of the Lease

The term of this Lease is one (1) year and shall commence June 15, 2019. A "Lease Year" shall constitute a twelve (12) month period commencing on the fifteenth day of June and ending the following June 14. This Lease and all terms set forth herein shall be effective and binding upon the parties as soon as it is executed and all changes initialed by both LANDLORD and TENANT. For purposes of this Lease, "Term" shall mean the initial term and any extension of it.

3. All other terms and conditions of the Original Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Lease Renewal on this _____ day of

_____, _____.

SIGNATURE OF CHAIRPERSON OF THE BOARD

DATE

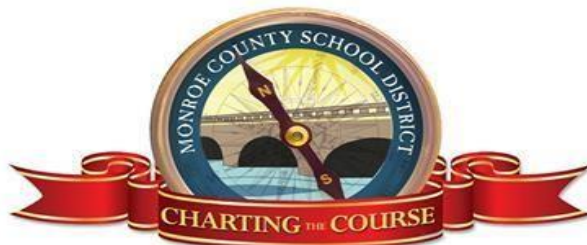
SIGNATURE OF SUPERINTENDENT

DATE

Marc A. Harden
SIGNATURE OF CONTRACTOR/REPRESENTATIVE

5/20/19
DATE

Marc Harden, Landlord
PRINT NAME AND TITLE



CONTRACT RENEWAL

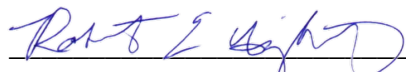
THIS CONTRACT RENEWAL is made and entered into the date last written below, by and between The School Board of Monroe County, Florida ("School Board"), and Marc A. Harden ("Contractor"), in order to renew the Commercial Lease agreement ("Original Contract") between the parties dated June 15, 2016 (original contract date), a copy of which is attached hereto and incorporated by reference.

1. Contractor will exercise the 2 of 4 renewal options in accordance with the terms of the Original Contract, thereby creating a renewed contract ("Renewed Contract").
2. The Renewed Contract shall commence on June 15, 2018 and expire on June 14, 2019.
3. All other terms and conditions of the Original Contract shall remain in full force and effect.

NOTE: A copy of the original contract must accompany this renewal.

IN WITNESS WHEREOF, the parties have executed this Contract Renewal on this 10th day of

April, 2018.



SIGNATURE OF CHAIRPERSON OF THE BOARD (CONTRACTS OVER \$25,000)

April 10, 2018

DATE



SIGNATURE OF SUPERINTENDENT

April 10, 2018

DATE

SIGNATURE OF CONTRACTOR/REPRESENTATIVE

DATE

PRINT NAME AND TITLE



Monroe County School District

Superintendent of Schools
Mark T. Porter

Board Rationale

File #: 16-684

TITLE

Approval of Lease Renewal Agreement with Mark Harden for Adult Education classroom space - Easton Street Property

BACKGROUND INFORMATION

The Monroe County School District Division of Adult Education entered into a commercial lease for classroom space on June 14, 2016 in the building located at 927 Eaton Street, Key West. The original lease was a one year lease and expires on June 14, 2017. The Board is being asked to approve Renewal Option 1 of 4 which will extend the lease through June 14, 2018.

BUDGET INFORMATION

Item Budgeted? Yes

Total Cost: \$60,000.00

Budget Coding: 0110.5400.0360.9103.0001

Requisition Attached? [Yes / No / N/A]

Contract Originator: Gerald Caputo, Director, Career Technology and Adult Education

Board Meeting Date: May 23, 2017

RECOMMENDATION

Approve Lease Renewal Option 1 of 4 for 927 Eaton Street, Key West.



CONTRACT RENEWAL

THIS CONTRACT RENEWAL is made and entered into the date last written below, by and between The School Board of Monroe County, Florida ("School Board"), and Marc A. Harden ("Contractor"), in order to renew the Commercial Lease agreement ("Original Contract") between the parties dated June 15, 2016 (original contract date), a copy of which is attached hereto and incorporated by reference.

1. School Board will exercise 1 of 4 renewal options in accordance with the terms of the Original Contract, thereby creating a renewed contract ("Renewed Contract").
2. The Renewed Contract shall commence on June 15, 2017 and expire on June 14, 2018.
3. All other terms and conditions of the Original Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Contract Renewal on this 23rd day of May, 2017.



SIGNATURE OF CHAIRPERSON OF THE BOARD

May 23, 2017
DATE



SIGNATURE OF CONTRACTOR

5/19/17
DATE

MARC HARDEN (OWNER)

PRINT NAME AND TITLE



SCHOOL BOARD AGENDA ITEM RATIONALE

DATE OF BOARD ACTION: June 14, 2016

DISTRICT DEPARTMENT: Adult Education

DIRECTOR/SUPERVISOR'S SIGNATURE: Melanie Stefanowicz

Digitally signed by Melanie Stefanowicz
DN: cn=Melanie Stefanowicz, o=Monroe County School District,
ou=Career and Adult Education,
email=melanie.stefanowicz@keysschools.com, c=US
Date: 2016.06.07 15:23:24 -04'00'

SUBJECT: Lease Agreement with Mark Harden for Adult Education space - Eaton Street Property



AGENDA ITEM TITLE: Lease Agreement with Mark Harden for Adult Education space - Eaton Street Property

BACKGROUND INFORMATION:

The MCSD Division of Adult Education is seeking to rent classroom space on Key West. Attached is a commercial lease agreement for property located at 927 Eaton Street.

ITEM BUDGETED:

☒ Yes ☐ No ☐ N/A Total Cost: \$60,000.00

Digitally signed by Jim Drake
DN: cn=Jim Drake, o=MCSD,
ou=Finance,
email=James.Drake@keysschools.co
m, c=US
Date: 2016.06.07 15:55:48 -04'00'

RECOMMENDATION:

Approve the proposed lease for adult education.

REVIEWED BY ADMINISTRATION:

Yes: ☐

Digitally signed by David Murphy
DN: cn=David Murphy, o=MCSD, ou=District
Admin,
email=dave.murphy@keysschools.com, c=US
Date: 2016.06.07 15:39:13 -04'00'

Executive Director

REVIEWED BY ATTORNEY:

Yes: ☒ N/A ☐

Theron
Simmons

Digitally signed by Theron Simmons
DN: cn=Theron Simmons, o=Vernis &
Bowling, P.A., ou=Legal,
email=TSimmons@Florida-Law.com, c=US
Date: 2016.06.08 16:13:12 -04'00'

Signature Required

THE SCHOOL DISTRICT OF MONROE COUNTY, FLORIDA

CONTRACT SUMMARY ROUTING SHEET

SECTION ONE:

Contract with: Mark Harden
 Contract value: \$60,000.00 Effective Date: 06/15/2016
 Budget Coding: 0110.5400.0360.9103.0001 Expiration Date: 06/14/2016

Contract Purpose/Description: _____
 The MCSD Division of Adult Education is seeking to rent classroom space. Attached lease is for property located at 927 Eaton Street in Key West.

Contract Originator: Melanie Stefanowicz 54420 Adult Education
 (Name) (Ext) (Department/School)

Executive Officer of Originating Dept.: _____
 Digitally signed by David Murphy
 DN: cn=David Murphy, o=MCSD, ou=District Admin,
 email=dave.murphy@keyschools.com, c=US
 Date: 2016.06.07 15:39:34 -04'00'

For Board meeting on: 06/14/2016 Agenda Deadline: 06/01/2016

SECTION TWO:

	<u>Date In</u>	<u>Reviewer Signature</u>	<u>Date Out</u>
1. <u>HR:</u>		Digitally signed by Ayesha Osborne DN: cn=Ayesha Osborne, o=MCSD, ou=HR, email=Ayesha.Osborne@keyschools.com, c=US Date: 2016.06.08 09:24:06 -04'00'	
<i>Comments:</i>			
2. <u>Risk:</u>		Digitally signed by Wanda Menendez DN: cn=Wanda Menendez, o=Monroe County School District, ou=MySchools Benefits & Risk Management Specialist, email=wanda.menendez@keyschools.com, c=US Date: 2016.06.08 16:11:02 -04'00'	
<i>Comments:</i>			
3. <u>Finance:</u>		Digitally signed by Jim Drake DN: cn=Jim Drake, o=MCSD, ou=Finance, email=James.Drake@keyschools.com, c=US Date: 2016.06.07 15:58:16 -04'00'	
<i>Comments:</i>			
4. <u>Purchasing:</u>		Digitally signed by Suanne C. Lee DN: cn=Suanne C. Lee, o=Monroe County School District, ou=Purchasing/Contracts/Property/Records Management, email=Suanne.Lee@keyschools.com, c=US Date: 2016.06.07 16:23:28 -04'00'	
<i>Comments:</i>			
5. <u>Legal:</u>		Digitally signed by Theron Simmons DN: cn=Theron Simmons, o=Vernis & Bowling, P.A., ou=Legal, email=TSimmons@Florida-Law.com, c=US Date: 2016.06.08 16:13:50 -04'00'	
<i>Comments:</i>			

COMMERCIAL LEASE

THIS LEASE made and entered into this ____ day of _____, 20__ ("Date of Lease"), by and between **MARC A. HARDEN** ("LANDLORD"), and **Monroe County Schools Career & Adult Education** ("TENANT").

PREAMBLE

BASIC LEASE PROVISIONS AND DEFINITIONS. This Preamble ("Preamble") is an integral part of this Lease and all of the terms hereof are incorporated into this Lease in all respects. In addition to the other provisions which are elsewhere defined in this Lease, the following, whenever used in this Lease, shall have the meanings set forth in this Preamble, and only such meanings, unless such meanings are expressly contradicted, limited or expanded elsewhere herein:

- (a) **EXHIBITS AND RELATED INSTRUMENTS:** The following Exhibits attached to this Lease are hereby incorporated in and made a part of this Lease.
EXHIBIT A: Premises on Site Plan
- (b) **LANDLORD'S MAILING ADDRESS:** **Marc A. Harden**
3832 Eagle Avenue
Key West, Florida 33040
- (c) **TENANT'S MAILING ADDRESS:** **Monroe County Schools Career & Adult Education**
241 Trumbo Road
Key West FL 33040
- (d) **GUARANTOR AND ADDRESS:** N/A
- (f) **TRADE NAME:** Monroe County Schools Career & Adult Education
- (g) **DEMISED PREMISES:** As shown on Exhibit A attached hereto
927 Eaton St., Commercial Unit 1 Downstairs,
Commercial Unit 2 Downstairs, Key West, Florida
The Premises are being delivered "AS IS."
- (h) **LEASE TERM** ("Term" or "Term of this Lease"): One (1) year,
commencing June 15, 2016 and ending June 14, 2017,
subject to earlier termination as provided in this Lease.
Also subject to the terms of this Lease.
- (i) **DELIVERY DATE:** June 7, 2016
- (j) **MINIMUM RENT:** Base Rent to commence June 15, 2016, in
the amount of Sixty Thousand and 00/100 Dollars
(\$60,000.00) per year, plus applicable sales tax, but
subject to change as set forth herein. The breakdown of
Rent per unit is as follows: Thirty Thousand and 00/100
Dollars (\$30,000.00) per year, for commercial Unit 1
Downstairs; Thirty Thousand and 00/100 Dollars
(\$30,000.00) per year, for commercial Unit 2
Downstairs.
- (k) **ADDITIONAL RENT:** Intentionally deleted.
- (l) **PERMITTED USE:** The Premises shall be used solely for classrooms.

LANDLORD hereby leases to TENANT and TENANT hereby hires from LANDLORD: two (2) Units in the building located at 927 Eaton Street, Key West, Florida and four (4) parking spaces, including one (1) ADA parking space, said property more particularly described on the attached Exhibit A. The assigned parking spaces shall be first four (4) parking spaces in the lot going from Eaton Street back. All of the foregoing property hereinafter referred to collectively as the "Premises" or "demised premises", subject to easements, restrictions and other matters of record, for the term hereinafter stated, for the rents hereinafter reserved, and upon and subject to the terms, conditions and covenants hereinafter provided:

1. **TERM OF THE LEASE.** The Term of this Lease is one (1) year and shall commence June 15, 2016. A "Lease Year" shall constitute a twelve (12) month period commencing on the fifteenth day of June and ending the following June 14. This Lease and all terms set forth herein shall be effective and binding upon the parties as soon as

it is executed and all changes initialed by both LANDLORD and TENANT. For purposes of this Lease, "Term" shall mean the initial term and any extension of it.

2. **RENT.**

- (A) TENANT shall pay to LANDLORD, without notice, demand, offset, reduction, abatement, suspension, deferment, diminution, deduction, or setoff, by good and sufficient check, at the address set forth above or at such other place as LANDLORD may designate in writing, as Rent in the amounts set forth below, plus applicable sales tax, in lawful money of the United States of America. The obligations of Tenant to pay Base Rent and other sums to LANDLORD (including but not limited to Percentage Rent) and the obligations of LANDLORD under this Lease are independent obligations.
- (B) Monthly Installments. Commencing June, 15 2016, and on each 15th day of the month thereafter, TENANT shall pay Base Rent in monthly installments of **FIVE THOUSAND AND 00/100 DOLLARS (\$5,000.00)**, plus applicable sales tax. The breakdown of Rent per unit is as follows: Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) per month, for commercial Unit 1 Downstairs; Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) per month, for commercial Unit 2 Downstairs; TENANT shall pay **TEN THOUSAND AND 00/100 DOLLARS (\$10,000.00)** (representing first and last months' rent), plus applicable sales tax, upon execution and delivery of this Lease. TENANT hereby acknowledges that this Lease shall be binding and effective upon execution of this Lease. If the Term of this Lease shall begin or terminate on any day other than the first or last day, respectively, of a calendar month, all Base Rent and other charges accruing under this Lease for such portion of the covered month shall be prorated and paid on the basis of a 30-day month.
- (C) Sales, Use, and Excise Taxes. TENANT shall pay (even though the taxing statute or ordinance may purport to impose such tax against LANDLORD) all sales, use, excise and other taxes imposed by any governmental authorities upon the Rent or any other charge or payment required hereunder to be made by TENANT. This shall include any new taxes imposed during the term of this Lease which are in addition to or in substitution for any such tax which is presently imposed. TENANT shall not be responsible for any of LANDLORD's income taxes. TENANT shall also pay any taxes or other charges imposed or incurred in connection with the manufacture, sale, use, transmission, distribution or other process necessary or incidental to the furnishing of sewer, water, electricity, and domestic water or other services to the Premises. TENANT shall pay, before delinquency, all personal property taxes and assessments on the furniture, fixtures, equipment and other property of TENANT located in the Premises and on additions and improvements in the Premises belonging to TENANT. TENANT shall make payment of tax to LANDLORD on a monthly basis, concurrently with the payment of Rent.
- (D) Additional Rent. Intentionally deleted.
- (E) Payment of Rent. Rent and Additional Rent shall be payable by wire transfer or directly to:
- Marc A. Harden**
3832 Eagle Avenue
Key West, Florida 33040
- (F) Past Due Rent. Rent shall be due on or before the first day of each month in advance, without demand, notice, deduction or setoff of any kind. Any monthly rental installment, or any other charges, not received on the due date shall bear interest at the highest rate permitted by law, or eighteen percent (18%), whichever is lowest ("Applicable Rate"). These late payments shall bear such interest from the first day of the month until the date it is received; additionally, LANDLORD, in addition to all other rights and remedies available to it, may charge TENANT a fee equal to the greater of (a) \$500.00 or (b) five percent of the delinquent payment to reimburse LANDLORD for its cost and inconvenience incurred as a consequence of TENANT's delinquency. In no event, however, shall the charges permitted under this Section or elsewhere in this Lease, to the extent they are considered to be interest under applicable law, exceed the maximum lawful rate of interest. Furthermore, it is agreed that the said late payment charge is not a penalty, but is a fair and reasonable charge under the circumstances and shall not be construed as interest on a debt payment. All late charges shall be due immediately on demand by LANDLORD without a setoff or defense. The provision herein for late payment service charges shall not be construed to extend the date for payment of any sums required to be paid by TENANT hereunder or to relieve TENANT of its obligation to pay all such sums at the time or times herein stipulated. Notwithstanding the imposition of such late charges pursuant to this Paragraph, TENANT shall be in default under this Lease if any and all payments required to be made by TENANT are not made on the due date, and neither the demand for nor collection by LANDLORD of such late payment charges shall be construed as a cure for such default on the part of TENANT and shall be in addition to and will not preclude LANDLORD from any other remedy a law, in equity or under this Lease.
- (G) Expenditures by LANDLORD. If LANDLORD makes any expenditure for which TENANT is liable under this Lease, the amount thereof shall be deemed Additional Rent due and payable by TENANT with the succeeding installment of Rent (unless some other date is expressly provided herein for payment of such amount) together with interest thereon at the Applicable Rate.
- (H) intentionally deleted.
- (I) Annual Increase in Rent. Intentionally deleted.
- (J) Intentionally deleted.
- (K) Intentionally deleted.

3. **OPTION TO RENEW.** Tenant is hereby granted an option to renew this Lease for four (4) additional one (1) year terms, subject to the terms of this Lease, as well as the following terms and conditions:

- (A) To exercise this option, the TENANT shall give Two (2) months' written notice prior to the termination date of this Lease of its intention to renew. In the absence of such timely notification, the option to renew shall be null and void.
- (B) TENANT must not be in default of any of the conditions or covenants of this Lease, and the Lease must not have been otherwise terminated by LANDLORD.
- (C) Intentionally deleted.
- (D) Upon termination of this Lease, this Option shall become null and void.
- (E) The additional term may be terminated at any time by either party upon sixty (60) days written notice.

4. **SECURITY DEPOSIT.** TENANT, upon execution of this Lease, shall have deposited with LANDLORD the sum of ZERO and 00/100 Dollars (\$00.00) which sum shall be retained by LANDLORD as security for the payment by TENANT of the rents herein agreed to be paid by TENANT and for the faithful performance by TENANT of the terms, conditions and covenants of this Lease. It is agreed that LANDLORD, at LANDLORD's option, may at any time apply said sum or any part thereof toward the payment of the rents and any other sum payable by TENANT under this Lease, and/or toward the performance of each and every of TENANT's covenants under this Lease, but such covenants and TENANT's liability under this Lease shall thereby discharge only pro tanto; that TENANT shall remain liable for any amounts that such sum shall be insufficient to pay; that LANDLORD may exhaust any or all rights and remedies against TENANT before resorting to said sum, but nothing herein contained shall require or be deemed to require LANDLORD to do so; LANDLORD shall not be required to pay TENANT any interest on said security deposit. Promptly upon demand by LANDLORD, TENANT shall deposit with LANDLORD such additional sum as may be necessary to replace any amounts expended therefrom by LANDLORD pursuant to the provisions hereof, so that there shall always be a security deposit in the sum first set forth above.

Provided that TENANT has performed all of its obligations hereunder, LANDLORD shall, within sixty (60) days after the expiration of the Term and TENANT's surrender of the Premises in compliance with the provisions of this Lease, return to TENANT the portion of the Security Deposit which was not applied to satisfy TENANT's obligations. The Security Deposit may be commingled with other funds, and no interest shall be paid thereon. If LANDLORD transfers its interest in the Premises and the transferee assumes LANDLORD's obligations under this Lease, then LANDLORD may assign the Security Deposit to the transferee and LANDLORD thereafter shall have no further liability for the return of the Security Deposit.

5. **OPERATING EXPENSES.**

- (1) Insurance. TENANT shall pay the cost of liability insurance in an amount not less than \$2,000,000. Landlord acknowledges that Tenant is a public agency and has certain immunity as provided under Florida Law. Landlord's insurance shall take this into account. Nothing in this Lease shall be construed as a waiver of Tenant's sovereign immunity or Tenant's limits of liability under section 768.28, Florida Statutes as amended from time to time.
- (2) Utility Services. Each unit is separately metered and any charges for sewer, water, electricity and any other utilities associated with the use of the Premises shall be the Tenant's responsibility and should be in the Tenant's name.

6. **USE OF PREMISES.** The TENANT will use and occupy the premises for the use of classrooms for the Monroe County Schools Career & Adult Education program and for no other use provided that the TENANT must comply with applicable governmental laws and the requirements of the LANDLORD's insurer. Since the LANDLORD has no knowledge as to the specifics of how the TENANT operates its business, the LANDLORD does not make any representations or warranties that the TENANT's intended use complies with the applicable laws or the LANDLORD's insurer's requirements and accordingly the TENANT assumes all risks and liabilities of compliance and shall comply with the requirements of the applicable governmental authorities, the LANDLORD's insurer's requirements as well as with any provision of this Lease. Notwithstanding anything in this Lease to the contrary, as between LANDLORD and TENANT, TENANT shall bear the risk of complying with Title III of the Americans With Disabilities Act of 1990, any state laws governing handicapped access or architectural barriers, and all rules, regulations, and guidelines promulgated under such laws, as amended from time to time (the "Disabilities Acts") in the Premises or entering the Premises. The Premises shall not be used for any use which is disreputable, creates extraordinary fire hazards, or results in an increased rate of insurance on the Building or its contents, or for the storage of any Hazardous Materials. Outside storage, including storage of trucks or other vehicles, is prohibited without LANDLORD's prior written consent. If, because of acts of TENANT or its employees or agents, or because TENANT vacates the Premises, the rate of insurance on the Building or its contents increases, then TENANT shall pay to LANDLORD the amount of such increase on demand, and acceptance of such payment shall not waive any of LANDLORD's other rights. TENANT shall conduct its business and control TENANT's employees and agents so as not to create any nuisance or unreasonably interfere with other tenants or LANDLORD in its management of the property.

7. **ASSIGNMENT.**

- (A) Prohibition. Without the written consent of LANDLORD, first obtained in each case, TENANT shall not assign, sublet, transfer, license, mortgage, pledge or otherwise encumber or dispose of this Lease during the term hereof, or underlet or otherwise grant the right of occupancy of the demised premises or any part thereof, or permit the premises to be occupied by any other persons or allow any other entity to become Tenant by merger, consolidation or other reorganization, whether directly or by operation of law (hereafter "Disposition").

- (B) Change in Ownership. Intentionally deleted.
- (C) Procedure to Obtain Consent. Intentionally deleted.
- (D) LANDLORD's Reimbursement. Intentionally deleted.

8. **PREPARATION OF THE PREMISES.** Unless otherwise provided for pursuant to an addendum to this Lease, the Premises and equipment are being delivered in an "AS IS" condition.

LANDLORD MAKES NO REPRESENTATION WHATSOEVER REGARDING THE PREMISES OR TENANT'S USE OR OCCUPANCY OF THE PREMISES. TENANT WAIVES, RELEASES, RENOUNCES AND LANDLORD DISCLAIMS ANY GUARANTIES AND ANY IMPLIED OR EXPRESSED WARRANTIES OF MERCHANTABILITY, LEASABILITY, HABITABILITY, FITNESS OR FITNESS FOR A PARTICULAR PURPOSE (INCLUDING, WITHOUT LIMITATION, ANY CLAIM FOR ANY DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING THEREFROM). LANDLORD HAS NOT MADE, NOR HAS TENANT RELIED ON, ANY REPRESENTATION AS TO CONDITION, SAFETY OR SECURITY OF THE PREMISES.

9. **ACCEPTANCE OF PREMISES.** It is expressly understood and agreed that the Premises, together with any and all fixtures, equipment, improvements, accessories and utilities located therein or thereon, are and shall be delivered to TENANT and accepted by TENANT in an AS IS and WHERE IS condition and that LANDLORD makes no warranties, representations or guarantees of any kind, nature or sort, express or implied, with respect to the Premises, including but not limited to, any and all fixtures, equipment, improvements, accessories and utilities located in or upon the Premises. LANDLORD shall have no responsibility or liability for loss or damage to fixtures, facilities or equipment installed on the Premises. By occupying the Premises as TENANT, or to install fixtures, facilities or equipment or to perform finishing work, TENANT shall be deemed to have accepted the same and to have acknowledged that the Premises are in the condition required by this Lease. TENANT certifies that it has inspected the Premises and TENANT's having taken possession of the demised premises shall be conclusive evidence that the demised premises were in good order and satisfactory condition on the day TENANT took possession. No promise of the LANDLORD to alter, repair, remodel or improve the demised premises and no representation respecting the condition of the demised premises have been made by the LANDLORD to the TENANT, unless the same is contained herein or made a part hereof, and the TENANT will make no claim on account of any representations whatsoever, whether made by any renting agent, broker, officer or other representative of LANDLORD or which may be contained in any circular, prospectus or advertisement relating to the demised Premises, unless the same is specifically set forth in this Lease.

10. **MAINTENANCE, ALTERATIONS, AND REPAIRS.**

- (A) TENANT's Maintenance Obligations. TENANT, at TENANT's sole cost and expense, shall keep and maintain in first class appearance, in a condition at least equal to, taking into account reasonable wear and tear, that which is required when TENANT initially opens the Premises for business, and in good and safe order, condition and repair as reasonably determined by LANDLORD (including replacement of parts and equipment, if necessary) the Premises and every part thereof and any and all appurtenances thereto wherever located. Without limiting the generality of the foregoing, TENANT, at its expense, agrees that from and after the date of possession, TENANT shall be responsible for all maintenance, repairs, and replacements to the interior of the Premises, including but not limited to, the interior of all walls, doors, windows, plate glass and showcases surrounding the Premises; the mechanical, plumbing, air conditioning, heating, and electrical equipment and systems servicing the Premises; and all other fixtures, appliances, grease traps, and facilities. Additionally, TENANT agrees to keep and maintain in good order and repair TENANT's parking spaces. Furthermore, TENANT, at its expense, shall make any and all repairs to the Premises as may be necessitated by any break-in, forcible entry or other trespass into or upon the Premises, regardless of whether or not such entry and damage is caused by the negligence or fault of TENANT or occurs during or after business hours. TENANT, at TENANT's sole cost and expense, shall promptly make all other repairs, replacements, renewals and restorations of the interior relating to the Premises. TENANT shall not, however, be responsible for repair of any damage caused by any act or negligence of LANDLORD, its employees or agents. TENANT shall be required to make repairs and alterations to the Premises, which may be required by any Laws. LANDLORD, without notice, may, but shall not be obligated to, perform TENANT's obligations and collect the cost of such work from TENANT as Additional Rent. TENANT shall not perform any acts or carry on any practices which may injure the Premises. TENANT shall keep the Premises, and the sidewalks adjacent to the Premises and loading areas allocated for the use of TENANT, clean and free from rubbish and dirt at all times. TENANT agrees that the plumbing facilities will not be misused and the cost of any damage so caused shall be borne solely by TENANT. LANDLORD shall only be required to make repairs to the roof, exterior facade and structural membrane of the Property, when determined to be necessary, in LANDLORD's reasonable discretion. TENANT agrees to provide regular maintenance and service (for example, without limitation, regular filter changes and fan replacement) to the heating and air conditioning and ventilating equipment in the Premises and to keep in full force and effect a standard maintenance agreement on all heating and air conditioning equipment serving the Premises. TENANT agrees to furnish a copy of such maintenance agreement to LANDLORD, upon request from time to time.
- (B) Alterations and Improvements by TENANT. TENANT shall make no alterations, additions, installations, substitutions, improvements or decorations in or to the Premises (including, without limitation, any alterations of the storefront, signs, structural alterations, or any cutting or drilling into any part of the Premises or any securing of any fixture, apparatus, or equipment of any kind to any part of the Premises), unless and until TENANT shall have caused plans and specifications to have been prepared, at TENANT's expense, by an architect or other duly qualified person, and TENANT shall have obtained LANDLORD's written consent. LANDLORD's consent shall not arbitrarily be withheld, but such consent shall be subject to and upon such terms and conditions as LANDLORD may require and stipulate in such consent, including without limitation, (a) physical and spatial limitations, (b) governmental approvals, (c) payment, (d) bonding to guarantee the

payment of contractors' fees, (e) indemnification, (f) liens, and (g) designation of approved contractors and subcontractors, (h) aesthetic considerations. This clause shall not be construed to mean that the LANDLORD shall allow any mechanics' liens upon the premises based upon work ordered by the TENANT. If such consent is given by LANDLORD, TENANT shall cause the work described in such plans and specifications to be performed, at TENANT's expense, promptly, efficiently, competently, and in a good and workmanlike manner by duly qualified or licensed persons or entities. Prior to beginning such work, TENANT shall provide LANDLORD with copies of the approvals and permits for the proposed work, signed and sealed copies of the construction plans and specifications, copies of construction contracts, copies of contractors' licenses, evidence of all required insurance, and such other information, and documentation as LANDLORD may require.

The LANDLORD during the various phases of construction by TENANT shall be entitled through LANDLORD's agent to examine the work as it progresses. Accordingly, the TENANT will cure any defective work brought to its attention by the LANDLORD.

In the event that TENANT fails to comply with any provisions of this entire Section ten (10), then the LANDLORD may enter upon the premises and make all necessary repairs, modifications and corrective work at TENANT's cost and expense, the same to be added to and payable at the earlier of the date that the next installment of rent is due or five days after the date the bill is received, such sums shall bear interest at the highest rate allowed by law from the date LANDLORD expended such sums to the date that they are repaid.

(i) In accordance with the applicable provisions of the Florida Mechanic's Lien Law and specifically Florida Statutes, Section 713.10, no interest of the LANDLORD in the Premises or in the underlying land shall be subject to liens for improvements made by TENANT, and TENANT shall notify any contractors, material men, subcontractors and other persons working on such improvements of this provision. TENANT hereby authorizes the LANDLORD to prepare and record, in the public records of the county where the Premises are located, a copy of this Lease or a summary thereof which sets forth the provisions contained herein regarding the limitation on the liability of the LANDLORD and the Premises for such claims, making the LANDLORD their attorney-in-fact for purposes of executing any such summary on behalf of the TENANT.

(ii) All TENANT's work (including alterations and other improvements) undertaken in the Premises by TENANT shall consist of new material installed in a workmanlike manner and in compliance with all applicable laws and regulations and shall be performed only by contractors or subcontractors who have been approved by LANDLORD in writing and who have complied with the TENANT's insurance standards specified in Section 15. Said work shall be at TENANT'S sole risk and expense and TENANT shall promptly pay all such expenses. TENANT agrees to indemnify and save harmless LANDLORD from all liability, expense, liens, claims or damages to either persons or property, including, without limitation, the Premises, stemming in any manner from such work. If any lien is filed by virtue of TENANT's work, TENANT shall cause the same to be discharged of record by payment, bond, order of court, or otherwise as required by law, within ten (10) days after notice by LANDLORD. LANDLORD may, at LANDLORD's option, cause such discharge and TENANT shall reimburse LANDLORD all their cost and expenses thereof upon billing for same. All such work including, without limitation, floor coverage, lighting, ventilating, heating and air conditioning equipment, wall coverings and store fronts shall, upon installation, attach to the freehold and become and remain LANDLORD's property. Notwithstanding the foregoing, LANDLORD may demand that TENANT remove any or all of such work, at TENANT's sole expense, upon termination of this Lease. If TENANT fails to remove such work within ten (10) days after termination of this Lease, LANDLORD may remove such work for TENANT's account. This subparagraph shall survive termination of the Lease. TENANT agrees not to undertake any TENANT's work without LANDLORD's prior written consent.

(iii) TENANT further agrees that TENANT will pay all of TENANT's contractors, subcontractors, mechanics, laborers, materialmen and all others, and will indemnify LANDLORD against any and all legal costs and charges, bond premiums for release of liens, and counsel fees reasonably incurred in the commencement of defense of any suit by the LANDLORD to discharge any liens, judgments or encumbrances against the premises caused or suffered by TENANT. It is understood and agreed between the parties hereto that the costs and charges referred to above shall be considered as rent due under the Lease payable upon demand.

11. **LIENS.**

- (A) **Prohibition.** In accordance with Chapter 713, Florida Statutes, the interest of LANDLORD in the Premises shall not be subject to liens for any improvements made by TENANT. In confirmation of the foregoing, nothing contained in this Lease shall be construed to subject the estate of LANDLORD in the Premises or the Property to liability under Construction Lien Law of the State of Florida, it being expressly understood that LANDLORD's estate shall not be subject to such liability. TENANT shall strictly comply with the construction lien law of the State of Florida. TENANT shall notify all contractors and other persons furnishing services or materials of this provision. All persons contracting with the TENANT for the doing of any work or the furnishing of any materials on or to the Premises, and all material men, contractors, mechanics and laborers, are hereby charged with notice that they must look to the TENANT only to secure payment of any bill for work done or materials furnished during the term of this Lease.
- (B) **Indemnification.** In the event that a claim of lien is filed against the Property in connection with any work performed by or on behalf of TENANT, TENANT shall satisfy such claim, or shall transfer the claim to security, within thirty (30) days from the date of the filing. In the event TENANT fails to satisfy or transfer such claim within the said thirty (30) day period, LANDLORD may do so and thereafter charge TENANT, as Additional Rent, all costs incurred by LANDLORD in connection with satisfaction or transfer of such claim, including attorneys' fees, which shall be

payable upon demand. Further, TENANT agrees to indemnify and hold LANDLORD harmless from and against any damage or loss incurred by LANDLORD as a result of such Claims of Lien, as stated in the previous Section.

12. **DELAY OF POSSESSION.** If the LANDLORD is unable to give possession of the demised premises on the date stipulated in Paragraph 1 hereof, as the commencement of the term hereof, by reason of the LANDLORD not having fully completed construction of the demised premises or the holding over of any prior TENANT or for any other reason; an abatement or diminution of the rent to be paid hereunder shall be allowed TENANT under such circumstances, but nothing herein shall operate to extend the term of this Lease beyond the expiration date; and said abatement in rent shall be the full extent of LANDLORD's liability to TENANT for any loss or damage to TENANT on account of said delay in obtaining possession of the premises. If LANDLORD is unable to give possession of the demised premises to TENANT within ninety (90) days next after the stipulated commencement of this Lease, then TENANT shall have the right to cancel this Lease upon written notice thereof delivered to LANDLORD within ten (10) days after the lapse of said ninety (90) day period; and upon such cancellation, LANDLORD and TENANT shall each be released and discharged from all, liability hereunder each to the other, and all moneys paid by TENANT pursuant hereto shall be immediately returned to TENANT, unless otherwise set forth herein. Failure by the TENANT to make timely delivery of said written notice of cancellation shall be conclusively deemed to constitute a waiver of TENANT's right to cancel as provided by this paragraph.

13. **DESTRUCTION OR DAMAGE.** In the event that the demised Premises shall be destroyed or damaged by fire or other casualty during the term of this Lease, whereby all or a part thereof shall be rendered untenable, then the LANDLORD shall have the right, to be exercised by notice to TENANT within thirty (30) days after casualty, to render such Premises tenable by repairs within one hundred eighty (180) days thereafter subject to extension for delays faced by LANDLORD due to adjustment of insurance proceeds, labor trouble, governmental controls, so-called acts of God or any other cause beyond LANDLORD's reasonable control. If said Premises are not rendered tenable within one hundred eighty (180) days, it shall be optional with either party hereto to cancel this Lease, by written notice to the other, and in the event of such cancellation the rent shall be paid only to the date of such fire or casualty and paid rent refunded. During any time that the demised Premises are untenable due to causes set forth in this paragraph, the rent or a just and fair proportion thereof shall be abated.

No damages, compensation or claim shall be payable by LANDLORD for inconvenience, loss of business or annoyance arising from any repair or restoration of any portion of the demised premises or of the building pursuant to this paragraph. If LANDLORD exercises its rights to restore premises, then LANDLORD shall use their best efforts to effect such repair or restoration promptly and in such manner as not unreasonably to interfere with TENANT's use and occupancy.

Notwithstanding any of the foregoing provisions of this paragraph, if LANDLORD, or the holder of any superior mortgage, as defined hereinafter, is unable to collect all of the insurance proceeds (including rent insurance proceeds) applicable to damage or destruction of the demised Premises or the building by fire or other cause, by reason of some action or inaction on the part of TENANT or any of its employees, agents contractors, then without prejudice to any other remedies which may be available against TENANT, there shall be no abatement of TENANT's rents, but the total amount of such rents not abated (which would otherwise have been abated) shall not exceed the amount of the uncollected insurance proceeds.

LANDLORD will not carry separate insurance of any kind on TENANT's property and, except as provided by law or by reason of its fault or its breach of any of its obligations hereunder, shall not be obligated to repair any damage thereto or replace the same; to the extent that TENANT shall maintain insurance on TENANT's property, LANDLORD shall not be obligated to repair any damage thereto or replace the same.

Notwithstanding anything contained herein to the contrary, if a Casualty damages the Premises and (1) LANDLORD estimates that the damage to the Premises cannot be repaired within the Repair Period, (2) the damage to the Premises exceeds 50% of the replacement cost thereof (excluding foundations and footings), as estimated by LANDLORD, and such damage occurs during the last two years of the Term, (3) regardless of the extent of damage to the Premises, the damage is not fully covered by LANDLORD's insurance policies (other than deductibles) or LANDLORD makes a good faith determination that restoring the Building would be uneconomical, or (4) LANDLORD is required to pay any insurance proceeds arising out of the Casualty to a LANDLORD's mortgagee and LANDLORD's mortgagee applies such insurance proceeds toward the repayment of any debt owed by LANDLORD to LANDLORD's Mortgagee rather than restoration of the Premises or Building, or (5) damage to the Premises or Building exceeds fifty percent (50%) or more of the rentable area of the Premises or Building notwithstanding that the Leased Premises may be unaffected by such fire or other cause then LANDLORD may terminate this Lease by giving thirty (30) days written notice of its election to terminate to TENANT.

TENANT hereby specifically acknowledges that a mandatory evacuation as a result of a hurricane shall not alone result in the abatement of rent as the Premises shall not be considered untenable unless damage from a casualty results in the space being unusable.

14. **COMPLIANCE WITH LAWS.** TENANT shall, during the entire term of this Lease, comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State, County and City Government, and of any and all their Departments and Bureaus, applicable to said Premises. TENANT agrees, at TENANT's own cost and expense, to comply with and execute all present and future governmental laws, ordinances, orders and regulations affecting the Premises and/or the use thereof, whether or not any such law, ordinance, order, rule, regulation or requirement is substantial, foreseen or unforeseen, ordinary or extraordinary, or shall necessitate structural changes or improvements or interfere with the use and enjoyment of the Premises. If any governmental license(s) or permit(s) shall be required for the proper and lawful conduct of TENANT's business or other activity carried on in the Premises, or if a failure to procure such a license or permit might or would in any way, adversely affect LANDLORD or the Premises, then TENANT, at TENANT's sole cost and expense, shall duly procure and thereafter maintain all such license(s) and permit(s) and submit the same for inspection by LANDLORD. TENANT shall pay when due all license fees, permit fees and charges of a similar nature for the conduct by TENANT or any subtenant or concessionaire or licensee of any business or undertaking authorized hereunder to be conducted in or from the Premises.

15. **INSURANCE AND INDEMNIFICATION.**

- (A) Insurance Coverage by TENANT. Subject to Paragraph 5(1) above and the Sovereign Immunity of Tenant Landlord may obtain on behalf of Tenant and pass said costs through to Tenant Commercial General Liability Insurance on an occurrence basis with minimum limits of liability in an amount of TWO MILLION (\$2,000,000.00) DOLLARS combined single limit for bodily injury, personal injury or death, damage to property, including water damage and sprinkler leakage legal liability and protecting against assumed or contractual liability under this lease with respect to the Premises (the dollar limitation set forth herein may be modified by LANDLORD in the event increased coverage is required by LANDLORD's mortgage holder); Tenant shall obtain the following insurances: (b) Fire Insurance, with extended coverage, and all risk insurance on TENANT's personal property (c) Flood Insurance, in an amount adequate to cover the full replacement value of all leasehold improvements, including all alterations, additions or improvements to the Premises, fixtures, contents, merchandise, furnishings, wall coverings, carpeting, drapes, equipment and all other items of TENANT's personal property in the Premises and business interruption in the event of fire or other casualty including theft; (d) Plate Glass Insurance covering all plate glass in the Premises; (e) workers' compensation coverage as required by law; (f) with respect to alterations, improvements and the like required or permitted to be made by Tenant hereunder, contingent liability and builder's risk insurance, in amounts satisfactory to LANDLORD; (g) intentionally deleted; (h) intentionally deleted; and (i) such insurance as may from time to time be required by city, county, state or federal laws, codes, regulations or authorities, together with such other insurance as is reasonably necessary or appropriate under the circumstances. The insurance coverage required under this Section shall, in addition, extend to any liability of TENANT arising out of TENANT's indemnities in this lease. Each policy shall name both the LANDLORD and the TENANT as parties insured thereby, insuring the parties against any such claim. The public liability insurance shall include premises and operations. TENANT agrees to deliver to LANDLORD before TENANT undertakes any work in the Premises and thereafter at least 15 days prior to the expiration of any such policy, either a duplicate original or a certified true copy of all policies procured. Insurance shall be written by one or more responsible insurance companies authorized to do business in the state where the Premises are located and said companies shall be reasonably satisfactory to LANDLORD (such insurance may be carried under a blanket policy covering the Premises and any other of TENANT's store(s) and shall name LANDLORD and TENANT as insureds, as their interest may appear, and shall contain endorsements that: (a) such insurance may not be canceled or amended with respect to LANDLORD (or its designee(s)), except upon 30 days prior to written Notice to LANDLORD (and such designee(s)) by the insurance company; (b) expressly waive any rights to subrogation by TENANT and TENANT's insurance company against LANDLORD; and (c) include fire, legal and contractual liability and plate glass coverage. TENANT shall carry such additional insurance as LANDLORD may reasonably require. The proceeds of such insurance, so long as this Lease remains in effect, shall be used to repair or replace the property so insured. The limits of such insurance shall not, under any circumstances, limit the liability of TENANT hereunder. In the event TENANT fails to procure, maintain, and/or pay for the insurance required by this Lease, at the times and for the durations specified in this Lease, LANDLORD shall have the right, but not the obligation, at any time and from time to time, and with reasonable notice to TENANT, to procure such insurance and/or pay for the premiums of such insurance, in which event TENANT shall repay LANDLORD immediately upon demand by LANDLORD as Additional Rent hereunder, all sums so paid by LANDLORD together with the interest at the Applicable Rate, together with any costs or expenses incurred by LANDLORD in connection therewith, without prejudice to any other rights or remedies of the LANDLORD under the Lease. Each policy evidencing the insurance to be carried by TENANT pursuant to this Lease shall contain a clause that such policy and the coverage evidenced thereby shall be primary with respect to any policies carried by LANDLORD and that any coverage carried by LANDLORD shall be excess insurance. Each such policy shall contain a provision that no act or omission of Tenant shall affect or limit the obligations of the insurance company to pay LANDLORD. Failure of TENANT to maintain the above-described insurance shall be considered a material breach of this Lease if not cured within seven (7) days of notice (whether written or verbal) to TENANT, and LANDLORD, in LANDLORD's sole and absolute discretion, may terminate this Lease immediately without having to resort to any further legal process.
- (B) Increase in Fire or Liability Insurance Premium. TENANT shall also comply with all rules, orders and regulations of the LANDLORD's insurer, for the prevention of fires and prevention of accidents as well as damage to property, all at TENANT's own cost and expense. If by reason of any failure of TENANT to comply with the provisions of this paragraph, the rate of fire insurance with extended coverage on the building or equipment or other property of LANDLORD or liability insurance shall be higher than it otherwise would be, TENANT shall reimburse LANDLORD, on demand, for that part of the premiums for fire insurance and extended coverage and liability insurance paid by LANDLORD because of such failure on the part of TENANT. TENANT also agree not to use the Premises for any purpose which would increase the cost of liability insurance or fire and extended coverage insurance on the building in which the Leased premises are located; over that which applies to normal retail space at the lowest rate. Any use of the Premises which would increase such rate must be approved by the LANDLORD before TENANT may use the premises for such purposes. In the event the use to which the Premises occupied by TENANT are used increases the insurance rates, then TENANT shall pay to the LANDLORD, as premiums are paid by LANDLORD, amounts equal to the increase caused by TENANT's use. TENANT's use and occupancy may not vitiate the insurance contract. The TENANT shall carry and fully pay for plate glass insurance coverage.
- (C) Indemnification. TENANT shall defend, indemnify and hold harmless LANDLORD from and against any and all loss, liability, damage or expense arising out or in connection with any accident or other occurrence on or about the Premises, and from all costs, liabilities, claims, charges, injuries, damages or expenses, including without limitation, attorneys' fees or other professionals' fees and

court costs (through all appellate levels), due to, arising out of or in connection with loss of life, personal injury, damage to property or any work done by, or act or omission of TENANT or their officers, partners, agents, servants, employees, customers, contractors, invitees, or licensees in or about the Premises, or due to, or arising out of or in connection TENANT's use or occupancy of the Premises or any breach by TENANT of any provision of this Lease. In case LANDLORD is made a party to any litigation commenced by or against TENANT, then TENANT shall protect and hold LANDLORD harmless and pay all cost and attorneys' fees incurred by LANDLORD in connection with such litigation, and any appeals thereof. ~~May need to be mutual~~

- (D) Exculpation of LANDLORD. Neither LANDLORD nor any agent or employee of LANDLORD shall be liable to TENANT for any injury or damage to TENANT or to any other person or for any damage to, or loss (by theft or otherwise) of, any property of TENANT or of any other person, irrespective of the cause of such injury, damage or loss, it being understood that no property, other than such as might normally be brought upon or kept in the premises as an incident to the reasonable use of the premises for the purposes herein permitted, will be brought upon or be kept in the premises. All property belonging to TENANT shall be there at the risk of TENANT, and LANDLORD shall not be liable for damage thereto or theft or misappropriation thereof. Neither the LANDLORD nor LANDLORD's agents or servants shall be liable for any damages caused by or growing out of any breakage, falling walls or ceilings, steam, electricity, water, rain, leakage (whether from the pipes, appliances, plumbing works, or from the roof, street, subsurface, or from any other place), or defective condition of electric wiring, air conditioning or heating pipes and equipment, closets, plumbing, appliances, sprinklers, other equipment, or other facilities, serving the Premises. Neither the LANDLORD, nor LANDLORD's agents or servants shall be liable for any damages caused by, or growing out of any defect in the Premises. LANDLORD shall not be responsible or liable for any defects, latent or otherwise, in any Building or improvements in the Premises or any of the equipment, machinery, utilities, appliances or apparatus therein, nor shall LANDLORD be responsible or liable at any time for loss of life, or injury or damage to any person or to any property or business of TENANT, or those claiming by, through, or under TENANT, caused by or resulting from the bursting, leaking, running, seeping, overflowing or backing up of water, steam, gas or sewage in any part of the Premises or from plumbing fixtures or from any failure of a defect in any electric line, circuit or facility, or on account of the interruption of any utility or utilities for maintenance or replacement, or caused by or resulting from the act of God or the elements, riots, labor disputes, acts of terrorism, declared and undeclared war, or resulting from any defect or negligence in the occupancy, construction, operation, maintenance, repair or use of any Buildings or improvements in the Premises, including the Premises, or any of the equipment, fixtures, machinery, appliances or apparatus therein. LANDLORD shall not be liable for any such damage caused by other tenants or persons in the Premises, occupants of property adjacent to the Building, or for damage caused by operations in construction of any private, public or quasi-public work.

- (E) Notice of Accident. TENANT shall give LANDLORD prompt written notice of any accident, fire or damage occurring on or to the Premises or to any defects therein or in any fixtures or equipment.

- (F) TENANT expressly acknowledges that all of the foregoing provisions of this Section shall apply and become effective from and after the date LANDLORD shall deliver possession of the Premises to TENANT in accordance with the terms of this Lease, and shall survive the expiration or sooner termination hereof and shall not terminate or be waived, diminished or affected in any manner. Wherever in this Lease, TENANT is obligated to "defend" LANDLORD, such defense shall be rendered by counsel designated by LANDLORD, notwithstanding TENANT's obligation to pay the costs of such defense.

16. EVENTS OF DEFAULT. The occurrence of any of the following shall constitute an event of default hereunder:

- (A) Intentionally deleted.
- (B) Intentionally deleted.
- (C) Failure of TENANT to pay any installment of rent hereunder or any other sum herein required to be paid by TENANT on its due date.
- (D) Vacation or desertion of the demised premises or permitting the same to be empty and unoccupied.
- (E) TENANT's failure to perform any non-monetary covenant or condition of this Lease within ten (10) days after written notice and demand, unless the failure is of such a character as to require more than ten (10) days to cure, in which event TENANT's failure to proceed diligently to cure such failure shall constitute an event of default.
- (F) Intentionally deleted.
- (G) Unauthorized assignment or transfer of the Lease as set forth in Paragraph 7 above.
- (H) TENANT fails to provide an estoppel certificate within fifteen (15) days after LANDLORD's request therefor.
- (I) Intentionally deleted.
- (J) Intentionally deleted.
- (K) Intentionally deleted.
- (L) Intentionally deleted.
- (M) Intentionally deleted.

17. RIGHTS OF LANDLORD UPON DEFAULT BY TENANT.

- (A) If the TENANT is in default as defined in sub-paragraphs A to M inclusive of Paragraph 16 then the LANDLORD, in addition to all rights and remedies granted under the laws of the State of Florida as the same exist or as may be amended, shall have any or all of the following rights:
- (i) Termination of Lease. Terminate this Lease by giving TENANT written notice thereof, in which event TENANT shall pay to LANDLORD the sum of (1) all Rent accrued hereunder through the date of termination; (2) all amounts due under Section 17(B), and and the

- amount specified in Paragraph 17(A)(iii) below. In addition to any other rights and remedies it may have, LANDLORD shall have the immediate right of re-entry and may remove all persons and property from the Leased Premises, and such property may be removed and stored in a public warehouse or elsewhere at the cost and for the account of TENANT, all without LANDLORD being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby;
- (ii) Termination of Possession. Terminate TENANT's right to possess the Premises without terminating this Lease by giving written notice thereof to TENANT, in which event TENANT shall pay to LANDLORD (1) all Rent and other amounts accrued hereunder to the date of termination of possession, (2) all amounts due from time to time under Section 17(B), and (3) all Rent and other net sums required hereunder to be paid by TENANT during the remainder of the Term, diminished by any net sums thereafter received by LANDLORD through reletting the Premises during such period, after deducting all costs incurred by LANDLORD in reletting the Premises. If LANDLORD elects to proceed under this Section 17(A)(ii), LANDLORD may remove all of TENANT's property from the Premises and store the same in a public warehouse or elsewhere at the cost of, and for the account of, TENANT, all without service of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby. However, notwithstanding anything to the contrary contained herein, LANDLORD shall have no duty to relet the Premises as an agent of TENANT and the failure of LANDLORD to relet the Premises shall not release or affect TENANT's liability for rent or for damages. Furthermore, LANDLORD shall not be obligated to relet the Premises before leasing other property and LANDLORD shall not be obligated to accept any prospective tenant proposed by TENANT unless such proposed tenant meets all of LANDLORD's leasing criteria. LANDLORD shall not be liable for, nor shall TENANT's obligations hereunder be diminished because of, LANDLORD's failure to relet the Premises or to collect rent due for such reletting. TENANT shall not be entitled to the excess of any consideration obtained by reletting over the Rent due hereunder. Reentry by LANDLORD in the Premises shall not affect TENANT's obligations hereunder for the unexpired Term; rather, LANDLORD may, from time to time, bring an action against TENANT to collect amounts due by TENANT, without the necessity of LANDLORD's waiting until the expiration of the Term. Unless LANDLORD delivers written notice to TENANT expressly stating that it has elected to terminate this Lease, all actions taken by LANDLORD to dispossess or exclude TENANT from the Premises shall be deemed to be taken under this Section 17(A)(ii). If LANDLORD elects to proceed under this Section 17(A)(ii), it may at any time elect to terminate this Lease under Section 17(A)(i);
 - (iii) Acceleration of Rent. Following a default, LANDLORD shall have the right to declare all Rents (including Additional Rents based on an average of such amounts for the preceding three years, if applicable) to be immediately due and payable for the remainder of the Term, as well as the above rights and all other remedies available under this Lease, at law or in equity;
 - (iv) Perform Acts on Behalf of TENANT. Perform any act TENANT is obligated to perform under the terms of this Lease (and enter upon the Premises in connection therewith if necessary) in TENANT's name and on TENANT's behalf, without being liable for any claim for damages therefor, and TENANT shall reimburse LANDLORD on demand for any expenses which LANDLORD may incur in thus effecting compliance with TENANT's obligations under this Lease (including, but not limited to, collection costs and legal expenses), plus interest thereon at the Default Rate;
 - (v) Alteration of Locks. Additionally, with or without notice, and to the extent permitted by Law, LANDLORD may alter locks or other security devices at the Premises to deprive TENANT of access thereto, and LANDLORD shall not be required to provide a new key or right of access to TENANT; or
 - (vi) Costs, Attorney's Fees. LANDLORD is entitled to recover all costs and reasonable attorneys' fee incurred by LANDLORD if LANDLORD places this Lease with an attorney to enforce the provisions hereof, whether suit is filed or not, or incurs any costs of any kind related to LANDLORD's pursuit of its remedies hereunder.
- (B) Upon any Event of Default, TENANT shall pay to LANDLORD all costs incurred by LANDLORD (including court costs and reasonable attorneys' fees and expenses) in (1) obtaining possession of the Premises, (2) removing and storing TENANT's or any other occupant's property, (3) repairing, restoring, altering, remodeling, or otherwise putting the Premises into the condition required by market conditions then prevailing so as to be reasonably acceptable to a new TENANT for a use consistent with the Permitted Use, provided that to the extent such costs are considered capital expenditures under generally accepted accounting principles consistently applied ("GAAP"), such costs shall be amortized over the useful life of such improvements as determined by GAAP, and TENANT shall be responsible hereunder for that portion of such amortized costs attributable to the Term of this Lease (as if the Term were not terminated), (4) if TENANT is dispossessed of the Premises and this Lease is not terminated, reletting all or any part of the Premises (including brokerage commissions, cost of tenant finish work, and other costs incidental to such reletting), (5) performing TENANT's obligations which TENANT failed to perform, and (6) enforcing, or advising LANDLORD of, its rights, remedies, and recourses arising out of the default. TENANT agrees to pay all costs and expenses of collection, any required fees for posting of a bond, and all attorney's fees for any part of said rental that may be collected by an attorney, suit, distress, or foreclosure together with interest on all such amounts at the highest rate allowed by law; and further, in the event that TENANT fails to promptly and fully perform and comply with each and every condition, covenant or obligation hereunder and the matter is turned over to LANDLORD's

attorney. TENANT shall pay LANDLORD its attorney's fees together with LANDLORD's administrative costs, whether suit is instituted or not. In the event TENANT goes into default hereunder and LANDLORD's attorney writes a notice to TENANT of TENANT's default, TENANT agrees that TENANT will pay to LANDLORD a minimum sum of Two Hundred Fifty Dollars (\$250.00) to cover the LANDLORD's administrative costs and attorney's fees.

- (C) LANDLORD's acceptance of Rent following an Event of Default shall not waive LANDLORD's rights regarding such Event of Default. No waiver by LANDLORD of any violation or breach of any of the terms contained herein shall waive LANDLORD's rights regarding any future violation of such term. LANDLORD's acceptance of any partial payment of Rent shall not waive LANDLORD's rights with regard to the remaining portion of the Rent that is due, regardless of any endorsement or other statement on any instrument delivered in payment of Rent or any writing delivered in connection therewith; accordingly, LANDLORD's acceptance of a partial payment of Rent shall not constitute an accord and satisfaction of the full amount of the Rent that is due.
- (D) The parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of LANDLORD and TENANT, TENANT's use or occupancy of the Demised Premises, and/or any claim of injury or damage. In the event LANDLORD commences any proceedings for non-payment of rent or additional rent, TENANT will not interpose any counterclaim of any nature or description in any such proceedings. This shall not, however, be construed as a waiver of the TENANT's right to assert such claims in any separate action or actions brought by the TENANT.
- (E) TENANT hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of TENANT being evicted or dispossessed for any cause, or in the event of LANDLORD obtaining possession of the demised premises, by reason of violation by TENANT of any of the covenants or conditions of this Lease, or otherwise.
- (F) The remedies herein provided are cumulative in nature and accordingly no court shall determine that the LANDLORD has elected one remedy as the exclusive remedy over any other remedy provided for pursuant to this Lease.

18. **SUBORDINATION.** This Lease, and all rights of TENANT hereunder, are and shall be subject and subordinate to all mortgages which may now or hereafter affect the demised premises and to each and every advance made or hereafter to be made under such mortgages, and to all renewals, modifications, replacements and extensions of such mortgages, and spreaders and consolidations of such mortgages (which mortgages are sometimes collectively referred to herein for convenience as the "superior mortgage"). Additionally, LANDLORD expressly reserves the right at any time to place liens and encumbrances on and against the Building and leased premises. This paragraph shall be self-operative and no further instrument of subordination shall be required to make it effective, however, TENANT shall promptly execute and deliver any instrument reasonably requested to evidence which subordination.

- (A) TENANT agrees that in the event of any act or omission by the LANDLORD which would give TENANT the right to terminate this Lease, or to claim a partial or total eviction, TENANT shall not exercise any such right until he has notified in writing the holder of any such mortgage which at the time shall be a lien on the demised Premises of such act or omission.
- (B) If the lessor of any such ground lease or the holder of any such mortgage shall succeed to the rights of LANDLORD under this Lease, then at the request of such party so succeeding to LANDLORD's rights and upon such successor LANDLORD's written agreement to accept TENANT's attornment, TENANT shall attorn to such successor LANDLORD and will execute such instruments as may be necessary or appropriate to evidence such attornment. Upon such attornment, this Lease shall continue in full force and effect as, or as if it were a direct Lease between the successor LANDLORD and TENANT upon all the terms, conditions and covenants as are set forth in this Lease and shall be applicable after such attornment except that the successor LANDLORD shall not (i) be liable for any previous acts of omission of LANDLORD under this Lease; (ii) be subject to any offset, not expressly provided for in this Lease, which shall have theretofore accrued to TENANT against LANDLORD; and (iii) be bound by any previous modification of this Lease, not expressly provided for in this Lease, or by any previous prepayment of more than one (1) month's fixed rent unless such modification or prepayment shall have been expressly approved in writing by such LANDLORD or such holder through or by reason of which the successor LANDLORD shall have succeeded to the rights of LANDLORD under this Lease.
- (C) TENANT shall deliver to LANDLORD or to its mortgagee or auditors, or prospective purchaser of the owner of the fee, when requested by LANDLORD, a certificate to the effect that this Lease is in full force and that LANDLORD is not in default therein, or stating specifically any exceptions thereto. Failure to give such a certificate within five (5) business days after written request shall be conclusive evidence that the Lease is in full force and effect and LANDLORD is not in default and in such event, TENANT shall be estopped from asserting any default known to TENANT at that time. Furthermore, in the foregoing event, TENANT hereby irrevocably appoints LANDLORD as attorney in fact for TENANT with full power and duties to execute and deliver in the name of TENANT any such instruments or certificates, and LANDLORD may at its option cancel this Lease without incurring any liability on account thereof, and the Term hereby granted is expressly limited accordingly.
- (D) If any mortgagee requires a modification of this Lease, and such modification will not result in any increased cost or expense to TENANT, or in any other way substantially alter the rights of TENANT hereunder, TENANT shall, upon LANDLORD's request, execute an appropriate instrument effecting such modification.

19. **WAIVER.** The failure of either the LANDLORD or TENANT to insist in any one or more instances upon the strict performance of any one or more of the obligations of this Lease, or to exercise any right or election herein contained, shall not be construed as a waiver or relinquishment for the future of the performance of such or more

obligations of this Lease or of the right to exercise such election, but the same shall both continue and remain in full force and effect with respect to any subsequent breach, act or omission. No payment by TENANT or receipt by LANDLORD of a lesser amount than the monthly rental, or monthly additional rental, shall be deemed to be other than on account of the earliest rent then unpaid, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent or additional rent, be deemed an accord and satisfaction, and LANDLORD may accept such check or payment without prejudicing LANDLORD's right to recover the balance of such rent or pursue any other remedy provided in this Lease.

20. **BROKER.** Intentionally deleted.

21. **NOTICES.** Any notice, statement, demand or other communication required or permitted to be given or made by either party to the other, pursuant to this Lease or pursuant to any applicable law, shall be in writing and shall be deemed to have been properly given and made if delivered or sent by registered, certified mail, return receipt requested addressed to the other party at the address hereinabove set forth, or delivered to the demised premises in the case of the TENANT, or at such other address as may hereafter be designated by either party by notice to the other. Either party, by notice given as aforesaid, may designate a different address or addresses for notices, statements, demands or other communications intended for it.

22. **RULES AND REGULATIONS.** Intentionally deleted.

23. **DISCLOSURE.**

- (A) Radon is a naturally occurring radioactive gas that, when it has accumulated in building in sufficient quantities, may present health risk to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. This notice is given pursuant to Section 404.056(8) Florida Statutes.
- (B) Monroe County is a flood prone area. TENANT should contact the Monroe County Planning and Building Department and your Insurance Agent to determine the rates and availability of flood insurance, which may be difficult and expensive to obtain.

24. **TRANSFER BY LANDLORD.** In the event that the interest or estate of LANDLORD in the Premises shall terminate by operation of law or by bona fide sale of the premises or by execution or foreclosure sale, or for any other reason, then and in any such event LANDLORD shall be released and relieved from all liability and responsibility as to obligations to be performed by LANDLORD hereunder or otherwise. In such event LANDLORD's successor, by acceptance of rent from TENANT hereunder, shall become liable and responsible to TENANT and Broker in respect to all such obligations of LANDLORD under this Lease.

This Lease may be assigned by the LANDLORD in which case, the TENANT, upon request by the LANDLORD, shall issue a letter stating that the Lease is in full force and effect and that there are no setoffs or claims or other defenses to rent, provided that no such setoffs or claims exist at that time.

TENANT agrees, not later than five (5) days following the request of LANDLORD, to execute and deliver to LANDLORD, without charge, a written declaration, in form satisfactory to LANDLORD: (i) ratifying this lease; (ii) confirming the commencement and expiration dates of the term of this Lease; (iii) certifying that TENANT is in occupancy of and has accepted the Premises; and (iv) stating such other information, including without limitation, such financial information concerning TENANT and TENANT's business operations (and the Guarantor, if any) as may be reasonably requested by LANDLORD or any mortgagee or prospective mortgagee or purchaser of the Premises. TENANT further agrees to execute and deliver, within five (5) days after request therefor, similar declarations from time to time as and when requested by LANDLORD, LANDLORD's existing or prospective mortgage lenders and purchasers, and each of such parties shall be entitled to rely upon such written declaration made by TENANT. In the event TENANT shall fail or refuse to execute and deliver to LANDLORD the estoppel information required in this Paragraph within five (5) days after LANDLORD's written request therefor, TENANT hereby irrevocably appoints LANDLORD as attorney-in-fact for TENANT with full power and authority to execute and deliver such instruments for and in the name of TENANT, and/or LANDLORD may treat such failure on the part of TENANT as an Event of Default. Without limiting the preceding sentence, if TENANT does not deliver such estoppel information to LANDLORD within such five (5) day period, LANDLORD and any prospective purchaser or encumbrancer, may conclusively presume and rely upon the following facts: (i) that the terms and provisions of this Lease have not been changed except as otherwise presented by LANDLORD; (ii) that this Lease had not been canceled or terminated except as otherwise represented by LANDLORD; (iii) that not more than one month's rent or other charges have been paid in advance; and (iv) that LANDLORD is not in default under this Lease. In such event, TENANT shall be estopped from denying the truth of such facts.

25. **CONDEMNATION.** In the event any portion of demised Premise is taken by any condemnation or eminent domain proceeding or should a portion of the demised Premises be conveyed in lieu of such taking and this Lease continues in force as to any part of the demised Premises remaining, as hereinafter provided, the Base Monthly Rental herein specified to be paid shall be ratably reduced according to the area of the demised Premises which is actually taken, as of the date of such taking, and TENANT shall be entitled to no other consideration by reason of such a taking and any damages whatsoever suffered by TENANT and occasioned by such taking and shall not entitle the TENANT to share to any extent in any and all income, rent, awards, or any interest therein whatsoever which may be made in connection with such a taking and TENANT do hereby relinquish and assign to LANDLORD all TENANT's rights and equities in and to any such income rent, awards or any interest therein.

In the event of a partial taking of the building, either by condemnation, eminent domain or conveyance in lieu thereof, LANDLORD may elect to terminate this Lease if the remaining area of the building shall not be reasonably sufficient for LANDLORD to continue feasible and economical operation of the remaining portion of the building, in the LANDLORD's sole discretion. In the event that the LANDLORD elects to terminate the TENANT's

Lease then the rent shall be pro-rated and adjusted as of such date of termination.

Should all the demised Premises be so taken, this Lease shall terminate as of the date of such a taking and in that event TENANT shall be entitled to no damages or any consideration by reason of such taking, except the cancellation and termination of this Lease as of the date of said taking.

26. PEACEFUL POSSESSION. So long as TENANT pays all of the fixed rent and additional rent and charges due hereunder and performs all of TENANT's other obligations hereunder, TENANT shall peaceably and quietly have, hold and enjoy the demised premises throughout the term of this Lease, without interference or hindrance by LANDLORD or any person claiming by, through or under the LANDLORD.

27. ACCESS, CHANGES IN BUILDING FACILITY'S NAME. Except for the inside surfaces of all walls, windows and doors bounding the demised premises, all of the building, including exterior building walls, core corridor walls and doors and any core corridor entrance, any terraces or roofs adjacent other demised premises, and any space in or adjacent to the demised premises used for shafts, stacks, pipes, conduits, fan rooms, ducts, electric or other utilities, sinks or other building facilities, and the use thereof, as well as access thereto through the demised Premises for the purposes of operation, maintenance, decoration and repair, are reserved to LANDLORD.

TENANT shall permit LANDLORD to install, use and maintain pipes, ducts and conduits within the demising walls, bearing columns and ceilings of the demised Premises. Absent an emergency, LANDLORD agrees that this work will be scheduled with and supervised by TENANT.

LANDLORD or LANDLORD's agents shall have the right, upon request, to enter and/or pass through the demised Premises or any part thereof, at reasonable times during reasonable hours (i) to examine the demised Premises and to show them to the fee owners, lessors, holders of superior mortgages, or prospective purchasers, or mortgagees and (ii) for the purpose of making such repairs or changes or doing such repainting in or to the demised Premises or in or to the building or its facilities as may be provided for by this Lease or as may be mutually agreed upon by the parties or as LANDLORD may be required to make by law or in order to repair and maintain the building or its fixtures or facilities. LANDLORD shall be allowed to take all materials into and upon the demised Premises that may be required for such repairs, changes, repairing or maintenance, without liability to TENANT. LANDLORD shall also have the right to enter on and/or pass through the demised Premises, or any part thereof, at such times as such entry shall be required by circumstances of emergency affecting the demised Premises or the building.

During the period commencing twelve (12) months prior to the end of the term hereof, LANDLORD may exhibit the demised Premises to prospective TENANT, upon advance and proper notification to TENANT.

LANDLORD reserves the right, at any time, without incurring any liability to TENANT therefor, to make such changes in or to the building and the fixtures and equipment thereof, as well as in or to the street entrances, halls, passages, elevators, escalators and stairways thereof, as it may deem necessary or desirable.

LANDLORD may adopt any name for the building. LANDLORD reserves the right to change the name or address of the building at any time.

28. SURRENDER, HOLDING OVER. On the last day of the term of this Lease, or upon any earlier termination of this Lease, or upon any re-entry by LANDLORD upon the demised Premises, TENANT shall peaceably and without notice of any sort, quit and surrender the demised premises to LANDLORD in good order, condition and repair, except for ordinary wear and tear and such damage or destruction as LANDLORD are required to repair or restore under the terms of this Lease, and TENANT shall remove all of TENANT's property therefrom. TENANT specifically agrees that in the event TENANT retains possession and does not so quit and surrender the demised premises to LANDLORD, then TENANT shall pay to LANDLORD (i) all damages that LANDLORD may suffer on account of TENANT's failure to so surrender and quit the demised Premises, and TENANT will indemnify and save LANDLORD harmless from and against any and all claims made by succeeding TENANT of the demised Premises against LANDLORD on account of delay of LANDLORD in delivering possession of the demised Premises to said succeeding TENANT to the extent that such delay is occasioned by the failure of TENANT to so quit and surrender said premises, and (ii) rent for each month or any applicable portion of a month of such holding over at twice the amount payable for the month immediately preceding the termination of this Lease, during the time the TENANT thus remains in possession. No payments of money by TENANT after expiration of this Lease or the earlier termination of this Lease will reinstate, continue, or extend the Lease Term; reduce the liability of TENANT to LANDLORD for damages; or affect any termination notice given by LANDLORD to TENANT. The provisions of this paragraph do not waive any of the LANDLORD's rights of re-entry or any other right under the terms of this Lease. If TENANT shall fail to surrender the premises as herein provided, no new tenancy shall be created and TENANT shall be guilty of unlawful detainer. No surrender of this Lease or of the Premises shall be binding on the LANDLORD unless acknowledged by LANDLORD in writing.

29. FIXTURES AND PERSONAL PROPERTY.

- (A) All trade fixtures and equipment installed by TENANT in the Premises shall remain the personal property of TENANT. TENANT may, at the expiration of the Term, remove all its personal property that is removable without injury to or defacement of the Premises, provided all Rents are paid in full and TENANT is not otherwise in default under this Lease and further provided, that any damage to the Premises resulting from such removal shall be simultaneously repaired at TENANT's expense. All improvements to the Premises by TENANT, including but not limited to, HVAC systems, light fixtures, floor coverings and partitions, but excluding trade fixtures and signs, shall become the property of LANDLORD upon the expiration or earlier termination of this Lease.
- (B) In addition to any lien rights and security interests granted to LANDLORD under Florida Law, TENANT hereby grants to LANDLORD a lien and security interest on all property of TENANT now or hereafter placed in or upon the Premises, including but not limited to office furniture and equipment, inventory, communications equipment and other movable personal property owned or leased by TENANT, and such property shall be and remain subject to such lien and security interest of LANDLORD for payment of all rent and other sums agreed to be paid by TENANT under this Lease. This Lease shall constitute a security agreement under and subject to the Florida Uniform Commercial Code ("U.C.C.") so that LANDLORD shall have and may enforce a security interest

on all property of TENANT now or hereafter placed in or on the Premises. TENANT agrees to execute as debtor such U.C.C. financing statement or statements as LANDLORD now or hereafter may request in order to perfect LANDLORD's security lien on any fixtures and improvements placed in the Premises. LANDLORD may at its election at any time file a copy of this Lease as a financing statement. Notwithstanding the above, LANDLORD shall neither sell nor withhold from TENANT, TENANT's business records.

30. **UTILITIES.** The TENANT shall be solely responsible for and promptly and timely pay all charges (including deposits, connection charges, assessments and impact fees) for use or consumption of all utility services used or consumed within the Premises, including but not limited to the City of Key West, Keys Energy Services and the Florida Keys Aqueduct Authority. If any such charges are not paid when due, LANDLORD may, at its option, pay the same, and any amount so paid by LANDLORD shall thereupon become due to LANDLORD from TENANT as Additional Rent. Failure of TENANT to pay the above-described utilities shall be considered a material breach of this Lease and LANDLORD, if said default is not cured within thirty (30) days after the due date, in LANDLORD's sole and absolute discretion may terminate this Lease immediately without having to resort to any further legal process.

LANDLORD shall not be liable to TENANT for any interruption in the service of any utility. No interruption or failure of such utilities or services shall relieve TENANT from the obligation to pay the full amount of rent and other charges reserved in this Lease, nor shall the same constitute a constructive or other eviction of TENANT. LANDLORD shall not be liable in damages or otherwise for any interruption in the supply of any utility to the Premises nor shall any such interruption constitute any ground for an abatement of any of the rents reserved hereunder. TENANT shall not at any time overburden or exceed the capacity of the mains, feeders, ducts, conduits or other facilities by which such utilities are supply to, distributed in, or serve the Premises. If TENANT desires to install any equipment which shall require additional utility facilities or utility facilities of a greater capacity than the facilities to be provided by LANDLORD, such installation shall be subject to LANDLORD's prior written approval of TENANT's plans and specifications therefore. If approved by LANDLORD, TENANT agrees to pay LANDLORD, on demand, the cost for providing such additional utility facilities or utility facilities of greater capacity.

TENANT shall provide LANDLORD with copies of paid utility bills each month upon request.

31. **COMMON AREAS.** If applicable, with the exception of the use of the common areas for walking to and from the demised Premises, the TENANT, the TENANT's employees, guests and invitees shall not use any of the common areas surrounding the demised Premises for any other purposes.

All facilities furnished by LANDLORD and designated for the general use, in common, with other occupants of the project, including TENANT, their officers, agents, employees and customers, including, but limited to any of the following which may have been furnished by LANDLORD: parking areas, driveways, entrances and exits thereto, pedestrian sidewalks and ramps, landscaped areas, and other similar facilities, and all areas which are located on the Property and which are not leased to TENANTS shall at all times be subject to the exclusive control and management of LANDLORD, and LANDLORD shall have the right from time to time to change the area, level, location and arrangement of such facilities; to restrict parking by TENANTS and their employees to parking areas; and to limit the number of parking spaces to be allocated and used by a specific TENANT, its' employees, invitees or guests; and to make all rules and regulations necessary for the proper operation and maintenance of the common facilities. LANDLORD reserves the right to initiate steps to control the parking utilization through gates, access cards, hang-tags or other means as appropriate. Notwithstanding the foregoing, LANDLORD shall not be responsible for enforcing TENANT's parking rights against third parties.

32. **SIGNS.** TENANT will not exhibit, inscribe, paint or affix any sign, advertisement, notice or other lettering on any part of the outside of the Demised Premises or of the building of which the Demised Premises are a part, or inside the Demised Premises if visible from the outside, or the common areas without first obtaining the written approval of LANDLORD, which shall not be unreasonably withheld. In the event LANDLORD consents to TENANT displaying signage, TENANT, at TENANT's expense, will have the right to install its signage package, so long as TENANT's sign plans are approved by the applicable local government authorities and LANDLORD. LANDLORD agrees to support TENANT in its effort to maximize signage potential above TENANT's premises. TENANT further agree to maintain such sign, lettering, etc., as may be approved, in good condition and repair at all times. All signs placed in or on the Demised Premises shall comply with the "Sign Criteria" in accordance with the provisions of the regulations of any applicable governmental agencies.

33. **ADDITIONAL CONSTRUCTION.** LANDLORD hereby reserves the right at any time and from time to time to make alterations or additions to the Building, and to build adjoining the same; LANDLORD also reserves the right to construct other or to add to other buildings or improvements on the property, and to permit others to do so, from time to time. LANDLORD also reserves the right to construct other buildings or improvements. TENANT agrees to cooperate with LANDLORD in order for LANDLORD to accomplish such alterations, additions or construction.

34. **LANDLORD'S LIABILITY.** The liability of LANDLORD (and its partners, shareholders or members) to TENANT (or any person or entity claiming by, through or under TENANT) for any default by LANDLORD under the terms of this Lease or any matter relating to or arising out of the occupancy or use of the Premises and/or other areas of the property shall be limited to TENANT's actual direct, but not consequential, damages therefor and shall be recoverable only from the interest of LANDLORD in the property, and, to the extent actually received by LANDLORD (thus excluding amounts paid to LANDLORD's Mortgagees), insurance proceeds and condemnation awards, and LANDLORD (and its partners, shareholders or members) shall not be personally liable for any deficiency. Additionally, TENANT hereby waives any statutory lien it may have under applicable Law. Therefore, notwithstanding any provision in this Lease to the contrary, TENANT agrees that TENANT shall look solely to LANDLORD's interest under this Leasehold estate in the event of any default or breach by LANDLORD with respect to any of the terms and provisions of this Lease on the part of the LANDLORD to be performed or observed, and no other assets of LANDLORD shall be subject to levy, execution, or other judicial process or ward for the satisfaction of TENANT's claim.

35. **PARTIAL INVALIDITY.** If any provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each provision of this Lease shall be severable and valid and enforceable to the fullest extent permitted by law.

36. **CONSTRUCTION, APPLICABLE LAW.** The words "LANDLORD" and "TENANT" as used herein shall include the plural as well as the singular. Words used in masculine gender include the feminine and neuter. If there is more than one LANDLORD or TENANT, the obligations imposed hereunder upon the LANDLORD or TENANT, shall be joint or several. The section headings or titles in this Lease are not a part hereof and shall have no effect upon the construction or interpretation of any part hereof. This Lease shall be construed and enforced under the laws of the State of Florida and venue shall be exclusively in Key West, Monroe County, Florida. Should any provisions of this Lease be declared illegal or unenforceable under such laws, it or they shall be considered severable and this Lease and its conditions shall remain in force and be binding upon the parties hereto just as though the illegal or unenforceable provisions had never been included herein.

37. **ATTORNEYS' FEES.** In the event of litigation in connection with this Lease, the prevailing party shall be entitled to recover from the losing party as part of an order, judgment, or award that may be rendered all of the prevailing party's costs and expenses of such litigation, including without limitation reasonable attorneys' fees and costs, through and including all trial and appellate levels and post-judgment proceedings.

38. **FORCE MAJEURE.** If either party shall be delayed, hindered or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor trouble, inability to procure material, failure of power, riots, insurrection, war or other reasons of like nature not the fault of the party delayed, in performing work or doing acts required under this Lease, the period for the performance of any such act shall be extended for a reasonable period. LANDLORD shall not be deemed in default with respect to the performance of any of the terms, covenants and conditions of this Lease if same shall be due to any of the foregoing. Notwithstanding the foregoing, the provisions of this Paragraph shall at no time operate to excuse TENANT from any obligations for payment of Rent, Additional Rent, or any other payments required by the terms of this Lease when due, and all such amounts shall be paid when due.

39. **SUCCESSORS.** Except as otherwise expressly provided, the terms of this Lease shall be binding upon and shall inure to the benefit of the successors, legal representatives and assigns, respectively, of LANDLORD and TENANT. Each term and each provision of this Lease to be performed by TENANT shall be construed to be both a covenant and a condition. The reference contained to successors and assigns is not intended to constitute consent to any proposed assignment by TENANT.

40. **AUTHORITY.** TENANT (if a corporation, partnership or other business entity) hereby represents and warrants to LANDLORD that TENANT is a duly formed and existing entity qualified to do business in the state in which the Premises are located, that TENANT has full right and authority to execute and deliver this Lease, and that each person signing on behalf of TENANT is authorized to do so.

41. **AMENDMENTS OR MODIFICATIONS.** No amendment or modification of this Lease or any consents or permissions of LANDLORD required under this Lease shall be valid or binding unless reduced to writing and executed by the party against whom enforcement is sought.

42. **EASEMENTS.** LANDLORD reserves the right to grant any easements on, over, under and above the property on which the Premises is located for such purposes as LANDLORD determines in its sole discretion, provided that such easement will not materially adversely interfere with TENANT's business.

43. **SOLICITATION.** TENANT and TENANT's employees and agents shall not solicit business in the common areas, nor shall TENANT distribute any handbills or other advertising matter in the common areas, which would unreasonably interfere or disturb other tenants. TENANT shall only solicit business and distribute advertising material within the lease Premises, but at no point beyond the Premises, unless LANDLORD consents to the same.

44. **NO OFFER.** The submission of this Lease to Tenant shall not be construed as an offer, and Tenant shall not have any rights under this Lease unless LANDLORD executes a copy of this Lease and delivers it to Tenant.

45. **HAZARDOUS SUBSTANCES.**

- (A) The term "Hazardous Substances", as used in this Lease, shall include, without limitation, flammables, radioactive materials, asbestos, polychlorinated biphenyls (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority.
- (B) Tenant shall not cause or permit to occur: (i) Any violation of any federal, state or local law, ordinance, or regulation now or hereafter enacted, related to environmental conditions on, under or about the Premises or arising from TENANT's use or occupancy of the Premises, including, but not limited to, soil and ground water conditions; or (ii) the use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substance without LANDLORD's prior written consent, which consent may be withdrawn, conditioned or modified by LANDLORD in its sole and absolute discretion in order to insure compliance with all applicable Laws (hereinafter defined), as such Laws may be enacted or amended from time to time.
- (C) With respect to any environmental clean-up activities:

- (i) TENANT shall, at TENANT's own expense (a) comply with all laws regulating the use, generation, storage, transportation or disposal of Hazardous Substances ("Law"); and (b) make all submissions to, provide all information required by, and comply with all requirements of, all governmental authorities (the "Authority(ies)") under the Laws.
- (ii) Should any Authority or any third party demand that a clean-up plan be prepared and a clean-up be undertaken because of any deposit, spill, discharge or other release of Hazardous Substances that occurs during the term of this Lease, at or from the Premises or which arises at any time from Tenant's use or occupancy of the Premises, then Tenant shall, at Tenant's own expense, prepare and submit the required plans and all related bonds and other financial assurances and Tenant shall carry out all such clean-up plans.
- (iii) TENANT shall promptly provide all information regarding the use, generation, storage, transportation or disposal of Hazardous Substances that is requested by LANDLORD. If TENANT fails to fulfill any duty imposed under this Paragraph within thirty (30) days following its request, LANDLORD may proceed with such efforts, and in such cases TENANT shall cooperate with LANDLORD in order to prepare all documents LANDLORD deems necessary or appropriate to determine the applicability of the Laws to the Premises and TENANT's use thereof and for compliance therewith and TENANT shall execute all documents promptly upon LANDLORD's request and any expenses incurred by LANDLORD shall be payable by TENANT as Additional Rent. No such action by LANDLORD and no attempt made by LANDLORD to mitigate damages under any law shall constitute a waiver of any of TENANT's obligations under this Paragraph 45.
- (D) TENANT shall indemnify, defend and hold harmless LANDLORD, its respective officers, directors, beneficiaries, shareholders, partners, agents and employees from all fines, suits, procedures, claims and actions of every kind and all costs associated therewith, including attorneys' and consultants' fees, arising out of or in any way connected with any Hazardous Substances on the Premises or any failure by TENANT to perform its obligations hereunder.

46. **ENTIRE AGREEMENT.** This Lease contains the entire agreement between the parties hereto and all previous negotiations leading hereto, and no agent, representative, salesman or officer of LANDLORD has authority to make or has made any statement, agreement or representation, either oral or written, in connection herewith, which would modify or change the terms and conditions set forth in this Lease.

47. **MISCELLANEOUS.**

- (A) A facsimile copy of this Lease and any signatures hereon shall be considered for all purposes an original. This Lease may be executed in several counterparts and all counterparts so executed shall constitute the agreement of the parties notwithstanding that they are not signatory to the original or to the same counterpart. A counterpart may be delivered via telecopy and the telecopy received will be deemed to be an original.
- (B) Intentionally deleted.
- (C) Whenever TENANT requests LANDLORD to take any action not required of it hereunder or give any consent required or permitted under this Lease, TENANT will reimburse LANDLORD for LANDLORD's reasonable, out-of-pocket costs payable to third parties and incurred by LANDLORD in reviewing the proposed action or consent, including reasonable attorneys', engineers' or architects' fees, within 30 days after LANDLORD's delivery to TENANT of a statement of such costs. TENANT will be obligated to make such reimbursement without regard to whether LANDLORD consents to any such proposed action.
- (D) LANDLORD and TENANT agree that each provision of this Lease for determining charges and amounts payable by TENANT (including provisions regarding Additional Rent and Tenant's Proportionate Share of Taxes and Insurance Costs) is commercially reasonable and satisfies any applicable Law that may require LANDLORD to give TENANT a statement of the amount of the charge or a method by which the charge is to be computed.
- (E) Time is of the essence with respect to each provision of this Lease.

LANDLORD AND TENANT EXPRESSLY DISCLAIM ANY IMPLIED WARRANTY THAT THE PREMISES ARE SUITABLE FOR TENANT'S INTENDED COMMERCIAL PURPOSE, AND TENANT'S OBLIGATION TO PAY RENT HEREUNDER IS NOT DEPENDENT UPON THE CONDITION OF THE PREMISES OR THE PERFORMANCE BY LANDLORD OF ITS OBLIGATIONS HEREUNDER, AND, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, TENANT SHALL CONTINUE TO PAY THE RENT, WITHOUT ABATEMENT, DEMAND, SETOFF OR DEDUCTION, NOTWITHSTANDING ANY BREACH BY LANDLORD OF ITS DUTIES OR OBLIGATIONS HEREUNDER, WHETHER EXPRESS OR IMPLIED. NOTHING IN THIS PARAGRAPH SHALL BE CONSTRUED TO DIMINISH THE OBLIGATIONS OF LANDLORD THAT ARE EXPRESSLY SET FORTH ELSEWHERE IN THIS LEASE.

IN WITNESS WHEREOF, the LANDLORD and TENANT have duly signed and executed these presents
on this ____ day of _____, 20__.

Signed, sealed and delivered in the presence of:

LANDLORD:

Witness as to LANDLORD

By: _____
Marc A. Harden

Printed Name of Witness

Date: _____

Witness as to LANDLORD

Printed Name of Witness

Signed, sealed and delivered in the presence of:

TENANT:
Monroe County Schools Career & Adult Education

Witness as to TENANT

By: _____

Printed Name of Witness

Date: _____

Witness as to TENANT

Printed Name of Witness

DEPARTMENT/PROJECT NAME		CENTER NUMBER					BUDGET PROPOSAL FOR NEXT YEAR			
ACCOUNT INFORMATION										
ACCOUNT DESCRIPTION	ACCOUNT NUMBER					2016-2017 PROPOSED BUDGET	DETAIL DESCRIPTION AND BREAKDOWN	PROPOSED VS. CURRENT INCR(DECR)	JUSTIFICATION COMMENT	
	Fund	Func	Object	Center	Project					
								-		
TRAVEL	0110	5400	0330	9103	0001	10,000.00	Teacher Training/ACE of Florida New ABE and ESOL Standards (College and Career Readiness Standards)	1,331.00		
RENTALS	0110	5400	0360	9103	0001	85,500.00	Copier/Building Rent	81,500.00	*Pending Relocation Plan	
RENT-LICENSE,PU	0110	5400	0362	9103	0001	12,000.00	Burlington English \$15,360, CASAS \$1,100., GED Academy \$2,500, FOCUS Fees \$10,000, FATDEC \$7000), TABE \$4200, ALEKS FUNDING ALSO IN 8460	(22,198.00)		
POSTAGE	0110	5400	0372	9103	0001	750.00	FedEx and Postage	-		
OTHER PURCHASED	0110	5400	0390	9103	0001			-		
OPS-ADVERTISING	0110	5400	0393	9103	0001			-		
OTHER PURCHASED	0110	5400	0396	9103	0001			(315.00)		
SUPPLIES	0110	5400	0510	9103	0001	1,418.78	Supplies	(2,602.23)		
TEXTBOOKS	0110	5400	0520	9103	0001	2,500.00	ESOL/GED/FICAPS Curriculum	2,230.37		
NON CAPITALIZED	0110	5400	0622	9103	0001			-		
CAPITAL FURN,FI	0110	5400	0641	9103	0001	2,500.00		2,500.00		
NON CAPITAL FUR	0110	5400	0642	9103	0001	2,500.00		2,500.00		
CAPITALIZED COM	0110	5400	0643	9103	0001	2,500.00		(3,792.06)		
NON-CAPITALIZED	0110	5400	0644	9103	0001	2,500.00		(9,223.62)		
NON CAPITALIZED	0110	5400	0692	9103	0001			(352.00)		
DUES AND FEES	0110	5400	0730	9103	0001	1,000.00	ACE of Florida	(976.00)		
MISCELLANEOUS E	0110	5400	0790	9103	0001			-		
TRAVEL	0110	6110	0330	9103	0001			-		
TRAVEL	0110	6120	0330	9103	0001	5,000.00	ACE of Florida and Career Pathways Conferences/Focus	5,000.00		
TRAVEL	0110	6300	0330	9103	0001	12,000.00	WEDDAC, ACE of Florida Conferences, DirectorAE and CTE s Meetings, FACTE, IPDAE Professional Development, FOCUS PD	(453.83)		
RENTALS	0110	6300	0360	9103	0001					
DUES AND FEES	0110	6300	0730	9103	0001	2,500.00	ACE of Florida, FACTE, IPDAE	200.00		
COMMUNICATIONS-	0110	7900	0370	9103	0001	1,450.00		-		
CELL PHONE	0110	7900	0371	9103	0001			-		
OPS-OTHER PURCH	0110	7900	0396	9103	0001	360.00	Exterminator	-		
								-		
								-		
								-		
CLASSROOM TEACH	0110	5300	0120	9103	0002			(3,900.00)		

RETIREMENT	0110	5300	0210	9103	0002					(2,720.83)	
SOCIAL SECURITY	0110	5300	0220	9103	0002					(2,813.65)	
WORKERS' COMPEN	0110	5300	0240	9103	0002					(991.90)	
UNEMPLOYMENT CO	0110	5300	0250	9103	0002					-	
OTHER PERSONAL	0110	5300	0750	9103	0002					(32,837.00)	
CLASSROOM TEACH	0110	5400	0120	9103	0002	335,270.00		Dash, Ricki, Josephson, Michelle, Murphy, Vinson, C., Goldman, Smith, Bertolini, RN TBD, Hospitality TBD		20,415.00	
RETIREMENT	0110	5400	0210	9103	0002	25,212.30				(2,113.07)	
SOCIAL SECURITY	0110	5400	0220	9103	0002	25,648.16				(2,588.39)	
GROUP INSURANCE	0110	5400	0230	9103	0002	41,683.14				(136.20)	
WORKERS' COMPEN	0110	5400	0240	9103	0002	9,052.29				(913.54)	
UNEMPLOYMENT CO	0110	5400	0250	9103	0002					-	
OTHER PERSONAL	0110	5400	0750	9103	0002					(54,250.00)	
DATA SUPPORT	0110	6110	0160	9103	0002	-		Data Support Position - currently vacant		-	
RETIREMENT	0110	6110	0210	9103	0002	-				-	
SOCIAL SECURITY	0110	6110	0220	9103	0002	-				-	
GROUP INSURANCE	0110	6110	0230	9103	0002	-				-	
WORKERS' COMPEN	0110	6110	0240	9103	0002	-				-	
UNEMPLOYMENT CO	0110	6110	0250	9103	0002					-	
OTHER CERTIFIED	0110	6120	0130	9103	0002	31,250.00		Certified School Counselor - Carly Gordon		(4,718.69)	
RETIREMENT	0110	6120	0210	9103	0002	2,417.68				(233.19)	
SOCIAL SECURITY	0110	6120	0220	9103	0002	2,459.48				(122.33)	
GROUP INSURANCE	0110	6120	0230	9103	0002	5,735.04				0.01	
WORKERS' COMPEN	0110	6120	0240	9103	0002	868.05				(103.08)	
UNEMPLOYMENT CO	0110	6120	0250	9103	0002					-	
CLASSROOM TEACH	0110	6300	0120	9103	0002					-	
OTHER CERTIFIED	0110	6300	0130	9103	0002	42,750.00		Director - Melanie Stefanowicz		(4,230.20)	
OTHER SUPPORT P	0110	6300	0160	9103	0002	81,000.00		Admin Asst. - DeLuna & Moran & Spec. Mindy Vinson		17,889.87	
RETIREMENT	0110	6300	0210	9103	0002	9,306.00				1,192.37	
SOCIAL SECURITY	0110	6300	0220	9103	0002	9,466.88				1,504.58	
GROUP INSURANCE	0110	6300	0230	9103	0002	29,482.96				8,482.08	
WORKERS' COMPEN	0110	6300	0240	9103	0002	3,341.25				465.51	
UNEMPLOYMENT CO	0110	6300	0250	9103	0002					-	
										-	
OTHER SUPPORT P	0110	7300	0160	9103	0002					-	
RETIREMENT	0110	7300	0210	9103	0002					-	
SOCIAL SECURITY	0110	7300	0220	9103	0002					-	
GROUP INSURANCE	0110	7300	0230	9103	0002					-	
WORKERS' COMPEN	0110	7300	0240	9103	0002					-	

UNEMPLOYMENT CO	0110	7300	0250	9103	0002					-	
								799,422.00		799,422.00	
AE/COSM/TABE/GED/ESOL										-	
CLASSROOM TEACH	0110	5300	0120	9103	8460					-	
RETIREMENT	0110	5300	0210	9103	8460					-	
SOCIAL SECURITY	0110	5300	0220	9103	8460					-	
GROUP INSURANCE	0110	5300	0230	9103	8460					-	
WORKERS' COMPEN	0110	5300	0240	9103	8460					-	
UNEMPLOYMENT CO	0110	5300	0250	9103	8460					-	
SUPPLIES	0110	5300	0510	9103	8460					(1,830.00)	
TEXTBOOKS	0110	5300	0520	9103	8460					(1,500.00)	
OTHER PERSONAL	0110	5300	0750	9103	8460					-	
TRAVEL	0110	5400	0330	9103	8460					-	
RENTALS	0110	5400	0360	9103	8460					(66,000.00)	
RENT-LICENSE,PU	0110	5400	0362	9103	8460					-	
POSTAGE	0110	5400	0372	9103	8460					-	
OTHER PURCHASED	0110	5400	0396	9103	8460					-	
SUPPLIES	0110	5400	0510	9103	8460					(670.00)	
UNIFORMS	0110	5400	0517	9103	8460					-	
TEXTBOOKS	0110	5400	0520	9103	8460					-	
DUES AND FEES	0110	5400	0730	9103	8460					-	
										-	
										-	
										722,047.99	
Grand total								799,422.00			

\$25,266.00
 \$0.00
 \$1,720.00

 \$0.00
 \$1,660.00
 \$28,646.00

\$ 799,422.00
 \$ 799,422.00

0.00 #REF!

Panel: _____

F501. Budget Query - Acct

Year: 2016

L P Prd

Acct: FUND.FUNC.OBJT.CNTR.PROJ

X A 12

. .0360.9103.0001

Summ:

FUND.FUNC.OBJT.CNTR.PROJ	Budgeted	Available	%Rem
0110.5400.0360.9103.0001	17500.86	12500.86	71.43

TOTAL

17500.86

12500.86 71.43

1=Hlp 3=Exit 4=Prpt 5=Refr

7=Bwd 8=Fwd

11=View 12=Esc

No additional records.

Sys 06/08/2016 16:36:03 AEMS9103