

OSCEOLA PROFESSIONAL CENTER

IN

JACKSONVILLE BEACH

DATE:

LANDLORD: **OSCEOLA PROFESSIONAL CENTER, LC**

TENANT:

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**OSCEOLA PROFESSIONAL CENTER
IN
JACKSONVILLE BEACH
OFFICE BUILDING LEASE**

THIS LEASE, made as of the _____ day of _____, 20____, by and between **OSCEOLA PROFESSIONAL CENTER, LC.** ("Landlord"), whose mailing address is: OSCEOLA PROFESSIONAL CENTER, LC, P.O. Box 1426, Ponte Vedra Beach, FL. 32004 or rental payments can be dropped in our mail slot at our On-Site Leasing Office at: 436-A Osceola Avenue, Jacksonville Beach, FL 32250, and _____, Federal Identification and/or Social Security # _____ (Tenant") having an address at: _____ Osceola Avenue, Jacksonville Beach, FL 32250.

1. Introductory Provisions.

1.1 Fundamental Lease Provisions. Certain fundamental provisions are presented in this Section in summary form to facilitate convenient reference by the parties.

- a) Tenant's Trade Name: _____ See Section 3.1
- b) Commencement Date: _____ See Sections 3.2 and 3.5
- c) Term: Initial - _____ YEARS
- d) Tenant Suite Number: Osceola Avenue, Jacksonville Beach
- e) Size of Premises: APPROXIMATELY _____ SQ.FT. See Section 2.1
- f) Minimum Rent: YEAR 1: \$ _____ PER SQ.FT./YEAR See Section 4.1
- g) Late Charge: _____ See Section 4.3
- h) Additional Rent: Tenant's Pro Rata Share of taxes, insurance and Professional Center operating costs: ESTIMATED AT: \$ _____ PER SQ.FT, PER YEAR.
- i) Security Deposit: \$ _____ See Section 4.4
See Section 4.9
- j) Use: Administrative offices See Section 6.1
- k) Tenant Pro Rata Share: _____ % See Section 2.2 and 4.4
- l) Guarantors:
- m) Recap of Rent:
Tenant's Area: _____ Sq. Ft. x \$ _____ per year (base rent plus estimated expenses) /12 months = \$ _____ per month (plus sales tax).

Monthly Rent:	
Minimum Rent	\$ _____ (\$ _____ X sq.ft)/12
Additional	\$ _____ (\$ _____ X sq.ft.)/12
Subtotal	\$ _____
Sales Tax	\$ _____
Total Rent	\$ _____

Dated: _____

Tenant _____

1.2 Agreement. In consideration of the rent and other sums payable to Landlord hereunder and the covenants and agreements to be observed and performed by Tenant, Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, the Premises for the Term, at the rental and upon the conditions and agreements hereinafter set forth.

2. Premises. SEE EXHIBIT B.

2.1 Premises Defined. The term "Premises" means that portion of the real property located in Jacksonville Beach, Duval County, Florida, more particularly described on Exhibit A hereto. The premises are outlined in black on a diagram of the Property attached hereto as Exhibit B. The Premises consist of a Suite having the approximate square footage as Stated in Section 1.1. Frontage measurements are from center of partition to center of partition at the front of the Suite, except that in the event the Premises are an end Suite, measurement shall include full width of end wall. Depth measurements are outside dimensions. It is agreed that the Premises do not include any space above the interior surface of the roof. Exhibit B sets forth the general layout of the Professional Center and shall not be deemed to be a warranty, representation of agreement on the part of Landlord that the Property will be substantially as indicated on said diagram. Landlord may increase, reduce or change the number, dimensions or location of the walks, building and parking areas in any manner whatsoever that Landlord shall deem proper, and reserves the right to make alterations or additions to the building in which the Premises are contained and to add buildings adjoining the same or elsewhere in the Property. Nothing herein contained shall be construed as a grant or rental by Landlord to Tenant of the roof and exterior walls of the building or buildings of which the Premises form a part, or of the walks and other Common Areas beyond the Premises, or of the land upon which the Premises are located.

2.2 Pro Rata Share. Tenant's Pro Rata Share is as set forth in Section 1 hereof and was determined by dividing the approximate square footage of the Premises by the approximate square footage of the total indoor leasable area of the Property as of the date of this Lease. By the execution of this Lease, Tenant acknowledges that the Pro Rata Share stated in Section 1 has been accurately established. Tenant's Pro Rata Share is subject to adjustment by Landlord based on the foregoing formula if the leasable area of the Project is diminished by casualty, condemnation or similar takings, or other events reducing the leasable area or if the leasable area is increased by additions to the Project.

3. Term.

3.1 Commencement and Expiration Dates of Term. The terms of this Lease (the "Term") and Tenant's obligations to pay rent hereunder shall commence on the Commencement Date, set forth in Section 1.1 and as further defined in Exhibit D attached hereto, shall continue for the number of Lease Years set forth in Section 1.1, and shall end, unless extended pursuant to paragraph 3.5 hereof or sooner terminated in accordance with the provisions herein contained, on the last day of the last full Lease Year (as hereinafter defined). Notwithstanding anything in this Section 3.1 seemingly to the contrary, Tenant shall have the right to occupy the Premises in accordance with and subject to the provisions of the Lease to use the Premises in preparation for the opening of its business or the conduct of its business as permitted hereunder.

3.2 Lease Year Defined. The term "Lease Year" shall mean a period of twelve (12) consecutive full calendar months. If the Commencement Date is not the first day of a calendar month, then the first Lease Year shall consist of twelve (12) consecutive full calendar months plus the partial month beginning on the Commencement Date and ending on the last day of that month. Each succeeding Lease Year shall commence upon the first day of the calendar month coinciding with or following the anniversary date of the Commencement Date.

3.3 Failure of Tenant to Open. In the event Landlord notifies Tenant in writing that the Premises are ready for occupancy as herein defined, and if Tenant fails to take possession on or before the Commencement Date and open the Premises for business, fully fixtured, stocked, and staffed within twenty (20) days after the Commencement Date, then Landlord shall have, in addition to any and all remedies herein provided, the right to immediately cancel and terminate this Lease.

3.4 Quiet Enjoyment. Upon Tenant's paying the rent reserved hereunder and observing and performing all of covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Premises for the entire term hereof, subject to the provisions of this Lease.

3.5 Option To Renew. Tenant shall have the option to renew this lease at the market rent upon the date of lease termination, subject to Tenant's compliance and good standing concerning the lease provisions defined herein and subject to Tenant giving Landlord written notice of Tenant's renewal intent at least one hundred twenty (120) days prior to the Lease termination date.

4. Rent.

Tenant shall pay to Landlord at the office of Landlord, or at such other place designated by Landlord, without notice, demand, deduction or set-off whatsoever, the following rentals (collectively the "Rent"):

4.1 Minimum Rent. The Minimum Rent, as set forth in Section 1.1, in monthly installments in advance on or before the first day of each calendar month during the Term, plus any sales, use or other taxes assessed from time to time on the Minimum Rent or on the use and occupancy of the premises. If the Commencement Date is other than the first day of a calendar month, the rent for the period from the Commencement Date to the first day of the next succeeding month shall be prorated on a per diem basis and shall be payable with and in addition to the first monthly installment of Minimum Rent from the Commencement Date.

4.2 Annual Rent Increase. Tenant shall pay an annual rental increase of 4% over the base rent at the end of each full lease year for the initial term of the lease.

4.3 Late Charge. Any installment of rent, additional rent or expenses pursuant to this lease agreement, which is not paid by the fifth day after it becomes due, shall be subject to a late charge of the maximum interest allowed by law, plus \$15 per day until that installment of rent has been paid, then there shall be a late charge for each unpaid installment of rent.

4.4 Additional Rent. The following sums as Additional Rent:

(a) Taxes. Tenant shall pay Tenant's Pro Rata Share of the amount of all real and personal property taxes and assessments (including without limitation sanitary taxes, extraordinary or special assessments, and all costs and fees, including reasonable attorneys' fees, incurred by Landlord in contesting or negotiation the same with public authorities) levied, imposed or assessed upon the Property during each Lease Year. Any tax or assessment relating to any part of a fiscal period which is not included within the Term of this Lease, shall be prorated so that Tenant shall pay with respect to only that portion thereof which relates to the tax period included within the Term of this Lease.

(b) Insurance. Tenant shall pay Tenant's Pro Rata Share of the total cost to Landlord of all comprehensive general liability of the property, flood, windstorm insurance coverage carried by Landlord pursuant to this Lease with respect to the Property. If Tenant's use or occupancy of the Premises shall cause any increase in the premiums for the insurance coverage of the Property as carried from time to time by Landlord, the Tenant shall pay to Landlord as Additional Rent the entire increase in said premiums, or that portion thereof allocable to Tenant if more than one tenant's use causes such an increase, with the next due monthly Minimum Rent payment following Landlord's written notice specifying the amount of such increase.

(c) Common Area Maintenance. Tenant shall pay to Landlord for the maintenance of the Common Areas, an amount equal to Tenant's Pro Rata Share of the Property Operating Costs, as that term is defined in Section 5.3. Landlord shall establish the fiscal period for the determination of the Property Operating Costs. If the Commencement Date is other than the first day of such fiscal period, the Property Operating Costs for that fiscal period shall be prorated so that Tenant shall pay with respect only to that portion thereof that relates to the fiscal period included with the Term of this Lease.

(d) Other Additional Rent. Tenant shall pay, as Additional Rent, all other sums of money or charges required to be paid by Tenant under this Lease, whether or not the same be specifically designated "additional rent" and all sales, use or other taxes assessed, levied or imposed from time to time on any Additional Rent. If such amounts and charges are not paid at the time provided in this Lease, they shall nevertheless, if not paid when due, be collectable as Additional Rent with the next installment of Minimum Rent thereafter becoming due, but nothing herein shall be deemed to suspend or delay the payment of any amount of money or charge.

(e) Intent. It is the intent of the parties that the Rent payable to Landlord is absolutely net of all expenses associated with the operation of the Property, together with all sales or use taxes imposed on the Rent, except as expressly provided herein.

4.5 Payment of Estimated Additional Rent. At least once each calendar year, Landlord shall deliver to Tenant, at Tenant's request, a statement setting forth the monthly installment of Additional Rent that Landlord estimates will be needed to pay in full the Additional Rent for that calendar year. If at any time during the calendar year, Landlord determines that the initial estimate should be revised so that it will more closely approximate the expected actual Additional Rent, the Landlord may revise the initial estimate by delivering to Tenant a subsequent statement. Tenant shall pay to Landlord, without notice, demand, set off, or deduction of any kind, on the first day of each month during the Term of this Lease the monthly installment of estimated Additional Rent, as set forth in the last statement received by Tenant from time to time continuing the term of this Lease.

4.6 Payment of Additional Rent. If the total amount of estimated payments paid by Tenant for any fiscal period are less than the actual Additional Rent for the same period, Tenant shall pay the balance of Additional Rent within fifteen (15) days after Landlord delivers to Tenant a statement of the following:

(a) The taxes, insurance costs and Property Operating Cost for the fiscal period and Tenant's Pro Rata Share of same;

(b) The amount of any other Additional Rent payable; and

(c) The total amount of Additional Rent payable for the fiscal period, less the amount previously paid by Tenant as estimate Additional Rent for the same period.

If the total of the estimated payments is greater than the actual Additional Rent for the same period, Tenant shall receive a credit against the next due payment of estimated Additional Rent.

4.7 Verification. Tenant or its representative shall have the right to examine Landlord's books and records with respect to the items in the foregoing statement of Additional Rent during normal business hours at any time within ten (10) days following the furnishing by the Landlord to the Tenant of the statement. Unless Tenant shall take written exception to any item within fifteen (15) days after the furnishing of the statement, the statement shall be considered as final and accepted by Tenant. Any amount due to Landlord as shown on any statement, whether or not written exception is taken thereto, shall be paid by Tenant within fifteen (15) days after Landlord shall have submitted the statement without prejudice to any such written exception.

4.8 Proration. If the first year of the Term of this Lease commences on any day other than the first day of January, or if the last year of the term of this Lease ends on any day other than the last day of December, any payment due to Landlord by reason of any Additional Rent or estimated installment thereof shall be prorated, and Tenant shall pay any amount due to Landlord within fifteen (15) days after being billed therefor. This covenant shall survive the expiration or termination of this Lease.

4.9 Security Deposit. Tenant, concurrently with the execution of this Lease, has deposited with Landlord the Security Deposit, as set forth in Section 1.1, as security for the full and faithful performance of every provision of this Lease to be performed by Tenant. If Tenant defaults with respect to any provision of this Lease, including but not limited to the provisions relating to the payment of Rent, Landlord, in its sole discretion, may elect to use, apply or retain all or any part of the Security Deposit for the payment of any Rent or any other sum in default, or for the payment of any other amount which Landlord may spend or become obligated to spend by reason of Tenant's default or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of the Security Deposit is so used or applied, Tenant shall, within five (5) days after written demand therefor, deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount and Tenant's failure to do so shall be a material breach of this Lease. Landlord shall not be required to keep the Security Deposit separate from its general funds and Tenant shall not be entitled to interest on such deposit. If Tenant shall fully and faithfully perform each provision of this Lease to be performed by it, the Security Deposit or any unused balance thereof shall be returned to Tenant at the expiration of the Term and upon Tenant's vacating the Premises and removing all of its property. The Security Deposit shall not constitute prepaid rent or liquidated damages but may be applied by the Landlord toward the payment of the last rentals due under this Lease. Landlord may transfer the Security Deposit to a transferee of Landlord's interest in the Premises or the Property, whereupon, Landlord shall be discharged from any further liability to Tenant for the Security Deposit. This provision shall also apply to subsequent transferees.

5. Common Areas.

5.1 Use of Common Areas. The use and occupancy by Tenant of the Premises shall include the use in common with others entitled thereto of the common areas, employee parking areas, service roads, loading facilities, sidewalks and customer parking areas within the Property, together with such other facilities as may be designated from time to time by Landlord (collectively referred to as the "Common Areas"); provided, however, that the use of the Common Areas by Tenant shall be subject to the regulations for the use thereof as may be prescribed by Landlord from time to time during the Term.

5.2 License. The Common Areas are the private property of Landlord and are at all times subject to the unrestricted control of Landlord. The Common Areas that Tenant may be permitted to use and occupy are to be used and occupied under a revocable license. If the amount or type of such areas is diminished, increased or otherwise altered, Landlord shall not be subject to any liability nor shall Tenant be entitled to any compensation or damnation or abatement of rent, enlargement or alteration of such areas be deemed constructive or actual eviction.

5.3 Cost of Maintenance. Tenant shall reimburse Landlord for the cost of maintenance, operation and administration of the Common Areas as provided in Section 4.4. The term "Property Operating Costs" shall mean the total cost and expenses incurred in connection with the administration, operation, air conditioning, replacement, repair and maintenance, maintenance and repair of the Property, including, without limitation: gardening and landscaping; the cost of public liability, flood, windstorm, property damage and workmen's compensation insurance to the extent not included as Additional Rent under Article 4; repairs, line painting, bumping and top coating; lighting; exterior painting, roofing, electricity; sanitary control; removal of trash, rubbish, garbage and other refuse; real estate taxes and assessments to the extent not included as Additional Rent under Article 4; depreciation or rental on machinery or equipment used in such maintenance; the cost of personnel to implement such services, legal fees, cost of roof and wall maintenance, management fees and the costs to police and maintain the Common Areas. Landlord shall have the option to periodically change air conditioning filters and include in the above referenced costs.

6. Use of Premises.

6.1 Use. Tenant shall use and occupy the Premises only for the use set forth in Section 1.1 hereof, and shall not use or occupy the Premises or permit the same to be used for any other purpose. Tenant agrees that it will use the Premises in such a manner so as not to interfere with or infringe on the rights of other tenants in the Property. Tenant shall not use or occupy the Premises in violation of any law, ordinance, regulation or directives of any governmental authority having jurisdiction thereof or of any condition of the certificate of occupancy issued for the building in which the Premises are a part, and shall, upon five (5) days written notice from Landlord, discontinue any use of the Premises which is declared by any governmental authority having jurisdiction to be in violation of any law, ordinance, regulation or directive of said certification of occupancy. During the Term, Tenant shall be in continuous use and occupancy of the Premises and shall not vacate or abandon the same.

6.2 Signage. Tenant shall maintain in a good state of repair at its own expense on the exterior of the Premises a sign displaying its trade name and shall be responsible for any maintenance and repair to the exterior of the Premises resulting from the installation and location of the sign. Landlord reserves the right to disapprove and require Tenant to remove any sign, awning, canopy, decoration or advertising material located on the exterior of the Premises or that is visible from the exterior of the Premises, unless approved in writing by Landlord. Tenant is required to submit all new signs to Landlord for his approval before installation. Such approval must be in writing.

7. Alterations, Repair and Maintenance.

7.1 Alterations. Tenant may, at any time during the Term, with the written consent of Landlord, make additions, alterations, changes or improvements in or to the Premises or any part thereof as Tenant may from time to time deem necessary or desirable; provided, however, that Tenant shall not have the right to make any additions, alterations, changes or improvements which affect the structure, structural strength or outward appearance of the Premises or the building. Tenant shall submit to Landlord plans and specifications for such work at the time approval is sought. Landlord may withhold approval in its absolute discretion. Any additions, alterations, changes or improvements made in or to the Premises by Tenant shall be in compliance with all insurance requirements and regulations and ordinances of governmental authorities and shall, upon the expiration or sooner termination of the Term, become the property of Landlord; provided, however, Landlord may at its option, require Tenant, at

Tenant's sole cost and expense, to remove any such additions, alterations, changes or improvements at the expiration or sooner termination of the Term, and to repair any damages to the Premises caused by such removal. Tenant hereby indemnifies Landlord against, and shall keep the Premises and Property free from, any and all mechanics liens or other such liens arising from any work performed, material furnished, or obligations incurred by Tenant in connection with the Premises or the Property, and agrees to obtain discharge of any lien which attaches as a result of such work immediately after such lien attaches or payment for the labor or materials is due. No mechanics', laborers', or materialmen's lien arising from any improvements made or work performed by or for Tenant shall attach to or become a lien on Landlord's interest in the Premises or the Property, but shall attach to and become a lien only on Tenant's leasehold interest. Landlord hereby reserves the right at any time and from time to time during the Term to make any additions, alterations, changes or improvements (including without limitations, building additional stories) on, in or to the building in which the Premises are contained, and to build additional structures adjoining thereto. Landlord also reserves the right to construct other buildings and improvements in the Property from time to time and at any time during the Term, and to make alterations thereto and to build additional stories on any such buildings and to build adjoining same and to construct multi-level parking facilities.

7.2 Repairs by Landlord. Landlord agrees to keep and maintain in good order and repair only the structural components and exterior walls (exclusive of all signs, doors, paint, stucco and glass, including plate glass) of the Premises, which shall be paid for from the Common Area Maintenance budget, funded by the Tenants. Landlord gives to Tenant exclusive control of the Premises and shall be under no obligation to inspect the Premises. Tenant shall at once report in writing to Landlord any defective condition known to him which Landlord is required to repair pursuant to this Section 7.2. Tenant's failure to report to Landlord any such condition or defect shall make Tenant responsible to Landlord for any liabilities, costs, expenses and attorney's fees incurred by Landlord as a result of such defect. Landlord shall be responsible for plumbing and electrical lines from the City connection point, to the building. Landlord's obligation to repair is expressly limited to those items set forth in this section 7.2.

7.3 Repairs by Tenant. Tenant shall, at his own cost and expense, keep and maintain the Premises and appurtenances thereto and every part thereof, including pest control, in good order and repair except portions of the Premises to be repaired by Landlord pursuant to Section 7.2 hereof. Without limiting the foregoing, Tenant agrees to keep in good order and repair and to replace as needed all fixtures pertaining to heating, air-conditioning, ventilation, water, sewer and electrical (all included in "Additional Rent") and Tenant shall be liable for any damage to such systems. Tenant agrees to return the Premises to Landlord at the expiration or sooner termination of this Lease in as good condition and repair as when first received, reasonable wear and tear and damage by fire or other insurable casualty excepted. All damage or injury to the Premises, the building, or the Common Areas caused by the act or negligence of Tenant, its agents, employees, licensees, invitees or by visitors, shall be promptly repaired by Tenant at its sole cost and expense and to the satisfaction of Landlord. Landlord may make such repairs which are not promptly made by Tenant and charge Tenant for the cost thereof and Tenant hereby agrees to pay such amounts on demand as additional rent hereunder. Tenant shall have no right to make repairs at the expense of Landlord or to deduct the cost thereof from the rent due hereunder.

7.4 Condition of Premises. Tenant acknowledges that neither Landlord nor any agent or employee of Landlord has made any representation or warranty with respect to the Premises, the building or the Property or with respect to the suitability thereof for the conduct of Tenant's business. The taking of possession of the Premises by Tenant conclusively establishes that the Premises, the building and the Property were, at such time, in satisfactory condition free from defects and suitable for Tenant's use and occupancy.

7.5 Rubbish Removal. Tenant shall keep the Premises clean, both inside and outside, and will remove all refuse from the Premises. Tenant shall not burn any materials or rubbish of any description upon the Premises or Common Areas. Tenant agrees to keep all accumulated rubbish in covered containers and to have same removed regularly. In the event Tenant fails to keep the Premises and other portions heretofore described in the proper condition, Landlord may cause the same to be done for and on account of Tenant and Tenant hereby agrees to pay the expense thereof on demand as Additional Rent.

7.6 Sidewalks. Tenant shall neither encumber nor, obstruct the sidewalks adjoining the Premises nor allow the same to be obstructed or encumbered in any manner. Tenant shall not place or cause to be placed any merchandise, vending machines or anything else on the sidewalk or exterior of the Premises without prior written consent of Landlord.

8. Utilities.

Tenant shall pay the cost of water, gas, electricity, fuel, light, heat, power and all other utilities furnished to the Premises or used by Tenant in connection therewith, whether such utility costs are determined by separate metering or are billed by Landlord to Tenant as Additional Rent for Tenant's proportionate share of the utility costs. Tenant shall not install any equipment nor shall Tenant use the Premises in a manner that will exceed or overload the capacity of any utility facilities. If Tenant's use of the Premises shall require additional utility facilities, the same shall be installed only after obtaining Landlord's written approval, which may be with-held in Landlord's absolute discretion, and shall be installed at Tenant's expense in accordance with plans and specifications approved in writing by Landlord. If Tenant's use or occupancy of the Premises results in an increase to Landlord of any utilities expense or results in connection or tap-in fees, charges for increased usage or capacity, or assessments of any kind whatsoever, Tenant shall pay the entire amount thereof within ten (10) days of Landlord's written demand. In no event shall Landlord be liable for any interruption or failure in the supply of utilities to the Premises.

9. Tenant's Property.

9.1 Taxes on Leasehold. Tenant shall pay prior to delinquency all taxes, both real and personal, assessed against or levied upon the leasehold and upon its fixtures, furnishings, equipment, leasehold improvements and all other personal property of any kind owned by or used in connection with the Premises by Tenant.

9.2 Loss and Damage. Landlord shall not be liable for any damage to property of Tenant or of others located on the Premises, nor for the loss of or damage to any property of Tenant or of others by theft or otherwise. Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, snow or leaks from pipes, appliances, plumbing works, the roof, or from any part of the Premises or from the street or subsurface or from any other place or by dampness or by any other cause of whatsoever nature. Landlord shall not be liable for any such damage caused by other tenants of the Property or persons in the Premises, occupants of adjacent property, of the Property or the public, or caused by operations in construction of any private, public or quasi-public work. Landlord shall not be liable for any latent defect in the Premises or in the building of which they form a part. All property of Tenant kept or stored at the risk of Tenant only and Tenant shall hold Landlord harmless from any claims arising out of damage to the same, including subrogation claims by Tenant's insurance carrier, unless such damage shall be caused by the willful act or gross neglect of Landlord.

9.3 Notice by Tenant. Tenant shall give immediate notice to Landlord in case of fire or accidents in the Premises and the building of which the Premises are a part, of defects therein, or in any fixtures or equipment.

10. Insurance and Indemnity.

10.1 Liability Insurance. Tenant shall carry at its own expense Comprehensive general Public - Liability and Property Damage insurance with combined single limits of not less than \$1,000,000 with insurance companies authorized to do business in this State and satisfactory to Landlord, with Landlord named as an additional insured and with provisions prohibiting the modification or cancellation of such insurance without at least fifteen (15) days' prior written notice to Landlord. Tenant shall deliver said policies or certificates thereof to Landlord upon execution of this Lease or prior to occupancy and thereafter renewal policies or certificates shall be delivered to Landlord not less than fifteen (15) days prior to the expiration of the policies of insurance. The failure of Tenant either to effect said insurance in the names herein called for or to pay the premiums therefor or to deliver said policies or certificates to Landlord shall permit Landlord to procure the insurance and pay the requisite premiums therefor, which premiums shall be paid to Landlord with the next installment of Rent.

10.2 Property Insurance. Landlord shall obtain a policy or policies of comprehensive general liability of the property, fire insurance covering the full replacement value of the Property with standard form of extended coverage endorsement and standard form of lender's loss payable endorsement issued to the holders of a mortgage or deed of trust secured by the Premises, together with vandalism, malicious mischief and sprinkler leakage coverage. Tenant shall reimburse Landlord for Tenant's Pro Rata Share of such insurance as provided in Article 4 hereof.

Tenant shall obtain and also pay for and maintain in full force and effect during the Term a standard form policy of fire insurance with standard form of extended coverage endorsement covering all stock and trade, trade fixtures, equipment and other personal property located in the Premises and used by Tenant in connection with its business.

10.3 Evidence of Insurance. Upon Landlord's written request, duplicate copies of the certificates of insurance required of Tenant will be delivered to Landlord's mortgagees. The certificates shall provide that the insurance may not be canceled except upon fifteen (15) days' prior written notice to Landlord and Landlord's mortgagees.

10.4 Plate Glass. Tenant shall replace, at its sole cost and expense, any and all plate and other glass damaged or broken from any cause whatsoever in and about the Premises. Tenant shall procure and maintain, at its own expense, insurance covering all plate and other glass in the Premises for and in the name of Landlord. Tenant shall deliver certificates of such insurance to Landlord as provided in the first section of this Article.

10.5 Indemnification. Tenant will indemnify Landlord and save it harmless from against any and all claims, actions, damages, liability and expense 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 Premises, or the occupancy or use by Tenant of the premises or any part thereof, or occasioned wholly or in part by the negligent act or omission of Tenant, its agents, contractors, employees, servants, lessees or concessionaires. In case Landlord shall, without fault on its part, be made a party to any litigation commenced by or against tenant, then Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by Landlord in connection with such litigation including attorneys' fees incurred in negotiation, trial or on appeal. Tenant shall also pay all costs, expenses and reasonable attorney's fees that may be incurred or paid by Landlord in enforcing the covenants and agreements in this Lease.

11. Damage or Destruction.

If the Premises or the building of which the same are a part are damaged by fire or other insured casualty and the insurance proceeds have been made available therefor by the holder or holders of any mortgages or deed of trust covering the Premises or the property of which the same are a part, the damage shall be repaired by and at the expense of Landlord to the extent of such insurance proceeds available therefor, provided such repairs can, in Landlord's sole opinion, be made within sixty (60) days after the occurrence of such damage without the payment of overtime or other premiums, and until such repairs are completed the Minimum Rent shall be abated in proportion to the part of the Premises which is unusable by Tenant in the conduct of its business (but there shall be no abatement of rent by reason of any portion of the Premises being unusable for a period equal to one day or less). If the damage is due to the fault or neglect of Tenant or its employees, agents or invitees, there shall be no abatement of Minimum Rent. If repairs cannot, in Landlord's sole opinion, be made within sixty (60) days, Landlord may at its option make them within a reasonable time and in such event this Lease shall continue in effect and the Minimum Rent shall be apportioned in the manner provided above. Landlord's election to make such repairs must be evidenced by written notice to Tenant within thirty (30) days after the occurrence of the damage. If Landlord does not, within said thirty (30) day period, elect to make

such repairs which cannot be made within sixty (60) days, then either party may, by written notice to the other, cancel this Lease as of the day of the occurrence of such damage. Except as provided in this Article, there shall be no abatement of rent and no liability of Landlord by reason of injury to or interference with Tenant's business or property arising from the making of any repairs, alterations, or improvements in or to any portion of the building or the Premises or in or to fixtures, appurtenances and equipment therein. Tenant understands and agrees that Landlord shall have no obligation to carry insurance of any kind on Tenant's furniture and furnishings or on any fixtures or equipment removable by Tenant under the provisions of this Lease, and that Landlord shall not be obligated to make any repairs thereto or to replace the same.

12. Condemnation.

If the whole of the Premises or so much thereof as to render the balance unusable by Tenant shall be taken under power of eminent domain or otherwise transferred in lieu thereof, this Lease shall automatically terminate as of the date of such condemnation, or as of the date possession is taken by the condemning authority, whichever is later, NO award for any total or partial taking shall be apportioned and Tenant hereby assigns to Landlord any award which may be made in such taking in condemnation, together with any or all rights of Tenant now or hereafter arising in or to the same or any part thereof; provided, however, that nothing contained herein shall be deemed to give Landlord any interest in or require Tenant to assign to Landlord any award made to Tenant for the taking of personal property and fixtures belonging to Tenant and removable by Tenant at the expiration of the Term as provided hereunder or the interruption of or damage to Tenant's business. In the event of a partial taking which does not result in the termination of this Lease, the Minimum Rent shall be apportioned according to the part of the Premises remaining usable by a Tenant.

13. Assignment and Subletting.

Tenants shall not, either voluntarily or by operation of law, sell, assign, hypothecate or transfer this Lease, or sublet the premises or any part thereof, or permit the Premises or any part thereof to be used for any purpose other than as set forth in Section 1.1 hereof, without the prior written consent of Landlord in each instance. Such consent will not be unreasonably withheld, but Landlord may attach such conditions to such consent as it deems appropriate. Any sale, assignment, mortgage, transfer of/or subletting of this Lease or the Premises or any part hereof or thereof which is not in compliance with the provisions of this Article shall be void and shall, at the option of Landlord, terminate this Lease. The consent by Landlord to an assignment or subletting shall not be construed as relieving Tenant from obtaining the express written consent of Landlord to any liability or obligation hereunder whether or not then accrued.

14. Subordination.

Forthwith without written notice delivered by Landlord to Tenant, this Lease shall be and become subject and subordinate to any and all mortgages or deeds of trust now existing, or which may hereafter be executed covering the Premises or the real property of which the same are a part, or any leasehold estates affecting the same, for the full amount of all advances made or to be made thereunder and without regard to the time or character of such advances, together with interest thereon and subject to all the terms and provisions thereof. Tenant agrees to execute, acknowledge and deliver upon request any and all documents or instruments requested by Landlord necessary or proper to assure the subordination of this Lease to any such mortgages, deeds of trust or leasehold estates provided that the holder of any such mortgage, deed of trust or leasehold estate agrees that in the event of foreclosure or other action taken by the holder thereof, this Lease and the rights of Tenant shall not be disturbed but shall continue in full force and effect for so long as Tenant is not in default hereunder. Tenant hereby agrees to attorn to any person, firm or corporation purchasing or otherwise acquiring the Premises, at any sale or other proceeding or pursuant to the exercise of any other rights, powers or remedies under such mortgages or deeds of trust or leasehold estate as if such person, firm or corporation had been named as Landlord herein. Tenant agrees to execute, acknowledge and deliver in recordable form to any proposed mortgages or purchaser, or to Landlord, or to such other person designated by Landlord, a certificate certifying (if such be the case) that this Lease is in full force and effect and that there are no defenses or offsets thereto, or, if Tenant claims any defenses or offsets, stating those claimed by Tenant. It is expressly understood and agreed that any such statement may be relied upon by any prospective purchaser or encumbrancer of all or any portion of the real property of which the Premises are a part. Tenant's failure to deliver such statement within ten (10) days after Landlord's written request therefor shall be conclusive upon Tenant that this Lease is in full force and effect without modification except as may be represented by Landlord and that there are no uncured defaults in Landlord's performance hereunder. Tenant hereby appoints Landlord the attorney-in-fact of Tenant irrevocably to execute and deliver any document or documents provided for herein for an in the name of Tenant.

15. Default: Bankruptcy.

15.1 Default. If Tenant defaults (a) in the payment of Minimum Rent, Percentage Rent, Additional Rent or any other item to be paid by Tenant hereunder, and such default shall not have been cured within five (5) days after written notice thereof by Landlord to Tenant or within ten (10) days from the due date thereof without such notice; or (b) in the performance of any other term, covenant, or condition of this Lease, and such default shall not have been cured or commenced to be cured to the satisfaction of Landlord within ten (10) days after written notice thereof by Landlord to Tenant, Landlord may, at its option, declare Tenant to be in default hereunder and thereupon Landlord shall be entitled, without further notice, to exercise any one or more of the remedies provided herein or permitted by law.

Upon notice of default in the performance of any term, covenant or condition of this Lease other than the payment of Rent or other sums, Tenant agrees to cure or proceed with due diligence to cure such default within ten (10) days of the notice. If Tenant shall fail to do so, Landlord may, at its option, cure the default in which case all costs and expenses, including reasonable attorneys' fees, incurred by Landlord, together with interest at the maximum legal rate, shall be deemed to be Additional Rent to be paid by Tenant on the next regular Rent payment date.

In the event of a default, Landlord may reenter and take possession of the Premises and remove all persons and property therefrom (as provided below), and at its option terminate this Lease, and Landlord at its option shall thereupon be entitled to recover from Tenant the worth, at the time of such termination, of the excess, if any, of the amount of Rent and charges equivalent to rent reserved in this Lease for the balance of the Term over the reasonable rental value of the Premises for the same period. Landlord may elect to reenter and take possession of the Premises without terminating this Lease, and if such election is made Landlord may at its sole option relet the Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease), at such rental or rentals and upon such other terms and conditions as Landlord in its discretion may deem advisable with the right to make alterations and repairs to the Premises. Upon any such reletting Landlord shall receive and collect the rents therefor, applying the same first to the payment of such expenses as Landlord may have paid, assumed or incurred in recovering possession of the Premises, including costs, expenses and attorneys' fees, and for placing the same in good order and condition, or repairing or altering the same for reletting and all other expenses, commissions and charges paid, assumed and incurred by Landlord in or about reletting the Premises, and then to the fulfillment of the agreements of Tenant. In any event and whether or not the Premises or any part thereof is relet, Tenant shall pay to Landlord all such amounts required to be paid by Tenant up to the time of reentry by Landlord, and thereafter Tenant shall, if required by Landlord, pay to Landlord until the end of the Term the equivalent of the amount of all Rent and other charges required to be paid by Tenant under the terms hereof, less the avails, if any, of such reletting after payment of the expenses of Landlord as aforesaid, and the same shall be due and payable on the first day of each calendar month during the balance of the Term. Upon the happening of any of the events set forth in this Article and in addition to any other rights or remedies which Landlord may have, Landlord shall have the immediate right of reentry and may remove all persons and property from the Premises and such property shall be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant, all without service of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby.

15.2 Bankruptcy. If, during the Term, Tenant or any guarantor of Tenant's obligations hereunder commits or permits to be committed any act of bankruptcy or insolvency, Landlord may at its election terminate this Lease by giving not less than three (3) days' written notice to Tenant and, when so terminated, Landlord may re-enter the Premises and the Premises and leasehold interest created by this Lease shall not be treated as an asset of Tenant's or guarantor's estate. It is further understood and agreed that Landlord shall be entitled, upon such re-entry, notwithstanding any other provisions of this Lease, to exercise such rights and remedies and to recover from Tenant or any guarantor of Tenant as damages for loss of the bargain resulting from such breach and not as a penalty, such amounts as are specified in Section 15.1 hereof, unless any statute or rule or law governing a proceeding in which such damages are to be proved shall lawfully limit the amount of such claims capable to being so proved, in which case Landlord shall be entitled to recover as liquidated damages the maximum amounts which may be allowed under any such statute or rule or law.

15.3 Rights and Remedies. The various rights and remedies herein granted to Landlord may be exercised concurrently and shall be cumulative and in addition to any others Landlord may be entitled to by law, and the exercise of one or more rights or remedies shall not impair Landlord's right to exercise any other right or remedy. The failure or forbearance of Landlord to enforce any right or remedy in connection with any default shall not be deemed a waiver of such default nor a consent to a continuation thereof, nor waiver of the same default at any subsequent date.

16. Access by Landlord.

16.1 Right of Entry. Landlord and its agents shall have the right to enter the Premises at all reasonable times for the purpose of examining or inspecting the same, showing the same to prospective purchasers or tenants of the Property, and making such alterations, repairs, improvements or additions to the Premises or the building of which they are a part as Landlord may deem necessary or desirable. Nothing herein contained, however, shall be deemed or construed to impose upon Landlord any obligations, responsibility or liability whatsoever, for the care, maintenance, or repair of the Premises or the building of which they are a part, or any part thereof, except as otherwise herein specifically provided. During the last six (6) months of the Term, Landlord shall have the right to place upon the Premises the usual notices indicating the Premises to be for lease or sale, and Tenant shall not interfere with such notices. Landlord may enter the Premises whenever reasonably necessary in the case of an emergency.

17. Sale by Landlord.

In the event of any transfer or transfers of Landlord's interest in the Premises or the Property, other than a transfer for security purposes only, the transferor shall be automatically relieved of any and all obligations and liabilities on the part of Landlord occurring from and after the date of such transfer; provided, however, that any funds in the hands of Landlord at the time of such transfer in which Tenant has an interest shall be turned over to the transferee and any amounts then due and payable to Tenant by Landlord under any provisions of this Lease shall be paid to Tenant, it being intended hereby that the covenants and obligations contained in this Lease on the part of Landlord shall, subject as aforesaid, be binding on Landlord, its successors and assigns, only during their respective successive periods of ownership. Tenant agrees to look solely to Landlord's estate and property in the Property (or the proceeds thereof) for the satisfaction of Tenant's remedies for the collection of a judgment or other judicial process requiring the payment of money by Landlord in the event of any default by Landlord hereunder, and no other property or assets of Landlord shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to this Lease, the relationship of Landlord and Tenant hereunder, or Tenant's use or occupancy of the Premises. The Tenant shall upon request by the Landlord provide an estoppel certificate to the Landlord in such form as the Landlord may reasonably request.

18. Surrender of Premises.

At the termination of this Lease, Tenant shall surrender the Premises to Landlord broom clean and in as good condition

and repair as reasonable and proper use thereof will permit. If not then in default, Tenant shall, except as provided in Section 7.1 hereof, have the right at the end of the Term to remove any equipment, furniture, trade fixtures or other personal property placed in the Premises by Tenant, provided that Tenant promptly repairs any damage to the Premises caused by such removal. Any liability of Tenant hereunder shall survive termination of this Lease. If, upon vacating the Premises on the termination of this Lease, whether by expiration of the Term, eviction or otherwise, Tenant fails to remove any property belonging to it within thirty (30) days of the Landlord's notice to remove such property or subsequent to a court order directing such removal, then all such property shall be deemed abandoned by Tenant and shall become the property of Landlord.

19. Notices.

Any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery or by mail, and if given by mail shall be deemed sufficiently given if sent by registered or certified mail, postage prepaid, return receipt requested, addressed to Tenant or to Landlord at the address noted on the first page hereof. Either party may, by notice to the other, specify a different address for notice purposes. Notwithstanding the foregoing, upon Tenant's taking possession of the Premises, the Premises shall constitute Tenant's address for notice purposes. A copy of all notices required or permitted to be given to Landlord shall be concurrently transmitted to such party or parties at such address as Landlord may from time to time hereafter designate by notice to Tenant.

20. Inability to Perform.

This Lease and the obligations of Tenant hereunder shall not be affected or impaired because Landlord is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike or other labor troubles, civil commotion, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain any material, service or financing, energy shortages, acts of God or by any other causes beyond the control of Landlord. If Landlord is unable to give possession of the Premises to Tenant within one (1) year from the Commencement Date, this Lease shall automatically terminate and Landlord, by reason thereof, shall not be subject to any liability therefor, except that Landlord shall return to Tenant all monies which Landlord has heretofore received from Tenant.

21. Waivers of Subrogation.

Each of the parties hereto waives any and all rights of recovery against the other or against any other tenant or occupant of the building or the Property or against the officers, employees, agents, representatives, invitees, customers and business visitors of such other party or of such other tenant or occupant of the building or the Property for loss of or damage to such waiving party or its property or the property of others under its control arising from any cause insured against under the standard form of fire insurance policy with all permissible extensions and endorsements covering additional perils, or under another policy of insurance carried by such waiving party in lieu thereof, to the extent of the insurance proceeds paid thereunder. Such waivers shall be effective only so long as the same is permitted by each party's insurance carrier without the payment of additional premium.

22. Rules and Regulations.

Tenant shall observe faithfully and comply strictly with the rules and regulations as Landlord may from time to time reasonably adopt for the safety, care and cleanliness of the Property or the preservation of good order therein. The Property is located within the City of Jacksonville Beach and is subject to its rules and regulations as shown in Exhibit "C" attached hereto. Landlord shall not be liable to Tenant for any violation of the rules and regulations or for the breach of any covenant or condition in any Lease by any other tenant in the building or the Property.

23. Miscellaneous.

23.1 Attorneys' Fees. In the event of any litigation between Tenant and Landlord to enforce any provision of this Lease or any right of either party hereto, the prevailing party in such litigation shall be entitled to receive from the other party, either as a direct payment or as an award under any judgment, all costs and expenses, including reasonable attorneys' fees, incurred in negotiation, at trial or on appeal. Moreover, if either party hereto without fault is made a party to any litigation instituted by or against any other party to this Lease, such other party shall indemnify Landlord or Tenant, as the case may be, against and save it harmless from all costs and expenses, including reasonable attorneys' fees, incurred in connection therewith.

23.2 Interest on Past Due Obligations. Any amount due from Tenant to Landlord hereunder which is not paid when due shall bear interest at the highest rate allowable by law, from the due date until paid, unless otherwise specifically provided herein, but the payment of such interest shall not excuse or cure any default by Tenant under this Lease.

23.3 Time of Essence. Time is of the essence with respect to the performance of each of Tenant's covenants 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.

23.4 Holding Over. Should Tenant continue in occupancy of the Premises after the termination of this Lease, Tenant shall become a tenant from month to month only, upon each and all of the terms herein provided as may be applicable to such month to month tenancy, and any such holding over shall not constitute a renewal or extension of this Lease. During such holding over Tenant shall pay rent at two hundred percent (200%) of the monthly rate provided for herein during the period of the hold over, unless Tenant and Landlord agree to an alternative rent in writing.

23.5 Partial Invalidity. Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect,

impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

23.6 Brokers. Tenant warrants that it has had no dealings with any real estate broker or agents in connection with the negotiations of this Lease except for Timothy J. Benner and as listed below, and that it knows of no other real estate broker or agent who is or might be entitled to a commission in connection with this Lease, and Tenant agrees to indemnify and hold Landlord harmless from and against any and all claims for any such commissions, except as follows:

REAL ESTATE AGENCY DISCLOSURE:

Timothy J. Benner hereby discloses to the tenant that he is both a Registered Real Estate Broker and Principal of Landlord and is acting as the real estate broker, with respect to the lease of the property solely on behalf of Landlord. Accordingly, he undertakes no duty of disclosure, representation or otherwise to tenant in this transaction.

This Disclosure is given in accordance with Rule 21V-10, 033, Florida Administrative Code.

The undersigned acknowledges receipt of this Disclosure prior to the undersigned's execution of the contract or lease for the subject transaction.

23.7 Waiver. No waiver by Landlord of any provision of this Lease shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by Tenant of the same or any other provision. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any act by Tenant requiring Landlord's consent to or approval of any subsequent act of Tenant, whether or not similar to the act consented to or approved. No act or thing done by Landlord or by Landlord's agents during the term of this Lease shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such surrender shall be valid unless in writing and signed by Landlord. No employee of Landlord or of Landlord's agents shall have any power to accept the keys to the Premises prior to the termination of this Lease and the delivery of the keys to any such employee shall not operate as a termination of the Lease or surrender of the Premises.

23.8 Successors and Assigns. Except as otherwise provided in this Lease, all of the covenants, conditions and provisions of this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

23.9 Headings, Landlord and Tenant. The article and section captions contained in this Lease are for convenience only and do not in any way limit or amplify any term or provision hereof. The terms "Landlord" and "Tenant" as used herein shall include the plural as well as the singular, the neuter shall include the masculine and feminine genders and, if there is more than one tenant, the obligations herein imposed upon Tenant shall be joint and several.

23.10 No Estate by Tenant. This Lease shall create the relationship of Lessor and Lessee between Landlord and Tenant; no estate shall pass out of Landlord; Tenant has only an usufruct, not subject to levy or sale and not assignable by Tenant except as provided in Article 13 hereof.

23.11 Entire Agreement. This Lease and the Exhibits and Addenda (if any) attached hereto constitute the entire agreement between the parties with respect to the subject matter hereof, and no prior agreement or understanding with regard to any such matter shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties or their respective successors in interest.

23.12 Governing Law. This Lease is made and accepted by the parties in the State of Florida, with reference to the laws of such state and shall be construed, interpreted and governed by and in accordance with the laws of the State of Florida, Tenant agrees that Landlord may institute any legal proceedings with respect to this Lease or the Premises in the Circuit Court of the county in which the Premises are located and submits itself to the jurisdiction of such court. If Tenant is a corporation chartered other than in the State of Florida, Tenant acknowledges and agrees that it is "doing business" in the State of Florida and hereby irrevocably appoints the Secretary of State of Florida as its agent for service of process for all matters pertaining to this Lease or the Premises unless Tenant has qualified to do business in Florida and has registered another person with the Secretary of State of Florida as its agent for service of process within the State of Florida.

23.13 Addenda. All Addenda and Exhibits are listed in the "Table Of Contents" attached hereto and made a part hereof.

23.14 Radon Disclosure and Disclaimer. The following notification is required by Florida law and is provided for your information:

"Radon is a naturally occurring radioactive gas that, when it is accumulated in buildings 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."

The Landlord has not tested for Radon gas at the Property and therefore, makes no representation regarding the presence or absence of such gas. Tenant hereby waives any and all actions against Landlord related to the presence of such gas.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Lease as of the day and year first above written.

WITNESS

OSCEOLA PROFESSIONAL CENTER, LC
"LANDLORD"

BY: Timothy J. Benner
IT'S: MEMBER

"TENANT"

Its:

**LEGAL DESCRIPTION OF PROPERTY
EXHIBIT A**

Parcel 1:

Lots 1, 2, 3, Block 10, Shores Replat Unit No. 1, as recorded in Plat Book 14, page 39 of the current public records of Duval County, Florida.

Parcel 2:

Lots 8 and 9, Block 8, together with that part of the South 1/2 of Desoto Avenue (closed by City of Jacksonville Beach Ordinance No. 94-7605, dated July 18, 1994 lying of md adjacent to said Lot 8, all as shown on the plat of Replat Unit No. , Atlantic Shores, as recorded in Plat Book 14, page 39 of the current public records of Duval County, Florida.

Parcel 3:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14, Block 9, together with that portion of the North 1/2 of Desoto Avenue (closed by City of Jacksonville Beach Ordinance No. 94-7605, dated July 18, 1994), plat Unit No. 1 Atlantic Shores, according to plat thereof as recorded in Plat Book 14, pages 39 and 40 of the current public records of Duval County, Florida.

PARCELS 1, 2 AND 3 ARE ALSO KNOWN AND DESCRIBED AS:

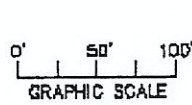
PARCEL 1

LOTS 1, 2 AND 3, BLOCK 10, ATLANTIC SHORES REPLAT UNIT No. 1, AS RECORDED IN PLAT BOOK 14, PAGE 39 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, THENCE AT NORTHWEST CORNER OF SAID LOT 3; THENCE SOUTH 00°45'04" EAST, ALONG THE WEST LINE OF SAID LOTS 3, 2 AND 1, A DISTANCE OF 137.01 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH-EAST AND HAVING A RADIUS OF 120.00 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE AND ALONG THE WEST LINE OF SAID LOT 1, A CHORD BEARING OF SOUTH 10°43'25" EAST AND A CHORD DISTANCE OF 41.61 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 52°51'22" EAST, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 53.49 FEET; THENCE CONTINUE ALONG SAID SOUTH LINE, NORTH 53°03'41" EAST, A DISTANCE OF 97.10 FEET TO SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 00°55'04" WEST, ALONG THE EAST OF SAID LOTS 2 AND 3, A DISTANCE OF 100.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE SOUTH 84°18'58" WEST, ALONG THE NORTH OF SAID LOT 3, A DISTANCE OF 128.82 FEET TO THE POINT OF BEGINNING

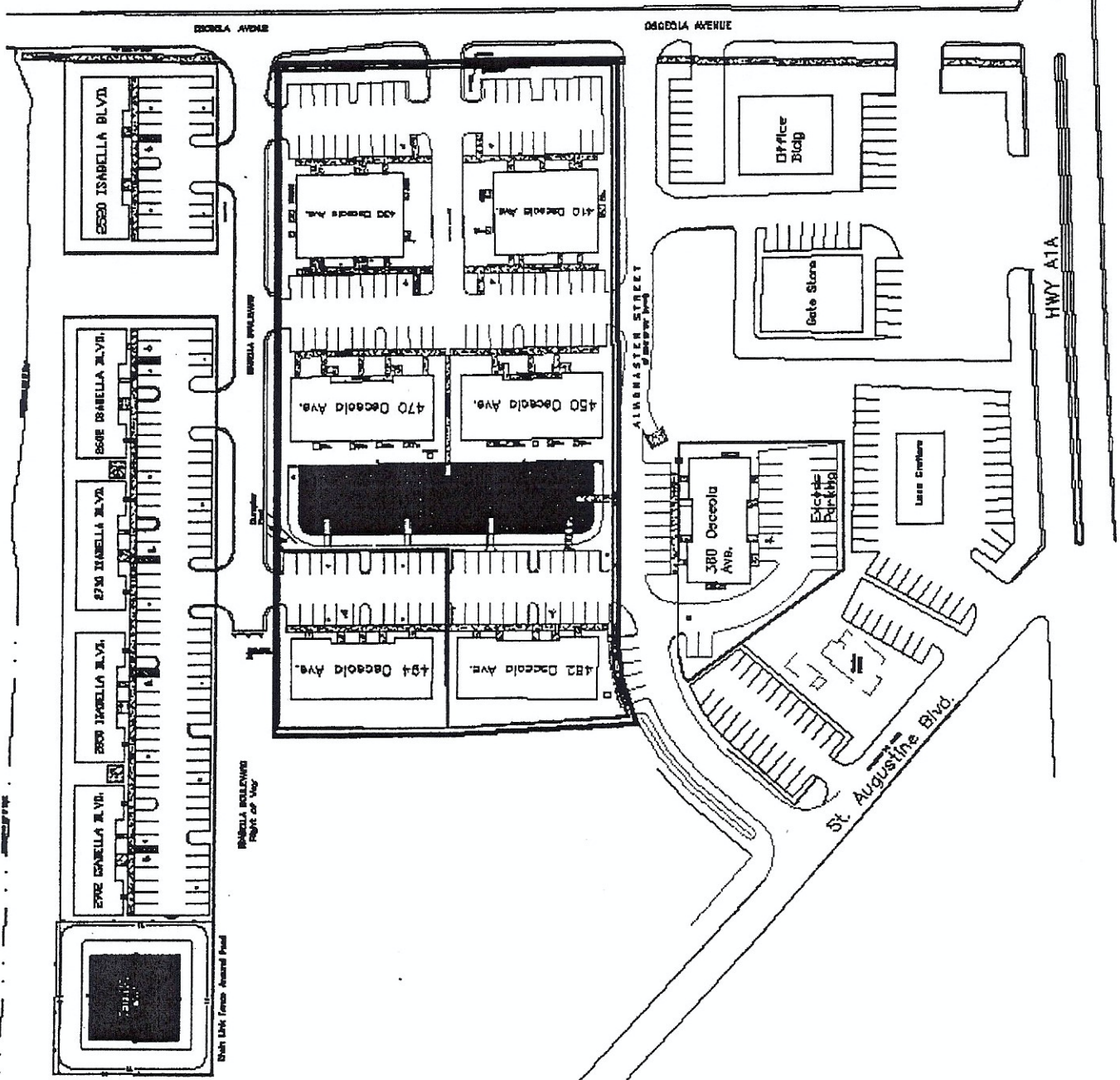
Exhibit B Diagram of Property and Location of Premises

PRELIMINARY PUD DEVELOPMENT PLAN

- | | |
|---|---|
| <p>■ Holding Ponds</p> <p>— OSCEOLA PUD</p> | <p>■ Isabella Blvd., LC.</p> <p>■ Osceola Prof. Cntr., LC</p> |
|---|---|



OSCEOLA PUD TOTAL LAND AREA: 128,207 SF 100%
OSCEOLA PUD TOTAL IMPERVIOUS AREA: 84,016 SF 65.5%



**EXHIBIT C
RULES AND REGULATIONS
OSCEOLA AVENUE PROFESSIONAL CENTER, LC**

A. DEFINITIONS.

1. For purposes of these rules and regulations, the following terms shall be defined as set forth below:

Tenant: any person(s) or entity leasing or subleasing space within a building located in the Project.

Project or Property: Osceola Professional Center

Owner: any person(s) or entity owning a parcel of land located within the Project or Property.

Landlord: Osceola Professional Center, LC. its successors and assigns.

Occupant: Tenants, Ground Lessees, and owners shall collectively be referred to as Occupants.

Leased Premises: Any leasable building area leased by a Tenant.

Premises: Leased Premises and any occupiable space located on property owned by an Owner or leased by a Ground Lessee.

2. **Applicability.** These rules and regulations shall apply to all Occupants of the Property except as specifically provided herein to the contrary. The Landlord and Developer shall be permitted (but not required) to grant relief from specific rules and regulations contained herein to one or more Tenants, Ground Lessees, or Owners within the Property upon written request therefore and good cause shown in the sole opinion of the Developer or Landlord.

3. **Additional Rules and Amendments.** Except as to paragraph B., 1. the Landlord reserves the right to make such other reasonable rules and regulations which it determines, from time to time, are necessary or appropriate for the safety, care, protection, cleanliness or good order of the Property. Any such additional rules and regulations shall be binding upon each occupant with the same force and effect as if the same had been included herein and in existence at the time the Occupant acquired its interest in the Premises, if in the best interests of the Project. The Landlord further reserves the right at any time to modify or revoke any existing rule or regulation if in the best interests of the Project.

B. OPERATION OF PREMISES.

1. **Hours of Operation.** All Occupants shall open for business and continuously remain open for business at normal or reasonable hours without creating a nuisance for other occupants, Monday through Friday. Any Occupant may be open for business during alternative hours, Sundays or holidays, provided such opening is not in violation of applicable law.

2. **Illumination of Parcel.** The Landlord shall have the option to require all Occupants of the Property to maintain night lights within those premises at all times during which the same are not open for business.

3. **Character of Operations.** In order to establish and preserve the character of the Property as a high quality commercial development, no Occupant will conduct any auction, fire, bankruptcy or closeout sales.

4. **Deliveries.** Each Occupant shall use its best efforts to cause all delivery vehicles servicing

the Premises to load and unload all supplies, goods, packages, furniture, equipment and all other items being delivered to the Occupant prior to 10 o'clock A.M. Delivery during other business hours shall not be absolutely prohibited, provided such deliveries do not in the reasonable opinion of the Landlord constitute a nuisance to the operation of the Property.

5. **Theft or Loss.** Each Occupant is fully responsible for the protection of its Premises and the contents thereof from robbery, theft, vandalism, pilferage or other loss.

C. RESTRICTIONS AND PROHIBITIONS.

1. **Nuisances.** No business will use or permit the use of any apparatus for sound production or transmissions or any exterior lighting such as flashing lights, search lights, etc., or television or radio broadcast or permit live entertainment within or outside of the Premises in such a manner so that the media may be heard or experienced outside the Premises. No Occupant will cause or permit objectionable odors to emanate or be dispelled from the premises.

2. **Television and Radio Equipment.** No Occupant shall be permitted to install any antenna or aerial wire, or radio or television equipment inside or outside the Premises without the prior written approval of the Landlord which may specify the terms and conditions for any such installation.

3. **Trash and Garbage.** No Occupant shall permit the accumulation of rubbish, trash, garbage and other refuse in and around Premises. Every Occupant will remove the same at its own expense to areas designated by the Landlord. The Landlord shall make arrangements for removal of such rubbish, trash, garbage and other refuse from such designated areas. No burning of trash, refuse or waste material shall be allowed. Occupant shall keep all areas and areas surrounding the premises in a clean and sanitary condition free of insects, rodents, vermin, felines and other pests.

4. **Hazardous Substances or Conditions.** No Tenant or Lessee shall overload the floor of its Premises or use or operate any machinery equipment or other device which is harmful to the Premises. No Occupant shall keep in its Premises any inflammable, combustible or explosive substance nor any substance which would create or tend to create a dangerous or combustible condition. Furthermore, no Tenant shall install electrical or other equipment which the Landlord determines might cause impairment or interference with the provision of services to the Project. Any Occupant whose business requires use or possessions of extra hazardous substances or entails extra hazardous operations or conditions, shall so advise the Landlord and shall obtain their consent prior to bringing such substances onto or creating such condition within the Premises. Any damage to persons or property resulting or arising out of such use shall be the sole responsibility of such Occupant.

5. **Animals.** No animals shall be permitted within any of the Premises except in the event of pet store, veterinary clinic, or similar businesses specifically approved by the Landlord.

6. **Exterior Painting and Decorating.** Following completion of its Premises, no Occupant shall change the color, type of paint or stain or other covering on any part of the exterior of its Premises or otherwise change the architectural treatment thereof, without first obtaining the Landlord's written approval of any such painting or decorating. Upon notice from the Landlord, any Occupant will promptly remove any paint or decoration or alteration which has been so applied or installed without the Landlord's written approval, or take such action with reference thereto as the Landlord may direct.

D. USE OF COMMON AREAS AND OPERATION OF THE PROJECT.

1. **Use of sidewalks and Parking Areas.** No Occupant may use any sidewalk, or walkway or any vestibule or entrance of its Premises, for keeping, displaying, advertising or sale of any merchandise, equipment, devices or objects. Every Occupant's right to use all sidewalks, vestibules, entrances, parking areas, corridors and other common areas of the Project is limited to ingress and egress and parking for such Occupant and its employees, licensees and invitees and for no other use. No Occupant shall permit the encumbrance or obstruction of any portion of the common areas. The Landlord reserves the right to control and operate all common areas in such manner as it deems best for the benefit of the overall Project generally. No Occupant shall obstruct, litter, mar, or damage any part of the hallways, corridors,

exterior doors or walls, landscaped areas, or any other portion of the common areas, and any such damage caused by it or its employees, agents, or contractors shall be the responsibility of the Occupant.

2. **Security.** The Landlord may take all the measures it may deem reasonably necessary or appropriate for the security of the Project, the Occupants and their invitees, licensees or employees including, but not limited to, searching for cause or suspected cause of any person entering or leaving the Project, the evacuation of the Project for pending disaster, the temporary denial to Occupants and their invitees, employees or licensees of access to the Project or any portion thereof, and the closing of the Project on non-business days, legal holidays, and after business hours.

3. **Solicitations.** Solicitation, including the distribution of hand bills or other advertising matter by any Occupant is prohibited within the entirety of the Project unless specifically authorized in advance by the Landlord.

E. ENFORCEMENT.

1. **Compliance; Fines.** Every Occupant shall comply with these rules and regulations as set forth herein, any and all rules and regulations which from time to time may be adopted by Landlord. Failure of an Occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. In addition, to all other remedies, in the sole discretion of the Landlord, a fine or fines may be imposed upon an Occupant for failure of an Occupant, its guests, invitees, lessees or employees, to comply with any covenant, restriction, rule or regulation herein provided the following procedures are adhered to:

(a) **Notice.** The Landlord shall notify the Occupant of the infraction or infractions, in writing. Included in the notice shall be the address and phone of Landlord so that Occupant may present reasons why penalties should not be imposed. Landlord shall not have the power to impose any financial penalties until Occupant has received a minimum of two written warnings for each violation.

(b) **Hearing.** At such meeting, the non-compliance shall be presented to the Landlord after which the Landlord shall hear reasons why penalties should not be imposed. A written decision of the Landlord shall be submitted to the Occupant by not later than twenty-one (21) days after the Landlord meeting.

(c) **Penalties.** Landlord may impose special assessments against the applicable Premises as follows:

(1) First non-compliance or violation. A written warning defining the violation and deadline to correct or remedy the same.

(2) Second non-compliance or violation. A final written warning defining a deadline to correct the violation.

(3) Third and subsequent non-compliance or violations which are of a continuing nature. A fine not in excess of One Hundred Dollars (\$100.00) per occurrence.

(d) **Payment of Fees.** Fines shall be paid not later than thirty (30) days after notice of the imposition or assessment of the penalties.

(e) **Collection of Fines.** Fines shall be treated as additional rent subject to the provisions for collection of assessments as set forth in the Lease.

(f) **Application of Penalties.** All monies received from fines shall be allocated to offset the operating expenses of the Project.

(g) Non-Exclusive Remedy. These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Landlord may be otherwise legally entitled; however, any penalty paid by the offending Occupant shall be deducted from or offset against any damage which the Landlord may otherwise be entitled to recover by law from such Occupant.

GUARANTY

EXHIBIT D

FOR VALUE RECEIVED and to induce Osceola Professional Center, LC ("Landlord") to enter into its Lease dated _____, with _____ ("Tenant"), the undersigned hereby:

(a) unconditionally guarantees to Landlord the timely performance of all of the obligations and duties to Tenant under the Lease and the timely payment of all sums due by Tenant under the Lease, including without limitation, all amounts and all expenses (including attorney's fees, whether before or at trial, on appeal or in bankruptcy) incurred in the enforcement or interpretation of this Guaranty or of the Lease, the enforcement of Landlord's rights thereunder or in any collateral given by Tenant or the undersigned as security for Tenant's obligations under the Lease; and

(b) consents and agrees (i) that the undersigned is bound by the terms of and is subject to all provisions set forth in the Lease as fully as though he were a Tenant thereunder, (ii) to the exercise by Landlord of each and every right set forth in the Lease or permitted by law, all without notice by Landlord to the undersigned and without first or contemporaneously proceeding against any other person who may be liable under the Lease, or otherwise seeking performance from such person, and (iii) that the discharge of Tenant, whether by operation of law, by the discharge of Tenant, whether by operation of law, by voluntary release by Landlord or otherwise, will not operate to release the undersigned from his obligations under this Guaranty.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Lease as of the day and year first above written.

WITNESSES:

"GUARANTOR"

Individually;

EXHIBIT "E"

OFFICE LEASE CONSTRUCTION ADDENDUM

BETWEEN OSCEOLA PROFESSIONAL CENTER, LC ("Lessor")

AND

("Lessee")

Lessor shall construct the Premises to conform to Lessee's plan sketch prepared by Lessee and to be submitted to Lessor within 30 days from the date of this agreement. The plan sketch, the plans and specifications for construction of and improvement to the Premises, including signage, shall be subject to written approval by Lessor and Lessee prior to commencement of construction, which approval may be withheld for any reason whatsoever, aesthetic grounds being sufficient. In the event that either party shall disapprove the plan sketch, plans and specifications within ten days of receipt, then the other party shall cooperate to modify, change and resubmit the same within ten (10) days of notice of disapproval. In the event that both parties do not mutually agree again, then either party hereto shall have the option to terminate this Lease by notice to the other party delivered within ten (10) days after such disapproval by either party; and in the event of such termination, all deposits and prepaid rents shall be refunded to Lessee. The storefront design and all architectural drawings shall be prepared by Lessor.

The inability of Lessor to commence or complete construction of and improvement to the Premises in accordance with the approved plans and specifications therefor by the dates herein required which results from delay(s) caused by strikes, picketing, acts of God, war, emergencies, or shortages or unavailability of materials or from mutually agreed upon changes to Lessee's original plans and specifications for the Premises or other causes beyond Lessor's reasonable control shall extend the period for completion of construction and improvement by Lessor by a period equal to the period(s) of such delay(s).

Within ten (10) days of completion of construction of and to the Premises in accordance with the approved plans and specifications therefor, Lessor shall deliver to Lessee a certificate, executed by Lessor or a duly authorized officer of Lessor, setting forth the "Premises Completion Date".

The Commencement Date of the term of the Lease, for which provision is made in Article 3 of the Agreement, Shall be Ten days after the date Lessor shall have certified to Lessee that the Premises is sufficiently or substantially completed (the Premises Completion Date) to allow occupancy by Lessee.

If Lessor shall fail to complete construction of and improvement to the Premises, or to complete the same, within 180 days from the date of mutual acceptance of plans and specifications for the Premises, Lessee may, at its option terminate this lease, receiving all deposits or advances of rent theretofore made by Lessee as Lessee's total liquidated damages.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Lease as of the day and year first above written.

WITNESS

As to Landlord

As to Tenant

**OSCEOLA PROFESSIONAL CENTER, LC
"LANDLORD"**

BY: Timothy J. Benner
IT'S: Member

"TENANT"

BY: _____

Its: _____