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September 15, 2021

MEMORANDUM

TO: Peter Cranis, Tourism Development Office Director

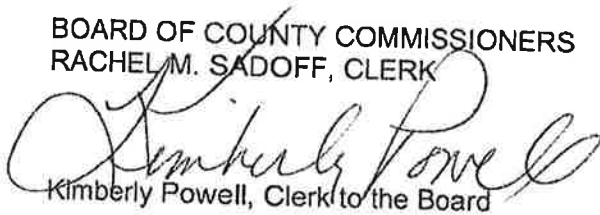
RE: Item J.5., Staff Direction for Tourism Development Office Lease and Visitor Information Center (VIC) Lease

The Board of County Commissioners, in regular session on September 14, 2021, approved moving the Tourism Development Office to 801 N. Atlantic Avenue, Suite 400, Cocoa Beach, FL 32931; and approved moving the Visitor Information Center to 267 W. Cocoa Beach Causeway, Cocoa Beach, FL 32931.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK


Kimberly Powell, Clerk to the Board

cc: Finance
Budget

White Rose Shopping Center Lease

**VK Realty, LLC, Landlord
and
Brevard County – Space Coast Office of
Tourism, Tenant**

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White Rose Shopping Center Lease

This Lease Agreement is made and entered into this 1st day of April, 2022, by and between the following Parties: VK Realty, LLC, a Florida limited liability company, d/b/a White Rose Shopping Center (hereinafter called "Landlord"), with an address of 10688 Plainview Circle, Boca Raton, Florida, 33498 and the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida, (hereinafter called "Tenant"), having an office at 267 W. Cocoa Beach Causeway, Cocoa Beach, Florida 32931. This Contract will be administered for Tenant by the Space Coast Tourism Development Office, a department of Brevard County, Florida.

ARTICLE I

Basic Lease Provisions

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 demises and leases to the Tenant, and Tenant rents from Landlord, that certain premises/store now existing known as Store # 267, White Rose Center, 267 W. Cocoa Beach Causeway, Cocoa Beach, Florida 32931 "The Center"), which premises consist of an area of approximately 828 square feet, herein called the "Demised Premises." The boundaries and locations of the Demised Premises are outlined on the site plan, which is marked Exhibit "A" attached hereto and made a part hereof which is hereby agreed to and accepted by Tenant. All dimensions shall be measured from the centerline of demising walls and from the exterior face of exterior walls. If a common hallway exists, the hallway walls will be measured from the centerline of the wall separating the Demised Premises from the common hallway. The square footage of the Center for purposes of this lease is 28,826 square feet and is subject to addition, subtraction or correction by Landlord.

SECTION 1.02 Use of Additional Areas

The use and occupation by the Tenant of the Demised Premises shall include the use in common with others entitled thereto of the common areas, employees' parking areas, service roads, malls, loading facilities, sidewalks and customer car parking areas, elevators, dumpsters and restrooms, as such common areas now exist or as such common areas may hereafter be constructed, and other facilities as may be designated from time to time by the Landlord, subject however to the terms and conditions of this lease and to reasonable rules and regulations for the use thereof as prescribed from time to time by the Landlord.

SECTION 1.03 Length of Term

The term of this lease shall be for 5 (five) year(s). The Tenant will be granted a one-time option to early terminate this Lease agreement. Said option can be exercised by Tenant for any reason so long as it is within the option period hereby defined as within sixty (60) days from the date year two (2) of the Lease Agreement commences. To exercise said option, Tenant must notify Landlord in writing within the option period. After the period elapses, Lease will remain in full force until the end of the full term of the Lease Agreement." The TENANT is responsible for payment of all rents through the effective date of termination.

SECTION 1.04 Commencement of Rent and Term

The term of this lease and Tenant's obligation to pay rent commence on April 1, 2022 and shall terminate on October 31, 2026. Tenant will receive 45 days free rent beginning on this commencement date. Tenant agrees upon request of Landlord, to execute and deliver to Landlord without charge and within thirty (30) days following request therefore, a written declaration and/or estoppel: (i) ratifying this lease, (ii) certifying that Tenant is in occupancy of the Demised Premises, the date Tenant commenced operating Tenant's business therein and

that this lease is in full force and effect and has not been assigned, modified, supplemented or amended, except by such writings as shall be stated, (iii) that all conditions under this lease to be performed by Landlord have been satisfied, except such as shall be stated; (iv) that there are no defenses or offsets against the enforcement of this lease by Landlord, or stating those claimed by Tenant; (v) reciting the amount of advanced rental, if any, paid by Tenant and the date to which rental has been paid; and (vi) reciting the amount of security deposited with Landlord, if any. Tenant agrees to execute and deliver similar declarations at any time and from time to time within thirty (30) days following request therefore by Landlord or by any mortgage binders or ground or underlying Landlord and or purchasers of the Demised Premises and each of such parties shall be entitled to rely upon such written declaration made by Tenant. Tenant shall execute a declaration required hereunder within thirty (30) days following request therefor.

SECTION 1.05 Excuse of Landlord's Performance

Anything in this agreement to the contrary notwithstanding, the Landlord 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.

ARTICLE II Rent

SECTION 2.01 Minimum Base Rent

Tenant will make all rent payments to Landlord according to the Brevard County Administrative Order AO-33 (copy available upon request) and the Florida Local Government Prompt Payment Act. Throughout the term of this lease Tenant agrees to pay Landlord, as Minimum Base Rent which shall be payable by the Tenant in equal monthly installments, on or before the first day of each month in advance, at **South State Bank c/o VK Realty, LLC, 5770 N Wickham Rd, Palm Shores, FL 32940**, or at such other place designated by Landlord, without any deduction or set-off whatsoever, thereon, the following:

Year	Annual	Monthly	Price per Square Foot	Square Footage
Year 1	\$ 9,936.00	\$ 828.00	\$ 12.00	828
Year 2	\$ 10,234.08	\$ 852.84	\$ 12.36	828
Year 3	\$ 10,540.44	\$ 878.37	\$ 12.73	828
Year 4	\$ 10,855.08	\$ 904.59	\$ 13.11	828
Year 5	\$ 11,186.28	\$ 932.19	\$ 13.51	828

SECTION 2.02 Additional Rent

Tenant acknowledges that this Lease is a triple net lease. Tenant shall pay to Landlord as Additional Rent, in addition to the Minimum Base Rent, by way of illustration but not limitation:

(a) Taxes. Tenant shall pay to Landlord as additional rent, Tenant's proportionate share of the real estate taxes and assessments levied against the Center and the parcel of land relating to the Center for each calendar year during the Term ("Annual Taxes"). Tenant's additional rent that shall contribute to a portion of Landlord's Annual Taxes shall be calculated by multiplying said Annual Taxes by a fraction, the numerator of which shall be the square footage of the Premises and the denominator of which shall be the square footage of the Center. Tenant's proportionate share of Landlord's Annual Taxes is currently 2.87 percent and is computed on the basis of \$1.66 per square foot per annum for a sum equal to \$1,424.28 annually, which may

be adjusted upon receipt of tax bills. The current proportionate share has been calculated based upon the calendar year 2020 real estate taxes. Tenant's additional rent that is contributing to Owner's Annual Taxes shall be apportioned for any calendar year during which the Terms begins or ends. Tenant's additional rent under this paragraph shall be due and payable immediately upon notice from Landlord.

(b) Insurance. Tenant shall pay to Landlord, Tenant's proportionate share ("Tenant's Insurance") of all of Landlord's property insurance premiums for coverage of the Center and the parcel of land relating to the Center for each calendar year during the Term ("Annual Insurance"). The Parties agree that any annual increase in Tenant's insurance under this paragraph shall not exceed 10 percent per year. Tenant's additional rent that shall contribute to a portion of Landlord's Insurance shall be calculated by multiplying the Annual Insurance by a fraction, the numerator of which shall be the square footage of the Premises and the denominator of which shall be the square footage of the Center. Tenant's additional rent towards Landlord's Insurance shall be apportioned for any calendar year during which the Term begins or ends. Tenant's proportionate share of Landlord's Annual Insurance is currently 2.87% and is computed on the basis of \$1.47 per square foot per annum for a sum equal to \$1,217.16 annually, which may be adjusted upon any increase or decrease of insurance. The current proportionate share has been calculated based upon the most recent annual schedule as proposed by landlord or its agent prepared in year 2020. Tenant's additional rent towards Landlord's Insurance shall be due and payable immediately upon notice from Landlord. In addition, should the Tenant's particular use cause the insurance cost of the Center to rise, then Tenant shall bear the full cost of said increase.

(c) Common Area Expenses.

(1) Tenant shall pay to Landlord, Tenant's proportionate share ("Tenant's Share") of Landlord's Common Area Expenses (as hereinafter defined) which are attributable to the Premises. Tenant's Share shall be calculated by multiplying aggregate annual Common Area Expenses (hereinafter defined) by a fraction, the numerator of which shall be the square footage of the Premises and the denominator of which shall be the square footage of the Center. Tenant's proportionate share of the Common Area Expenses is currently 2.87% and is computed on the basis of \$1.22 per square foot per annum for a sum equal to \$1,010.16 annually, which may be adjusted upon any increase or decrease of Common Area Expenses as defined in this section. Tenant's Share shall be apportioned for any calendar year during which the Term begins or ends.

(2) Common Area Expenses shall mean and refer to all costs and expenses which Landlord incurs annually during each calendar year of the Term for operating and maintaining the Center and the parcel of land and all parking and other appurtenances relating to the Center. Common Area expenses shall include, without limitation, the total cost and expense incurred in managing, operating, and maintaining the common facilities, including any gardening, landscaping, assessments, repairs, striping, lighting, painting, cleaning, replacement, removal of trash, and the cost of personnel to implement such services in the common facilities. Common Facilities and Common Areas, whether such terms are used individually or collectively, shall mean all areas, exterior walls, roofs façade, canopy areas, equipment, signs, special services provided by Landlord for the common or joint use and benefit of the occupants of the Center, their employees, agents, servants, customers and other invitees, including without limitation, parking areas, access roads, driveways, retaining walls, landscaped areas, truck service ways, pedestrian malls, courts, ramps sidewalks, parcel pickup stations, and all other necessary operating expenses to keep the Center and the parcel of land relating to the Center in proper and tenantable condition.

SECTION 2.03 First Year's Rent

Without any intent to limit or otherwise define rent to be paid herein and for illustration purposes only, and as further subject to any alteration, correction or further modification as permitted by this lease, the monthly installment on the first year's rent shall be:

Base Rent

\$ 828.00

Common Area Expenses	\$ 84.18
Real Estate Taxes	\$ 114.54
Insurance	\$ 101.43
Monthly Rent	\$ 1,128.15
Sales Tax	\$ 0.00
 Total Monthly Rent	 \$ 1,128.15

SECTION 2.04 Proportionate Share Defined

(a) The Tenant's additional rent based on the proportionate share of any and each of Landlord's tax assessment, or any increase in Landlord's insurance premiums or any increase in any other common expense, maintenance or other cost or charge incurred for the premises and not contemplated in the common area expense, applicable to the Demised 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 Demised premises and the denominator of which shall be the aggregate number of square feet of leasable building space in the Center included in the assessment on which the subject real estate taxes were calculated by the taxing authority.

(b) Other Taxes. Should any governmental authority require that a tax, other than the sales tax to be paid by Tenant but collected by Landlord, for and on behalf of such governmental authority, and from time to time forwarded by Landlord to said governmental authority, the same shall be paid by Tenant to Landlord, and be collectible 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. However, Landlord understands and recognizes that Tenant is a governmental entity exempt for taxation, and upon receipt of Tenant's tax-exempt certificate, will cooperate with Tenant in pursuing any exemption from sales, use and rent taxes due Tenant.

SECTION 2.05 Sales, Use and Rent Taxes

Tenant shall pay its proportionate share (computed in the manner set forth in Section 2.03 hereof) of all sales, use and other taxes imposed by any governmental authorities upon the manufacture, sale, use, transmission, distribution or other process necessary or incidental to the furnishing of sewer, water, electricity, and domestic water or other services to the Demised Premises. Tenant's obligation to pay such taxes is limited to its proportionate share of installments due during the term of the lease. Landlord understands and recognizes that Tenant is a governmental entity exempt for taxation, and upon receipt of Tenant's tax-exempt certificate, will cooperate with Tenant in pursuing any exemption from sales, use and rent taxes due Tenant.

SECTION 2.06 Insurance

Notwithstanding any contribution by TENANT to the cost of insurance premiums, as provided herein, TENANT acknowledges that it has no right to receive any proceeds from any insurance policies of the LANDLORD. This does not apply to liability policies where the LANDLORD is ultimately found liable or negligent. Notwithstanding any provisions to the contrary, TENANT's obligation to pay such premiums is limited to its proportionate share of installments due during the term of the lease. Further, the LANDLORD covenants that it will use the money paid under this lease to pay the premiums billed.

SECTION 2.07 Control of Common Areas by Landlord

(a) All automobile parking areas, driveways, elevators, restrooms, entrances and exits thereto and other facilities furnished by Landlord in or near the Center, including employee parking areas, the truck way or ways, pedestrian sidewalks and ramps, landscaped areas, exterior stairways, and other areas and improvements provided by Landlord for the 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, and Landlord shall have the right to construct, maintain and operate lighting facilities on all said areas and improvements, to police the same, to restrict parking by tenants, their officers, agents and employees to employee parking areas and to enforce parking charges by operation of meters or otherwise, with appropriate provisions for free parking ticket validating, or in lieu thereof, to apply the net proceeds from such charges, after deduction of costs applicable thereto, to the reduction of the cost of maintaining the parking facilities.

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

SECTION 2.08 License

All common areas and facilities not within the Demised Premises, which Tenant may be permitted to use and occupy, are to be used and occupied under a revocable license, and if any such license be revoked, or if the amount of such areas be diminished, Landlord shall not be subject to any liability. However, if diminution of said common areas and facilities is to the extent as to adversely affect the Tenant's business, Tenant shall be entitled to an abatement of the annual base rental increase for the remaining terms of the lease, as those are defined in paragraph 2.01 of this lease.

SECTION 2.09 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 2.10 Late Charges

If Tenant shall pay any rent or additional rent after the fifth (5th) day of the calendar month for which said payment is due, Tenant shall, in addition, pay a late charge equal to the greater of Fifty Dollars (\$50.00) or five percent (5%) of the amount not timely paid in order to defray Landlord's additional processing costs.

ARTICLE III Construction of Demised Premises

SECTION 3.01 Landlord's Work

Landlord warrants that it shall deliver premises clean, with air conditioning (HVAC), electric and plumbing in good working order. Landlord will also repair crack in the building façade above

premises within 90 days of full execution of the lease. As long as landlord makes best effort to find a contractor to make said repair, there will be no penalty related to this contractual agreement.

SECTION 3.02 Acceptance by Tenant

Tenant accepts the premises in their "as is" condition, subject to Landlord's warranty in 3.01. Landlord makes no representations regarding the condition of the premises. Tenant acknowledges that it has had the opportunity to inspect the premises before executing this lease.

SECTION 3.03 Changing 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 Center buildings in which the Demised Premises are contained and to build adjoining the same. 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 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 build adjoining same. Tenant agrees to cooperate with Landlord permitting Landlord to accomplish any such maintenance, repairs, alterations, additions or construction. Landlord will inform tenant of any such action(s) in a reasonable amount of time. Reduction of rent will be discussed if construction affects guest access to property.

SECTION 3.04 Right to Relocate or Substitute Premises

(a) The purpose of the site plan attached thereto as Exhibit "A" is to show the approximate location of the Demised Premises. Landlord reserves the right at any time to add to or reduce or to relocate the various buildings, automobile parking areas, and other common areas as shown on said site plan.

(b) Landlord shall have the sole and absolute right and option, at any time during the Term upon giving Tenant not less than thirty (30) days prior notice, to provide and furnish Tenant with space elsewhere in the Center of approximately the same size as the Premises and relocate Tenant to such space, with Landlord to pay all reasonable direct costs and direct expenses incurred as a result of such relocation of Tenant. Should Tenant refuse to permit Landlord to relocate Tenant to such new space, Landlord shall have the right to cancel and terminate this Lease effective forty-five (45) days from the date of Landlord's notice to Tenant of such relocation. If Landlord relocates Tenant to such new space, this Lease and each and every of its covenants and conditions shall remain in full force and effect and the same are hereby confirmed and ratified and shall be deemed applicable to such new space, and such new space shall thereafter be deemed to be the Premises as though Landlord and Tenant had entered into an amendment of this Lease with respect thereto.

ARTICLE IV Conduct of Business by Tenant

SECTION 4.01 Use of Premises

Tenant shall use the Demised Premises solely for the purpose of conducting the business of a visitor's information center and service and for no other purpose. Tenant shall occupy the Demised Premises without delay upon commencement of the term of this lease and shall conduct continuously in the Demised Premises the business above stated. Tenant will not use or permit or suffer the use of the Demised Premises for any other business or purpose. Tenant shall not sell, display or advertise drugs, medicines, hospital supplies, groceries, liquor, farm produce, meat products, seafood or any other merchandise not specifically permitted by this Section 4.01, nor shall Tenant sell, display or advertise any merchandise not usually sold by tenants conducting similar business in other shops in Brevard County, Florida and further agrees to conduct its business in the premises under the following names or trade names of, or

similar type names as: "Brevard County Visitor Information Center," "Space Coast Office of Tourism," such as may be first approved by Landlord in writing. The use of the sidewalk for the display or sale of goods or services is not permitted without the express written consent of the landlord, which may be withheld for any reason.

SECTION 4.02 Operation of Business

Tenant shall conduct its business in the Demised Premises during normal business days per week as the Bank determines and will keep the Demised Premises open for business during normal business hours. Additionally, the Tenant, in its sole discretion, may operate seven days per week, may operate beyond normal business hours, and may operate on holidays. Tenant shall not perform any acts or carry on any practices which may damage the Center. Tenant must maintain such signs, decorations, lettering, advertising matter or other thing as may be approved in good condition and repair at all times and shall perform to the criteria established from time to time by Landlord for the section of the Center within which the Demised Premises are located.

SECTION 4.03 Signage

(a) Tenant agrees that it will provide, install and maintain, at its own expense, electrically-lit channel letter sign on the designated fascia of the building of which the demised premises are a part, which sign will advertise Tenant's name and/or type of business. Such signage shall comply with Landlord's specific sign criteria, which calls for 24" maximum height channel letters. In the event that a "reader box" is employed, which is added underneath the channel lettering for the purpose of stating type of business, then the channel letters shall be a maximum of 18" in height, with the reader box 12" maximum height. Tenant shall also provide, install and maintain, at its own expense, vinyl lettering on the under canopy sign box over the front walkway, as well as on the sign box installed to the rear of the demised premises. Tenant shall also provide, install and maintain, at its own expense, vinyl lettering on the front door to the demised premises with the same style of artwork designating the business name, and the business hours. All signs shall be in the same design scheme and color as the channel lettering.

(b) Tenant acknowledges that there is limited space for signage on the sign structure along the public street bordering the Center ("street sign"). Tenant shall have the right to place signage on the street sign. Tenant will also have option of taking additional sign on space if available. Signage on the street sign shall be in conformity with the other signs on the street sign and as further designated by landlord and shall be provided, installed and maintained at Tenant's expense.

(c) With regard to any signage under this lease, Landlord understands Tenant must follow public procurement rules to procure the sign company. Landlord will not unreasonably withhold approval of company selected by Tenant. It is hereby agreed and understood that all signage designs wherever located, plus any additional signs or advertising to be used in connection with the premises leased hereunder in the front windows of the demised premises, shall be first submitted to Landlord for consent and approval before installation, and such approval shall not be unreasonably withheld.

ARTICLE V

Repairs, Maintenance and Obligations of the Parties

SECTION 5.01 Responsibility of Landlord

(a) Landlord agrees to repair and maintain in good order and condition the roof, outside walls, and foundation of building in which the Demised premises is located as well as plumbing, heating, air conditioning, electrical system, wiring and sewerage system, facilities and appliances with a maximum deductible amount of \$1,500 from the tenant. There is excepted from the preceding covenants, however; (i) 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 Tenant, its employees, agent, contractors, customers, invitees, and (iii) interior repainting and redecoration.

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

(c) Landlord shall comply with the requirements of all laws, orders, ordinances, and regulations of all governmental authorities.

SECTION 5.02 Responsibility of Tenant

(a) Without limiting the generality of the foregoing Subparagraph 5.01(b), Tenant agrees to repair and maintain in good order and condition and replace if necessary, the interior portion of the Demised Premises, including the store fronts, show windows, doors, including the rear door or doors, windows, plate and window glass and floor covering.

(b) Tenant will not install any equipment which exceeds the capacity of the utility lines leading into the Demised Premises of the building of which the Demised Premises constitute a portion.

(c) Tenant, its employees, or agents, shall not mark, paint, drill or in any way deface any walls, ceilings, partitions, floors, wood, stone or ironwork without Landlord's written consent, which shall not be unreasonably withheld or delayed. Landlord expressly gives Tenant permission to paint walls, and hang pictures and other items on the walls.

(d) Tenant shall comply with the requirements of all laws, orders, ordinances and regulations of all governmental authorities, shall pay all required license or other governmental fees associated with its business operation and will not permit any waste of property or same to be done and will take good care of the Demised premises at all times, except for any conditions existing on the date of the commencement of this lease.

(e) If Tenant refuses or neglects to repair properly as required hereunder and to the reasonable satisfaction of Landlord as soon as possible after seven (7) days of receipt of written demand, Landlord may make such repairs and upon completion thereof, Tenant shall pay Landlord's cost for making such repairs, plus twelve (12%) percent for overhead, upon presentation of bill therefor, as additional rent. Said bill shall include annual interest at twelve (12%) percent on said cost from the date of completion of repairs by Landlord. In the event the Landlord shall undertake any maintenance or repair in the course of which it shall be determined that such maintenance or repair work was made necessary by the negligence or willful act of Tenant or any of its employees or agents or that the maintenance or repair is, under the terms of this lease the responsibility of Tenant, Tenant shall pay Landlord's cost therefor as above provided in this Section.

(f) Landlord reserves the right to enter the Demised Premises and to make such repairs and do such work on or about said Demised Premises, as Landlord may deem desirable, necessary or proper, or that Landlord may be lawfully required to make and even if not required to be made. Landlord reserves the right to visit and inspect said Demised Premises at all reasonable times and show same to prospective tenants, purchasers, or mortgagees provided however, that Landlord must provide the Tenant twenty-four hours' notice in advance prior to such visit to Landlord's inspection of the Demised Premises, which shall be limited to advertised business hours and in the company of Tenant's authorized employee.

(g) All property belonging to Tenant or any occupant of the Demised Premises or the Center shall be there at the risk of Tenant or such other person only, and Landlord shall not be liable for damage thereto or theft or misappropriation thereof, unless damage is due to the negligence of Landlord.

(h) At the expiration of the tenancy hereby created, Tenant shall surrender the Demised Premises in the same condition as the Demised Premises were in upon delivery of possession thereto under this lease, reasonable wear and tear excepted, and damaged by unavoidable

casualty excepted, and shall surrender all keys for the Demised Premises to Landlord. Tenant shall remove all its trade fixtures and any alterations or improvements, which Landlord requests to be removed before surrendering the Demised Premises as aforesaid and shall repair any damage to the Demised Premises caused thereby. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of the lease.

(i) Tenant shall at its own expense perform all janitorial and cleaning services within the Demised Premises in order to keep same in a neat, clean and orderly condition. Tenant shall deposit all refuse or rubbish in the dumpsters provided by Landlord. Should the Landlord be required to hire laborers to deposit the Tenant's rubbish in the dumpsters, the cost of such labor shall be considered additional rent and shall be paid by Tenant upon presentation of a statement for such services by Landlord. Payment shall be made to Landlord within seven days of receipt of the statement from Landlord.

(j) Tenant and its agents, employees and contractors shall park all vehicles in the rear of the Center reserving all parking in the front of the Center for patrons and customers of the Center.

(k) Tenant agrees to properly maintain HVAC system, with a semi-annual maintenance contract with a qualified HVAC contractor and agrees to replace filter on a monthly basis. If landlord requests, tenant will provide copy of said maintenance contract.

SECTION 5.03 Rules and Regulations.

Tenant shall abide by and comply with all rules and regulations now or hereinafter prescribed by Landlord for the Center and the Demised Premises, and shall abide by and comply with all laws, ordinances and regulations enacted by those governmental entities, whether Federal, State or municipal, having jurisdiction over the Center or the Premises. Tenant shall neither permit nor commit any immoral or unlawful practice or act in or upon the Center or the Demised Premises. Tenant shall not permit any noxious, foul or disturbing odors to emanate from the Demised Premises nor use loudspeakers, phonographs or radio broadcasts in a manner so as to be heard outside of the Demised Premises. Landlord shall have no duty to enforce any rules and regulations, or the covenants contained in any other Center lease, as against any other tenant or occupant of the Center, and Landlord shall not be liable to Tenant for violation of the same or for any act or omission by any other tenant or occupant of the Center.

ARTICLE VI

Insurance and Indemnity

SECTION 6.01 Liability Insurance

The parties agree that the TENANT's indemnity and liability obligations hereunder shall be subject to the TENANT's right of sovereign immunity and limited to the extent of the protections of and limitations on damages as set forth in Section 768.28, Florida Statutes. Tenant shall, during the entire term hereof, keep in full force and effect, bodily injury and property damage comprehensive public liability insurance with respect to the Demised Premises for the combined single coverage of not less than \$1,000,000, or as a governmental entity, Tenant may self-insure. If possible and the County determines it should seek a new insurance carrier, the policy shall name Landlord, any person, firms or corporations designated by Landlord, and Tenant as insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Landlord thirty (30) days prior written notice. A copy of the policy or certificate of insurance shall be delivered to Landlord. In lieu of the separate policies referred to in the section, the Tenant may provide required insurance coverage via a blanket policy that it may maintain for such purposes, certification of such coverage to be provided upon request of the Landlord.

SECTION 6.02 Omitted.

SECTION 6.03 Plate Glass Insurance

The replacement of any plate glass damaged or broken from any cause whatsoever in the Demised Premises shall be Tenant's responsibility. Tenant will be responsible for the cost for repair to or replacement of any plate glass that is damaged or broken.

SECTION 6.04 Increase in Fire Insurance Premium

(a) Tenant agrees that it will not keep, use, sell or offer for sale in or upon the Demised premises any article which may be prohibited by the standard form of fire and extended risk insurance policy. Tenant agrees to pay any increase in premiums for fire and extended coverage insurance that may be charged during the term of this lease on the amount of such insurance which may be carried by Landlord on said premises or the building of which they are a part, resulting from the type of merchandise sold by Tenant in the Demised Premises, whether or not Landlord has consented to the same. In determining whether increased premiums are the result of Tenant's use of the Demised Premises, a schedule issued by the organization making the insurance rate on the Demised Premises, showing the various components of such rate, shall be conclusive evidence of the several items and charges which make up the fire insurance rate on the Demised Premises. Tenant agrees to promptly make, at Tenant's cost, any repairs, alterations, changes and/or improvements to equipment in the Demised Premises required by the company issuing Landlord's fire insurance so as to avoid, the cancellation of, or the increase in premiums on said insurance.

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

SECTION 6.05 Indemnification

(a) LANDLORD agrees, that should any legal claim be brought by a third party where the claim arises from the LANDLORD's responsibilities and its operation of the premises, to the extent caused by the negligent acts, recklessness, or intentional wrongful conduct of LANDLORD, or any of its employees, agents, contractors and servants, whether said claim is based in tort, contract, or property right, the LANDLORD shall indemnify, hold harmless and defend TENANT as to such claim, loss, liability or expenditure. Each party shall be responsible for its own attorney fees and costs. Such payments on behalf of TENANT shall be in addition to any and all other legal remedies available to TENANT and shall not be considered the TENANT's exclusive remedy. This indemnification shall survive the termination of this Contract.

(b) Subject to (c) below, TENANT agrees, that should any legal claim be brought by a third party where the claim arises from the TENANT's responsibilities and its operations within the premises during the term of the lease and any renewals, to the extent caused by the negligent acts, recklessness, or intentional wrongful conduct of TENANT, or any of its employees, agents, contractors or servants, whether said claim is based in tort, contract, or property right, the TENANT shall indemnify, hold harmless and defend LANDLORD as to such claim, loss, liability or expenditure. Each party shall be responsible for its own attorney fees and costs. Such payments on behalf of LANDLORD shall be in addition to any and all other legal remedies available to LANDLORD and shall not be considered the LANDLORD's exclusive remedy. This indemnification shall survive the termination of this Contract.

(c) Limitations on Tenant's Liability. All of TENANT's indemnity and liability obligations under this Contract shall be subject to the TENANT's right of sovereign immunity and limited to the extent of the protections of and limitations set forth in Section 768.28, Florida Statutes. Nothing in this Contract is intended to inure to the benefit of any third party for the purpose of

allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. Nothing herein shall constitute a waiver of the TENANT's sovereign immunity. The Parties acknowledge specific consideration has been exchanged for this provision.

SECTION 6.06 Liens and Encumbrances

(a) The interest of Landlord in the premises shall not be subject to liens for improvements made by or for Tenant, whether or not the same shall be made or done in accordance with any agreement between Landlord and Tenant, and it is specifically understood and agreed that in no event shall Landlord or the interest of Landlord in the Premises be liable for or subject to any mechanic's, materialmen's, or laborer's liens for improvements or work made by or for Tenant; and this Lease specifically prohibits the subjecting of Landlord's interest in the Premises to any mechanic's, materialmen's, or laborer's liens for improvements made by Tenant or for which Tenant is responsible for payment under the terms of this Lease. All persons dealing with Tenant are hereby placed upon notice of this provision.

(b) If any mechanic's lien or other lien, or order for the payment of money, should be filed against the premises, or any improvements thereon, by reason of any work alleged to have been done by or for Tenant, then Tenant, within 30 days after receipt of notice thereof from Landlord, will cause the same to be discharged of record, by bond or otherwise, at the election and expense of Tenant. In any action, suit or proceeding which may be brought for the enforcement of any such lien or order. Tenant will save Landlord harmless therefrom.

(c) If any mechanic's lien or other lien, or order for the payment of money, should be filed against the premises, or any improvements thereon, for any reasons provided in this Section, and the same is not removed by Tenant within 30 days after notice from Landlord, Landlord will have the right to remove same by bonding, and all sums expended by Landlord for such removal, including counsel fees, will be paid by Tenant to Landlord on demand and will be deemed additional rent.

ARTICLE VII Utilities

SECTION 7.01 Payment for Utilities

Tenant shall be solely responsible for and promptly pay all charges for water, gas, electricity or any other utility used or consumed in the Demised Premises. If Landlord supplies any utility services to Tenant, on or before the fifteenth (15th) day of the month next following the Commencement Date, and the fifteenth (15th) day of each month thereafter during Tenant's occupancy, Landlord shall deliver to Tenant a statement of the utility costs for the preceding month and Tenant's proportionate share of such utility costs. Within ten (10) days after receipt of the statement, Tenant shall pay to Landlord, as additional rental, Tenant's proportional share of such utility costs. In addition, Tenant shall be responsible for payment of any sales tax due on such utilities paid for by the Landlord. In no event shall Landlord be liable for an interruption or failure in the supply of any such utilities to the Demised Premises. Landlord understands and recognizes that Tenant is a governmental entity exempt for taxation, and upon receipt of Tenant's tax-exempt certificate, will cooperate with Tenant in pursuing any exemption from sales, use and rent taxes due Tenant.

ARTICLE VIII Attornment, Subordination

SECTION 8.01 Attornment

Tenant shall, in the event any proceedings are brought for the foreclosure of, or in the event or exercise of the power of sale, under any mortgage made by the Landlord covering the Demised

Premises or in the event a deed is given in lieu of foreclosure of any such mortgage, attorn to the purchaser or grantee in lieu of foreclosure upon any such foreclosure or sale and recognize such purchaser or grantee in lieu of foreclosure as the Landlord under this lease.

SECTION 8.02 Subordination

(a) Tenant agrees that this lease and the interest of Tenant therein shall be, and the same hereby is made Subject and subordinated at all times to all covenants, restrictions, easements and other encumbrances now or hereafter affecting the fee title of the Center and to all ground and underlying leases and to any first mortgage in any amounts, and all advances made and to be made thereon, which may now or hereafter be placed against or affect any or all of the land and/or any or part of the buildings and improvements, including the Demised Premises, now or at any time hereafter constituting a part of the Center, and/or any ground or underlying leases covering the same, and to all renewals, modifications, consolidations, participations, replacements and extensions thereof. The term "mortgages" as used herein shall be deemed to include trust indentures and deeds of trust. The aforesaid provisions shall be self-operative and no further instrument of subordination shall be necessary unless required by any such ground or underlying Landlords or mortgagees. Any such subordination shall be conditioned upon Tenant's receipt of a non-disturbance agreement from the mortgagee or lender.

(b) Furthermore, this lease will subordinate to any other mortgagee now or at any time placed against the Center, provided that, as a condition to such subordination the mortgagee shall under such mortgage agree in writing to grant non-disturbance to the Tenant. Should the Landlord or any ground or underlying Landlords or mortgagees desire confirmation of such subordination, then Tenant, within ten (10) days following Landlord's written request therefor, agrees to execute and deliver, without charge, any and all documents (in form acceptable to Landlord and such ground or underlying Landlords or mortgagees) subordinating this lease and the Tenant's rights hereunder. However, should any such ground or underlying Landlords or any mortgagees request that this lease be made superior, rather than subordinate, to any such ground or underlying lease and/or mortgage, then Tenant, within ten (10) days following Landlord's written request therefor, agrees to execute and deliver, without charge, any and all documents (in form acceptable to Landlord and such ground or underlying Landlords or mortgagees) effectuating such priority.

ARTICLE IX Assignment and Subletting

SECTION 9.01 Consent Required

(a) Tenant may not assign this lease in whole or in part, nor sublet all or any portion of the Demised Premises, without prior written consent of Landlord in each instance. The consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. This prohibition against assignment or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. Such consent shall not be unreasonably withheld or delayed. If this lease be assigned, or if the Demised Premises or any part thereof be underlet or occupied by any party other than Tenant, Landlord may collect rent from the assignee, subtenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, underletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, subtenant or occupant as Tenant or a release of Tenant from the further performance by Tenant of the covenants on the part of Tenant herein contained. This prohibition against assignment or subletting shall be construed to include prohibition against any assignment or subleasing by operation of law, legal process, receivership, bankruptcy or otherwise whether voluntary or involuntary. Notwithstanding any assignment or sublease, Tenant shall remain fully liable on this lease and shall not be released from performing any of the terms, covenants and conditions of this lease.

(b) Any issuance or transfer of stock in any corporate tenant or subtenant or any interest in any non-corporation entity tenant or subtenant, by sale, exchange, merger, consolidation, operation of law, or otherwise, or creation of new stock or interests shall be vested in one or

more parties who are non-stockholders or interest holders as of the Date of this Lease, however accomplished, and whether in a single transaction or in a series of related or unrelated transactions, shall be deemed an assignment of this Lease.

ARTICLE X
Waste, Governmental Regulations

SECTION 10.01 Waste or Nuisance

Tenant shall not commit or suffer to be committed any waste upon the Demised Premises or any nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant in the Center.

SECTION 10.02 Governmental Regulations

Except for physical conditions existing at the Commencement Date and obligation of Landlord hereunder, Tenant shall, at Tenant's sole cost and expense, comply with all county, municipal, state, federal laws, orders, ordinances and other applicable requirements of all governmental authorities, now in force, or which may hereafter be in force, pertaining to the Demised Premises, and shall faithfully observe in the use and occupancy of the Demised premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force.

SECTION 10.03 Americans with Disabilities Act.

(a) LANDLORD and TENANT do hereby acknowledge and agree that effective January 26, 1992, the Americans with Disabilities Act (hereinafter referred to as ADA), including each of the four (4) Titles of the Act, and more specifically Title III of said Act (collectively, the ADA Act), is in full force and effect and is applicable to the Premises pursuant to action passed by the United States Congress. The Act is designed to regulate and allow for the equal accessibility of the disabled and impaired person or persons within the Premises or the Property of which the Premises are a part. The Act and all rules, regulations, judicial and administrative rulings and decisions, standards and codes, as the same may be hereafter amended, supplemented and/or modified, are collectively referred to as the Americans with Disabilities Act.

(b) LANDLORD is responsible to ensure that the premises meet the standards of the ADA at the time the premises are turned over to TENANT, and LANDLORD remains responsible to make any changes to said premises to remain in compliance, should the ADA requirements change over time. LANDLORD shall not be responsible for the ADA compliance of TENANT's Improvements to the premises. Tenant's Improvements shall include all changes TENANT makes to LANDLORD's premises, TENANT's furniture and its arrangement within the premises. Upon occupying the premises, TENANT does hereby agree that TENANT shall be solely responsible for ensuring that TENANT's Improvements to the premises are in compliance with the ADA throughout the Lease Term and any renewals. Subject to the Tenant's right of sovereign immunity and limited to the extent of the protections of and limitations on damages as set forth in Section 768.28, Florida Statutes, TENANT is responsible for any fines, litigation or liens that may result solely from Tenant's Improvements to the premises causing the premises to be noncompliant with the ADA. Landlord is responsible for any fines, litigation, or liens that may result from the LANDLORD's premises being noncompliant with the ADA at the time the premises are turned over. In the event of a change to the requirements of the ADA, the Landlord is responsible for any fines, litigation, or liens that may result from the LANDLORD's failure to upgrade the premises to comply with said changes. LANDLORD shall not be responsible for any fines, litigation or liens over the ADA compliance of TENANT's Improvements to the premises. Nothing in this Contract is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. Nothing herein shall constitute a waiver of the Tenant's sovereign immunity.

SECTION 10.04. Hazardous Waste.

(a) Tenant warrants and represents that it will, during the period of its occupancy of the Premises under this Lease, comply with all Federal, state and local laws, regulations and ordinances with respect to the use, storage, treatment, disposal or transportation of Hazardous Substances. Subject to the Tenant's right of sovereign immunity and limited to the extent of the protections of and limitations on damages as set forth in Section 768.28, Florida Statutes, Tenant shall indemnify and hold Landlord harmless from and against any claims, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, reasonable attorneys' fees and costs at trial and on appeal) arising from the breach of the preceding warranty and representation. Nothing in this Contract is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. Nothing herein shall constitute a waiver of the Tenant's sovereign immunity.

(b) For the purposes of this Section, the term "Hazardous Substances" shall be interpreted broadly to include but not be limited to, substances designated as hazardous under the Resource Conservation and Recovery Act, 42 U.S.C. '9601, et seq., the Federal Water Pollution Control Act, 33 U.S.C. '1257, et seq., the Clean Air Act, 42 U.S.C. '2001, et seq., or the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. '9601, et seq., any applicable State Law or regulation. The term shall also be interpreted to include but not be limited to any substance which after release into the environment and upon exposure, ingestion, inhalation or assimilation, either directly from the environment or directly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer and/or genetic abnormalities, and oil and petroleum based derivatives.

(c) The provisions of this Section shall be in addition to any other obligations or liabilities Tenant may have to Landlord at law and equity and shall survive termination of this Lease.

(d) Tenant shall not store or dispose of any hazardous material or waste in or about the premises. Subject to the TENANT's right of sovereign immunity and limited to the extent of the protections of and limitations on damages as set forth in Section 768.28, Florida Statutes, Tenant shall indemnify and hold Landlord harmless from and against any claims, damages, costs, expenses or actions which arise out of any breach of this provision and such indemnity shall survive the termination of the Lease, except those specifically used in Tenant's business, which use has been disclosed to and approved in writing by Landlord. In such event, Tenant shall properly dispose of same and shall provide Landlord with a written plan detailing such disposal. In addition, should the Tenant's particular use cause the insurance cost of the Center to rise, then Tenant shall bear the full cost of said increase. Nothing in this Contract is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. Nothing herein shall constitute a waiver of the TENANT's sovereign immunity.

ARTICLE XI

Advertising

SECTION 11.01 Solicitation of Business

Tenant and Tenant's employees and agents shall not solicit business in the parking or other common areas, nor shall Tenant distribute any handbills or other advertising matter in automobiles parked in the parking area or in other common areas without prior permission from landlord.

ARTICLE XII

Destruction of Demised Premises

SECTION 12.01 Total or Partial Destruction

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If the Demised Premises shall be partially damaged by fire or other casualty insured under Landlord's insurance policies, then upon Landlord's receipt of the insurance proceeds Landlord shall except as otherwise provided, repair and restore the premises (exclusive of Tenant's trade fixtures, decorations, signs and contents) substantially to their condition immediately before the damage or destruction, limited, however, to the extent of the insurance proceeds received by Landlord. If by reason of the occurrence: (a) the Demised Premises are rendered wholly untenable, or (b) they are damaged in whole or in part as a result of a risk not covered by Landlord's insurance policies, or (c) they are damaged in whole or part during the last three (3) years of the term of those policies, (or of any renewal term), or (d) the building of which the Demised Premises form a part or all of the buildings that then comprise the Center is or are damaged (whether or not the Demised Premises are damaged) to the extent of fifty (50%) percent or more of their then replacement value, or (e) any or all of the buildings or the common areas of the Center are damaged (whether or not the Demised Premises are damaged) to such an extent that the Center in the sole judgment of Landlord cannot be operated as an integral unit, then Landlord may elect either to repair the damage as aforesaid, or to cancel this lease by written notice of cancellation given to Tenant within one hundred eighty (180) days after the date of that occurrence, and thereupon this lease shall cease and terminate with the same force and effect as though the date set forth in the Landlord's notice were the date fixed for the expiration of the term of this agreement and Tenant shall vacate and surrender the Demised Premises to Landlord. Upon the termination of this lease, Tenant's liability for the rents reserved hereunder shall cease as of the effective date of the termination of this lease, subject, however, to the provisions for the prior abatement of rent hereafter set forth. Unless this lease is terminated by Landlord, as aforesaid, this lease shall remain in full force and effect and the parties waive the provisions of any law to the contrary, and Tenant shall repair, restore or replace Tenant's trade fixtures, decorations, signs, and contents in the Demised Premises in a manner and to at least a condition equal to that existing prior to their damage or destruction and the proceeds of all insurance carried by Tenant on the property shall be held in trust by Tenant for the purposes of that repair, restoration or replacement. If by reason of the fire or other casualty the Demised Premises are rendered wholly untenable the Minimum Base Rent shall be fully abated, or if only partially damaged the rent shall be abated proportionately as to that portion of the Demised Premises rendered untenable, in either event (unless Landlord shall elect to terminate this lease) until fifteen (15) days after notice by Landlord to Tenant that the Demised Premises have been substantially repaired and restored or until Tenant's business operations are restored in the entire Demised Premises, whichever shall occur sooner. Tenant shall continue the operation of Tenant's business in the Demised Premises or any part of them not so damaged during any such period to the extent reasonably practicable from the standpoint of prudent business management and, except for the abatement of the Minimum Base Rent as set forth above, nothing herein contained shall be construed to abate obligations for the payment of any other additional rents and charges reserved hereunder. If the damage or other casualty shall be caused by the negligence of Tenant or of Tenant's subtenants, concessionaires, licensees, contractors or invitees or their respective agents or employees, there shall be no abatement of rent. Except for the abatement of the Minimum Base Rent set forth above, Tenant shall not be entitled to and waives all claims against Landlord for any compensation or damage for loss of use of the whole or any part of the Demised Premises for any inconvenience or annoyance occasioned by any such damage, destruction, repair or restoration. The provisions of any statute or other law that may be in effect at the time of the occurrence of the damage or destruction, under which a lease is automatically terminated or a Tenant is given the right to terminate a lease upon the occurrence of any such damage or destruction, are expressly waived by Tenant.

ARTICLE XIII

Eminent Domain

SECTION 13.01 Total Condemnation

(a) In the event that the whole of the Center shall be lawfully condemned or taken, then the term hereby granted shall cease and terminate as of the date of actual taking.

(b) In the event that any part of the Demised premises or any part of the area designated for Tenant's parking shall be taken or condemned by any competent authority for any public use or purpose or should any portion of the common areas or common parking areas of the Center be so taken so that the remaining common areas or common parking areas are not adequate, in Tenant's sole discretion, to serve Tenant's needs, Tenant may within 120 days after the date of physical taking of possession by the condemning authority, at its sole option, elect to terminate the within lease by serving written notice thereof upon Landlord.

(c) In the event that the Demised Premises are partially taken as a result of any eminent domain or condemnation proceeding and the Lease Agreement is not terminated as a result thereof, Landlord shall promptly repair and restore the remaining portion of the Demised Premises to a complete architectural unit as nearly as is practicable to the same condition as said premises were in prior to any such taking. All rent and additional rent required to be paid by Tenant pursuant to the terms of this Lease Agreement shall equitably abate from and after the date of any such taking and shall continue to abate until such time as the premises are fully repaired and restored and delivered to Tenant as aforesaid whereupon all rent and additional rent thereafter due and payable hereunder shall continue to be abated directly in the proportion to that area of the Demised Premises so taken bears to the entire area of the Demised Premises prior to such taking. In the event that the Demised Premises are not so restored or repaired and delivered to Tenant within six (6) months from the date of any such taking, Tenant shall have the option of either terminating the Lease Agreement or extending the time within which Landlord may restore or repair said Demised Premises.

(d) In the event of any condemnation or taking of the Demised Premises, whether or not this lease shall be terminated as a result thereof, Tenant shall be entitled to receive out of any award granted by the condemning authority an amount equal to the unamortized portion of Tenant's leasehold improvements so taken, and any costs or losses incurred by Tenant in connection with the interruption of Tenant's business and the relocation of Tenant's furniture, fixtures, leasehold improvements, equipment and the like. Notwithstanding the foregoing, Tenant shall be entitled to receive such additional compensation as may be separately awarded or recoverable by Tenant from the condemning authority for any loss or damage whatsoever occasioned by any such partial or total taking. Except as set forth in this Section, Tenant waives any and all right to participate in Landlord's award.

ARTICLE XIV

Default of Tenant

SECTION 14.01 Events of Default

Upon the happening of one or more of the events as expressed below, the Landlord shall have any and all rights and remedies hereinafter set forth. If Tenant shall (i) fail to pay to Landlord as and when due Minimum Base Rent or any Additional Rent, late charge, processing fee or other monetary obligation as herein set forth and after five (5) days written notice thereof and Tenant's failure to cure, or (ii) file a voluntary petition in bankruptcy or reorganization, or make any assignment for the benefit of creditors, or seek any similar relief under any present or future statute, law or regulation relating to relief of debtors, or (iii) be adjudicated bankrupt or have any involuntary petition in bankruptcy filed against it, or (iv) cease conducting business at the Premises for more than three (3) consecutive days, or remove all or a major portion of its inventory of goods for sale from the Premises, or (v) dishonor or attempt to revoke or breach the guarantee, or (vi) fail to keep and perform any one or more of the covenants and conditions herein contained, then and in any of such events, (vii) an execution or other legal process is levied upon the goods, furniture, effects or other property of Tenant brought on the Demised Premises, or upon the interest of Tenant in this lease, and the same is not satisfied or dismissed within ten (10) days from this levy; Tenant will be deemed to be in default under this Lease ("Tenant's Default" or "Default").

SECTION 14.02 Remedies

Landlord's Remedies. Upon the occurrence of any Event of Default, Landlord shall have the option to pursue anyone or more of the following remedies without any notice or demand whatsoever except as otherwise expressly provided:

- (a) In the event of a default in the payment of rent, Landlord may, with or without terminating this Lease, accelerate all remaining unpaid rents, which shall thereafter become immediately due and payable.
- (b) Landlord, with or without terminating this Lease, may, without prejudice to any other remedy Landlord may have for possession, arrearages in Rent, Additional Rent or damages for breach of contract or otherwise, immediately or at any time thereafter reenter the Demised Premises and expel or remove therefrom Tenant and all persons and entities claiming by or through Tenant (including, without limitation, any and all subTenants and assignees) and all property belonging to or placed on the Demised Premises by, at the direction of or with the consent of Tenant or its assignees or subTenants, by force if necessary, without being liable to prosecution for any claim for damages therefor, and Tenant agrees to indemnify Landlord for all loss and damage which Landlord may suffer by reason of such termination of this Lease or of Tenant's right to possession hereunder, whether through inability to relet the Premises or through decrease in rental or otherwise.
- (c) Landlord, with or without terminating this Lease, may immediately or at any time thereafter relet the Demised premises or any part thereof for such time or times, at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable, and Landlord may make any alterations or repairs to the Demised Premises which it may deem necessary or proper to facilitate such reletting, and Tenant shall pay all costs of such reletting including, but not limited to, the cost of any such alterations and repairs to the Demised Premises, attorneys' fees and brokerage commissions, and if this Lease shall not have been terminated, Tenant shall continue to pay all rent, including, without limitation all Additional Rent and all other charges due under this Lease up to and including the date of beginning of payment of rent by any subsequent tenant of part or all of the Premises, and thereafter Tenant shall pay monthly during the remainder of the term of this Lease the difference, if any, between the rent and other charges collected from any such subsequent tenant or tenants and the Rent, including, without limitation all Additional Rent and other charges reserved in this Lease, but Tenant shall not be entitled to receive any excess of any such rents collected over the Rent, including, without limitation all Additional Rent reserved herein.
- (d) Landlord, with or without terminating this Lease, may recover from Tenant all damages and expenses Landlord suffers or incurs by reason of Tenant's default, including, without limitation, costs of recovering the Demised Premises, attorney's fees and any unamortized value of any tenant improvement allowance, tenant improvements and brokerage commissions, all of which shall be immediately due and payable by Tenant to Landlord immediately upon demand. Any right to exclusive use provided to Tenant in this Lease shall terminate upon any default by Tenant and at election of Landlord.
- (e) The remedies provided for in this Section are in addition to any other remedies available to Landlord at law or in equity by statute or otherwise. All remedies provided in this Lease are cumulative and may be exercised alternatively, successively or in any other manner. The exercise by Landlord of anyone or more of the rights and remedies provided in this Lease shall not prevent the subsequent exercise by Landlord of anyone or more of the other rights and remedies herein provided.

SECTION 14.03 Waiver

The waiver of either party of any breach or of any term, condition or covenant herein contained shall not be waiver of such term, condition or covenant, or any subsequent breach of the same or 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 shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent similar act by Tenant. No re-entry hereunder shall bar the recovery of rents or damages for the

breach of any of the terms, conditions or covenants on the part of Tenant herein contained. The payment or receipt of rent after breach or condition broken, or delay on the part of either party to enforce any right hereunder, shall not be deemed a waiver of forfeiture, or a waiver of the right of that party to annul this lease or take any other action permitted by this lease.

SECTION 14.04 Expenses of Enforcement

In the event that any check, bank draft, order for payment or negotiable instrument given to Landlord for any payment under this lease shall be dishonored for any reason whatsoever not attributable to Landlord, Landlord shall be entitled to make an administrative charge to Tenant as set forth in Fla. Stat. 68.065. In the event that it shall be necessary for Landlord to give more than one (1) written notice to the Tenant of any violation of this lease, Landlord shall be entitled to make an administrative charge to Tenant of Seventy Five (\$75.00) Dollars for each such notice. Tenant recognizes and agrees that the charges which Landlord is entitled to make upon the conditions stated in this Section 14.04 represent, at the time this lease is made, a fair and reasonable estimate and liquidation of the costs of Landlord in the administration of the Center resulting to Landlord from the events described which costs are not contemplated or included in any other rental or charges provided to be paid by Tenant to Landlord in this lease. Any charges becoming due under this Section of this lease shall be added and become due with the next ensuing monthly payment of fixed minimum rental and shall be collectable as part thereof.

SECTION 14.05 Legal Expenses

Tenant agrees to pay the cost of collection and reasonable attorney's fees on any part of the rental that may be collected by suit or by attorney after the same is past due. In case either party shall retain an attorney to enforce the provisions of this Lease other than for collection of rent, or if suit shall be brought for recovery of possession of the Demised Premises because of the breach of any other covenant herein contained to be kept or performed by the other party, the prevailing party shall collect from the other party all expenses incurred therefor, including reasonable attorney's fees, which fees shall include services through and including all trial and appellate levels, and collection and enforcement of any judgment.

SECTION 14.06 Landlord's Lien

Landlord shall have and enjoy a landlord's statutory lien, and in addition thereto and cumulative thereof, Landlord shall have, and Tenant hereby grants unto Landlord, a security interest in all of the goods, wares, furniture, fixtures, office equipment, supplies and other property of Tenant now or hereafter placed in, upon or about the Demised Premises, and all proceeds thereof, as security for all of the obligations of Tenant under this Lease, provided that Tenant shall have the right to make sales of its goods, wares and merchandise to its customers in the normal regular course of its business conducted in the Demised Premises free and clear of the aforesaid lien and security interest. Tenant shall not remove any of its personal property from the Demised Premises until all of the Tenant's obligations under this Lease have been satisfied in full. Without intending to exclude any other manner of giving Tenant any required notice, any requirement of reasonable notice to Tenant of Landlord's intention to dispose of any collateral pursuant to the enforcement of such security interest shall be met if such notice is given in the manner prescribed in Article 20.05 of this Lease at least five (5) days before the time of any such disposition. Any sale made pursuant to the enforcement of such security interest shall be deemed to have been a public sale conducted in a commercially reasonable manner if held in the Demised Premises after the time, place and method of sale and a general description of the types of property to be sold have been advertised in a daily newspaper published in Brevard County, Florida, for five (5) consecutive days before the date of sale. Landlord shall have all of the rights and remedies of a secured party under the Florida Uniform Commercial Code, and upon request by Landlord, Tenant agrees to execute and deliver to Landlord a financing statement in form sufficient to perfect the security interest of Landlord in the aforementioned property and proceeds thereof.

ARTICLE XV Access by Landlord

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SECTION 15.01 Right of Entry

Landlord and Landlord's agents shall have the right to enter into and upon any and all parts of the Demised Premises during ordinary business hours or during non-business hours only upon prior reasonable notice to inspect, test, clean, make repairs, alterations and additions to the Building or the Demised Premises as Landlord may deem necessary, or to provide any service which Landlord is now or hereafter obligated to furnish to tenants of the Center, and Tenant shall not be entitled to any abatement or reduction of rent by reason thereof. Landlord shall also have the right to enter the Demised Premises at reasonable times during ordinary business hours and upon prior written notice to show same to prospective purchasers, Tenants, mortgagees or lenders. Any entry by the Landlord shall be upon reasonable notice to the Tenant, except in emergency situations. Absent an emergency, any such entry after reasonable notice shall not unreasonably interfere with the Tenant's business. Landlord and its guests may have access during the last 90 days of the Lease term for the purposes of showing the demised premises for lease and Tenant shall cooperate with any such reasonable requests for the purpose of showing the demised premises for lease. Reasonable notice shall be defined as a minimum of 24 hours notice to Tenant.

ARTICLE XVI Tenant's Property

SECTION 16.01 Taxes on Leasehold or Personal

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 Demised Premises by the Tenant. Landlord understands and recognizes that Tenant is a governmental entity exempt from taxation, and upon receipt of Tenant's tax-exempt certificate, will cooperate with Tenant in pursuing any exemption from sales, use and rent taxes due Tenant.

SECTION 16.02 Loss and Damage

Subject to the Tenant's right of sovereign immunity and limited to the extent of the protections of and limitations on damages as set forth in Section 768.28, Florida Statutes, Tenant will indemnify Landlord and save it harmless from and against any and all claims, actions, damages, liability and expenses in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon, or at the Demised Premises, or the occupancy or use by Tenant of the Demised premises or any part thereof, or occasioned wholly or in part by any negligent act or omission of Tenant, its agents, contractors, employees, and servants, , for which the Tenant is legally liable.. Nothing in this Contract is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. Nothing herein shall constitute a waiver of the TENANT's sovereign immunity.

SECTION 16.03 Notice by Tenant

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

ARTICLE XVII Holding Over Successors

SECTION 17.01 Holding Over

In the event Tenant remains in possession of the Demised Premises after the expiration of the tenancy created hereunder, and without the execution of a new lease, Tenant, at the option of

the Landlord, shall be deemed to be occupying the Demised Premises as a Tenant from month-to-month, at a monthly rent equal to two times the fixed minimum rent payable during the last month of the lease term.

In addition to the Minimum Base Rent Tenant agrees to pay monthly, all Additional Rent for which Tenant would have been responsible if the lease had been renewed on the same terms contained herein, such tenancy to be subject to all the other conditions, provisions and obligations of this lease insofar as the same are applicable to a month-to-month tenancy.

SECTION 17.02 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, assigns of the said parties, and if there shall be more than one Tenant, they shall be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefits of any assignee of Tenant unless the assignment to such assignee has been approved by Landlord in writing as provided in Section 10.01 hereof. Nothing contained in this lease shall in any manner restrict Landlord's right to assign or encumber this lease and, in the event Landlord sells or transfers its interest in the Center and the purchaser or transferee assumes Landlord's obligation and covenants, Landlord shall thereupon be relieved of all further obligations hereunder.

ARTICLE XVIII Quiet Enjoyment

SECTION 18.01 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 of 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.

ARTICLE XIX Miscellaneous

SECTION 19.01 No Accord and Satisfaction

No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent.

SECTION 19.02 Entire Agreement

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

SECTION 19.03 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 adventurer or a member of a joint enterprise with Tenant. The provisions of this lease relating to the percentage of rent payable hereunder are included solely for the purpose of providing a method whereby the rent is to be measured and ascertained. The Tenant contracts for the services of the Landlord as an independent contractor, and not as an employee. Neither Party shall have the authority to enter into any Contract of any kind on behalf of the other, or to bind or obligate the other to any third party.

SECTION 19.04 Notices

(a) All notices shall be in writing and must be served by certified mail, or registered mail, postage prepaid, addressed to Landlord or Tenant as follows:

To the Landlord: Shari Kasner
VK Realty, LLC
10688 Plainview Circle
Boca Raton, FL 33498

To the Tenant: Space Coast Office of Tourism
c/o Executive Director
150 Cocoa Isles Blvd, St. 401
Cocoa Beach, FL 32931

(b) Any notice shall be deemed delivered upon hand delivery, or three (3) days following deposit in the United States postal system, postage prepaid, return receipt requested, addressed to the Parties at the following addresses above.

SECTION 19.05 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 19.06 Tenant Defined, Use of Pronoun

The word "Tenant" shall be deemed and taken to mean each and every person mentioned as a Tenant herein 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 anyone thereof, and shall have the same force and effect as if given 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 provisions of this lease apply in the plural sense where there is more than one Landlord or Tenant and to either corporations, associations, partnership, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

SECTION 19.07 Broker's Commission

Tenant represents and warrants that it has dealt with no broker or brokers in connection with the negotiation and/or execution of this lease. Landlord represents and warrants that it has dealt with a broker in connection with the negotiation and/or execution of this lease, and that Landlord is solely responsible for the payment of said broker's commission. Landlord agrees to indemnify the Tenant against, and hold it harmless from, all liabilities arising from any claim for brokerage commissions or finder's fees resulting from the Landlord's acts (including, without litigation, the cost of counsel fees in connection therewith).

SECTION 19.08 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, and condition of this lease shall be valid and be enforced to the fullest extent permitted by law.

SECTION 19.09 Recording

Tenant shall not record this Lease or any memorandum thereof without the written consent of Landlord.

SECTION 19.10 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 this lease or in any wise related hereto or the Demised Premises it being further acknowledged and agreed that Tenant is accepting this lease and the estate created hereby upon and subject to the understanding that it shall not enforce or seek to enforce any claim or judgment or any other matter, for money or otherwise, personally or directly against any officer, director, stockholder, partner, principal (disclosed or undisclosed), representative or agent of Landlord, but will look solely to the Landlord's interest in the 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 Landlords or the holders of the mortgages covering the 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 19.11 Attachments

Exhibits A, and any guarantee form, as well as any addendums or riders which are attached to this lease, are part of this Lease and are incorporated herein as if fully set forth herein.

SECTION 19.12 WAIVER OF JURY TRIAL/VENUE/GOVERNING LAW/ATTORNEY'S FEES & COSTS

BOTH PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION, INCLUDING WITHOUT LIMITATION, ANY CLAIMS, CROSSCLAIMS OR THIRD-PARTY CLAIMS, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE, OR THE TRANSACTION CONTEMPLATED HEREIN. Both Parties hereby certify that no representative or agent of either Party or its counsel have represented, expressly or otherwise, that Landlord would not, in the event of such litigation, seek to enforce this waiver of right to jury trial provision. Tenant acknowledges that Landlord has been induced to enter into this Lease by, inter alia, the provisions of this Paragraph.

In the event of any litigation between the Parties arising out of this Contract, each Party will bear its own attorney's fees and costs. The Parties agree that this Contract is governed by the laws of the State of Florida and venue for legal action brought under this Contract shall be in a court of competent jurisdiction in Brevard County, Florida. LANDLORD consents and waives any objection or defenses relating to Florida state court having jurisdiction over any dispute or claim arising out of this agreement and consents to process being served upon its Florida registered agent. LANDLORD expressly waives removal of any claim or action arising under this agreement to federal court.

SECTION 19.13 Time of the Essence.

Each of Tenant's covenants herein is a condition and time is of the essence with respect to the performance of every provision of this Lease and the strict performance of each shall be a condition precedent to Tenant's rights to remain in possession of the Premises or to have this Lease continue in effect.

SECTION 19.14 Radon Gas

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time.

Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

19.15. COUNTERPARTS AND AUTHORITY.

This Contract may be executed in counterparts all of which, taken together, shall constitute one and the same Contract. Each Party represents that the person signing on its behalf has been fully authorized by all required action to sign on behalf of and to bind that Party to the obligations stated herein.

19.16. ENTIRE CONTRACT:

This Contract, including exhibits, riders, and/or addenda, if any, sets forth the entire agreement and understanding between the Parties. This Contract shall not be modified except in writing and executed by all Parties. This Contract supersedes all prior agreements and negotiations respecting such matter. The Parties acknowledge that they fully reviewed this Contract and had the opportunity to consult with legal counsel of their choice, and that this Contract shall not be construed against any Party as if they were the drafter of the Contract.

19.17. PUBLIC ENTITY CRIMES.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

19.18. CONFLICTS OF INTEREST.

No officers, members or employees of the TENANT, and no members of its governing body, and no other public official of the governing body of the locality or localities in which services for the facilities are situated or carried out, who exercises any functions or responsibilities in the review or approval of this Contract, shall participate in any decision relating to this Contract which affects their personal interest, or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds of this Contract. The LANDLORD covenants that it presently has no conflict of interest and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required to be performed under this Agreement. The LANDLORD further covenants that in the performance of this contract, no person having any such interest shall be employed by LANDLORD.

19.18. SCRUTINIZED COMPANIES.

a. The LANDLORD certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, Florida Statutes, the TENANT may immediately terminate this Contract at its sole option if the LANDLORD or its subcontractors are found to have submitted a false certification; or if the LANDLORD, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel during the term of this Contract.

b. If this Contract is for more than one million dollars, the LANDLORD further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes.

c. Pursuant to Section 287.135, Florida Statutes, the TENANT may immediately terminate this Contract at its sole option if the LANDLORD, its affiliates, or its subcontractors are found to

have submitted a false certification; or if the LANDLORD, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the contract.

d. The LANDLORD agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this contract.

e. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize these contracting prohibitions, this section shall become inoperative and unenforceable.

19.19. NON-DISCRIMINATION. LANDLORD agrees that it will not discriminate against any employee or applicant for employment for work under this CONTRACT because of race, color, religion, sex, sexual orientation, gender identity, age, national origin, or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, sexual orientation, gender identity, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfers; recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

19.20. EMPLOYMENT ELIGIBILITY VERIFICATION (E-Verify)

a. The LANDLORD shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the LANDLORD during the term of the contract. Upon request, LANDLORD shall provide acceptable evidence of their enrollment. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business.

b. LANDLORD shall expressly require any subcontractors performing work or providing services pursuant to this Contract to likewise utilize the United States Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract.

c. LANDLORD agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as required by section 448.095(2)(b), Florida Statutes, and to make such records available to the TENANT consistent with the terms of LANDLORD's enrollment in the program.

d. Compliance with the terms of this section is made an express condition of this Contract and the TENANT may treat a failure as grounds for immediate termination of this Contract.

e. A contractor who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E-Verify program, the contractor hires or employs a person who is not eligible for employment.

f. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

g. TENANT will not intentionally award a publicly-funded contract to any LANDLORD who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 United States Code (USC) section 1324a(e)(section 274A(e) of the Immigration and Nationality Act (INA). The TENANT shall consider a LANDLORD's intentional employment of unauthorized aliens as grounds for immediate termination of this contract.

19.21. AUDIT RIGHTS/PUBLIC RECORDS

a. In performance of this Contract, the LANDLORD shall keep books, records, and accounts of all activities related to this CONTRACT in compliance with generally accepted accounting procedures.

b. All documents, papers, books, records and accounts made or received by the LANDLORD in conjunction with this Contract, and the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of the TENANT. The TENANT or any of its duly authorized representatives reserves the right to audit the LANDLORD's records related to this Contract at any time during the performance of this Contract and for a period of five (5) years after final payment is made, or otherwise required by law. LANDLORD shall retain all documents, books and records for a period of five (5) years after termination of this Contract, unless such records are exempt from section 24(a) of Article I of the State Constitution and Chapter 119, Florida Statutes, or LANDLORD turns said records over to TENANT.

c. All records or documents created by or provided to the LANDLORD by the TENANT in connection with this Contract are public records subject to Florida Public Records Law, Chapter 119, Florida Statutes. All records stored electronically must be provided to the TENANT in a format compatible with the technology systems of the TENANT. All records stored electronically must be provided to the TENANT, upon request from the TENANT's custodian of public records, in a format that is compatible with the information technology systems of the TENANT.

d. Both Parties understand that Brevard County is subject to the Florida Public Records Law, Chapter 119, Florida Statutes. LANDLORD agrees and understands that Florida has broad public records disclosure laws, and that any written communication with the LANDLORD, to include emails, email addresses, a copy of this Contract, and any supporting documentation are subject to public disclosure upon request, unless otherwise exempt or confidential under Florida Statute.

e. "Public Records" are defined as "all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency." (section 119.011(12), Florida Statutes).

f. Pursuant to Florida Statute Chapter 119, generally, and 119.0701 specifically, if records created by the TENANT related to the performance of the services under this Contract do not fall under a specific exemption under Florida or federal law, the records must be provided to anyone making a public records request. It will be the LANDLORD's duty to identify any information in records created by the LANDLORD which it deems is exempt under Florida or federal law and identify the statute number which requires the information be held exempt.

g. Pursuant to Section 119.0701, a request to inspect or copy public records relating to this Contract must be made directly to the TENANT. The TENANT shall direct individuals requesting public records to the public records custodian listed below. If the TENANT does not possess the requested records, the TENANT shall immediately notify the LANDLORD of the request and LANDLORD must provide the records to the TENANT or allow the records to be inspected or copied within twenty-four (24) hours (not including weekends and legal holidays) of the request so the TENANT can comply with the requirements of section 119.07, Florida Statutes. LANDLORD may also provide a cost estimate to produce the requested documents consistent with the policy set forth in Brevard County Administrative Order AO-47, incorporated by this reference. A copy of AO-47 is available upon request from the TENANT's public records custodian designated below.

h. Should any person or entity make a public records request of the TENANT which requires or would require the TENANT to allow inspection or provide copies of records which LANDLORD maintains are exempt under the Public Records Law or otherwise confidential, it shall be LANDLORD's obligation to provide the TENANT within a reasonable time of notification by the TENANT to LANDLORD of the records request, of the specific exemption or confidentiality provision to allow the TENANT to comply with the requirements of section 119.07(1)(e) and (f), Florida Statutes.

i. Should the TENANT face any kind of legal action to require or enforce inspection or production of any records provided by LANDLORD to the TENANT which the LANDLORD

maintains are exempt or confidential from such inspection/production as a public record, LANDLORD agrees to indemnify the TENANT for all damages and expenses, including attorney's fees and costs. LANDLORD shall hire and compensate attorney(s) who shall represent the interests of the TENANT as well as LANDLORD in defending such action. LANDLORD shall also pay any costs to defend such action and shall pay any costs and attorney's fees which may be awarded pursuant to section 119.12, Florida Statutes.

j. Should LANDLORD fail to provide the public records to the TENANT within a reasonable time, LANDLORD may be subject to penalties under section 119.10, Florida Statutes, including civil liability for the reasonable cost of enforcement incurred by the party requesting the records and may be subject to criminal penalties. LANDLORD's failure to comply with public records requests is considered a material breach of this Contract and grounds for termination.

k. LANDLORD shall ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the LANDLORD does not transfer the records to the TENANT.

l. Upon completion of the Contract, LANDLORD shall transfer, at no cost, to the TENANT all public records in possession of LANDLORD or keep and maintain public records required by the TENANT to perform the service. If LANDLORD transfers all public records to the TENANT upon completion of the Contract, LANDLORD shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If LANDLORD keeps and maintains public records upon completion of the Contract, LANDLORD shall meet all applicable requirements for retaining public records.

IF LANDLORD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LANDLORD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE OFFICE OF TOURISM, C/O ADMINISTRATIVE SECRETARY, 430 BREVARD AVENUE, SUITE 150, COCOA, FLORIDA 32922, PHONE (321) 433-4470.

19.22 INSURANCE.

The LANDLORD, at its own expense, shall keep in force and at all times maintain during the term of this Contract:

a. General Liability Insurance: General Liability Insurance issued by responsible insurance companies and in a form acceptable to the Tenant, with combined single limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury and Property Damage per occurrence.

b. Automobile Liability Insurance: Automobile Liability coverage shall be in the minimum amount of One Million Dollars (\$1,000,000) combined single limits for Bodily injury and Property Damage per accident.

c. Worker's Compensation Coverage: Full and complete Workers' Compensation Coverage, as required by State of Florida law, shall be provided.

d. Insurance Certificate: The LANDLORD shall provide the TENANT with Certificates of Insurance on all policies of insurance and renewals thereof in a form(s) acceptable to the Tenant. Said liability policies shall provide that the Tenant be an additional insured. The TENANT shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the TENANT and licensed and authorized under the laws of the State of Florida.

19.23. NON-EXCLUSIVE CONTRACT.

The Parties acknowledge that this Contract is not an exclusive contract and the Tenant may lease other additional properties for use by the Tenant, as the Tenant, in its sole discretion, finds is in the public interest.

ARTICLE XX
Deposit

SECTION 20.01 Amount of Deposit

Tenant, contemporaneously with the execution of this Lease, has deposited with the Landlord the sum of \$1,128.15 as security deposit. Receipt of the aforementioned payment is hereby acknowledged by Landlord, if by check, subject to collection. Said security deposit shall be held by landlord, without liability for interest, and may be commingled with other funds of Landlord, as security for the faithful performance by Tenant of all of the terms, covenants, and conditions of this Lease by Tenant, including payment of rent.

SECTION 20.02 Use and Return of Deposit

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 all or any portion of said deposit to the payment of any such overdue rent or other sum. 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 by Tenant hereunder, then Tenant shall, upon the written demand of Landlord 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. If this lease shall terminate or be terminated by reason of the failure of Tenant to keep and perform any of the terms, covenants and conditions of this lease, then the Landlord, at its option, may appropriate and apply said entire deposit, - so much thereof as may be necessary to compensate the Landlord for all loss or damage sustained or suffered by Landlord due to such breach, on the part of Tenant.

ARTICLE XXI
Rent Payments


SECTION 21.01 Rent Payments

In the event that any payment for rent, additional rent, common area charges or any other payment due from the Tenant to the Landlord is returned for insufficient funds, closed account or for any other reason by the Tenant's financial institution, the Landlord, at its option thereafter, may demand that all future payments due to the Landlord for rent, additional rent and common area charges shall be by cashier's check or its equivalent.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, Landlord and Tenant, by their duly authorized representatives, have signed and sealed this Lease as of the day and year first above written.

Witnessed:


As to Landlord

LANDLORD:

VK REALTY, LLC,
a Florida limited liability company

By 
Shari L. Kasner, Manager

TENANT:

Board of County Commissioners, Brevard
County, Florida

ATTEST:

Rachel Sadoff, Clerk

By: 
Kristine Zonka, Chair

Brevard County Board of Commissioners

As approved by the Board: Sept. 14, 2021