



MARTIN COUNTY

BOARD OF COUNTY COMMISSIONERS

2401 S.E. MONTEREY ROAD • STUART, FL 34996

| | | | |
|-----------------------------|--------------------------|--------------------------|--|
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| STACEY HETHERINGTON | Commissioner, District 2 | SARAH W. WOODS | County Attorney |
| HAROLD E. JENKINS II | Commissioner, District 3 | | |
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February 19, 2021

Jill Strumpf
President
Bruce Strumpf, Inc.
2120 Drew Street
Clearwater, FL 33765
jillstrumpf@brucestrumpf.com

Re: Martin County Lease of 11734 SE Federal Hwy, Hobe Sound, FL 33455

Dear Ms. Strumpf,

Please accept this letter as Martin County's written notice of its intent to exercise the second, and final five (5) year option of the lease which will begin on October 31, 2021 and expire on October 31, 2026. As per section 19.01 of the lease, the rent for years 16-20 shall be one hundred fifty-one thousand seven hundred thirty-four dollars and no cents (\$151,734.00), payable in equal monthly installments of twelve thousand six hundred forty-four dollars and no cents (\$12,644.00).

Should you need anything further, please feel free to let me know.

Thank you,


Mandee Johns, F.R.P.,
Certified Paralegal

**FIRST AMENDMENT
TO LEASE AGREEMENT WITH**

**HOBE SOUND-1, LLC
AND
MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS**

THIS FIRST AMENDMENT, made this 15 day of August, 2016, between **HOBE SOUND-1, LLC**, a Florida limited liability company, having its principal office at 19950 W Country Club Dr., #904, Aventura, FL 33180 (hereinafter referred to as the "LANDLORD") and **MARTIN COUNTY**, a political subdivision of the State of Florida, having its principal office at 2401 SE Monterey Road, Stuart, Florida, 34996 (hereinafter referred to as the "TENANT").

RECITALS:

WHEREAS, LANDLORD AND TENANT, entered into a lease (hereinafter the "Lease") dated July 27th, 2004, for certain premises located in Island Crossing Shopping Center-Phase 2 in Hobe Sound, Florida, and

WHEREAS, the term of the Lease is scheduled to expire on October 31, 2016

WHEREAS, LANDLORD AND TENANT desire to exercise the first option extending the Lease term for a period of five (5) years on the terms and conditions hereinafter set forth:

NOW THEREFORE, in consideration of the foregoing and in further consideration of the mutual covenants contained herein the parties agree as follows:

1. LANDLORD and TENANT acknowledge and agree that the foregoing recitals are true, correct, accurate, in proper form and fully binding upon them in all respects, which recitals in their entirety are hereby incorporated in this First Amendment.
2. The first option of extending the Lease for a five (5) year term (years 11-15), commencing on November 1, 2016 shall hereby be exercised and shall expire October 31, 2021.
3. The Annual minimum rent during first five year option years 11-15 shall be One Hundred Twenty-Five Thousand Four Hundred and no/100 (\$125,400) Dollars, payable in equal monthly installments of Ten Thousand Four Hundred Fifty and no/100 (\$10,450) Dollars
4. There is one remaining option to renew for five (5) years commencing November 1, 2021 at annual minimum rent of \$151,734 as more particularly set forth in Section 19.01 of the Lease.
5. Except as specifically amended hereby, the Lease shall remain in full force and effect as originally written.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this First Amendment to Lease upon the terms and conditions stated on the day and year first written above.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA


CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER


ANNE SCOTT, CHAIR

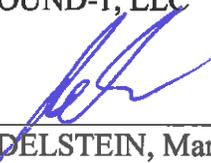
APPROVED AS TO FORM & LEGAL
SUFFICIENCY:


MICHAEL D. DURHAM, COUNTY ATTORNEY

WITNESSES:

HOBE SOUND-1, LLC


Signature
Alexander Nussenbaum
Print Name


JOEL EIDELSTEIN, Managing Member

Signature

Print Name

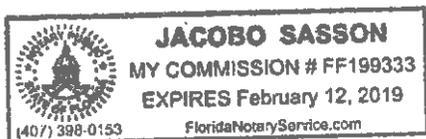
STATE OF FLORIDA
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 15 day of August, 2016, by Joel Eidelstein, Managing Member of Hobe Sound-1, LLC, a Florida limited liability company, on behalf of the company. Who is personally known to me or has produced a driver's license issued within the past 5 years as identification.

NOTARY SEAL



Notary Public



ISLAND CROSSING - PHASE 2
SHOPPING CENTER LEASE

THIS LEASE, entered into this 27th day of July, 2004, between **HOBE SOUND-1, LLC**, called "LANDLORD", and **MARTIN COUNTY**, a political subdivision of the State of Florida, herein called "TENANT".

WITNESSETH:

SECTION 1.01 - Leased Premises.

In consideration of the rents, covenants and agreements hereafter reserved and contained on the part of the Tenant to be observed and performed, the Landlord does hereby lease to Tenant, those certain premises hereafter to be erected in Island Crossing Shopping Center - Phase 2 (herein called "Island Crossing - Phase 2"), located at Bridge Road & U.S. Highway One, Hobe Sound, Martin County, Florida, which premises consists of an area containing approximately 7,600 square feet, herein called the "leased premises", together with the right to use the Common Areas described herein. The boundaries and location of the leased premises are outlined on the site plan of the Shopping Center, attached hereto as Exhibit "A", and made a part hereof. All dimensions shall be measured from the center line of interior walls and from the exterior face of exterior walls.

SECTION 1.03 - Length of Term.

The term of this Lease shall be for ten (10) years and zero (0) months, following the commencement of the rent and term as provided in Section 1.04 hereof, subject to a termination option exercisable by Tenant, as set forth in Section 20.01 hereof.

SECTION 1.04 - Commencement of Rent and Term.

The term of this Lease and Tenant's obligation to pay rent shall commence on the 30th day after Landlord shall have notified Tenant that: 1) the leased premises are ready for commencement of Tenant's work; 2) landlord has tendered possession of the leased premises to Tenant; and 3) Tenant has obtained all permits and licenses necessary to do Tenant's work and open for business at the leased premises; however, in no event later than ninety (90) days from the completion of items 1 and 2 above. Should the term of this Lease and the Tenant's obligation to pay rent commence on a day other than the first day of a month, then the term of this Lease shall continue in full force and effect for the period from the commencement date hereof to the first day of the calendar month next succeeding, plus the period of time set forth in Section 1.03 hereof; provided, however, that the Tenant shall pay rent for the fractional month on a pro-rata basis (calculated on the basis of a thirty day month) and same shall be due and payable on the commencement date and thereafter the fixed monthly rate in advance. All other monthly payments hereunder shall likewise be calculated and paid on such pro-rata basis for any fractional month.

SECTION 1.05 - Failure of Tenant to Open for Business.

In the event that: 1) the Tenant receives notice that the leased premises are ready for occupancy; 2) landlord has tendered possession of the leased premises to Tenant; and 3) Tenant has obtained all permits and licenses necessary to do Tenant's work and open for business at the leased premises (which shall be no later than ninety (90) days from the completion of items 1 and 2 herein), as herein defined and fails to take possession and to open the leased premises for business, within the time herein provided, then Tenant shall be in default and the Landlord shall have, in addition to any remedies herein provided, the right at its option to collect all rents and other consideration provided for herein, for each and every day that the Tenant shall fail to commence to do business as herein provided.

SECTION 1.06 - Excuse of Landlord's Performance.

Anything in this agreement to the contrary notwithstanding, neither the Landlord nor Tenant shall not be deemed in default with respect to failure to perform any of the terms, covenants and conditions of this Lease, if same shall be due to any strike, lockout, civil commotion, war-like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain any material, service or financing, through Act of God or other cause beyond the control of the Landlord or Tenant as the case may be. If construction of the Shopping Center is not commenced within one (1) year after the date on which this Lease shall be completely executed, or if construction of the Shopping Center is not completed within 18 months from the date of commencement, this Lease shall thereupon terminate and the parties shall be released and discharged from any and all liability hereunder.

SECTION 2.01 - Minimum Annual Base Rent.

During years 1 through 5 of the lease term Tenant agrees to pay Landlord, as fixed minimum rent the sum of One Hundred Fourteen Thousand and 00/100 (\$114,000.00) Dollars per annum, plus Florida sales tax. The fixed minimum annual rent plus sales tax during the term of this Lease shall be payable by the Tenant in equal monthly installments of Nine Thousand Five Hundred and no/100 (\$9,500) Dollars, on or before the first day of each month, in advance, at the office of the Landlord or at such other place designated by Landlord, without any deduction or set-off whatsoever, and shall be paid as described on the schedule of rent and other charges, which is attached as Exhibit "F" and made a part hereof.

SECTION 2.01(a) - Rent Credit.

As part of the consideration for Tenant entering into this lease Landlord shall provide a rent credit to Tenant in an amount to be determined which shall equal the actual cost to Tenant of rents and "pass-throughs" to be paid by Tenant under leases (the "Market Place Leases") between Tenant and Hobe Sound SC Company, LTD. for leased spaces located in Hobe Sound Market Place Shopping Center ("Market Place"), from the date Tenant vacates the space in the Market Place until the date of expiration of Tenant's leases at Market Place. Copies of the Market Place leases are attached hereto and made a part hereof and Exhibits G-1 and G-2. Said rent credit shall be applied on a monthly basis against the rent and additional rents payable under this Lease. "Pass-throughs" shall mean all common area expenses payable by Tenant under the terms of

the Market Place Leases including but not necessarily limited to Tenant's pro rata share of Common Area Maintenance charges, Insurance on the Common Area and Common Improvements and Taxes on the Common Areas and Common Improvements. It is the intent of the Parties hereto that the Tenant be reimbursed by rent credit for all monies expended by Tenant pursuant to the Marketplace Leases for the period of time starting on the day Tenant relocates its offices from Market Place Center to the leased premises in Island Crossings Shopping Center, until the expiration of both of the Market Place Leases.

SECTION 2.02 (a) - Lease Year.

The term "lease year" as used herein shall mean consecutive twelve month periods, commencing on each January 1st during the term of this Lease. In the event that the term of this Lease commences on a date other than January 1st or expires on a date other than December 31st, the first and last years shall be partial lease years and in such case the first partial lease year shall commence on the date of the commencement of the term of this Lease, expire on December 31st next following, and the last partial lease year shall commence on the last January 1st occurring during the term of this Lease and shall expire on the expiration date of this Lease.

SECTION 2.02 (b) - Increases in Fixed Minimum Annual Rent.

Commencing with the sixth (6th) year of the initial Lease term, the minimum annual rent shall be increased by ten (10%) percent over the prior year's rent for the succeeding five (5) year period. The net fixed minimum annual rent established shall be considered the new minimum annual rent for lease years 6-10. Annual minimum rent during years 6-10 shall be One Hundred Twenty-Five Thousand Four Hundred and no/100 (\$125,400) Dollars, payable in equal monthly installments of Ten Thousand Four Hundred Fifty and no/100 (\$10,450) Dollars.

SECTION 2.03 - Real Estate and Improvement Assessments.

(a) Tenant shall pay as additional rent, during the term of this Lease, its proportionate share of all ad valorem, and real estate taxes levied or assessed by any lawful authority against all of the land, buildings and all other improvements and betterments which are now or hereafter becomes a part of Phase 2 of the Shopping Center. The proportionate share of any and each tax assessment applicable to the leased premises shall be calculated by multiplying the real estate taxes for the year then under consideration by a fraction, the numerator of which shall be the number of square feet contained in the leased premises and the denominator of which shall be the aggregate number of square feet of leasable building space in Phase 2 of the Shopping Center, included in the assessment on which the subject real estate taxes were calculated by the taxing authority. In the event any governmental authority having jurisdiction shall levy any assessment against the real estate which is now or hereafter becomes a part of the Shopping Center for public betterments or improvements, Tenant shall also pay to Landlord as additional rent, its proportionate share of such assessment which proportionate share shall be calculated by multiplying the total assessment by the same fraction as stated in the preceding sentence. Landlord shall have the option to take the benefit of the provisions of any statute or ordinance permitting any such assessment for public betterments or improvements to be paid over a period of time, in which case the Tenant shall be obligated to pay that portion of the assessment and any

interest accruing thereon, which shall become due and payable during the term of this Lease. Nothing herein contained shall be construed to include within the term "taxes" or "assessments" any inheritance, estate, succession, transfer, gift, franchise, corporation or income taxes that is or may be imposed upon Landlord; provided, however, that if at any time prior to or during the term of this Lease the methods of taxation prevailing at the date of this Lease shall be altered so that in addition to, in lieu of, or as a substitute for the whole or any part of the taxes or assessments now levied, assessed or imposed on real estate as such there shall be levied, assessed or imposed (i) the same shall be included in the computation of taxes and assessments under this Section 2.03, but only in such amounts as would be payable to Landlord if the Shopping Center was the only property of Landlord subject to such taxes or fees. Landlord shall estimate the taxes referred to in this Section 2.03, and, Tenant shall pay one twelfth (1/12) thereof, monthly, in advance, together with the payment of fixed minimum annual rent. After the end of each lease year, Landlord shall furnish Tenant a statement of the actual taxes, and there shall be an adjustment between Landlord and Tenant with payment to or repayment by Landlord as the case may require, to the end that Landlord shall receive the entire amount of Tenant's annual share for such period. Any delay or failure of the Landlord in computing or billing for additional rent as herein above provided, shall not constitute a waiver of or in anyway impair the continuing obligation of Tenant to pay such additional rent.

(b) Should any governmental authority require that a tax, other than the taxes and assessment referred to in subsection (a) of this Section 2.03, be paid by Tenant but collected by Landlord, for and on behalf of such governmental authority, the same shall be paid by Tenant to Landlord, and be collectable by Landlord, and the payment thereof enforced in the same manner as is provided for the enforcement of payment of the fixed minimum rent hereunder; and for the purposes of enforcing payment thereof, the same shall be deemed additional rent hereunder, payable monthly.

(c) Landlord shall have the sole, absolute and unrestricted right, but not the obligation to contest the validity or amount of any taxes or assessments referred to in this Section 2.03 by appropriate proceedings, and if Landlord shall institute any such contests, it shall have the sole, absolute and unrestricted right to settle any such contest, proceeding or action upon whatever terms Landlord may, in its sole discretion, determine. If Landlord shall receive any refund of such taxes or assessments (and provided Tenant is not then in default of any of the terms of this Lease) Landlord shall credit such proportion of such refund as shall be allocatable to the payments of taxes and assessments actually made by Tenant (less costs, expenses and attorneys fees incurred in connection with such contest) against the next succeeding payments of taxes and assessments due from Tenant.

SECTION 2.04 - Sales, Use and Rent Taxes.

Tenant shall pay directly to the taxing authority any sales tax on rent and/or CAM charges.

SECTION 2.05 - Insurance Premiums.

Tenant shall pay as additional rent during the term of this Lease, its proportionate share of the Landlord's insurance premiums on or in respect to the Shopping Center, including, but not limited to, public liability, property damage, all risk perils, and rent

insurance, if carried by Landlord. The proportionate share of insurance premiums applicable to the leased premises shall be calculated by multiplying the Landlord's insurance premiums for that year by a fraction, the numerator of which shall be the number of square feet contained in the leased premises and the denominator of which shall be the aggregate number of square feet of leasable building space in the Shopping Center. Landlord shall estimate the insurance in advance, together with the payment of fixed minimum annual rent. After the end of each lease year Landlord shall furnish Tenant a statement of the actual insurance premiums, and there shall be an adjustment between Landlord and Tenant, with payment to or repayment by Landlord, as the case may require, to the end that Landlord should receive the entire amount of Tenant's annual share for such period.

SECTION 2.06 - Control of Common Areas by Landlord.

All automobile parking areas, driveways, entrances and exits thereto, and other facilities furnished by Landlord to Tenant in or near the Shopping Center, including employee parking areas, truck way or ways, loading docks, package pick-up stations, pedestrian sidewalks and ramps, landscaped areas, exterior stairways, first-aid stations, comfort stations and other areas and improvements provided by Landlord for general use, in common, of tenants, their officers, agents, employees and customers, shall at all times be subject to the exclusive control and management of Landlord. Landlord shall have the right to construct, maintain and operate lighting facilities on all said areas and improvements, to police the same, from time to time to change the area, level, location and arrangement of parking areas and other facilities herein above referred to, provided such changes or arrangements do not materially adversely affect the visibility of, access to, or parking available to the leased premises; to restrict parking by tenants, their officers, agents and employees to employee parking areas.

SECTION 2.06(A) - Exclusive Parking Rights.

Tenant shall have exclusive use of the seven (7) existing parking spaces located at the rear of the Premises to be constructed. Tenant shall also have exclusive use of three (3) parking spaces located directly in front of the Premises for use by Sheriff's Deputies and for Driver's License purposes. Tenant shall have the right to erect and maintain signs designating these parking spaces for exclusive use by Tenant.

SECTION 2.07 - Tenant to Bear Pro-Rata Share of Shopping Center Operating Cost.

(a) In each lease year or partial lease year, as defined herein, Tenant will pay to Landlord, in addition to the rentals specified in Article II hereof, as additional rent, a proportion of the Shopping Center's operating cost, as hereinafter defined, calculated by multiplying the total operating cost by a fraction, the numerator of which shall be the number of square feet contained in the leased premises and the denominator of which shall be aggregate number of square feet of leasable building space in the Shopping Center (pro-rated for any prior fractional lease year). Increases in Tenant's share of CAM after the first lease year shall be capped at 2% annually. Such payment shall be made as provided under Section 2.07(c).

Notwithstanding the two (2%) percent CAM cap set forth above, shall not apply to insurance or real estate taxes, which items shall be based on the actual annual amount billed to the property.

(b) For the purpose of this Section 2.07 the "Shopping Center's operating cost" means all costs and expenses incurred by Landlord for the operation and maintenance of the land and the building and the plazas, parking areas, landscaping, sidewalks, curbs, and other appurtenances thereto (collectively, "Landlord's Property"), including all costs and expenses incurred as a result of Landlord's compliance with any of its obligations hereunder, provided, however, that Shopping Center operating cost shall not include the initial construction costs of the Shopping Center or the cost of other capital improvements. Tenant's portion of the operating expenses shall be calculated by multiplying said cost by a fraction, the numerator of which shall be the number of square feet of leasable space contained in the leased premises and the denominator of which shall be the number of square feet of leasable space in the Shopping Center, payable as provided in Section 2.07(c). Said cost and expense shall specifically include, without limitation;

(i) Gross salaries and wages medical, surgical and general welfare benefits (such as group life, medical and disability insurance) and pension payments, fringe benefits (such as vacation, holiday and other allowances), payroll- taxes, workmen's compensation, union benefits paid by employer, unemployment insurance, social security and other taxes of or with respect to employees of Landlord and independent contractors engaged in the maintenance and/or operation;

(ii) Payments made to Landlord's employees and to independent contractors for maintenance and/or operation, including, by way of illustration but not limitation, maintenance and/or operation with regard to plumbing, heating, electrical, ventilating and air conditioning systems of Landlord's property, and payments for all cleaning, security and landscaping services;

(iii) The cost of all charges for gas, electricity, air conditioning, water, sewer, rents and refuse and rubbish removal, and any taxes on any of the same;

(iv) The cost of all rent, casualty, liability, property damage, indemnification, plate glass, multi-risk and other insurance covering Landlord and/or all or any portion of Landlord's property;

(v) The cost of repairs, made by Landlord, at its expense;

(vi) Management fees, not to exceed 10% of other Shopping Center operating cost;

(vii) Any taxes not actually billed to Tenant pursuant to Section 2.03 hereof ("Real Estate Taxes"),

(viii) Accounting expenses for all statements with respect to Landlord's property, including the "Statements" herein below required under this Article, and attorney's fees and fees to disbursements attendant to such expenses and fees.

(ix) Line painting, depreciation on machinery and equipment owned and used in such maintenance or the rental charges and equipment, and the cost of personnel to implement such services, to direct parking and to police the common facilities, including watchmen and security personnel.

"Common facilities" means all areas, space, equipment and special services provided by Landlord for the common or joint use and benefit of the occupants of the Shopping Center, their employees, agents, servants, customers and other invitees, including without limitation, parking areas, access roads, driveways, retaining walls, landscaped areas, truck service ways, loading docks, pedestrian malls, courts, stairs, ramps and sidewalks, comfort and first-aid stations, washrooms, community hall or auditorium (if any) and parcel pick-up stations.

(c) Landlord shall estimate the Shopping Center's operating cost referred to in this Section 2.07, and Tenant shall pay one-twelfth (1/12) thereof monthly in advance, together with the payment of minimum annual rent. After the end of each lease year Landlord shall furnish Tenant a statement of the actual Shopping Center's operating cost and there shall be an adjustment between Landlord and Tenant, with payment to or repayment by Landlord, as the case may require, to the end that Landlord shall receive the entire amount of Tenant's annual share for such period, or, at Landlord's option, any overpayment by Tenant shall be credited on account of the next succeeding payment by Tenant of such operating costs. Tenant shall request such statement of operating cost in writing and Landlord shall have sixty (60) days, after Tenant's request is received, to supply Tenant said operating statement.

SECTION 2.08 - Additional Rent.

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

SECTION 2.09 – Termination By Nonappropriation. In the event Tenant does not appropriate sufficient funds for the payment of the rental payments scheduled to be paid in the next occurring renewal term (each five (5) year period) then, Tenant may terminate this Lease at the end of the then current original term of renewal term, and Tenant shall not be obligated to make payment of the rental payments provided for in this Lease beyond the end of the then current original or renewal term. Tenant agrees to deliver notice to Landlord of such termination at least thirty (30) days prior to the end of the then current original or renewal term.

SECTION 3.01 - Landlord's Work.

Landlord agrees that it will supply, at its own expense, the premises, as more particularly set forth in Exhibit "B", attached hereto and made a part hereof. Landlord shall notify Tenant when Landlord has completed Landlord's work pursuant to Exhibit "B".

SECTION 3.02 - Tenant's Work.

Tenant agrees, at its own cost and expense, to, perform all other work, more particularly described in Exhibit "C" attached hereto, and on the outline plans and specifications to be provided by Landlord, which is necessary to make the leased premises conform with Tenant's plans to be approved by Landlord.

Landlord will provide to Tenant upon Tenant's opening for business a \$15,000 contribution to the cost of Tenant's Fiber Optic communication system that Tenant must run to the Premises.

SECTION 3.03 - Acceptance Tenant.

INTENTIONALLY DELETED.

SECTION 3.04 - Changes and Additions to Building.

Landlord hereby reserves the right at any time to perform maintenance operations and to make repairs, alterations, or additions, and to build stories on the building in which the premises are contained and to make any of the foregoing repairs, alterations or modifications to any building or buildings adjoining the building. Landlord also reserves the right to construct other buildings or improvements, including, but not limited to, structures for motor vehicle parking and enclosing and air conditioning of sidewalks in the Shopping Center from time to time and to make alterations thereof or additions thereto and to build additional stories on any such building or buildings and to any building adjoining the same, provided such construction, alterations or additions do not materially adversely affect the visibility of, access to, or parking available to the leased premises. Tenant agrees to cooperate with Landlord permitting Landlord to accomplish any such maintenance, repairs, alterations, additions or construction.

More specifically, in the event Phase 3 of the Shopping Center is not commenced when this Lease is signed, Tenant acknowledges Landlord has advised Tenant it proposes to build Phase 3 and Tenant shall have no right to object to Landlord's construction of Phase 2. Tenant acknowledges that Landlord does not have an obligation to build Phase 3, and the same is not a condition of this Lease.

SECTION 4.01 - Use of Premises.

Tenant shall use the Leased Premises for the purpose of conducting business of: the operation of county offices including Tax Collector, Drivers License Bureau, Clerk of the Court, and Property Appraisers Office. Tenant shall occupy the Leased Premises without delay upon commencement on the term of this Lease.

SECTION 5.01 - Installation by Tenant.

Tenant shall not make or cause to be made any alterations, additions or improvements or install or cause to be installed any exterior signs, exterior lighting, plumbing fixtures, shades or awnings or make any changes to the store front without first obtaining Landlord's written approval and consent which consent shall not be unreasonably withheld or delayed. Tenant shall present to the Landlord plans and specifications for such work at the time approval is sought.

SECTION 5.02 - Responsibility of Tenant.

All alterations, decorations, additions and improvements made by the Tenant, or made by the Landlord on the Tenant's behalf by agreement under this Lease, shall remain the property of the Tenant for the term of this Lease, or any extension or renewal thereof. The Tenant shall at all times maintain fire insurance with extended coverage in the name of the Landlord (and Landlord's mortgagee) and the Tenant in an amount adequate to cover the cost of replacement of all alterations, decorations, additions, or improvements in the event of fire or extended coverage loss. Tenant shall deliver to the Landlord certificates of such fire insurance, policies which shall contain a clause requiring the insurer to give the Landlord thirty (30) days notice of cancellation of such policies.

SECTION 5.03 - Tenant Shall Discharge All Liens.

(a) General. In accordance with the applicable provisions of the Florida Mechanic's Lien Law and specifically Florida Statutes, Section 713.10, no interest of Landlord whether personally or in the Leased Premises, or in the underlying leasehold interest aforesaid shall be subject to liens for improvements made, by Tenant or caused to be made by Tenant hereunder.

(b) Default. Notwithstanding the foregoing, if any mechanic's lien or other lien, attachment, judgment, execution, writ, charge or encumbrance is filed against the building or the premises or this leasehold, or any alterations, fixtures or improvements therein or thereto, as a result of any work action or inaction done by or at the direction of Tenant or any of Tenant's agents, servants, employees, licensees and independent contractors, Tenant will discharge same of record within ten (10) days after the filing thereof, failing which Tenant will be in default under this Lease. In such event, without waiving Tenant's default, Landlord, in addition to all other available rights and remedies, without further notice, may discharge the same of record by payment, bonding or otherwise, as Landlord may elect, and upon request Tenant will reimburse Landlord for all costs and expenses so incurred by Landlord plus interest thereon at the rate of eighteen percent (18%) per annum.

SECTION 5.04 - Signs, Awnings, and Canopies. (Exterior Integrity)

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

SECTION 6.01 - Responsibility of Landlord.

(a) Landlord agrees to repair and maintain in good order and condition through common area maintenance as defined herein: roof, roof drains, outside walls, foundations and structural portions (both interior and exterior) of the Leased Premises. There is excepted from the preceding covenant, however, repair or replacement of broken plate or window glass (except in case of damage by fire or other casualty covered by Landlord's fire and extended coverage policy); (ii) repair of damage caused by the Tenant, its employees, agents, contractors, customers, invitees; and (iii) interior repainting and redecoration. In no event, however, shall Landlord be liable for damages or injuries arising from the failure to make said repairs, nor shall Landlord be liable for damages or injuries arising from defective workmanship or materials in making any such repairs.

(b) Except as herein above provided in subparagraph (a), Landlord shall not be obligated or required to make any other repairs, and all other portions of the Leased Premises shall be kept in good repair and condition by Tenant, and at the end of the term of this Lease, Tenant shall deliver the Leased Premises to Landlord in good repair and condition, reasonable wear and tear and damage from fire and other casualty excepted.

SECTION 6.02 - Responsibilities of Tenant.

(a) Without limiting the generality of the foregoing Subparagraph 7.01(b), Tenant agrees to repair and maintain in good order and condition the nonstructural interior portions of the Leased Premises, including the store fronts, doors, windows, plate and window glass, and floor covering, plumbing, heating, air conditioning, electrical and sewage system, facilities and appliances. Tenant agrees with respect to the heating and air conditioning system to comply with the terms of the "Heating and Air Conditioning maintenance Provision" which is attached hereto, as Exhibit "D" and made a part of this Lease by reference, provided, however, that in the event one or more HVAC units serving the leased premises needs to be replaced during the term or any extensions of this lease, it shall be Landlord's responsibility to replace same at Landlord's expense.

(b) Tenant shall comply with the requirements of all laws, orders, ordinances and regulations of all governmental authorities and will not permit any waste to be done and will take good care of the Leased Premises at all times.

(c) If Tenant refuses or neglects to repair property as required hereunder and to the reasonable satisfaction of Landlord, as soon as reasonably possible after written demand, Landlord may make such repairs without liability to Tenant for any loss or damage that may accrue to Tenant's merchandise, fixtures, or other property, or to Tenant's business by reason thereof and upon completion thereof. Tenant shall pay Landlord's cost for making such repairs, and upon presentation of a bill therefore, as additional rent.

(d) Landlord reserves the right to enter the Leased Premises after 24 hours written notice (except in emergencies) and to make such repairs and to do such work on or about said premises as Landlord may deem desirable, necessary or proper or that Landlord may be lawfully required to make. Landlord reserves the right to visit and inspect said premises at all reasonable times during regular business hours and show same to prospective tenants, purchasers, or mortgagees.

(e) Neither Landlord nor Landlord's agents or servants shall be liable for any damages caused by or growing out of any breakage, leakage, getting out of order or defective condition of the electric wiring, air conditioning or heating pipes and equipment, closets, plumbing, appliances, sprinklers, other equipment or facilities serving the Leased Premises. Neither Landlord nor Landlord's agents or servants shall be liable for any damages caused by, or growing out of any defect in the Shopping Center or any part thereof, or in said building or a part thereof, or in said Leased Premises or a part thereof, or caused by, or growing out of fire, rain, wind, smoke or odor of any type.

(f) All property belonging to Tenant or any occupant of the Leased Premises or the Shopping Center shall be at the risk of Tenant occupant, and Landlord shall not be liable for damage thereto or theft or misappropriation thereof.

(g) Tenant shall, at its own expense, perform all janitorial and cleaning services within the premises in order to keep same in a neat, clean and orderly condition.

SECTION 7.01 - Liability Insurance.

Tenant is a member of the Treasure Coast Risk Management Program (TRICO) which is a qualified self-insurer in the State of Florida and is granted immunity under Florida Statute 768.28 (as it is now written and as it may be amended by the legislature at future dates). Liability is limited to \$100,000 per claimant, \$200,000 per claim or occurrence for negligent acts of the Board of County Commissioners. Since this immunity cannot be extended to individuals, corporations or other than governmental agencies, this eliminates the possibility of naming Landlord as an additional insured.

SECTION 8.01 - Plate Glass Insurance.

INTENTIONALLY DELETED.

SECTION 7.02 - Waiver of Subrogation.

Landlord and Tenant waive, unless said waiver should invalidate any such insurance, their right to recover damages against each other for any reason whatsoever to the extent the damaged party recovers indemnity from its insurance carrier. Any insurance policy procured by either Tenant or Landlord which does not name the other as a named insurance shall, if obtainable, contain an express waiver of any right of subrogation by the insurance company against the Landlord or Tenant, whichever the case may be. All public liability and property damage policies shall contain an endorsement that Landlord, although named as an insured, shall nevertheless be entitled to recover for damages caused by the negligence of Tenant.

SECTION 7.03 - Delivery of Insurance Binder.

On or before the commencement of the Lease term as described herein, Tenant shall deliver to Landlord, a Certificate of Insurance from Tenant's insurance company. At the time the insurance certificate is delivered to Landlord by Tenant, Landlord shall give Tenant, if it requires, a written statement acknowledging that Landlord has received said insurance binder.

SECTION 8.01 - Payment for Utilities.

Tenant shall be solely responsible for and promptly pay all charges for water, electricity, trash removal, or any other utility used or consumed in the Leased Premises.

SECTION 9.01 - Consent Required for Assignment.

Tenant may not assign this Lease, in whole or in part, nor sublet all or any portion of the Leased Premises, without the prior written consent of Landlord, which shall not be unreasonably withheld. The consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subletting. If this Lease is to be assigned, or if the Leased Premises or any part thereof is to be re-let or occupied by any party other than Tenant, Landlord may collect rent from the assignee, subtenant, or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, under-letting, occupancy or collection shall be deemed a waiver of this covenant or the acceptance of the assignee, subtenant or occupant as Tenant, or a release of Tenant from the further performance by Tenant of the covenants on the part of Tenant herein contained. Notwithstanding any assignment of sublease, Tenant shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants and conditions of this Lease. Notwithstanding any other language of this Section, Tenant shall have the right, without first obtaining the consent of the Landlord, to assign this lease or sublet all or part of the leased premises to another County or State office, or to change the use of some or all of the leased premises to another County use, provided said use is for dealing with the public.

SECTION 10.01 - Governmental Regulations.

Tenant shall, at Tenant's sole cost and expense, comply with all county, municipal, state, federal laws, orders, ordinances and any other applicable requirements of all governmental authorities, now in force, or which may hereafter be in force, pertaining to the Leased Premises, including, but not limited to, the Americans with Disabilities Act, 42 U.S.C. S 12101, et seq., and shall faithfully observe in the use and occupancy of the Leased Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force.

SECTION 11.01 - Rules and Regulations

(a) Tenant agrees as follows:

(i) No aerial antennae shall be erected on the roof or exterior walls of the premises or on the grounds, without in each instance, obtaining the written consent of the Landlord.

(ii) The outside areas immediately adjoining the premises shall be kept clean and free from dirt and rubbish by the Tenant to the satisfaction of the Landlord, and Tenant shall not place or permit any obstruction or merchandise in such areas, nor conduct any business therefrom.

(iii) Tenant and Tenant's employees shall park their cars only in those portions of the parking area designated for those purposes.

(b) Landlord reserves the right from time to time to suspend, amend, or supplement the foregoing rules and regulations, adapt and promulgate additional rules and regulations applicable to the Leased Premises. Notice of such rules and regulations and amendments and supplements thereto, if any, shall be given to the Tenant.

(c) Tenant agrees to comply with all rules and regulations upon notice to Tenant from Landlord, provided that such rules and regulations shall be reasonable and shall apply uniformly to all tenants of the Shopping Center.

SECTION 12.01 - Total Condemnation.

If the whole of the Leased Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding and all rentals and other charges shall be paid up to that date and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease.

SECTION 12.02 - Partial Condemnation.

If any part of the Leased Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, and in the event that such partial taking or condemnation shall, in the reasonable opinion of Landlord and Tenant, render the Leased Premises unsuitable for the business of the Tenant, then Landlord and Tenant shall each have the right to terminate this Lease by notice given to the other within sixty (60) days after the date of title vesting in such proceeding and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease. In the event of a partial taking or condemnation which is not extensive enough to render the premises unsuitable for the business of the Tenant, then Landlord shall promptly restore the Leased Premises (exclusive of Tenant's equipment and trade fixtures) to a condition comparable to its condition at the time of such condemnation less the portion lost in the taking and the building of which the Leased Premises forms a part to the extent necessary to constitute the portion of the building not taken as a complete architectural unit; provided that Landlord shall not in any event be required to spend for such repair, restoration or alteration, work an amount in excess of the respective amounts received by Landlord as damages for the taking of such part of the Leased Premises and of the building of which the same forms a part. As used herein, the amount "received by Landlord" shall mean that portion of the award or damages in condemnation received by Landlord from the condemning authority which is free and clear of all prior underlying lessors, and this Lease shall continue in full force and effect except that the fixed minimum annual rent shall be reduced in proportion to the portion of the Leased Premises lost in the taking.

SECTION 12.03 - Landlord's Damages.

In the event of any condemnation or taking, as herein above provided, whether whole or partial, the Tenant shall not be entitled to any part of the award, as damages or otherwise, for such condemnation and Landlord is to receive the full amount of such

award, the Tenant hereby expressly waives any right or claim to any part hereof.

SECTION 12.04 - Tenant's Damages.

Notwithstanding, that all damages in the event of any condemnation award shall belong to the Landlord, whether such damages are awarded as compensation for diminution in value of the leasehold or the fee of the Leased Premises, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant, by reason of the condemnation, provided however, that no such claim shall diminish or otherwise adversely affect Landlord's award. Each party agrees to execute and deliver to the other all instruments that may be required to effectuate the provisions of Section 12.03 and this Section 12.04.

SECTION 13.01 - Events of Default.

Upon the happening of one or more of the events as expressed below in (a) to (i), inclusive, the Landlord shall have any and all rights and remedies hereinafter set forth:

(a) In the event Tenant shall fail to pay any one or more of said monthly installments or rent, or any other sums required to be paid hereunder, as and when the same becomes due.

(b) In the event a petition in bankruptcy (including Chapter X and Chapter XI bankruptcy proceedings or any other reorganization proceedings under the Bankruptcy Act) be filed by the Tenant or be filed against Tenant, and such petition is not dismissed within thirty (30) days from the filing thereof, or in the event Tenant is adjudicated bankrupt.

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

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

(e) Tenant shall violate the provisions of Section 11.01 or 11.02 hereof with respect to an assignment or sublease hereof or change in the structure or ownership of Tenant.

(f) In the event Tenant fails to keep, observe or perform any of the other terms, conditions or covenants for more than ten (10) days after written notice from Landlord to Tenant, specifying the nature of such default, or if the default so specified shall be of such a nature that Tenant has not in good faith commenced curing or remedying of such default

within such ten (10) day period and shall not thereafter continuously and diligently proceed therewith to completion.

SECTION 13.02 - Remedies of Landlord.

(a) In the event of any such default or breach, Landlord shall have the immediate right to re-enter the Leased Premises, either by summary proceedings, or otherwise, and to dispose Tenant and all other occupants therefrom and remove and dispose of all property therein in the manner provided in subdivision (c) of this Section, all without service of any notice of intention to re-enter and with or without legal process (which Tenant hereby expressly waives) and without Landlord being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby. Landlord shall also have the right, at the option of Landlord, to terminate this Lease upon three (3) days written notice to Tenant, and to thereupon re-enter and take possession of the said premises with or without legal process. In the event of any such default or breach, Landlord shall have the right, at its option, from time to time, without terminating this Lease, to re-enter and re-let the premises, or any part thereof, with or without legal process, as the agent and for the account of Tenant upon such terms and conditions as Landlord may deem advisable or satisfactory, in which event the rents received on such re-letting shall be applied first to the expenses of such re-letting and collection, including, but not limited to, necessary renovation and alterations of the Leased Premises, reasonable attorney's fees, any real estate commissions paid, and thereafter toward payment of all sums due or to become due Landlord hereunder. If a sufficient sum shall not be thus realized or secured to pay such amounts and other charges, (i) at Landlord's option, Tenant shall pay Landlord any deficiency monthly, notwithstanding Landlord may have received rental in excess of the rental stipulated in this Lease in previous or subsequent months, and Landlord may bring an action therefor as such monthly deficiency shall arise. Nothing herein however, shall be construed to require Landlord to re-enter and re-let in any event. The Landlord shall not, in any event be required to pay Tenant any surplus of any sums received by Landlord on re-letting of said premises in excess of the rent provided in this Lease.

(b) The Landlord, in addition to other rights and remedies it may have, shall have the right to remove all or any part of the Tenant's property from said premises and any property removed may be stored in any public warehouse or elsewhere at the cost of, and for the safekeeping thereof, and the Tenant hereby waives any and all loss, destruction and/or damage or injury which may be occasioned by any of the aforesaid acts.

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

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

SECTION 13.03 - Waiver.

The waiver of Landlord of any breach of any term, condition or covenant herein contained shall not be a waiver of such term, condition or covenant, or any subsequent breach of the same of any other term, condition or covenant herein contained. The

consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval of any subsequent similar act by Tenant shall not be deemed a waiver of Landlord. No re-entry hereunder shall bar the recovery of rents herein contained. A delay on the part of Landlord to enforce any right hereunder, shall not be deemed a waiver or forfeiture, or a waiver of the right of Landlord to cancel this Lease or re-enter said Leased Premises or to re-let same.

SECTION 13.04 - Legal Expenses.

Should suit be brought for the recovery of possession of the Leased Premises, or for rent or any other sum due Landlord under this Lease, or because of the breach of any of the covenants under this Lease by Landlord or Tenant, the losing party shall pay to prevailing party all expenses of such suit and any appeal thereof, including a reasonable attorney's fee (which shall include paralegal fees) and court costs.

SECTION 14.01 - Right of Entry.

Landlord and Landlord's agents shall, upon 24 hours written notice (except in emergencies), have the right to enter the Leased Premises at all times to examine the same, and to show them to prospective purchasers or lessees of the building, and to make such repairs, or alterations, improvements or additions as Landlord may deem necessary or desirable, without disrupting Tenant's business.

SECTION 15.01 - Taxes on Leasehold or Personalty.

Tenant shall be responsible for and shall pay before delinquent all municipal, county or state taxes assessed during the term of this Lease against any leasehold interest or personal property of any kind, owned by or placed in, upon or about the Leased Premises by the Tenant.

SECTION 15.02 - Loss and Damage.

Landlord shall not be responsible for any damage to property of Tenant or of others located on the Leased Premises nor for the loss of or damage to any property of Tenant or of others by theft or otherwise. Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, gas, electricity, water, rain or leaks from any part of the Leased Premises or from the pipes, appliances or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatsoever nature. Landlord shall not be liable for any such damaged caused by other tenants or persons in the Leased Premises, occupants of adjacent property, of the Shopping Center, or the public, or caused by operations in construction of any private, public or quasi-public work. Landlord shall not be liable in damages or otherwise for any latent defect in the Leased Premises or the building of which they form a part, except that if Tenant shall give notice to Landlord within a period of one (1) year form the date Tenant takes possession of the Leased Premises of the existence of any such latent defect, then provided such defect shall not have resulted from any act, alteration or improvement made by Tenant, Landlord shall repair such defect.

SECTION 15.03 - Notice by Tenant.

Tenant shall give immediate notice to Landlord in case of fire or accidents in the Leased Premises or in the building of which the premises are a part of defects therein or in any fixtures or equipment.

SECTION 16.01 - Holding Over.

In the event Tenant remains in possession of the Leased Premises after the expiration of the tenancy created hereunder, and without the execution of a new Lease, Tenant, at the option of Landlord, shall be deemed to be occupying the Leased Premises as a Tenant from month to month.

SECTION 16.02 - Successors.

All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors, and assigns of the said parties. Nothing contained in this Lease shall in any manner restrict Landlord's right to assign or encumber this Lease and, in the event Landlord sells or transfers its interest in the Shopping Center and the purchaser of transferee assumes Landlord's obligations hereunder.

SECTION 17.01 - Landlord's Covenants.

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

SECTION 18.01 - Entire Agreement.

This Lease and the schedules and riders attached ^{if} any, form a part of this Lease together with the rules and regulations adopted and promulgated by the Landlord, as set forth all the covenants, premises, assurance, agreements, representations, conditions, warranties, statements, and understandings ("Representations") between the Landlord and Tenant concerning the Leased Premises and the Shopping Center, and there are no representations, either oral or written, between them other than those in this Lease. This Lease supersedes and revokes all previous negotiations, arrangements, letters of intent, offers to Lease, Lease proposals, representations, and information conveyed, whether oral or in writing, between the parties hereto or their respective representatives or any other person purposing to represent the Landlord or the Tenant. Except as herein otherwise provided, no subsequent alteration, amendment, change, or addition to this Lease shall be binding upon the Landlord and the Tenant unless in writing and signed by each of them.

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SECTION 18.03 - Force Majeure.

In the event that either party hereto shall be delayed or hindered or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of owner, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature, not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period of such delay. The provisions of this Section 21.04 shall not operate to excuse Tenant from the prompt payment of rent, percentage rent, additional rent or any of the payments required by the terms of this Lease.

SECTION 18.04 - Notices.

(a) All notices shall be in writing.

~~(b) Any notice by Tenant to Landlord must be served by certified or registered mail, postage prepaid, addressed to Landlord at the address first herein above given or at such other address as Landlord may designate by written notice.~~

~~(c)~~ Any notice by Landlord to Tenant shall be served by certified mail, return receipt requested, or by express mail, postage prepaid, or by similar private delivery service addressed to Tenant at the following address:

Martin County Administrative Center
Attn: Property Management Division
2401 S.E. Monterey Road
Stuart, Florida 34996
Telephone: (772) 221-2354
Facsimile: (772) 692-7380
E-Mail: dparz@martin.fl.us

Any notice by Tenant to Landlord shall be served by certified mail, return receipt requested, or by Express Mail, postage prepaid, or by similar private delivery service addressed to landlord at the following address:

Hobe Sound-1, LLC
Attn: Gary P. Eidelstein, Manager
2665 South Bayshore Drive, Suite 1210
Miami, Florida 33133
Telephone: (305) 285-9595
Facsimile: (305) 285-1102
E-Mail: urdinc@aol.com

SECTION 18.05 - Captions and Section Numbers.

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

SECTION 18.06 - Tenant Defined.

The word "Tenant" shall mean each and every person mentioned as tenant herein be the same, one or more, and if there shall be more than one tenant, any notice required or permitted by the term of this Lease may be given by or to any one thereof, and shall have the same force and effect as if given to all thereof.

SECTION 18.07 - Brokers Commissions.

Each of the parties represent and warrant they have dealt with no broker or brokers in connection with the execution of this Lease, except as listed below, and each of the parties agrees to indemnify the other against, and hold it harmless from, all liability arising from any claim for brokerage commissions or finder's fees resulting from the indemnitor's actions (including, without limitation, the cost of counsel fees in connection therewith) except as follows:

Mr. Joseph Schuemann
Cohen Commercial Realty
P.O. Box 223244
West Palm Beach, Florida 33422
Telephone: (561) 471-0212
Facsimile: (561) 471-5905

Whose commission or fee shall be paid by Landlord.

SECTION 18.08 - Partial Invalidity.

If any term, covenant or condition of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected

thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the full extent permitted by law.

SECTION 18.09 - No Option.

The submission of this Lease for examination does not constitute a reservation of or option for the Leased Premises and this Lease becomes effective as a Lease only upon execution and delivery thereof by Landlord to Tenant.

SECTION 18.10 - Recording.

INTENTIONALLY DELETED.

SECTION 18.11 - Liability of Landlord.

Anything contained in this Lease, at law or in equity, to the contrary notwithstanding, Tenant expressly acknowledges and agrees that there shall at no time be or be construed as being any personal liability by or on the part of Landlord under or in respect of otherwise or related hereto or the Leased Premises; it being further acknowledged and agreed that Tenant is accepting this Lease and the estate created hereby upon and subject to the understanding that it shall not enforce or seek to enforce any claim or judgment or any other matter, for money or otherwise, personal or directly against any officer, director, stockholder, partner, principal (disclosed or undisclosed), representative or agent of Landlord, but will look solely to the Landlord's interest in the Shopping Center for the satisfaction of any and all claims, remedies or judgments (or other judicial process) in favor of Tenant requiring the payment of money by Landlord in the event of any breach by Landlord of any of the terms, covenants or agreements to be performed by Landlord under this Lease or otherwise, subject, however, to the prior rights of any ground or underlying lessors or the holders of mortgages covering the Shopping Center, and no other assets of Landlord shall be subject to levy, execution or other judicial process for the satisfaction of Tenant's claims; such exculpation of personal liability as herein set forth to be absolute, unconditional and without exception of any kind.

SECTION 18.12 - Attachments.

All Exhibits, and any guarantee as well as any addendums which are attached to this Lease are a part of this Lease and are incorporated herein as if fully set forth herein.

SECTION 19.01 - Option to Renew Lease.

Provided this Lease is in good standing and Tenant is not in default hereunder, Landlord hereby grants Tenant the right, privilege and option of extending this lease for two (2) consecutive terms of five (5) years each from the date of the expiration hereof, provided that Tenant shall give Landlord written notice of Tenant's intention to exercise the option not less than six (6) months prior to the expiration of the preceding term. All of the terms, covenants, and conditions of the Lease shall apply during any and all extended terms. Annual minimum rent during years 11-15 (if option is exercised) shall be One Hundred Thirty-Seven Thousand Nine Hundred Forty and no/100 (\$137,940) Dollars, payable in equal monthly installments of Eleven Thousand Four Hundred Ninety-Five and no/100 (\$11,495) Dollars. Annual minimum rent during years 16-20 (if option is exercised) shall be One Hundred Fifty-One Thousand Seven Hundred Thirty-Four and no/100 (\$151,734) Dollars, payable in equal monthly installments of Twelve Thousand Six Hundred Forty-four and no/100 (\$12,644) Dollars.

SECTION 20.01 - Option to Cancel Lease.

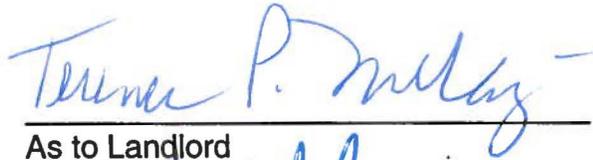
Tenant shall have the right to terminate this lease after sixty (60) months of the lease term has expired, based upon Tenant giving Landlord twelve (12) months written notice, which may be given, in writing, at any time after the forty-eighth (48th) month.

SECTION 21.01 - Fiber Optics Contribution.

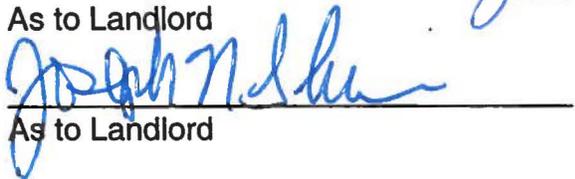
Landlord will provide to Tenant upon Tenant's opening for business a \$15,000 contribution to the cost of Tenant's Fiber Optic communication system that Tenant must run to the Premises.

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

Signed, sealed and delivered in the presence of:



As to Landlord



As to Landlord

HOBE SOUND-1, LLC, a Florida Limited Liability Company



Landlord's Signature

MARTIN COUNTY, a political subdivision of the State of Florida

By: _____

ATTEST:



MARSHA EWING, CLERK

MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS



DOUG SMITH, CHAIRMAN

APPROVED AS TO FORM AND CORRECTNESS:



STEPHEN FRY, COUNTY ATTORNEY

EXHIBIT "B"

LANDLORD WILL INCORPORATE IN THE CONSTRUCTION OF THE DEMISED PREMISES AT LANDLORD'S COST AND EXPENSE THE FOLLOWING ITEMS (IN ACCORDANCE WITH THE ATTACHED FLOOR PLAN INDICATED AS EXHIBIT "B-1"):

NOTE: LANDLORD'S WORK AS SHOWN ON FLOOR PLAN AGREED TO BY LANDLORD AND TENANT MUST BE SHOWN ON THIS EXHIBIT B.

1. **STANDARD STORE FRONT:** Plate glass, anodized bronze extrusions, double glazed door, bulkheads of masonry or other suitable materials. Rear exit door to code.
2. **WALLS AND PARTITIONS:** Cinder block or dry wall construction, taped and spackled, and ready for painting per permit plans and specifications.
3. **CEILINGS:** 2' X 4' lay-in acoustical tile for 100% of store area, with exposed aluminum or painted tees.
4. **TOILETS:** Per floor plan.
5. **PLUMBING:** Complete sanitary cold water supply and sewer system in the locations as shown on Exhibit "B-1".
6. **ELECTRICAL WORK:** Entire installation shall be in accordance with the authorities having jurisdiction.
 - (a) Fluorescent lay-in; two-lamp fixtures for general illumination.
 - (b) Base electrical receptacles in accordance with permit plans and specifications, not to exceed one (1) outlet per every 20 lineal feet of wall.
 - (c) Landlord will provide electrical outlet for Tenant's sign at soffit.
 - (d) All wiring, switches, outlets, breakers, lighting and other electrical improvements to be supplied and installed by Landlord in accordance with permit plans and specifications.
 - (e) Sufficient amperage and service to carry the load as set forth herein.
7. **HVAC:** Roof mounted package system based upon approximately 1 ton for each 300 square feet of leased space with duct work and returns per permit plans and specifications.
8. **HARDWARE:** Interior door hardware per permit plans and specifications.

9. **INTERIOR DOORS:** 3-0 hollow core doors per permit plans and specifications, including glass door between Property Appraiser and Clerk of Court office.
9. **DOOR CASING:** Vinyl clamshell casing around all interior doors.
9. **BASEBOARD & FLOORING:** By Tenant.

EXHIBIT "C"

1. All tenants shall maintain the interior of their shops in a clean and presentable manner.
2. It is expected that each Tenant will take action necessary to prevent undue loitering when not conducive to good business.
3. There shall be no stacking of boxes and/or rubbish at front exterior. All tenants are responsible for disposal of rubbish to inside of dumpster.
4. Tenants will not alter the interior without advance approval from the Landlord. Any improvements requiring a City Permit, Tenant must obtain and conform to.
5. Tenant is responsible for its own glass cleaning.
6. Tenant shall pay for its own electricity, which Landlord will separately meter to the leased premises.
7. Tenant shall provide its own exterior sign. Exterior sign design shall be subject to Landlord's approval and signature. All attached signs will become the property of the Landlord upon lease termination or default.
8. Fire extinguishers shall be provided by Tenant and Tenant shall be responsible for maintenance of same.
9. Parking for all employees will be designated by the Landlord and shall be the responsibility of the Tenant to enforce all parking regulations.

EXHIBIT "D"

HEATING AND AIR CONDITIONING MAINTENANCE PROVISION

Tenant, at its sole cost, shall maintain the air conditioning (includes heating) unit(s) for the Leased Premises in good condition and repair throughout the term of this Lease.

As a part of this air conditioning maintenance obligation, Tenant shall enter into an annual contract with an air conditioning repair firm, fully licensed to repair air conditioning units in the State of Florida, which firm shall:

1. Regularly service the air conditioning unit(s) on the Leased Premises on a monthly basis, changing belts, filters, and other parts as required.
2. Perform emergency and extraordinary repairs on the air conditioning unit(s).
3. Keep a detailed record of all services performed on the Leased Premises and prepare a yearly service report to be furnished to the Tenant at the end of each calendar year.

Tenant shall furnish to Landlord, at the end of each calendar year, a copy of said yearly service report. Not later than thirty (30) days prior to the date of commencement of the term of this lease and annually thereafter, Tenant shall furnish to Landlord a copy of the air conditioning maintenance contract described above, and proof that the annual premium for the maintenance contract has been paid. Nothing stated herein above shall limit Tenant's obligation to maintain the air conditioning unit(s) in good condition and repair throughout the term of this lease, provided, however, that in the event one or more HVAC units serving the leased premises needs to be replaced during the term or any extensions of this lease, it shall be Landlord's responsibility to replace same at Landlord's expense.

EXHIBIT "E"

SIGNAGE

1. Individual signs for Martin County Tax Assessor, Martin County Driver License, Martin County Tax Collector, and Martin County Appraiser permitted on the fascia.

2. The permitted sign is limited to the trade name, or may be a descriptive word or phrase as "Stationers" or "Law Offices".

3. Signs shall consist of individual channel letters. Signs may be illuminated with single or double stroke high out-put 13mm neon.

NOTE: The Landlord reserves the right to control tenant sign styles for the overall appearance of the center.

Sign color to be uniform. Landlord to determine the sign color to be used by Tenant.

4. Maximum letter size is 24". Lower case letters shall be proportionate in size to the capital height as determined by the typographic design of the letter size. This ration may not be altered.

5. Signs will be centered on the bay. Signs not to exceed two (2) square feet for each linear foot of store front up to 80% width of bay.

6. Under canopy signage identifying Tenant's store shall be supplied by the Landlord, at the Tenant's expense. Such signage will be standard throughout the center, affixed to beams above walkways.

7. To enhance legibility and establish a pleasing appearance letter styles are restricted to the following: Script or block as approved by the Landlord.

8. Logos, symbols or trademarks are permitted with the approval of the Landlord. When permitted, logos shall immediately follow or precede the tenant name and shall not exceed the height of the permitted capitol latter. The logo shall be included in calculating the total sign area.

9. Upon removal of the sign permit, installation, maintenance, and removal of signs is the responsibility of the tenant. All work to the sign is to be done in a professional manner by a licensed and insured sign company authorized to carry on business within the municipality.

10. Tenant shall submit sign design and shop drawing to Landlord for approval prior to making applications for sign permit.

EXHIBIT "F"

SCHEDULE OF RENT AND OTHER CHARGES

RE: Lease Dated _____, 2004

By and Between and MARTIN COUNTY, a political subdivision of the State of Florida, as Tenant and HOBE SOUND-1, LLC, as Landlord.

MONTHLY

Size of Space: 7,600 s.f. (See attached plan.)

Base Rent: \$9,500.00 Sales Tax: \$570.00

C.A.M. ("Shopping Center's Operating Cost"): \$2,533.33 Sales Tax: \$152.00

Real Estate Taxes: _____ Sales Tax: _____

Insurance: _____ Sales Tax: _____

Total Operating Costs: _____ Sales Tax: _____

Included:

Property Taxes, Property Insurance, Property Maintenance: _____ Sales Tax: _____

TOTALS: **\$12,033.33** **\$722.00**

REQUIREMENTS AT EXECUTION OF LEASE

First Months Rent: N/A

Last Months Rent: N/A

Security Deposit: N/A

TOTAL: **\$ _____**

****Base Rent, and all other costs stated above are subject to periodic increases as described in the Lease Agreement.**

Exhibit G1



**DEPARTMENT OF MANAGEMENT SERVICES
AGREEMENT FOR ASSIGNMENT OF LEASE**

ZONE:
LEASE NO.760:0356

The Department of **HIGHWAY SAFETY & MOTOR VEHICLES** hereby assigns all right, title and interest in and to that certain lease agreement number 760:0356 Dated March 15, 1996 between the Department of **HIGHWAY SAFETY & MOTOR VEHICLES**, And **Hobe SOUND S.C. COMPANY, LTD** lessor, to the **MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS**, effective **JUNE 1, 2002_A.D.,.**

This assignment is hereby agreed to by the undersigned Lessor, all terms and conditions of the original lease to remain the same.

IN WITNESS WHEREOF, the parties have executed this 25th day of June, 2002.
 ANY MODIFICATION OF A LEASE AGREEMENT SHALL NOT BECOME LEGALLY EFFECTIVE UNTIL APPROVED/ACCEPTED BY THE DEPARTMENT OF MANAGEMENT SERVICES.

ORIGINAL SIGNATURES REQUESTED ON ALL COPIES

| | | |
|--|--|--|
| Signed, sealed and delivered in the presence of: _____ Witness Signature _____ Print or Type Name of Witness _____ Witness Signature _____ Print or Type Name of Witness AS TO LESSOR | Lessor, if individual(s): _____ (SEAL) _____ Print or Type Name _____ (SEAL) _____ Print or Type Name | |
| Signed, sealed and delivered in the presence of: _____ Witness Signature _____ Print or Type Name of Witness _____ Witness Signature _____ Print or Type Name of Witness As to President, General Partner, Trustee | Name of Corporation, Partnership, Trust, etc.: Hobe Sound S. C. Company, LTD By: _____ (SEAL) Its President, General Partnership, Trustee Vice President ATTEST: _____ (SEAL) Its Secretary | |
| Signed, sealed and delivered in the presence of: _____ Witness Signature _____ Print or Type Name of Witness _____ Witness Signature _____ Print or Type Name of Witness AS TO LESSEE | LESSEE: (Assignor) STATE OF FLORIDA DEPARTMENT OF HIGHWAY SAFETY & MOTOR VEHICLES By: _____ _____ Print or Type Name _____ Print or Type Title | |
| Signed, sealed and delivered in the presence of: ATTEST: _____ _____ Witness Signature _____ Print or Type Name of Witness _____ Witness Signature _____ Print or Type Name of Witness AS TO LESSEE | LESSEE: (Assignee) MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS By: _____ _____ Print or Type Name/Title APPROVED AS TO FORM AND CORRECTNESS _____ _____ Print or Type Name/Title | |
| APPROVED AS TO CONDITIONS AND NEED THEREFORE DEPARTMENT OF MANAGEMENT SERVICES _____, Chief Bureau of Real Property Management _____, Director Division of Facilities Management Approval Date: _____ | APPROVED AS TO FORM AND LEGALITY, SUBJECT ONLY TO FULL AND PROPER EXECUTION BY THE PARTIES General Counsel Department of Management Services By: _____ _____ Print or Type Name Approval Date: _____ | APPROVED AS TO FORM AND LEGALITY, SUBJECT ONLY TO FULL AND PROPER EXECUTION BY THE PARTIES General Counsel Department of HIGHWAY SAFETY & MOTOR VEHICLES By: _____ _____ Print or Type Name Approval Date: <u>6/25/02</u> |

STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES



LEASE AGREEMENT

ZONE: 42

NO.: 760:0356

THIS LEASE AGREEMENT, entered into this 15th day of March 1996 A.D. between Hobe Sound S.C. Company, Ltd. . . party of the first part, hereinafter called the Lessor whose Federal Identification Number (F.E.I.D. or S.S.) is 65-0530035 . and the

State of Florida Department of Highway Safety and Motor Vehicles
Division of Driver Licenses
Bureau of Field Operations

party of the second part, hereinafter called the Lessee,

WITNESSETH:

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

The Marketplace
at Hobe Sound Hobe Sound 33455 Martin
(Name of Building) (City) (Zip Code) (County)

Florida, described as follows:

8917 S.E. Bridge Road
Space Numbers G-1 and G-2

which shall constitute an aggregate area of 2,200 square feet of net rentable space measured in accordance with the Department of Management Services' Standard Method of Space Measurement, and which comprises 1.49% of the 147,000 net square feet in the building at the rate of \$ 5.00 per square foot per year. The Lessor shall also provide 25 parking spaces for the exclusive use of the Lessee as part of this lease agreement.

I TERM

TO HAVE AND TO HOLD the above described premises for a term commencing on the 1st day of June, 1996 to and including the day of May 31st, 2001

II RENTALS

The Lessor hereby leases to the Lessee and the Lessee hereby leases from the Lessor the above described premises for the term set out in this lease and the Lessee agrees to pay the Lessor the sum of \$ * per month for the rental period described in Article I of this lease. The rent for any fractional part of the first month shall be prorated. The rent shall be payable in the month following the month of occupancy in accordance with Section 215.422, Florida Statutes. The rentals shall be paid to the Lessor at

c/o Realty Management Co P.O. Box 11229 Knoxville, TN 37939
(Address) (City) (Zip Code)

774 4034 (R01/95)

Lease No. 760-0356**III HEATING, AIR CONDITIONING AND JANITOR SERVICES**

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

b. The Lessor agrees to maintain thermostats in the demised premises at 68 degrees Fahrenheit during the heating season and at 78 degrees Fahrenheit during the cooling season; and certifies that boilers therein have been calibrated to permit the most efficient operation.

*2. The Lessor agrees to furnish janitorial services and all necessary janitorial supplies including the provision of recycling trash disposal for the leased premises during the term of the lease at the expense of the Lessor.

3. All services required above shall be provided during the Lessee's normal working hours, which are normally from 7:30 a.m. to 5:30 p.m., Monday through Friday excluding state holidays.

IV LIGHT FIXTURES

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

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

2. The Lessor certifies that the lighting levels within the demised premises are maintained at and do not exceed the following levels: 10 footcandles in halls and corridors; 30 footcandles in other public areas; 50 footcandles in office, conference rooms, and other levels as set forth in the State Energy Management Plan, Volume II, Section F.

V MAINTENANCE AND REPAIRS

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

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

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

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

***VI UTILITIES**

That the Lessor will promptly pay all gas, water, sewer, solid waste, power and electric light rates or charges which may become payable during the term of this lease for the gas, water, sewer and electricity used and disposal of solid waste generated by the Lessee on the premises; and if the lease is for 3,000 square feet or greater, separately metered for all energy and fuels which may be consumed by Lessee, alone, Lessor will provide Lessee, in a form and manner agreed upon, timely and accurate data on Lessee's monthly consumption or use of electricity, natural gas, LP gas and/or fuel oil, as appropriate, pursuant to Section 255.257, Florida Statutes.

* These are the only Articles in which the word "Lessor" can be changed to "Lessee" by the Lessee without authorization from the Division of Facilities Management. (Rule 60H-1.003 Florida Administrative Code)

Page 2 of 9
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Lease No. 760-0356**VII HANDICAPPED STANDARDS AND ALTERATIONS**

1. The Lessor agrees that the demised premises now conform, or that, prior to Lessee's occupancy, said premises shall, at Lessor's expense, be brought into conformance with the requirements of Florida Americans With Disabilities Accessibility Implementation Act, Section 553.501 - 553.513, Florida Statutes, providing requirements for persons with disabilities and with the requirement of Public Law 101-336, enacted July 26, 1990, effective January 26, 1992, Section 28 CRF Part 35 and Appendix to Section 36 CRF Part 1191, known as the "Americans With Disabilities Act of 1990," by the United States Architectural and Transportation Barriers Compliance Board.

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

VIII INJURY OR DAMAGE TO PROPERTY ON PREMISES

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

IX FIRE AND OTHER HAZARDS

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

2. The Lessor shall provide for fire protection during the term of this lease in accordance with the fire safety standards of the State Fire Marshal. The Lessor shall be responsible for maintenance and repair of all fire protection equipment necessary to conform to the requirements of the State Fire Marshal. The Lessor agrees that the demised premises shall be available for inspection by the State Fire Marshal, prior to occupancy by the Lessee, and at any reasonable time thereafter.

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

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

X EXPIRATION OF TERM

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

XI SUBLETTING AND ASSIGNMENT

The Lessee upon the obtaining of the written consent of the Lessor, which written consent shall not capriciously be withheld, shall have the right to sublet all or any part of the demised premises or to assign all or any part of the demised premises.

XII NOT CONSENT TO SUE

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

XIII WAIVER OF DEFAULTS

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

Lease No. 760-0356

XIV RIGHT OF LESSOR TO INSPECT

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

XV BREACH OF COVENANT

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

XVI ACKNOWLEDGMENT OF ASSIGNMENT

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

XVII TAXES, INSURANCE AND COMMISSIONS

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

2. Lessor agrees, covenants, certifies and warrants to Lessee that no portion of the rent payable pursuant to Article II of this Lease Agreement is at an increased rate, above the going rate of the building, based on or attributable to any commission or fee which is paid or is payable by Lessor as the result of Lessor's having utilized or contracted for the services of any real estate broker, salesman, agent or firm in any aspect of Lessor's dealings or any dealings involving the leasing of the demised premises to Lessee.

XVIII AVAILABILITY OF FUNDS

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

XIX USE OF PREMISES

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

XX RENEWAL

The Lessee is hereby granted the option to renew this lease for an additional 5 year(s) upon the same terms and conditions or as specified on attached addendum. If the Lessee desires to renew this lease under the provisions of this Article, it shall give the Lessor written notice thereof not more than six months nor less than three months prior to the expiration of the term provided in Article I of this Lease or any applicable renewal period.

XXI RIGHT TO TERMINATE

The Lessee shall have the right to terminate, without penalty, this lease in the event a State owned building becomes available to the Lessee for occupancy during the term of said lease for the purposes for which this space is being leased in the County of Martin, Florida, upon giving six (6) months advance written notice to the Lessor by Certified Mail, Return Receipt Requested.

XXII NOTICES AND INVOICES

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

c/o Realty Management Co.
1379 Lyons Road Coconut Creek, FL 33063
(Street) (City) (Zip Code)

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

Neil Kirkman Building, Room B412
2900 Apalachee Parkway Tallahassee, FL 32399-0500
(Street) (City) (Zip Code)

Invoices, in triplicate, shall be submitted monthly to: Neil Kirkman Bldg., Accounting

Room B414, 2900 Apalachee Pkwy., Tallahassee, FL 32399-0500
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FD-0094 (08/1999)

L. No. 760.0356

XXIII DEFINITION OF TERMS

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

XXIV ADDITIONAL TERMS
(Check One)

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

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

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

ANY LEASE SHALL NOT BECOME LEGALLY EFFECTIVE UNTIL APPROVED/ACCEPTED BY THE DEPARTMENT OF MANAGEMENT SERVICES.

ORIGINAL SIGNATURES REQUIRED ON ALL COPIES

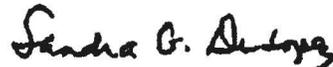
| | |
|---|--|
| <p>If Lessor is an individual: Signed, sealed and delivered in the presence of:</p> <p>_____</p> <p>_____</p> <p>AS TO LESSOR</p> <p>If Lessor is a Corporation, Partnership, Trust, etc: Signed, sealed and delivered in the presence of: West Investment Company, LTD.</p> <p><i>James D. ...</i></p> <p><i>Steven Levin</i></p> <p>AS TO President, General Partner, Trustee</p> | <p>NAME OF LESSOR:</p> <p>_____ (SEAL)</p> <p>_____ (SEAL)</p> <p>Name of Corporation, Partnership, Trust, etc: Hobe Sound S.O. Company, Ltd. (SEAL)</p> <p><i>Steven Levin</i>, General Partner, Trustee Steven Levin, Vice President</p> <p>ATTEST: _____ Its Secretary</p> |
| <p>Signed, sealed and delivered in the presence of:</p> <p><i>Steve Hauwiffad</i></p> <p><i>William C. Snuggs</i></p> <p>AS TO LESSEE</p> | <p>LESSEE: STATE OF FLORIDA DEPARTMENT OF Highway Safety & Motor Vehicles</p> <p><i>William C. Snuggs</i></p> <p>William C. Snuggs Director of Administrative Services</p> |
| <p>APPROVAL AS TO CONDITIONS AND NEED THEREFORE DEPARTMENT OF MANAGEMENT SERVICES</p> <p>Division of Facilities Management</p> <p>_____</p> <p>Secretary</p> | <p>APPROVED AS TO FORM AND LEGALITY, SUBJECT ONLY TO FULL AND PROPER EXECUTION BY THE PARTIES. GENERAL COUNSEL DEPARTMENT OF Highway Safety & Motor Vehicles</p> <p>By <i>Joseph J. Madrya</i></p> |
| <p>Approval Date <u>3-11-96</u></p> | |

REVISED RENT SCHEDULE #1
ADDENDUM I
LEASE #760:0356
2,200 Square Feet

| <u>BASIC LEASE PERIOD</u> | <u>RATE PER SQ/FT/YR</u> | <u>MONTHLY RENTAL</u> |
|---------------------------|--------------------------|---|
| 08/01/96 - 05/31/97 | \$ 15.00 | \$2,750.00 Two Thousand Seven Hundred Fifty & 00/100 Dollars. |
| 06/01/97 - 05/31/98 | \$ 15.50 | \$2,841.67 Two Thousand Eight Hundred Forty-One & 67/100 Dollars. |
| 06/01/98 - 05/31/99 | \$ 16.00 | \$2,933.33 Two Thousand Nine Hundred Thirty-Three & 33/100 Dollars. |
| 06/01/99 - 05/31/00 | \$ 16.50 | \$3,025.00 Three Thousand Twenty-Five & 00/100 Dollars. |
| 06/01/00 - 05/31/01 | \$ 17.00 | \$3,116.67 Three Thousand One Hundred Sixteen & 67/100 Dollars. |

Signature:


 LESSOR: HOBE SOUND B.C.
 COMPANY, LTD.
 By: West Investment Company, Inc.
 Managing General Partner
 Steven Levin, Vice President


 LESSEE: DEPARTMENT OF HIGHWAY
 SAFETY AND MOTOR VEHICLES
 Sandra G. Delopez
 Asst. Director of Administrative
 Services



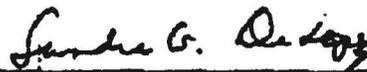
REVISED RENT SCHEDULE #1
 ADDENDUM I
 (Continued)
 LEASE #760:0356
 2,200 Square Feet

| <u>RENEWAL LEASE PERIOD</u> | <u>RATE PER SQ/FT/YR</u> | <u>MONTHLY RENTAL</u> |
|-----------------------------|--------------------------|---|
| 06/01/01 - 05/31/02 | \$ 17.50 | \$3,208.33 Three Thousand Two Hundred Eight & 33/100 Dollars. |
| 06/01/02 - 05/31/03 | \$ 18.00 | \$3,300.00 Three Thousand Three Hundred & 00/100 Dollars. |
| 06/01/03 - 05/31/04 | \$ 18.50 | \$3,391.67 Three Thousand Three Hundred Ninety-One & 67/100 Dollars. |
| 06/01/04 - 05/31/05 | \$ 19.00 | \$3,483.33 Three Thousand Four Hundred Eighty-Three & 33/100 Dollars. |
| 06/01/05 - 05/31/06 | \$ 19.50 | \$3,575.00 Three Thousand Five Hundred Seventy-Five & 00/100 Dollars. |

Signature:



LESSOR: HOBE SOUND S.C.
 COMPANY, LTD.
 By: West Investment Company, Inc.
 Managing General Partner
 Steven Levin, Vice President



LESSEE: DEPARTMENT OF HIGHWAY
 SAFETY AND MOTOR VEHICLES
 Sandra G. DeLopes
 Asst. Director of Administrative
 Services

SAL



STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES

ADDENDUM NUMBER II

LEASE NUMBER: 760,0356

In the event that Lessor fails to comply with any term or provision of this Lease after written notice, Lessee reserves the option to 1) setoff and deduct from the rental amount due Lessor under this lease such sums as Lessee determines are required to remedy the default of Lessor; 2) do whatever Lessor is obligated to do under the terms of this Lease; and Lessor agrees to reimburse Lessee on demand for any reasonable expenses which Lessee may incur in thus effecting compliance with Lessor's obligation under this Lease; and Lessee hereby covenants and agrees to use its best efforts to mitigate damages caused thereby; ~~3) terminate this lease and vacate the premises, but~~ without prejudice to any remedy which might otherwise be used by the Lessee for any breach of the Lessor's covenants contained herein; 4) bring suit for damages against Lessor for any expense (including reasonable attorney's fees) Lessee may incur by reason of a delay in the Commencement Date of this Lease, except for any such delay caused solely by any delay, default or omission of Lessee.

Lessee is required to give Lessor written notice setting forth in reasonable detail the nature and extent of such failure and Lessor will be given thirty (30) days to cure such failure. If such failure cannot reasonably be cured within such thirty (30) day period, the length of such period shall be extended for the period reasonably required therefor, if Lessor commences curing such failure within such thirty (30) day period and continues the curing thereof with reasonable diligence and continuity. Reason for setoff of amounts due under this Lease shall include, but are not limited to, remedying heating and air conditioning equipment and roofing deficiencies. Each occasion of setoff of rental amounts due under this Lease shall be contingent upon the prior approval of Lessee's legal counsel.

Hoba Sound S.C. Company, Ltd.
 By: West Investments Company, Inc.
 Managing General Partner

 Lessor Signature
 Steven Levin, General Partner
 Its Vice President
 (SEAL)

State of Florida
 Department of Highway Safety
 and Motor Vehicles

William C. Snuggs

 Lessee Signature
 William C. Snuggs
 Director of Administrative Services

FM 4054C (05/94)

Exhibit G2

RECORDED BY
O.C. 4)

01262111

97 OCT 31 11:57



Hobe Sound S. C. Company, Ltd.

"Landlord"

MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS

"Tenant"

LEASE

Dated: November 30, 1996

Premises In: Marketplace at Hobe Sound



SHOPPING CENTER LEASE
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SHOPPING CENTER LEASE

THIS LEASE made and entered into as of the 14th day of July, 1996, by and between Landlord and Tenant as specified in Items 1 and 2 of the Definitions appearing in Section 1.0 hereof.

Landlord hereby demises and rents unto Tenant, and Tenant hereby leases from Landlord, certain premises now existing in Landlord's shopping center as described in Item 3 of the Definitions appearing in Section 1.0 hereof, and upon the terms, covenants and conditions contained herein.

WITNESSETH:

SECTION 1.0 DEFINITIONS: The following Items shall be defined or be referred to as indicated below for the purposes of this Lease and the Exhibits attached hereto:

- Item 1 - Landlord: Hobe Sound S. C. Company, Ltd.
Item 2 - Tenant: Martin County Board of County Commissioners

- Item 3 - Shopping Center (Section 1.2): Marketplace at Hobe Sound
Address: 8771-8775 S. E. Bridge Road, Hobe Sound, FL 33455
County: Martin
Premises: Store/Bay #8771-8775

- Item 4 - Term (Section 2.0): Five (5) Years
Item 5 - Lease Commencement Date (Section 2.0): Upon Full Execution of the Lease Agreement

Lease Expiration Date (Section 2.0): Five (5) years from full execution of Lease Agreement

Rent Commencement Date (Section 2.0): Upon full execution of Lease Agreement

Landlord and Tenant agree to execute, acknowledge and deliver a Confirmation of Lease Term Agreement to each other, certifying the lease commencement date, rent commencement date and expiration date upon determination. Landlord shall send said Agreement to Tenant; however, in the event Tenant does not execute said agreement and return to Landlord within one (1) week of Tenant's receipt, then the terms as submitted by Landlord will be considered as confirmed by Tenant.

Item 6 - Guaranteed Minimum Rental (Section 3.1) Payable as follows, plus all applicable taxes:

First Month's Rental Payment In The Amount Of \$2,475.00 Is Due And Payable Upon Execution Of This Lease Agreement By Tenant. This Amount Includes Operating Expenses, Real Estate Tax, And All Applicable Taxes.

Table with 3 columns: Year, Annual Base Rent, Monthly Base Rent. Rows 1-5 showing increasing rent values over time.

Handwritten initials LL / T and a signature



Item 7 - Percentage Rent (Section 3.2): N/A

Item 7a - Sales Reports (Section 4.0) N/A

Item 8 - Use of Premises (Section 9.0): To operate only as Martin County Governmental Offices and for no other use or purpose.

Naples Item 9 - Notices to Landlord (Section 23.0): Hobe Sound S. C. Company, Ltd.
c/o RMC Realty Companies, Ltd.
1733 W. Fletcher Avenue
Tampa, Florida 33612

Item 10 - Notice to Tenant (Section 24.0): County Administrator
2401 SE Monterey Rd.
Stuart, FL 34996

cc: County Attorney
Same address

Item 11 - Estimated Real Estate Tax Cost for 1996 (Section 29.0): Monthly \$225.00

Item 12 - Estimated Operating Expenses for 1996 (Section 30.0): Monthly \$225.00

Item 13 - Estimated Security Force Cost For 1996 (Section 62.0): N/A

Item 14 - Estimated Merchant's Association Cost for 1996 (Section 31.0): N/A

Item 15 - Security Deposit (Section 35.0): None

Item 16 - Broker's Commission (Section 48.0): Florida Assets Realty, Inc.

Item 17 - Option To Renew (Special Provision Item #1
Special Provisions - No. 18) One (1) Terms of Five (5) years

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Item 18 - Special Provisions



1. If and only if, the Tenant shall have fully done, performed, and observed all of the terms, covenants, and conditions required hereunder to be done, performed and observed by it and Tenant has not done anything or failed to do anything which would constitute a default hereunder, then the Tenant, by giving Landlord written notice not less than one hundred eighty (180) days nor more than two hundred forty (240) days prior to the expiration of the initial lease term, shall have the right to renew this lease for One (1) term of Five (5) years upon the same terms, covenants and conditions as the initial term of this lease; excepting, however that (a) there shall be no further option periods and (b) the Fixed Minimum Rent for the option period shall be determined as provided below:

So as to afford Landlord with consistent purchasing power of his rental income during future years of the Lease, the Guaranteed Minimum Rental described in Item 6 (Section 3.1) of the Definitions shall be subject to adjustments from time to time as provided for herein. Landlord and Tenant agree to adopt as a standard for measuring fluctuations of the purchasing power of this rental income the Consumer Price Index (for all urban consumers) - All Items (1967 = 100) issued by the Bureau of Labor Statistics of the U. S. Department of Labor ("CPI"). The Guaranteed Minimum Rent shall be adjusted to reflect increases in the cost of living as set forth by the CPI Figure or any successor or substituted index appropriately adjusted. Adjustments shall be made annually, on the date(s) as provided in Item 6 of the Definitions. The CPI Figure for the month of September shall be defined as the BASIC STANDARD. The CPI Figure for each anniversary date of the Basic Standard shall be defined as the NEW INDEX FIGURE. These adjustments shall be made and the adjusted monthly Fixed Minimum Rent (NEW RENTAL) for the ensuing period shall be arrived at by multiplying the monthly Fixed Minimum Rent for the last full month of the first year of the Initial Lease term, as described in Item 6, by a fraction, the numerator of which shall be the respective NEW INDEX FIGURE and the denominator of which shall be the BASIC STANDARD.

Landlord shall notify Tenant in writing of the amount of the New Rental and same shall be due on the first (1st) day of the month beginning that same adjustment period and each month hereafter until adjusted again. However, in no event shall the rental due and payable hereunder be less than the annual Fixed Minimum Rent for the preceding term, regardless of the value of the dollar as reflected by said CPI Figure.

In the event the amount of CPI Figure increase is not known until after the first (1st) month of the period for which the adjustment is to be made, due to delays in publications of the CPI Figure, or any other reason, then, upon notification of the increase by Landlord, the Tenant shall pay the full amount of the increase which is due for any prior months during the adjustment period, within fifteen (15) days following receipt of Landlord's written notice of the amount due.

2. Provided Tenant is not in default and has never been in default under the terms and conditions of this Lease, then Tenant shall have the right to expand into the adjacent space, known as 8779 S.E. Bridge Road, Hobe Sound, FL 33455, within the Marketplace at Hobe Sound Shopping Center, at the then current market rental rate. Should Landlord have a party interested in leasing said unit #8779, Landlord will notify Tenant of such interest, and Tenant shall have three (3) days after receipt of said notice to exercise its right to expand. Should Tenant elect not to expand or fail to respond in the specific time period, then this clause shall be null and void.
3. No diminution or abatement of rent or offset shall be claimed or allowed for any reason whatsoever. If Tenant has a disagreement or claim arising from this Lease Agreement, the Tenant must continue paying Base Rent and Real Estate Tax charges. Failure to pay rent, Operating Expenses, and Real Estate Tax will be a default under the terms of this Lease Agreement.

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On default in the payment of any additional rental, Landlord shall have the same rights and remedies as are provided for in this Lease and by law with respect to default in the payment of Guaranteed Minimum Rental.

SECTION 4.0 SALES REPORTS: The Tenant shall, throughout the term of this Lease, keep a full, true and accurate account of the entire gross sales of the business or businesses conducted in, on or from the Demised Premises.

Tenant shall and hereby agrees that it will furnish Landlord with reports in writing on or before the tenth (10th) day of the month next following the month for which each report is given, certified by Tenant, if an individual, or an authorized officer of the Tenant, if a corporation, in accordance with Item 7a, showing the amount of gross sales, as hereinafter defined, made in, on or from the Demised Premises during the preceding month.

The Tenant further agrees that it will submit to the Landlord within thirty (30) days after the expiration of each Lease Year period, at the place where the rent herein reserved is then payable, a complete statement, certified by a Certified Public Accountant, showing in all reasonable detail the amount of gross sales, as hereinafter defined, made in, on or from the Demised Premises during said period and will submit and pay with said statement any additional rental which may be due and payable by Tenant. Tenant shall require its subtenants, if any, are permitted under the terms of this Lease, to furnish similar statements.

SECTION 5.0 GROSS SALES: The term "Gross Sales" as used herein shall be construed to include the entire amount of the actual sales price, whether for cash or otherwise, of all sales of merchandise, service, and other receipts whatsoever of all business conducted in, on or from the Demised Premises, including all deposits not refunded to purchasers, orders taken, although said orders may be filled elsewhere, and sales by any sublessee, concessionaire or licensee or otherwise in said Premises. No deduction shall be allowed for uncollected or uncollectible credit accounts. Said term shall not include, however, any sums collected and paid out for any sales or excise tax imposed by any duly constituted Governmental Authority wherein tenant is regarded as the collecting agent, nor shall it include the exchange of merchandise between the stores of Tenant, if any, where such exchange of goods or merchandise is made solely for the convenient operation of the business of Tenant and not for the purpose of consummating a sale which has theretofore been made at, in, from or upon the Demised Premises in from, or upon the Demised Premises, nor shall it include the amount of returns to shippers or manufacturers, nor the amount of any cash or credit refund made upon any sale where the merchandise sold, or some part thereof, is thereafter returned by purchaser and accepted by Tenant. All sales shall be recorded in a cash register having sealed cumulative capacity and shall be reasonably approved by the Landlord.

SECTION 6.0 BOOKKEEPING RECORDS INSPECTION: Tenant shall keep at the Demised Premises or such other address as Landlord may approve in writing, true and accurate records and accounts, in accordance with approved accounting practice, of all the Gross Sales made in, on, or from the Demised Premises by Tenant for a period of at least three (3) years after rendering the said annual statements, and require all subtenants, concessionaires and licensees, if any, to likewise keep such records at the Demised Premises or at such other address as Landlord may approve in writing, all of which records and accounts shall, during the period they are required to be so kept and maintained, be open for inspection and audit by Landlord, or the duly authorized agent of Landlord. Such inspection or audit, however, shall only be made at reasonable times during Tenant's business hours.

If any such audit as aforesaid shall disclose any inaccuracies in said records which shall have produced a deficiency in percentage rental amounting to Two Hundred and Fifty Dollars (\$250.00) or more, then and in that event, the Tenant shall pay any deficiency, plus the reasonable cost of such audit. If Tenant has deliberately understated gross sales in Tenant's reports to Landlord, Landlord may, in addition to any other remedies under this lease, cancel this lease.

Landlord covenants and agrees to keep confidential all information acquired aforesaid, except as disclosure may be compelled by law or be appropriate in legal proceedings or in connection with a leasing or sale or proposed leasing or sale of the Demised Premises, or in connection with the placing of a loan thereon.

SECTION 7.0 LATE CHARGE: Any amount due from Tenant to Landlord under this Lease which is not paid when due shall bear a late charge of one hundred dollars (\$100.00), after the fifth (5th) day said payment is due until paid. This charge to be included with all payments made after the fifth (5th) day due. The Late Charge shall be considered additional rent, payable upon demand.

SECTION 8.0 SALES AND RENTAL TAX: Tenant covenants and agrees to pay to Landlord any and all sales and/or rental taxes imposed by the State of Florida or any other governmental agency with respect to all rents, additional rents and all other payments of monies, including but not limited to, common area maintenance charges and real estate taxes paid by Tenant to Landlord pursuant to the terms of this Lease.

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prior written notice of Landlord's election to do, which notice shall be given, if at all, within sixty (60) days following the day of said occurrence. Rent shall be adjusted as of the date of such termination.

Landlord shall have no obligation to rebuild Tenants premises if Tenant is within twenty four (24) months of lease expiration unless Tenant extends lease or exercises any options it may have.

SECTION 21.0 DEFAULT OF TENANT: Remedies of Landlord for non-compliance: In the event that (i) the rent, including common area maintenance, real estate taxes, insurance, and/or any other payment required to be made by Tenant, specified herein is not paid at the time and place when and where due, (ii) the leased premises shall be deserted or vacated, (iii) the Tenant shall fail to comply with any term, provision, condition of this Lease, other than the payment of rent, or any of the rules and regulations now or hereafter established for the government of this building, (iv) any petition is filed by or against Tenant under any section or chapter of the National Bankruptcy Act as amended, (v) Tenant shall become insolvent or make a transfer in fraud of creditors, (vi) a receiver is appointed for a substantial part of the assets of Tenant and shall not cure such default, after notice to the Tenant of such failure to comply, and upon the occurrence of any one or more of the foregoing, Landlord shall have the option to proceed according to one or more of the following courses of action in addition to any other remedies at law:

1) Terminate this Lease, in which event Tenant shall immediately surrender the leased premises to Landlord, but if Tenant shall fail to do so, Landlord may, without further notice and prejudice to any other remedy Landlord may have for possession or arrearage in rent, ~~enter upon the leased premises and expel or remove Tenant and its effects, by force if necessary, without being liable to prosecution or any claim for damages therefor, and Tenant hereby waives its rights to receive notice in accordance with Section 83.20, Florida Statutes, and agrees to indemnify Landlord for all loss and damage which Landlord may suffer by reason of such termination, whether through inability to relet the leased premises, or through decrease in rent, or otherwise; and/or~~

2) Declare the entire amount of the rent which would become due and payable during the remainder of the term of this Lease to be due and payable immediately, in which event, Tenant agrees to pay the same at once, together with all rents theretofore due, at Landlord's address as provided herein; provided, however, that such payment shall not constitute a penalty or forfeiture or liquidated damages, but shall merely constitute payment in advance of the rent for the remainder of the said term. The acceptance of such payment by Landlord shall not constitute a waiver of any failure of Tenant thereafter occurring to comply with any term, provision, condition or covenant of this Lease; and/or

~~3) Enter the leased premises as the agent of the Tenant, by force if necessary, without being liable to prosecution or any claim for damages therefor, and relet the leased premises as agent of the Tenant, and receive the rent therefor, and the Tenant shall pay the Landlord any deficiency that may arise by reason of such reletting on demand at the office of the Landlord; and/or~~

4) ~~As agent of the Tenant, do whatever the Tenant is obligated to do by the provisions of this Lease and may enter the leased premises, by force if necessary, without being liable to prosecution of any claims for damages therefor, in order to accomplish this purpose. The Tenant agrees to reimburse the Landlord immediately upon demand for any expense which the Landlord may incur in thus affecting compliance with this Lease on behalf of the Tenant, and the Tenant further agrees that the Landlord shall not be liable for any damages resulting to the Tenant from such action, whether caused by the negligence of the Landlord or otherwise. The prevailing party in a lawsuit will be entitled to attorneys fees. Otherwise the parties will bear their own costs in landlord/tenant disputes;~~

Pursuit by Landlord of any of the foregoing remedies shall not preclude the pursuit of any of the other remedies herein provided or any other remedies provided by law. No act or thing done by the Landlord or its agents during the term hereby granted shall be deemed an acceptance of a surrender of said leased premises, and no agreement to accept a surrender of said leased premises shall be valid unless the same be made in writing and subscribed by the Landlord. The mention in this Lease of any particular remedy shall not preclude the Landlord from any other remedy the Landlord might have, either in law or in equity, nor shall the waiver of or redress for any violation of any covenant or condition, in this Lease contained or any of the rules and regulations set forth herein, or hereafter adopted by Landlord, prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. In case it should be necessary or proper for Landlord to bring any action under this Lease, or to consult or place said lessee, or any amount payable by Tenant thereunder, with an attorney concerning or for the enforcement of any of Landlord's rights hereunder, then Tenant agrees in each and any such case to pay to Landlord a reasonable attorney's fee. The receipt by the Landlord of rent with knowledge of the breach of any covenant in this Lease contained shall not be deemed a waiver of such breach. No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall effect Landlord's right to collect rent for the period prior to the termination thereof.

SECTION 22.0 LANDLORD'S FEES: It is further understood that the Non-prevailing will pay in addition to the rentals and other sums agreed to be paid hereunder, all sums and expenses incurred by the Prevailing party in enforcing, defending, or interpreting its rights hereunder, including without



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other than a December 31st, as the case may be, and stating the Operating Expenses for the period in question, and the figures used for computing Tenant's proportionate share, and if Tenant's proportionate share so stated for such period is more or less than the amount paid for such period, Tenant shall pay to Landlord the deficiency within ten (10) days after submission of such statement of Tenant's proportionate share. Landlord may adjust all Operating Expenses annually based on the previous years costs. Tenant's proportionate share of the Real Estate Tax, Operating Expenses and Insurance shall be determined by a fraction, the numerator of which shall be the number of square feet of floor space in Demised Premises and the denominator of which shall be the number of square feet of the gross leasable floor space in all of the buildings in the Shopping Center. The fraction shall be multiplied by the Operating Expenses or Real Estate Taxes to determine the amount owed. All items of Operating Expenses will be stated and all computations shall be made in accordance with generally accepted accounting principles. All payments to be made by Tenant under this Section shall constitute additional rent. The amount of additional rent under this section for operating expenses for the first lease year shall not exceed \$225.00. Notwithstanding anything to the contrary contained in this lease the additional rent for operating expenses shall not increase more than five (5%) percent per annum on a cumulative basis.

~~SECTION 31.0 MERCHANTS ASSOCIATION: Tenant covenants and agrees to maintain membership in and comply with the regulations of the Merchant's Association of the Shopping Center during the full term of this Lease, whether the Association is formed now or in the future. Current dues are as stated in Item 14 of the Definitions, payable monthly, subject to change by the Merchant's Association Agreement.~~

SECTION 32.0 SURRENDER AT END OF TERM: Upon the expiration of the term hereof or sooner termination of this Lease, Tenant agrees to surrender and yield possession of the Demised Premises to Landlord peacefully and without notice, and in good order and condition, but subject to ordinary wear and reasonable use thereof, and subject to such damage or destruction or condition as Tenant is not required to restore or remedy under other terms and conditions of this Lease.

SECTION 33.0 DEFINITION OF LANDLORD: The term "Landlord" as used in this lease means only the owner for the time being of the land and buildings comprising the Shopping Center so that, in the event of any sale of the Shopping Center, the Landlord shall be and is hereby entirely relieved of all covenants and obligations of the Landlord hereunder.

SECTION 34.0 TENANT DEFINED, USE OF PRONOUN: The word "Tenant" shall be deemed and taken to mean each and every person or party mentioned as a Tenant herein, be the same one or more and if there shall be more than one Tenant, any notice required or permitted by the terms of this Lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. The use of the neuter singular pronoun to refer to Landlord or Tenant shall be deemed a proper reference even though Landlord or Tenant may be an individual, a partnership, a corporation, or a group of two or more individuals or corporations. The necessary grammatical changes required to make the provision of this lease apply in the plural sense where there is more than one Landlord or Tenant and to either corporations, associations, partnerships, or individuals, males, or females, shall in all instances be assumed as though in each case fully expressed.

SECTION 35.0 SECURITY DEPOSIT: Tenant, contemporaneously with the execution of this lease, has deposited with the Landlord the sum as stated in Item 15 of the Definitions, receipt of which is hereby acknowledged by Landlord. Said deposit is made as security for the faithful performance by Tenant of all of the terms, covenants, and conditions of this lease by said Tenant to be kept and performed during the term hereof. If at any time during the term of this Lease any of the rent herein reserved shall be overdue and unpaid, or any other sum payable by Tenant to Landlord hereunder shall be overdue and unpaid then Landlord may, at the option of Landlord (but Landlord shall not be required to), appropriate and apply any portion of said deposit to the payment of any such overdue rent or other sum. In the event of the failure of Tenant to keep and perform any of the terms, covenants and conditions of this lease to be kept and performed by Tenant, then the Landlord, at his option, may appropriate and apply said entire deposit, or so much thereof as may be necessary, to compensate the landlord for loss or damage sustained or suffered by Landlord due to such breach on the part of Tenant. Should the entire deposit, or any portion thereof, be appropriated and applied by Landlord for the payment of overdue rent or other sums due and payable to Landlord by Tenant hereunder, then Tenant shall, upon the written demand of Landlord, forthwith remit to Landlord a sufficient amount in cash to restore said security to the original sum deposited, and Tenant's failure to do so within five (5) days after receipt of such demand shall constitute a breach of this lease. Should Tenant comply with all of said terms, covenants and conditions and promptly pay all of the rental herein provided for as it falls due, and all other sums payable by Tenant to Landlord hereunder, the said deposit shall be returned to Tenant at the end of the term of this Lease, or upon the earlier termination of this Lease. Landlord may deliver the funds deposited hereunder by Tenant to the purchaser of Landlord's interest in the Demised Premises, in the event that such interest be sold, and thereupon Landlord shall be discharged from any further liability with respect to such deposit. The security deposit may be commingled with Landlord's

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Tenant's failure to keep and observe said rules and regulations shall constitute a breach of the terms of this Lease in the manner as if the same were contained herein as covenants. Landlord reserves the right from time to time to amend or supplement said rules and regulations and to adopt and promulgate additional rules and regulations applicable to leased premises and the Shopping Center. Notice of such additional rules and regulations, and amendments and supplements, if any, shall be given to Tenant, and Tenant agrees thereupon to comply with and observe all such rules and regulations, and amendments thereto and supplements thereof, provided the same shall apply uniformly to all tenants of the Shopping Center.

SECTION 40.0 OFFSET STATEMENT: Within ten (10) days after request therefor by Landlord, or in the event that upon any sale, assignment or hypothecation of the Demised Premises and/or the land thereunder by Landlord, an offset statement shall be required from Tenant; Tenant agrees to deliver in recordable form a certificate to any proposed mortgagee or purchaser, or to Landlord, certifying (if such be the case) that this Lease is in full force and effect and that there are no defenses or offsets thereto, or stating those claimed by Tenants, and containing such other matters as may reasonably be requested by Landlord.

SECTION 41.0 ATTORNTMENT: Tenant shall, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by the Landlord covering the Demised Premises, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this Lease.

SECTION 42.0 TAXES ON LEASEHOLD: Tenant shall be responsible for and shall pay before delinquency all municipal, county or state taxes assessed during the term of this Lease against any leasehold interest or personal property of any kind, owned by or placed in, upon or about the Demised Premises by the Tenant.

SECTION 43.0 LANDLORD'S COVENANT: Upon payment by the Tenant of the rents herein provided, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Demised Premises for the term hereby demised without hindrance or interruption by Landlord or any other person or persons lawfully or equitable claiming by, through or under the Landlord, subject; nevertheless, to the terms and conditions of this Lease.

SECTION 44.0 ACCORD AND SATISFACTION: No endorsement or statement on any check or in any letter accompanying any check or payment as rent shall be deemed as accord and satisfaction, and Landlord may accept such check or payment without being subject to the terms of any such endorsement or statement and without prejudice to Landlord's right to recover the balance of all rent due Landlord or Landlord's right to pursue any other remedy in this Lease provided.

SECTION 45.0 ENTIRE AGREEMENT: This Lease and the Exhibits, and Rider, if any, attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Demised Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

SECTION 46.0 NO PARTNERSHIP: Landlord does not, in any way or for any purpose, become a partner of Tenant in the conduct of its business, or otherwise, or joint venturer or a member of a joint enterprise with Tenant. The provisions of this Lease relating to the percentage rent payable hereunder are included solely for the purpose of providing a method whereby the rent is to be measured and ascertained.

SECTION 47.0 CAPTIONS AND SECTION NUMBERS: The captions, section numbers and index appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections of this Lease nor in any way affect this Lease.

SECTION 48.0 BROKER'S COMMISSION: Each of the parties represents and warrants that there are no claims for brokerage commissions or finder's fees in connection with the execution of this Lease, except as listed Item 16, and each of the parties agrees to indemnify the other against, and hold it harmless from, all liabilities arising from any such claim (including, without limitation, the cost of counsel fees in connection therewith) unless otherwise stated in Item 16 of the Definitions.

SECTION 49.0 PARTIAL INVALIDITY: If any term, covenant or condition 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 term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected

and Tenant shall keep its corporate status active and current throughout the term of the Lease or any extensions or renewals. Tenant shall annually file with Landlord a current copy of the Certificate of Good Standing under Seal. Failure of Tenant to keep its corporate status active and current shall constitute a default under the terms of the Lease.

SECTION 57.0 CONSTRUCTION INSURANCE AND INDEMNITY: Tenant shall indemnify and hold Landlord harmless to the extent permitted by law from any and all claims for loss or damages or otherwise based upon or in any manner growing out of any alterations or construction undertaken by Tenant under the terms of this Lease, including all costs, damages, expenses, court costs and attorneys' fees incurred in or resulting from claims made by any person or persons, by other Tenants of the Premises in the Center, their subtenants, agents, employees, customers and invites.

In the event the Tenant contracts with a contractor for work to his demised premises that exceed fifty thousand dollars (\$50,000.00) then before undertaking any alterations or construction, Tenant shall obtain and pay for a public liability policy insuring Landlord and Tenant and any designee of Landlord against any liability which may arise on account of such proposed alterations or construction work in limits of not less than Two Million Dollars (\$2,000,000.00) for combined single limit and a copy of such policy shall be delivered to Landlord prior to the commencement of such proposed work together with proof of payment of premium. Tenant shall also maintain at all times fire insurance with extended coverage in the name of Landlord and Tenant and any designee of Landlord as their interests may appear in the amount adequate to cover the cost of replacement of all alterations, decorations, additions or improvements in and to the Premises and all trade fixtures therein, in the event of fire or extended coverage loss. Tenant shall deliver to Landlord copies of such fire insurance policies and liability insurance which shall contain a clause requiring the insurer to give Landlord ten (10) days notice of cancellation or modification of such policies.

SECTION 58.0 MECHANIC'S LIENS AND ADDITIONAL CONSTRUCTION: If by reason of any alteration, repair, labor performed or materials furnished to the Premises for or on behalf of The Tenant any mechanics' or other lien shall be filed, claimed, perfected or otherwise established as provided by law against the Premises, Tenant shall discharge or remove the lien by bonding or otherwise, within fifteen (15) days after notice from Landlord to Tenant of the filing of same. Notwithstanding any provision of this Lease seemingly to the contrary, Tenant shall never, under any circumstances, have the power to subject the interest of Landlord in the Premises to any mechanics' or materialmen's liens or liens of any kind, nor shall any provision contained in this Lease ever be construed as empowering the Tenant to encumber or cause the Landlord to encumber the title or interest of Landlord in the Premises.

Tenant hereby expressly acknowledges and agrees that no alterations, additions, repairs or improvements to the Premises of any kind are required or contemplated to be performed as a prerequisite to the execution of this Lease and the effectiveness thereof according to its terms or in order to place the Premises in a condition necessary for use of the Premises for the purposes set forth in this Lease, that the Premises are presently complete and usable for the purposes set forth in this Lease and that this Lease is in no way conditioned on Tenant making or being able to make alterations, additions, repairs or improvements to the Premises, unless otherwise specified under the Special Provisions Section of the Definitions, notwithstanding the fact that alterations, repairs, additions or improvements may be made by Tenant, for Tenant's convenience or for Tenant's purposes, subject to Landlord's prior written consent, at Tenant's sole cost and expense.

Landlord and Tenant expressly acknowledge and agree that neither the Tenant nor any one claiming by, through or under the Tenant, including without limitation contractors, sub-contractors, materialmen, mechanics and laborers, shall have any right to file or place any mechanics' or materialmen's liens of any kind whatsoever upon the Premises nor upon any building or improvement thereon; on the contrary, any such liens are specifically prohibited. All parties with whom the Tenant may deal are hereby put on notice that the Tenant has no power to subject the Landlord's interest in the Premises to any claim or lien of any kind or character any persons dealing with the Tenant must look solely to the credit of the Tenant for payment and not to the Landlord's interest in the Premises or otherwise.

Any lien against the Premises in violation of this paragraph shall be null and void and of no force or effect. In addition, Tenant shall cause any lien filed against the Premises in violation of this paragraph to be cancelled, released, discharged and extinguished within fifteen (15) days after Tenant receives notice of filing and shall indemnify and hold the Landlord harmless from and against any such lien and any costs, damages, charges and expenses, including, but not limited to, attorney's fees, incurred in connection with or with respect to any such lien.

The interest of the Landlord shall not be subject to liens for improvements made by the Tenant and Tenant shall notify the contractor making any such improvements of this provision. Tenant agrees that all work will be performed lien free and Tenant will indemnify Landlord from any claim of lien and will bond off any lien within fifteen (15) days.

SECTION 59.0 TRADE FIXTURES: ~~All trade fixtures and equipment installed by Tenant in the Premises shall be new or completely reconditioned.~~

Provided Tenant is not in default hereunder, Tenant shall have the right, at the termination of



this Lease, to remove any and all trade fixtures, equipment and other items of personal property not constituting a part of the freehold which it may have stored or installed in the Premises including, but not limited to counters, shelving, showcases, chairs, and movable machinery purchased or provided by Tenant and which are susceptible of being moved without damage to the building and the Premises, provided this right is exercised before the Lease is terminated and provided that Tenant, at its own cost and expense, shall repair any damage to the Premises caused thereby. The right granted Tenant in this Section 59, shall not include the right to remove any plumbing or electrical fixtures or equipment, heating or air conditioning equipment, floor-coverings (including wall-to-wall carpeting) glued or fastened to the floors or any paneling, tile or other materials fastened or attached to the walls or ceilings, all of which shall be deemed to constitute a part of the freehold, and, as a matter of course, shall not include the right to remove any fixtures or machinery that was furnished or paid for by Landlord. The Premises and the immediate areas in front, behind and adjacent to it shall be left in a broom-clean condition. Should Tenant fail to comply with this provision, Landlord may deduct the cost of cleanup from Tenant's Security Deposit. If Tenant shall fail to remove its trade fixtures or other property at the termination of this Lease, such fixtures and other property not removed by Tenant shall be deemed abandoned by Tenant, and, at the option of Landlord, shall become the property of Landlord, and may be removed by the Landlord at Tenant's sole cost and expense.

SECTION 60.0 HAZARDOUS MATERIALS: Tenant shall not (either with or without negligence) cause or permit the escape, disposal or release of any biologically or chemically active or other hazardous substances, or materials. Tenant shall not allow the storage or use of such substances or materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such substances or materials, nor allow to be brought into the Premises any such materials or substances. Without limitation, hazardous substances and materials shall include those described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et seq., any applicable state or local laws and the regulations adopted under these acts. If any lender or governmental agency shall ever require testing to ascertain whether or not there has been any release of hazardous materials, then the reasonable costs thereof shall be reimbursed by Tenant to Landlord upon demand as additional charges if such requirement applies to the Premises. In addition, Tenant shall execute affidavits, representations and the like from time to time at Landlord's request concerning Tenant's best knowledge and belief regarding the presence of hazardous substances or materials on the Premises. In all events, Tenant shall indemnify Landlord in the manner elsewhere provided in this Lease from any release of hazardous materials on the Premises occurring while Tenant is in possession, or elsewhere if caused by Tenant or persons acting under Tenant. The within covenants shall survive the expiration or earlier termination of the Lease term.

SECTION 61.0 NO OPTION: Notwithstanding anything to the contrary contained herein, the submission of this Lease for examination does not constitute a reservation of or option for the Demised Premises and this Lease becomes effective as a Lease only upon execution and delivery thereof by Landlord and Tenant.

SECTION 62.0 SECURITY FORCE: In addition to all other charges set forth in this Lease, Tenant shall pay its' prorata share, being at the present time, as stated in Item 13 of the Definitions, to be used for the purpose of maintaining a uniformed security force throughout the Shopping Center. It is recognized that the aforementioned charge is based on current conditions and this payment may be revised periodically as necessary to insure adequate protection. Any default in the payment of this amount shall be deemed a default of Tenant's obligations under this Lease.

~~**SECTION 63.0 RIGHT TO RELOCATE:** The purpose of the site plan attached hereto as Exhibit "A" is to show the approximate location of the leased premises. Landlord reserves the right at any time to relocate the various buildings, automobile parking areas, and other common areas shown on said site plan, and to relocate Tenant herein to comparable space.~~

SECTION 64.0 LANDLORD'S RIGHT TO PERFORM BUILDING RENOVATIONS: Tenant understands and agrees that Landlord may, at any time or from time to time during the term of this Lease, perform substantial renovation work in and to the Building or the mechanical systems serving the Building (which work may include, but need not be limited to, the repair or replacement of the Building's exterior facade, exterior window glass, elevators, electrical systems, air conditioning and ventilating systems, plumbing system, common hallways, or lobby), any of which work may require access to the same within the Premises at Landlord's sole cost and expense..

Tenant agrees that:

a) Landlord shall have access to the Premises at all reasonable times, upon reasonable notice, for the purpose of performing such work, and

b) Landlord shall incur no liability to Tenant, nor shall Tenant be entitled to any abatement of rent on account of any noise, vibration, or other disturbance to Tenant's business at the Premises (provided that Tenant is not denied access to said Premises) which shall arise out of said access by Landlord or by the performance by Landlord of the aforesaid renovations at the Building.

Landlord shall use reasonable efforts (which shall not include any obligation to employ labor at overtime rates) to avoid disruption of Tenant's business during any such entry upon the Premises by



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Landlord.

It is expressly understood and agreed by and between Landlord and Tenant that if Landlord shall commence any action or proceeding seeking injunctive, declaratory, or monetary relief in connection with the rights reserved to Landlord under this provision, or if Landlord shall commence any action or proceeding to obtain access to the Premises in accordance with this provision, and if Landlord shall prevail in any such action, then Tenant shall pay to Landlord, as additional rent under this Lease, a sum equal to all legal fees, costs, and disbursements incurred by Landlord in any way related to or arising out of such action or proceeding.

SECTION 65.0 LEASE: The covenants and agreements herein contained shall bind, and the benefits and advantages thereof shall enure to the respective heirs, legal representatives, successors and permitted assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders. This Lease constitutes a Florida contract, and shall be construed according to the laws of that State.

SECTION 66.0 RADON GAS: Pursuant to Florida Statutes, 404.056(a), the following notification is provided.

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

~~**SECTION 67.0 CONFIDENTIALITY:** Tenant agrees that Tenant will not intentionally disclose or communicate any of the terms and conditions of this Lease to any other Tenant of Marketplace at Hobe Sound Shopping Center or any registered real estate broker, broker salesman, or salesman engaged in the business of Shopping Center leasing agent. If Tenant should violate this confidentiality, Landlord shall have the irrevocable right to increase Tenant's base rental herein by an additional thirty percent (30%). Nothing contained herein above shall prohibit the Tenant from disclosing or communicating any of the terms or covenants of this Lease in any legal proceeding before any court of competent jurisdiction or for any reasonable business purpose, including but not limited to: loan or credit application, bookkeeping or tax reporting, or listing or sale of business. It being the intention herein to allow Tenant to disclose or communicate said information without penalty as reasonably necessary in the course of its business.~~

SECTION 68.0 AGENCY DISCLOSURE: Victoria A. Derrico of Florida Assets Realty, Inc. is by this document giving notice that she is the agent and representative of the Landlord.

The undersigned(s) acknowledge(s) that this written notice was received before the undersigned(s) signed a contractual offer or Lease Agreement, in compliance with § 475.25(1)(q), Florida Statutes, and Rule 21V-10.033, Florida Administrative Code.

SECTION 69.0 SHORT FORM LEASE: At Landlord's request, Tenant will execute a short form Lease which will provide that the interest of the Landlord shall not be subject to liens for improvements made by the Tenant.

IN WITNESS WHEREOF, this Lease has been duly executed by the parties hereto, under seal, as of the day and year first written above.

Signed, sealed and delivered
In the presence of;

WITNESSES AS TO LANDLORD:

Jessie Decker
By: Jessie Decker
Angela Accord
By: Angela Accord

LANDLORD: Hobe Sound S. C. Company, Ltd.
A Florida Limited Partnership

By: West Investment Company, Inc.
A Florida Corporation, Managing General Partner

[Signature]
Its: Vice President

WITNESSES AS TO TENANT:

TENANT: Martin County Board of County Commissioners

LL *[Signature]* IT *[Signature]* DH

WITNESSES AS TO TENANT:

TENANT: Martin County Board of County Commissioners

By: Anne R. Burford
Anne R. Burford

By: Gregory S. Fleming
Gregory S. Fleming

WITNESSES AS TO TENANT:

By: _____

By: _____

By: D. D. Hudson
Its: Administrative Services Director
(SEAL)

By: _____
Its: _____
(SEAL)

EXECUTION:

CORPORATE:

THIS LEASE MUST BE EXECUTED FOR TENANT, IF A CORPORATION, BY THE PRESIDENT OR VICE-PRESIDENT AND THE SECRETARY OR ASSISTANT SECRETARY, UNLESS THE BYLAWS OR A RESOLUTION OF THE BOARD OF DIRECTORS SHALL OTHERWISE PROVIDE, IN WHICH EVENT A CERTIFIED COPY OF THE BYLAWS OR RESOLUTION, AS THE CASE MAY BE, MUST BE FURNISHED. ALSO, THE CORPORATE SEAL OF TENANT, IF TENANT HAS SUCH A SEAL, MUST BE AFFIXED.

INDIVIDUAL:

THIS LEASE MUST BE EXECUTED BY EACH INDIVIDUAL WHOSE NAME APPEARS UNDER THE SIGNATURE LINES. THEIR EXECUTION MUST BE WITNESSED BY TWO PERSONS WHO MUST SIGN AS WITNESS IN THE SPACE PROVIDED.



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for such work. This will be considered additional rent payable upon demand by Landlord to Tenant.

16. Tenant shall obtain a Certificate of Occupancy for the demised premises.
17. Tenant shall pay for its own telephone system.
18. Tenant shall construct any interior wall partitions, doors and windows and wall covering (wallpaper).
19. Tenant shall be responsible for the installation of its own alarm system.
20. Tenant will be responsible for any additional work or materials necessary to complete construction of its space located at 8771-8775 S. E. Bridge Road, Hobe Sound, Florida 33455
21. In accordance with the terms and conditions of the Lease, Tenant shall be responsible for the installation of all furniture, furnishing, trade fixtures, signs and any other related parts, including but not limited to the electrical and mechanical connections of all merchandise equipment fixtures, or any other equipment peculiar to Tenant's occupancy. At the time of surrender of possession of the Demised Premises either by expiration of the term of this Lease or earlier, the conditions and terms of the Lease shall govern the removal of Tenant's furniture and fixtures and restoration of the Demised Premises caused by removal of same.
22. All work required to complete and place the Demised Premises in finished condition for opening for business (except that work to be done by Landlord described in Exhibit B) shall be furnished by Tenant and at Tenant's expense, in accordance with this exhibit.
23. Tenant will do all floor covering, paint and install any special lighting or electrical equipment.
24. Prior to the commencement of Tenant's work, Tenant shall submit a list of contractors and/or subcontractors that will perform Lessee's work to Landlord, for Landlord's approval. To the end that there shall be no labor dispute which would interfere with the construction, completion or operation of the shopping center or with any other work being carried on therein, Tenant shall engage the services of only such contractors and subcontractors as will work in harmony with each other, those of Landlord, and any others when working in the Shopping Center, and Tenant shall require its contractors and subcontractors to employ only such labor as will work in harmony with all other labor when working in the Shopping Center. Lessee shall provide union labor as required.
25. Until completion and final acceptance of the work, the Tenant and/or Tenant's contractors and subcontractors ("Contractor") shall, at their own expense, furnish and maintain the following insurance:
 - (a) Workmen's compensation and Employer's Liability Insurance in accordance with the laws of the State of Florida.
26. It is agreed that Tenant assumes the entire responsibility and liability due to Tenant's negligence including statutory or common law for any and all injuries or death of any or all persons, including Tenant's contractor and subcontractors, employees and for any and all damages to property caused by or resulting from or arising out of, any act or omission on the part of Tenant, contractor or his subcontractors or employees, in the prosecution of the work thereunder and with respect to this work agrees to indemnify and save harmless to the extent permitted by law Landlord any Mortgagee and Owner of the shopping center any of the other Tenants in the shopping center, from and against all losses and/or expense, including legal fees and expenses which they may suffer or pay as the result of claims or law suits due to, because of or arising out of any and all such injuries or death and/or damage, whether real or alleged and Tenant and Tenant's contractor and/or subcontractors shall assume and defend at their own expense all such claims of lawsuits. The Tenant agrees to insure this assumed liability in its Comprehensive General Liability policy and the original of the policy that Tenant will present to Landlord shall so indicate this contractual coverage.
27. Tenant shall permit Landlord or his agents to install and maintain in the ceiling space and/or under the concrete slab electrical, water or other line and/or ducts that may be required to service others in the shopping center.
28. Tenant's contractors and/or subcontractors participating in the work shall be required to remove and dispose of, at least once a week and more frequently as Landlord may reasonably direct, all debris and rubbish caused by or resulting from the construction of the work, and upon completion of the work, remove all temporary structures, surplus materials, debris and rubbish



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of whatever kind remaining on the site of the shopping center. If at any time Tenant's contractors and subcontractors shall neglect, refuse, or fail to remove any such debris, rubbish surplus materials or temporary structures within two (2) days from and after notice to Tenant from Landlord with respect thereof, Landlord may cause the same to be removed and charge the cost thereof to Tenant.

29. Floor areas are to be calculated to outside face of exterior wall and center line of party walls and will include passage, stairs, loading docks, shafts and all other areas within Tenant's leased premises.
30. Any approval or consent by Landlord shall in no way obligate Landlord in any manner whatsoever in respect to the finished product designed and/or constructed by Tenant. Any deficiency in design or construction, although same had prior approval of Landlord, shall be solely the responsibility of Tenant.
31. All items of work, labor and materials, not specifically set forth herein and designated as Landlord's work shall be furnished and installed by Tenant.
32. Applications, deposits, installation charges and arrangement for utility service and meters shall be the sole responsibility of Tenant.

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MARKETPLACE AT HOBE SOUND

EXHIBIT 'C'
LEGAL DESCRIPTION



MARKET PLACE SHOPPING CENTER
N. E. CORNER U.S. NO. 1 & BRIDGE ROAD
HOBE SOUND, MARTIN COUNTY, FLORIDA

Part of Lots 87 and 88 of the Gomez Grant (West of Indian River) according to the Plat thereof recorded in Plat Book 1, Page 80, Palm Beach (now Martin) County, Florida, public records, more particularly described as follows:

Beginning at the intersection of the North line of said Lot 87 (which is the South line of Lot 88) with the East right-of-way line of U.S. Highway No. 1 and run thence in a southerly direction along the said East right-of-way line of U.S. Highway No. 1 for a distance of 100.0 feet to the Point of Beginning starting at this Point of Beginning run in a southerly direction along the said East right-of-way line of U.S. No. 1 for a distance of 381.5 feet to a point; Thence run in an easterly direction along a line parallel to the said North line of Lot 87 for a distance of 145.0 feet to a point; Thence run in a southerly direction along a line parallel to the said East right-of-way line of U.S. Highway No. 1 for a distance of 170.0 feet to a point; Thence run in an easterly direction along a line parallel to the said North line of Lot 87 for a distance of 850.0 feet to a point; Thence run in a northerly direction along a line parallel to the said East right-of-way line of U.S. Highway No. 1 for a distance of 140.0 feet to a point; Thence run in an easterly direction along a line parallel to the said North line of Lot 87 for a distance of 245.0 feet to a point; thence run in a northerly direction along a line parallel to the said East right-of-way line of U.S. Highway No. 1, for a distance of 511.5 feet to a point; Thence run in a westerly direction along the North line of Lot 87 for a distance of 659.14 feet to a point; Thence run in a Northerly direction along a line parallel to the said East right-of-way line of U.S. Highway No. 1 for a distance of 100.0 feet to a point; Thence run in a westerly direction along a line parallel to the said North line of Lot 87 for a distance of 280.86 feet to a point; Thence run in a southerly direction along a line parallel to the said East right-of-way line of U.S. Highway No. 1 for a distance of 200.0 feet to a point; Thence run in a westerly direction along a line parallel to the said North line of Lot 87 for a distance of 300.0 feet to the Point of Beginning.

Containing: 17.14 acres

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EXHIBIT D
RULES AND REGULATIONS



Tenant covenants and agrees that Tenant at its own cost and expense:

(a) Will keep all exterior and interior store front surfaces clean and will maintain the rest of the demised premises and all corridors and loading areas immediately adjoining the demised premises in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests;

(b) Will not permit accumulations of any refuse, but will remove the same and keep such refuse in odor-proof, rat-proof containers within the interior of the demised premises shielded from the view of the general public until removed and will not burn any refuse whatsoever but will cause all such refuse to be removed by such person or companies, including Landlord, as may be designated in writing by Landlord and will pay all charges therefor, which shall in all events be competitive within the same geographical area for similar services performed by a reputable person or company; provided, however that Landlord may decline to designate any such person or company in which event all such refuse shall be removed by such person or company as Tenant, subject to Landlord's prior written approval, shall select;

(c) Will replace promptly with glass of a like kind and quality any plate glass or window glass of the demised premises which may become cracked or broken;

(d) Will not, without Landlord's prior written consent, place or maintain any merchandise or other articles in any vestibule or entry of the demised premises or within two (2) feet of any entrance from the demised premises, on the footwalk adjacent thereto or elsewhere on the exterior thereof;

(e) Will not use or permit the use of any apparatus, or sound reproduction or transmission, or any musical instrument in such manner that the sound so reproduced, transmitted or produced shall be audible beyond the confines of the premises, and will not use any other advertising medium, including without limitation flashing lights, or search lights which may be heard or experienced outside of the leased premises;

(f) Will keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the confines of the demised premises;

(g) Will not cause or permit objectionable odors to emanate or be dispelled from the demised premises;

(h) Will not solicit business, distribute handbills or other advertising matter or hold demonstrations in the parking areas or other Common Areas;

(i) Will not permit the parking of delivery vehicles so as to interfere with the use of any driveway, walk, parking area, or other Common Areas in the Shopping Center;

(j) Will comply with all laws, rules, regulations, guidelines, orders and ordinances of applicable federal, state and local governmental authorities, commissions, boards and agencies with respect to this Lease, the use of demised premises or any work to be performed in the demised premises by Tenant and Tenant shall secure all permits, leases and approvals required for Tenant's use of the demised premises. In addition, Tenant shall also comply with all recommendations of the Association of Fire Underwriters, Factory Mutual Insurance Companies, the Insurance Services Organization, or other similar body establishing standards for fire insurance ratings with respect to the use occupancy of the premises by Tenant, and will participate in periodic fire brigade instructions and drills at the request of Landlord and will supply, maintain, repair and replace for the demised premises any fire extinguisher or other fire prevention equipment and safety equipment (including insulation of approved hoods and ducts if cooking activity is conducted on the premises) required by the aforementioned rules, regulations and Associations or other body in order to obtain insurance at the lowest available premium rate throughout the term of this Lease;

(k) Will light the show windows of the demised premises and exterior signs each day of the year to the extent which shall be required by Landlord but in no event later than one hour after close of the Center;

(l) Will keep all outside areas immediately adjoining the premises including, but not limited to, sidewalks and loading docks free from ice and snow and Tenant hereby agrees that Tenant is solely liable for any accidents occurring on said outside areas due or alleged to be due to any accumulation of ice and snow;

(m) Will refer to the name of the Shopping Center in all advertising done to promote sales at its store or stores in the geographic area in which the Center is located;

(n) Will not use the plumbing facilities for any other purpose than that for which they are constructed and will not permit any foreign substance of any kind to be thrown therein and the expense of repairing any breakage, stoppage, seepage or damage, whether occurring on or off the premises,

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EXHIBIT D
RULES AND REGULATIONS
PAGE TWO



resulting from a violation of this provision by Tenant or Tenant's employees, agents or invitees shall be borne by Tenant. All grease traps and other plumbing traps shall be kept clean and operable by Tenant at Tenant's own cost and expense;

(o) Will not permit any shopping carts in the Common Areas even if taken there by customers;

(p) Will not place or cause or permit to be placed within the demised premises, pay telephones, vending machines (except those for the exclusive use of this Tenant's employees) or amusement devices of any kind without the prior written consent of Landlord.

(q) Tenant agrees to (i) allow Landlord access to Premises at anytime for the purpose of inspection and/or repair to the fire sprinkler system, if applicable. Should access be denied, Tenant shall become liable and responsible for any problems or incidents which may occur due to said denial of access to Premises (ii) keep the sprinkler heads, valves, boxes, etc. free of obstruction; (iii) ensure exits are free from obstruction and exit doors are in good working order; (iv) have the fire extinguisher inspected, tagged, refilled, or replaced, as necessary, according to the State, City, County and Federal laws and codes, by a certified inspector. Tenant, Tenant's employees, contractors, vendors, guests or invitees shall be prohibited under any circumstance, from disrupting the operation or effecting the sprinkler system, alarm, or monitoring equipment in any way.

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EXHIBIT E
SIGN CRITERIA
HOBE SOUND

- A. Wording on large scale signs shall be limited to store or trade name only, each party's customary logo, e.g. Hallmark, Insignia, or other trade identification will be respected and considered during landlord's review and approval process within the guidelines set.
- B. The size of all tenant signs shall be limited. The scale and concept of the shopping center requires the use of approved signage. Tenant signs shall be located on the designated sign panel within the limits of its storefront and shall not project more than 8" beyond the face of the building, measured horizontally. The letters shall be individual reverse channel type letters to be mounted to a raceway as shown on drawing number 46190/D-26.
- C. Maximum height of letters shall not exceed (18") but also not exceed the limitations set by Martin County sign code, 1 1/2 Sq. Ft. per lineal foot of store frontage. If the storefront is 20 feet, the maximum letter height is 24" not to exceed 15 feet in length. All signs are limited to 80% of store frontage. E.G.: max. sign length of 16 feet on a 20 foot store frontage.
- D. Sign letters shall be constructed from aluminum with a min. (.060 ga.). Returns to be 3" depth and standoff of 2 1/2". All wiring to be concealed and in conformance with Martin County electrical codes. All letters shall be painted #313 duranodic bronze,. Neon shall be white in color or at the discretion of the landlord. All raceways to be painted to match fascia color.
- E. Except as otherwise approved in writing by landlord, only one sign per tenant will be permitted on the sign panel, except that corner tenants may have two such signs, if approved by landlord.
- F. Sign company names or stamps shall be concealed (code permitting).
- G. Signs with exposed neon tubing, exposed lamps and of the flashing, blinking, rotating, moving, animated or audible type are not permitted.
- H. Painted or printed signs on the exterior surface of any building shall be prohibited, except that small scale signs naming starting store hours, which are neatly lettered on the glass of the store front shall be permitted subject to landlord's approval. In addition, any non-customer door for receiving merchandise will have the name of tenant in (2") block letters, approved by landlord to meet landlord's criteria.
- I. Public safety decals or artwork on glass in minimum sizes to comply with applicable code, subject to the approval of the landlord, may be used, as required by building codes or other governmental regulations.
- J. Paper signs, stickers, banners, or flag prohibited.
- K. Exposed sign illumination or illuminated sign cabinets are not permitted.
- L. Tenant shall not install any rooftop signs.
- M. Tenant shall install no pylon signs unless approved by landlord.
- N. No signs will be permitted at the rear of any building, except in the case of stores with customer entrances opening directly on to a parking area.
- O. Landlord reserves the right, but is not required to vary these requirements on an individual or overall basis. Three complete sets of scaled sign drawings must be submitted to Landlord for approval before fabrication.

EXHIBIT F
GUARANTY OF LEASE



~~IN CONSIDERATION OF that certain Lease Agreement (the "Lease") dated August 1, 1986, by and between Hobe Sound S. C. Company, Ltd., "Landlord", and Martin County Board of County Commissioners, as "Tenant", which Lease has inured to the benefit of the undersigned (the "Guarantors"), and in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Landlord to enter into such Lease with Tenant, the undersigned hereby jointly and severally make the following indemnification and agreements with and in favor of Landlord:~~

~~(a) Guarantors hereby jointly and severally covenant and agree with Landlord (i) to make the due and punctual payment of all rent, monies and charges expressed to be payable under the Lease during the term thereof and all extensions or renewals thereof; (ii) to effect prompt and complete performance of all and each of the terms, covenants, conditions and provisions of the Lease contained on the part of the Tenant to be kept, observed and performed during the term of the Lease and any extensions or renewals thereof; and (iii) to indemnify and save harmless Landlord from any loss, costs or damages arising out of any failure to pay the aforesaid rent, monies and charges or the failure to perform any of such terms, covenants, conditions and provisions.~~

~~(b) In the event of a default under the Lease, Guarantors waive any right to require Landlord to (i) proceed against Tenant or pursue any rights or remedies with respect to the Lease; (ii) proceed against or exhaust any security of Tenant held by Landlord; (iii) pursue any other remedy whatsoever in Landlord's power. Landlord shall have the right to enforce this indemnity regardless of the acceptance of additional security from Tenant and regardless of the release or discharge of Tenant by Landlord or by others, or by operation of law.~~

~~(c) Guarantors hereby expressly waive notice of the acceptance of this indemnity and all notice of non-performance, non-payment or non-observance on the part of Tenant of the terms, covenants or conditions and provisions of the Lease. Guarantors also hereby waive notice of any amendments to or extensions or renewals of the Lease and hereby confirm that their joint and several obligations hereunder shall not be affected or discharged by any amendments to or renewals or extensions of the Lease.~~

~~(d) Without limiting the generality of the foregoing, the joint and several liability of Guarantors under this Guaranty shall not be deemed to have been waived, released, discharged, impaired or affected by reason of the release or discharge of the Tenant in any receivership, bankruptcy, winding up or other creditor's proceedings or the rejection, disaffirmance or disclaimer of the Lease by any party in any action or proceeding, and shall continue with respect to the periods prior thereto and thereafter, for and with respect to the term (and any extensions or renewals) contemplated and expressed in the Lease. The joint and several liability of the Guarantors shall not be affected by any repossession of the leased premises by Landlord, provided, however, that the net payments received by Landlord after deducting all costs and expenses of repossession and/or reletting the same, shall be credited from time to time by Landlord to the account of Guarantors and Guarantors shall pay any balance owing to Landlord from time to time, immediately upon demand therefor by Landlord. No payment by Tenant to Landlord shall be construed as having been made unless and until the same can longer be considered or construed to be a "preferential transfer" or otherwise avoidable transfer under applicable bankruptcy laws.~~

~~(e) This Guaranty shall be one of payment and performance and not of collection.~~

~~(f) Guarantors shall, without limiting the generality of the foregoing, be jointly and severally bound by this Guaranty in the same manner as though Guarantors were the tenant named in the Lease.~~

~~(g) With respect to all amounts paid by any Guarantors pursuant to this Guaranty, such Guarantors expressly waive and disclaim any right to, and agree not to seek or claim, contribution, indemnification or reimbursement from Tenant, right of subrogation to the rights of Landlord, or right of recourse to any security for the debts and obligations of Tenant to Landlord. No payment hereunder by any Guarantors shall give rise to any claim by any Guarantors against Landlord or Tenant. Upon the occurrence of a default, violation or event of default under the Lease, any and all debts and obligations of, and other payments from, Tenant to any Guarantors shall be deemed postponed in favor of and subordinated to the full payment and performance of all debts and obligations of Tenant to Landlord. At any such time or times after the occurrence of a default, violation or event of default under the Lease, and until the same shall have been cured or satisfied, any such subordinated interests or payments received by any Guarantor shall be received and held in trust for Landlord and promptly delivered to Landlord.~~

~~(h) All of the terms, agreements and conditions of this Guaranty shall extend to and be jointly and severally binding upon Guarantors, their heirs, successors and assigns, and shall inure to the benefit of and be enforced by Landlord, its successors and assigns, and the holder of any mortgage to which the Lease may be subject and subordinate from time to time.~~

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IN WITNESS WHEREOF, the undersigned have executed this Guaranty as of August , 1996.

WITNESSES: _____ GUARANTOR: Martin County Board of
County Commissioners

Address: 8771-8775 S.E. Bridge Rd.
Hobe Sound, FL 33455

WITNESSES: _____ GUARANTOR: _____

Address: _____

EXHIBIT H

ASBESTOS-CONTAINING MATERIAL (ACM)



Most buildings constructed or renovated before 1981 contain some asbestos-containing materials (ACM). The presence of asbestos in a building does not pose a risk to the building occupants if the material is managed in a fashion which insured that it is not disturbed without proper precautions. OSHA has published a new rule (*Occupational Exposure to Asbestos; Final Rule* 59 Fed. Reg. 40,964; August 10, 1994, as amended) effective October 1, 1995, that imposes significant new worker protection, record keeping, record sharing and notice requirements on landlords, tenants, and their respective contractors when dealing with known ACM, or building materials installed before 1981 that are presumed to contain ACM (called "PACM" under the rule). If you are not familiar with these new requirements, we urge that you become familiar with them immediately - in addition to traditional "asbestos removal" projects, the rule covers a wide variety of building maintenance activities that previously were not regulated, including traditional custodial activities and other small repairs that may involve ACM or PACM.

Among other requirements, landlords and their tenants are required to keep and share information regarding the presence of any known ACM in the premises. (The notice and record keeping requirements of the rule are too extensive to summarize here in detail. It is each tenant's responsibility to ensure they are in compliance with all rule requirements.) In accordance with the rule, we request that you keep us apprised of any work within your unit that you perform in the future. Although you are required to maintain independent records of these matters, this information should be transmitted to us promptly to ensure the overall coordination of these matters through Marketplace at Hobe Sound shopping center.

In any case, no ACM or PACM should be removed or disturbed without prior written notice to Marketplace at Hobe Sound shopping center, attention Michael Shegota, Property Manager and any other parties required to be notified under applicable law. All maintenance, custodial, or repair work, and all removal projects must be performed in strict accordance with all applicable rules and regulations, including OSHA's new rule and the worker protection, notice and record keeping requirements therein.

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Agency Disclosure
Florida Association of Realtors



Florida real estate licensees are required by law to disclose which party they represent in a transaction and to allow a party the right to choose or refuse among the various agency relationships.

The purpose of the AGENCY DISCLOSURE is to acknowledge that the disclosure occurred and that the consumer has been informed the various agency relationships which are available in a real estate transaction. The following descriptions of terms, agency relations and the respective duties and obligations are based upon Florida Law (Chapter 475, Florida Statutes).

| Lessor's Agent | Lessee's Agent |
|--|---|
| A licensee who is engaged by and acts as the agent of the Lessor only is known as a Lessor's agent. A Lessor's agent has the following duties and obligations: To the Lessor: (a) The fiduciary duties of loyalty, confidentiality, obedience, full disclosure, accounting and the duty to use skill, care and diligence. To the Lessee and Lessor: (a) A duty of honesty and fair dealing. (b) A duty to disclose all facts known to the Lessor's agent materially affecting the value of the property which are not known to, or readily observable by, the parties in a residential transaction. | A licensee who is engaged by and acts as the agent of the Lessee only is known as the Lessee's agent. A Lessee's agent has the following duties and obligations: To the Lessee: (a) The fiduciary duties of loyalty, confidentiality, obedience, full disclosure, accounting and the duty to use skill, care and diligence. To the Lessor and Lessee: (a) A duty of honesty and fair dealing. |

Disclosed Dual Agent

A disclosed dual agent is a licensee who, with the informed written consent of Lessor and Lessee, is engaged as a agent for both Lessor and Lessee.

As a disclosed dual agent, the licensee shall not represent the interests of one party to the exclusion or detriment of the interests of the other party. A disclosed dual agent has all the fiduciary duties to the Lessor and Lessee that a Lessor or Lessee's agent has except the duties of full disclosure and undivided loyalty.

A disclosed dual agent may not disclose:

- (a) To the Lessee that the Lessee will accept less than the asking or listed price, unless otherwise instructed in writing by the Lessor;
- (b) To the Lessor that the Lessee will pay a price greater than the price submitted in a written offer to the Lessor, unless otherwise instructed in writing by the Lessee;
- (c) The motivation of any party for selling, buying or leasing a property, unless otherwise instructed in writing by the respective party;
- (d) That a Lessor or Lessee will agree to financing terms other than those offered, unless otherwise instructed in writing by the respective party.

AGENCY DISCLOSURE

_____ is a ___ Lessee ___ Lessor and is hereby informed that Florida Assets Realty, Inc. is the Name of Brokerage Firm
Name and Victoria Derrico are acting as ___ Lessor's Agent ___ Lessee's Agent.
Name(s) of Licensee(s)

You have the explicit right to choose or refuse among these relationships. Other brokerage firms may offer you other brokerage relationships. You are free to seek any brokerage firm offering the type of relationship you desire.

11/30/91 _____
Date Lessor or Lessee

Date Lessor or Lessee

CONSENT TO DUAL AGENCY

Sign only if you are giving your informed written consent to the brokerage firm and its licensees acting as a dual agent representing both Lessor and Lessee.

Your signature also acknowledges that you have received a copy of this disclosure.

Date Lessor _____ Date Lessor
Lessor (print name) Lessor (print name)

Date Lessor _____ Date Lessor
Lessor (print name) Lessor (print name)

SECRETARIAL CERTIFICATION OF CORPORATE RESOLUTION



The undersigned Secretary of _____ ("the Corporation"), a _____ corporation, does hereby certify that a duly authorized (special meeting) (meeting) of the Board of Directors of the Corporation held on _____, 1996 by unanimous consent of (all) (_____) directors, the following resolutions were unanimously adopted:

RESOLVED: That this Corporation, through its duly authorized officers, acting for and on behalf of the Corporation, be, and is hereby authorized to lease approximately 2,700 square feet of space for Premises located at 8771-8775 S. E. Bridge Road, Hobe Sound, FL 33455 for a term of Five (5) years with One (1) renewal option for a period of Five (5) years each and on the further terms and conditions as provided in the lease ("Lease") dated _____, 1996 between Martin County Board of County Commissioners as "Tenant" which is hereby approved and accepted by this Corporation and it is further,

RESOLVED: That the duly authorized officers of this Corporation, acting for and on behalf of this Corporation, be, and are hereby authorized to enter into the Lease, modify the Lease as deemed appropriate by said officers and, in their discretion execute such contracts and any other instruments necessary or desirable in connection with the Lease and the transactions related to same, and that the duly authorized officers of this Corporation, acting for and on behalf of this Corporation, be and are hereby authorized and further documents as they deem necessary or desirable in connection with the Lease and the transactions related to same; and it is further,

RESOLVED: That _____, _____ and _____ of the Corporation are duly authorized to execute all necessary, desirable or appropriate documents in connection with the above referenced Lease and transaction.

Dated: _____

Secretary
(Corporate Seal)

LL _____ IT SH



FIRST AMENDMENT TO LEASE

This Amendment made this 10th day of October, 1997 to the Lease by and between Martin County Board of County Commissioners, hereinafter referred to as "Tenant" and Hobe Sound SC Company, Ltd., hereinafter referred to as "Landlord", which terms "Landlord" and "Tenant" shall include the successors and assigns of the respective parties;

Witnesseth

Whereas, by Lease dated November 30, 1996, Landlord did lease and demise unto Tenant those certain premises located at 8771-8775 SE Bridge Road, in the Marketplace at Hobe Sound Shopping Center.

Now therefore, in consideration of the premises and the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable considerations paid by Landlord to Tenant, the receipt and sufficiency whereof are hereby acknowledged the parties hereto agree, each with the other, that the aforesaid Lease dated November 30, 1996, shall be and the same is hereby amended in the following particulars which said amendment shall supersede anything in said Lease provided to the contrary:

- 1. The Section 1.0, Item 3, of the aforesaid Lease is amended to include an additional nine hundred (900) square feet of space 8779 SE Bridge Road, Hobe Sound, FL 33455 and herein known as "Additional Premises" (see attached Exhibit A).
2. The Section 1.0, Item 6, Guaranteed Minimum Rental, and Section 3.1 of the Lease are hereby amended to provide that pursuant to Section 1.0, Item 6 - Guaranteed Minimum Rental, the following rent will be due for the entire premises, including the Additional Premises, plus Real Estate Taxes, Operating Expenses, and all applicable taxes:
Year 1(10/10/97-11/30/97) \$4,528.89/Year \$2,700.00/Month
Year 2(12/1/97-11/30/98) \$33,372.00/Year \$2,781.00/Month
Year 3(12/1/98-11/30/99) \$34,344.00/Year \$2,862.00/Month
Year 4(12/1/99-11/30/00) \$35,316.00/Year \$2,943.00/Month
Year 5(12/1/00-11/30/01) \$36,288.00/Year \$3,024.00/Month
3. It is understood that this Amendment to Lease shall not be a binding contract until executed by both parties.

It is mutually understood and agreed that the aforesaid Lease shall remain in full force and effect and unmodified, except as the same is specifically modified and amended hereby. All covenants, obligations, terms and conditions of said Lease, not amended or modified by this Amendment to Lease, are hereby ratified and confirmed.

IN WITNESS WHEREOF, this Amendment to Lease has been duly executed by the parties hereto, under seal, as of the day and year first written above.

Signed, sealed and delivered in the presence of,

WITNESS AS TO LANDLORD

Signatures of witnesses for Landlord: Francis L. Owen, Kristine Valenti

LANDLORD: Hobe Sound SC Company, Ltd. A Limited Partnership By: West Investment Company, Inc. General Partner

Signature of Vice President for Landlord

WITNESS AS TO TENANT

Signatures of witnesses for Tenant: Joseph Malfait, Robert Skakandy

TENANT: Martin County Board of County Commissioners

Signature of Daniel D. Hudson, Administrative Services Director (SEAL)

APPROVED AS TO FORM :

Signature of Gaby K. Oldehoff, County Attorney

RECEIVED DEC 1 1996

CONFIRMATION OF LEASE TERM AGREEMENT

This Confirmation of Lease Term Agreement made this ^{17th} ~~20th~~ day of ^{December} ~~November~~, 1996 to the Lease by and between Martin County Board of County Commissioners, hereinafter referred to as "Tenant" and Hobe Sound S.C. Company, Ltd., hereinafter referred to as "Landlord", which terms "Landlord" and "Tenant" shall include the successors and assigns of the respective parties;

Witnesseth

Whereas, by Lease dated November 30, 1996, Landlord did lease and demise unto Tenant those certain premises located at 8771-8775 S.E. Bridge Road Hobe Sound Florida, in the Marketplace of Hobe Sound Shopping Center.

Whereas, Tenant is now in possession of the Premises demised under the Lease; and

Whereas, under Section 1.0, Item 5 of the Lease, Landlord and Tenant agreed to execute, acknowledge and deliver to each other an agreement setting forth the commencement date and termination date of the Lease.

Now therefore, Landlord and Tenant agree as follows:

1. Lease Commencement Date of the Lease is November 30, 1996.
2. Rent Commencement Date of the Lease is December 1, 1996.
3. Lease Expiration Date of the Lease is November 30, 2001.
4. The first Option Date of the Lease is December 1, 2001.
5. The Turn Over Date is November 30, 1996.
6. This Agreement shall bind and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto, under seal, as of the day and year first written above.

Signed, sealed and delivered in the presence of:

Becky C. Miller
Signature of Witness
 By: Becky C. Miller
Printed Name of Witness

Hobe Sound S.C. Company, Ltd.
A Florida Limited Partnership

Anny Gaubert
Signature of Witness
 By: Anny Gaubert
Printed Name of Witness

By: West Investment Company, Inc.
A Florida Corporation, Managing
General Partner

[Signature]
Its: Vice President

As to Landlord

Gregory S. Fleming
Signature of Witness
 By: Gregory S. Fleming
Printed Name of Witness

Martin County Board of County Commissioners

Anne R. Burford
Signature of Witness
 By: Anne R. Burford
Signature of Witness

By: Daniel D. Hudson
Its: Administrative Services Director

As to Tenant

STATE OF FLORIDA
MARTIN COUNTY

THIS IS TO CERTIFY THAT THE
FOREGOING 28 PAGES IS A TRUE
AND CORRECT COPY OF THE ORIGINAL
MARSHA STILLER, CLERK

BY: T. COPUS D.C.
DATE: 10-31-97



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DEC 23 1996

Property
Management