

SHOPPES AT BRANTLEY HALL LEASE

THIS LEASE (the "Lease") is made and entered into by and between **REC I/BRANTLEY HALL LIMITED PARTNERSHIP**, a Delaware limited partnership, whose address is c/o Crossman and Company, 3333 South Orange Avenue, Suite 201, Orlando, Florida 32806, in this Lease referred to as "LANDLORD," and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, 1101 East 1st Street, Sanford, Florida 32771, in this Lease referred to as "TENANT."

WITNESSETH:

WHEREAS, LANDLORD is the owner of a certain building known as "Shoppes at Brantley Hall," located at 990 North State Road 434, Unit 1124, Altamonte Springs, Florida 32714 (the "Shopping Center"); and

WHEREAS, TENANT desires to lease space at 990 North State Road 434, Unit 1124, Altamonte Springs, Florida 32714, for use as offices for the Clerk of the Circuit Court and Comptroller for Seminole County;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements contained in this Lease, LANDLORD and TENANT agree as follows:

Section 1. Leased Premises. LANDLORD does grant to TENANT and TENANT does hereby accept from LANDLORD the exclusive use and occupancy of approximately 2,000 square feet at the building located at 990 North State Road 434, Unit 1124, Altamonte Springs, Florida 32714. The leased premises consist of that space more particularly described in the attached **Exhibit "A"** and referred to in this Lease as the "Leased Premises."



Section 2. Term. The term of this Lease commences November 1, 2017, notwithstanding the date of signature by the parties ("Lease Commencement Date"), and expires on January 31, 2023, unless sooner terminated as provided in this Lease (the "Lease Term").

Section 3. Rental.

(a) **Rent Abatement.** Subject to the prepaid rent payment in Section 3(b) below, LANDLORD shall abate TENANT's rent for three months from November 1, 2017 through January 31, 2018 to allow for TENANT's interior improvements and fixture installation.

(b) **Base Rent.** Commencing on the Lease Commencement Date, TENANT shall pay rent to LANDLORD for the Leased Premises described in Section 1 above at a monthly rate of THREE THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$3,250.00) for the first year of the Lease Term, based on \$19.50 per square foot ("Base Rent"), payable on or before the first (1st) day of each calendar month with a ten (10) business day grace period. TENANT represents, and LANDLORD recognizes that, as a charter county and political subdivision of the State of Florida, TENANT is exempt from Florida state sales and use tax on commercial rentals and TENANT has no obligation to pay any such tax to LANDLORD. If TENANT assigns its interest in this Lease to an entity that is not exempt from such tax, then such assignee shall pay LANDLORD for all sales and privilege taxes, imposed upon the privilege of leasing and renting real property by any city, county, state or federal taxing authority, which amount will be added to each of the installments of Base Rent, and any other sum payable under this Lease (collectively, all of the foregoing, as applicable, in this Lease known as "Rent" or "rent"). Notwithstanding the foregoing, TENANT shall pay prepaid rent to LANDLORD for February 2018 in the amount of THREE THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$3,250.00) by December 1, 2017. The next monthly rent payment under this lease will be due March 1, 2018

subject to the grace period described above. Rent payments must be made payable to REC I/BRANTLEY HALL LIMITED PARTNERSHIP and sent to Rec I/Brantley Hall Limited Partnership, c/o Crossman and Company, 3333 S. Orange Avenue, Suite 201, Orlando, Florida 32806.

(c) **Increases to Base Rent.** On November 1, 2018 and on each November 1st of each subsequent year of the Lease Term, the rent will be increased annually by three percent (3%). It is TENANT's responsibility to calculate this adjustment timely and prior to the Lease anniversary date and provide written notice of the adjusted rent to LANDLORD. If TENANT does not timely calculate these adjustments, LANDLORD may, but is not required to, calculate these adjustments and provide written notice of such adjusted rent to TENANT.

Section 4. Condition of Leased Premises.

(a) **Generally.** TENANT accepts the Leased Premises in its existing condition, AS IS, subject to the express warranties and representations by LANDLORD set forth in this Section 4 and in Section 6(b), and the other obligations of LANDLORD set forth in this Lease. TENANT acknowledges that it has inspected to its satisfaction the Leased Premises, including all things about the Leased Premises that TENANT deems material to TENANT's leasing and use of the Leased Premises. LANDLORD makes no representations or warranties whatsoever with respect to the Leased Premises or its condition, except as otherwise provided in this Section 4, Section 6(b) below, and the other provisions of this Lease. LANDLORD has not made any representation or warranty as to the suitability of the Leased Premises for the conduct of TENANT's business.

(b) **LANDLORD's Responsibility for HVAC System.** Prior to January 1, 2018, LANDLORD shall install a new heating, ventilation, and air conditioning (HVAC) system for the

Leased Premises. The new HVAC system must have a capacity that is appropriately sized and of a reasonable quality for the use of the Leased Premises as an office space.

(c) **Tenant Improvements.** TENANT shall diligently pursue the completion of any initial leasehold improvements that TENANT deems necessary to open for business (the "Tenant Improvements"). Such Tenant Improvements will be at TENANT's sole cost and expense. Detailed plans and specifications for such Tenant Improvements ("Tenant's Plans") are subject to LANDLORD's prior written approval. TENANT shall obtain LANDLORD's written approval of Tenant's Plans prior to applying for any required permits or licenses for Tenant's Plans and prior to beginning construction of Tenant Improvements. LANDLORD shall comply with Section 29 below concerning consent with regard to the written approval of Tenant's Plans. The approval by LANDLORD of Tenant's Plans does not constitute the assumption of any liability on the part of LANDLORD for their compliance or conformity with any legal requirements and the requirements of the Lease. LANDLORD's approval of Tenant's Plans does not constitute a waiver by LANDLORD of the right subsequently to require TENANT to amend Tenant's Plans to provide for any corrections or admissions by TENANT of items required by legal requirements or the Lease that are later discovered by LANDLORD. TENANT is responsible for obtaining any and all permits, licenses, and other governmental approvals required to complete the Tenant Improvements and paying for the costs associated with them. TENANT shall also provide LANDLORD with copies of such permits, licenses, and other governmental approvals obtained by TENANT to complete the Tenant Improvements. TENANT is solely responsible for ensuring that the Tenant Improvements comply with the Americans with Disabilities Act ("ADA") and any other governmental or quasi-governmental codes, rules, or regulations that apply to the Tenant Improvements. The Tenant Improvements must be made by either: (i) licensed and insured

contractors and subcontractors, or (ii) TENANT's employees who are qualified to perform the work, provided that such work does not require the issuance of a building permit. All such work for the Tenant's Improvements must be performed in a good and workmanlike manner. All materials used for the Tenant's Improvements must be of a quality comparable to or better than those in the Leased Premises and must be in accordance with Tenant's Plans approved by LANDLORD.

Section 5. Use.

(a) **Permitted Use.** TENANT may occupy the Leased Premises on the Lease Commencement Date. At all times, TENANT shall conduct its business in a reputable manner and in accordance with law and shall not conduct its business within the Leased Premises contrary to any law, statute, regulation, or ordinance. TENANT shall use the Leased Premises solely for the purpose of general business offices for services provided by the Seminole County Clerk of the Circuit Court and Comptroller. TENANT shall not use or permit the use of the Leased Premises in any manner that is inconsistent with the "Prohibited Uses and Exclusive Uses" as set forth the attached Exhibit "B" to this Lease.

(b) **Alterations or Additions.** TENANT may make alterations or additions to the interior of the Leased Premises to accommodate the business operations of TENANT. TENANT shall bear the entire expense of any such alterations or additions. Prior to making any such alterations or additions, TENANT shall submit the plans and specifications for such alterations and additions to LANDLORD for prior written approval. LANDLORD's approval of the plans is required in advance of TENANT's commencement of such work. LANDLORD shall comply with Section 29 below concerning consent with regard to the written approval of such plans and specifications or the alterations or additions. TENANT shall follow the plans and specifications

approved by LANDLORD in making these alterations or additions. Any work must be done in a good, workmanlike manner and lien free, and in compliance with applicable law.

(c) **Compliance with Laws.** TENANT shall not use or permit the use of the Leased Premises in any manner that will tend to create waste or a nuisance, or disturb other tenants in the Shopping Center or neighbors of the Shopping Center, if any. TENANT shall not use the Leased Premises, or permit anything to be done in the Leased Premises, that will in any way conflict with any law, statute, ordinance, or governmental rule or regulation now in force or which may subsequently be enacted or promulgated.

(d) **Americans with Disabilities Act.** LANDLORD does not warrant or represent that the Leased Premises complies with the Americans with Disabilities Act ("ADA"). LANDLORD shall comply with the ADA, subject to grandfathered rights, if any, as to any portion of the Shopping Center outside of the Leased Premises or other leased premises at no cost to TENANT. It is the responsibility of TENANT and not LANDLORD to comply with the ADA as to the Leased Premises at no cost to LANDLORD.

(e) **Hazardous Substances.** TENANT covenants that TENANT shall not generate, store, use, handle, discharge, or release hazardous waste materials on the Leased Premises contrary to applicable law. LANDLORD covenants that LANDLORD shall not generate, store, use, handle, discharge, or release hazardous waste materials on any portion of the Shopping Center under LANDLORD's control contrary to applicable law. The term "hazardous waste materials" includes all chemicals, substances, and materials which are defined to be hazardous or toxic waste or hazardous substances in any federal or state statute, any local ordinance, or any regulation adopted by any state, federal, or local agency, and includes without limitation asbestos, polychlorinated-biphenyls, and petroleum derived substances.

(f) **Common Areas and Facilities.** All common areas and common facilities in or about the Leased Premises and the building are subject to the exclusive control and management of LANDLORD. LANDLORD has the right to construct, maintain, and operate lighting and other improvements on these areas and to change the area, level, location, and arrangement for parking areas and other facilities. TENANT, for the use and benefit of TENANT, its agents, employees, customers, and licensees, has the non-exclusive right in common with LANDLORD, and other present and future owners, tenants and their agents, employees, customers, and licensees, to use the common and parking areas during the entire Lease Term, or any extension of it, for ingress and egress, and automobile parking, subject to the rights of other tenants in the Shopping Center having the exclusive right to use certain portions of the common and automobile parking areas. TENANT, in the use of the common and parking areas, shall comply with such reasonable rules and regulations for parking as LANDLORD may adopt from time to time for the orderly and proper operation of the common and parking areas. Such rules may include but are not limited to the following: (1) the restricting of employee parking to a limited, designated area or areas; and (2) the regulation of the removal, storage and disposal of TENANT's refuse and other rubbish. LANDLORD has the right to alter the common areas, automobile parking areas, or both, from time to time. TENANT shall abide by any parking space assignments designated by LANDLORD. TENANT shall take such reasonable steps as may be necessary to ensure that its invitees abide by such parking space assignments. LANDLORD shall properly operate and maintain the parking area and all entrances, exits, driveways, and walkways, keeping them in a commercially reasonable condition and state of repair. LANDLORD's operation and maintenance must include without limitation, lighting, striping, repaving, traffic control, and removal of rubbish and debris.

(g) **Security.**

(i) LANDLORD has no obligation to provide any security whatsoever for the Leased Premises, the Shopping Center, or TENANT's business in the Leased Premises. TENANT shall provide and is solely responsible for the security of the Leased Premises at TENANT's sole cost and expense. LANDLORD has no liability to TENANT or any of its employees, agents, or invitees for losses due to theft or burglary. LANDLORD has no liability to TENANT or any of its employees, agents, or invitees for injury, trauma, damages, or other harm resulting from criminal activity in the Leased Premises. LANDLORD is not required to insure TENANT against any such losses. TENANT is responsible for all repairs and replacements of damage or destruction of the Leased Premises necessitated by burglary or attempted burglary, or any other illegal entry into the Leased Premises.

(ii) Notwithstanding the foregoing, TENANT acknowledges that LANDLORD may adopt and provide security services for the Shopping Center from time to time. TENANT shall cooperate fully in any efforts of LANDLORD to maintain security in the Shopping Center at LANDLORD's expense. TENANT shall follow all reasonable rules and regulations promulgated by LANDLORD with respect to security. However, any security services that are voluntarily undertaken by LANDLORD may be changed or discontinued from time to time in LANDLORD's sole and absolute discretion, without liability to TENANT or its employees, agents, or invitees.

(h) **Adjacent Spaces.** LANDLORD is not responsible or liable to TENANT, or to those claiming by, through, or under TENANT, for any loss or damage which may result from the acts or omissions of third parties occupying space adjoining, adjacent to, or connecting with the Leased Premises or any other part of the Shopping Center, or otherwise.

(i) **Deliveries.** TENANT shall use its best efforts to complete all deliveries, loading, unloading, and services to the Leased Premises before 10:00 A.M. each day. TENANT shall

attempt to prevent any delivery trucks or other vehicles servicing the Leased Premises from parking or standing in front of the Leased Premises from 10:00 A.M. to 9:00 P.M. of each day. LANDLORD reserves the right to further regulate the activities of TENANT in regard to deliveries to and servicing of the Leased Premises. TENANT agrees to abide by such further regulations of LANDLORD. Rear deliveries may be made at any time during the day.

(j) **Auctions.** TENANT shall not conduct or permit to be conducted any sale by auction in, upon or from the Leased Premises, whether the auction is voluntary, involuntary, pursuant to any assignment for the payment of creditors, or pursuant to any bankruptcy or other insolvency proceeding.

(k) **Hours of Business.** During the term of this Lease Agreement, TENANT shall continuously keep the entire Leased Premises occupied and fully open for business during the hours of 8:15 a.m. to 5:00 p.m., Monday through Friday, excluding legal holidays and when a state of emergency is in effect.

(l) **Rules and Regulations.** TENANT shall faithfully observe and comply with the rules and regulations that LANDLORD may from time to time promulgate or modify. The rules and regulations will be binding upon TENANT upon delivery of a copy of them to TENANT.

(m) **Construction Liens Do Not Attach Pursuant to Florida Statutes.** No construction liens may be placed against LANDLORD's title in the Leased Premises for or on account of the construction of any improvement upon the Leased Premises or any repair, alterations, demolition, or removal of such improvement, or for any other purpose, by any laborer, contractor, materialman, or other person contracting with or employed by TENANT. All laborers, mechanics, materialmen, contractors, subcontractors, and others are called upon to take due notice of this clause, it being the intent of the parties to expressly prohibit any such lien against

LANDLORD's title or interest by the use of this language as and in the manner contemplated by Section 713.10, Florida Statutes (2017), as this statute may be amended from time to time. TENANT shall promptly notify any contractor making any improvements to the Leased Premises of the provisions of this subsection 5(m). At LANDLORD's option, LANDLORD and TENANT shall record a short form memorandum of this Lease in the Public Records of Seminole County in which the Shopping Center is located, containing the language of this subsection, the name of LANDLORD, and the legal description of the leased lands. It is the intent of this language to comply with Section 713.10, Florida Statutes (2017), as this statute may be amended from time to time. TENANT shall use commercially reasonable efforts to cooperate with LANDLORD in removing any lien prohibited by this subsection. TENANT shall provide LANDLORD with copies of any notice of commencement related to any work performed at TENANT's direction on the Leased Premises within fifteen (15) days of the date that such notice has been recorded in the public records. Promptly upon completion of construction of each improvement or work performed at TENANT's direction by any third party contractor, TENANT shall also deliver to LANDLORD executed originals of the following documents: (i) a waiver and release of lien upon final payment in the form provided under Section 713.20(5), Florida Statutes (2017), as this statute may be amended from time to time, from each direct contractor and each other lienor who has given a notice to owner under Chapter 713, Florida Statutes (2017), as this statute may be amended from time to time; (ii) a contractor's final payment affidavit from each direct third party contractor in accordance with Section 713.06(3)(d), Florida Statutes 2017, as this statute may be amended from time to time; and (iii) a notice of termination in recordable form and in compliance with Section 713.132, Florida Statutes (2017), as this statute may be amended from time to time, with respect to any notice of commencement filed with respect to the Leased Premises.

Section 6. Maintenance.

(a) **TENANT's Obligations.** TENANT, at its sole expense, shall maintain and make all repairs to the interior of the Leased Premises and all improvements located in the Leased Premises necessary to preserve them in good order and condition, normal wear and tear excepted, including, but not limited to interior wall and floor surfaces, electrical wiring and conduits, plumbing, HVAC system (except as provided in Sections 4(b) above and 6(b) below), doors, windows and window casements, glazing, replacement and repair of Unit 1124 storefront (including plate glass), and drains and pipes. TENANT shall replace light bulbs and tubes in the Leased Premises. TENANT shall provide copies of HVAC maintenance records and contracts within five (5) business days of LANDLORD's request. TENANT shall not use or utilize the plumbing fixtures or systems installed in or serving the Leased Premises for any purpose other than for such purposes for which they are intended, and no substance other than substances intended to be disposed of in such plumbing may be deposited in it. TENANT shall bear the sole expense of correcting any violation of the immediately preceding sentence.

(b) **LANDLORD's Obligations.** LANDLORD is responsible for maintenance and repairs of the roof and exterior of the Leased Premises (excluding plate glass), except those repairs caused by TENANT's negligence or misuse of the Leased Premises. LANDLORD is responsible for replacement of the HVAC system if it becomes beyond repairable condition, except that TENANT is responsible for any replacement of the HVAC system caused by TENANT's negligence or misuse of the HVAC system, including, but not limited to, the failure of TENANT to replace filters at regular intervals or otherwise maintain the HVAC system as set forth in this Lease. LANDLORD is responsible for management and maintenance of the common areas of the Leased Premises.

Section 7. Utilities. TENANT shall promptly pay the cost of all utilities, janitorial services, and pest control services provided to the Leased Premises, including without limitation the cost of water, gas, heat, light, power, sewer charges, telephone service, and all other services and utilities supplied to the Leased Premises. LANDLORD shall ensure separate meters for electric, water, and sewer service are provided to TENANT. LANDLORD shall provide garbage collection service at no additional cost to TENANT. TENANT shall comply with LANDLORD's reasonable rules and regulations applicable to the collection and disposal of such garbage or trash. LANDLORD has no liability for any loss or damage occasioned by the interruption or failure in the supply of any utility services to the Leased Premises for any reason whatsoever. No interruption, termination, or cessation of utility services will relieve TENANT of any of its duties and obligations under this Lease, including, without limitation, its obligation to pay all rents when due.

Section 8. Signs. TENANT shall not place, construct, erect, affix, or attach any sign, billboard, advertising, placards, names, insignia, trademarks or other advertising material to the exterior of the Leased Premises without the prior written consent of LANDLORD as to the location, type, color, size, materials to be used, design, and substance of advertising material to be contained on such sign. Such consent is subject to the provisions of Section 29 below concerning consent. Anything to the contrary in this Lease notwithstanding, TENANT shall not affix any sign to the roof of the Shopping Center. TENANT may erect or place one sign on the front of the Leased Premises and another sign on the monument sign in front of the Shopping Center, at TENANT's own expense but with no additional payment from TENANT to LANDLORD, not later than the date TENANT opens for business, in accordance with a standard design to be prepared by LANDLORD and governmental codes and ordinances. TENANT shall keep and maintain all signs

that TENANT installs. TENANT is responsible for any expense or damage caused in removal of its sign at the end of the Lease.

Section 9. Assignment or Subletting.

(a) **Assignment by TENANT.** TENANT shall not assign this Lease or sublease all or any portion of the Leased Premises without the previous written consent of LANDLORD for each assignment or sublease. LANDLORD may grant or withhold consent to any assignment or sublease in its sole discretion. Notwithstanding any permitted assignment or sublease, TENANT shall remain fully liable on this Lease and will not be released from performing any of the terms, covenants, and conditions of this Lease. This prohibition includes any assignment or sublease that would otherwise occur by operation of law.

(b) **Assignment by LANDLORD.** LANDLORD may assign this Lease to any successor landlord. LANDLORD shall provide TENANT with a copy of such assignment and revised instructions for notices and payment within ten (10) business days of the assignment. In the event of any sale of the Leased Premises by LANDLORD or its successor in interest, LANDLORD or its successor in interest, as the case may be, will be entirely freed and relieved of all liability under any and all of its covenants and obligations in or derived from this Lease arising out of any act, occurrence, or omission occurring after the consummation of such sale, provided and to the extent the purchaser at such sale expressly assumes such liability. The purchaser at any such sale will be deemed to have assumed and agreed to carry out any and all of the covenants and obligations of LANDLORD under this Lease without any further agreement between the parties or their successors in interest or between the parties and any such purchaser.

Section 10. Subordination; Estoppel.

(a) This Lease and all of TENANT's rights under this Lease are and will remain subordinate to all existing mortgages, deeds of trust, security interests, and other rights of LANDLORD's creditors secured by the Leased Premises, as well as any such mortgages, deeds of trust, security interests, and other rights of LANDLORD's creditors that may subsequently be created. The provisions of this subsection are self-operative, but TENANT covenants and agrees that, upon request of LANDLORD, TENANT will subordinate its rights under this Lease in writing to the lien of any mortgage or deed of trust to any bank, insurance company, or other lending institution, now or subsequently in force against the Leased Premises.

(b) Within ten (10) business days after written request from LANDLORD, TENANT shall execute and deliver to LANDLORD an estoppel certificate acknowledging the following: (i) this lease is unmodified and in full force and effect (or if modified, the extent of such modifications); (ii) the dates, if any, to which rent payable under this Lease has been paid, including any advance payments intended as security under this Lease; (iii) no notice has been received by TENANT of any default that has not been cured, except as to defaults set forth in this certificate; (iv) the fact that no rights of first refusal or options to purchase have been exercised; (v) an acknowledgment that there are not, to TENANT's knowledge, any uncured defaults on the part of LANDLORD under this Lease, or specifying such defaults if any are claimed; and (vi) the dates of commencement and termination of the Lease Term.

(c) In the event any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under any mortgage or deed of trust made by LANDLORD covering the Leased Premises, TENANT shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as LANDLORD under this Lease, but all rights of TENANT under this lease will remain valid and effective against any such purchaser and successor LANDLORD.

Section 11. Condemnation or Eminent Domain.

(a) If at any time during the Lease Term, the whole or any part of the Leased Premises is taken for any public or quasi-public purpose by any lawful power or authority by exercise of the right of condemnation or eminent domain, LANDLORD will be entitled to and will receive any and all compensation for the Leased Premises that may be made in such proceeding. TENANT hereby assigns and transfers to LANDLORD any and all such compensation that may be made to TENANT, except for compensation for trade fixtures owned by TENANT.

(b) TENANT will not be entitled to any payment, except as otherwise provided in this Lease, based upon the value of the unexpired term of this Lease, consequential damages to the land not so taken, fixtures, or alterations to the Leased Premises or their use otherwise.

(c) If a condemnation or eminent domain proceeding results in the taking of the whole or substantially all of the Leased Premises, then this Lease and its Term will terminate and expire on the date of this taking, and the rent and other sums or charges provided in this Lease to be paid by TENANT will be apportioned and paid to the date of this taking. Thereafter, TENANT will have no further obligation to pay rent under this Lease.

(d) If a condemnation or eminent domain proceeding results in the taking of less than the whole or substantially all of the Leased Premises, then this Lease will continue in full force and effect, with a just and proportionate reduction of rent depending upon the extent of the taking.

(e) For the purposes of this Section, substantially all of the Leased Premises will be deemed to have been taken if the portion of the Leased Premises not taken does not constitute, or cannot be repaired or reconstructed so as to constitute, a structure and plot useful by TENANT as an entirety for the proper conduct of TENANT's activities, substantially as they existed prior to the taking.

(f) Notwithstanding the foregoing, if any part of the Shopping Center other than the Leased Premises is so taken or appropriated, LANDLORD will have the right, at its option, to terminate this Lease upon written notice to TENANT within sixty (60) calendar days of such taking or appropriation.

Section 12. Damages or Destruction.

(a) If the Leased Premises are partially damaged by any casualty insurable under the insurance policy provided by TENANT, LANDLORD shall repair the Leased Premises (except for improvements or alterations made by TENANT after the Effective Date, and for TENANT's trade fixtures and equipment), upon receipt, and to the extent, of the insurance proceeds, and the rent will be abated proportionately for the time and as to that portion of the Leased Premises rendered untenable. If that portion of the Leased Premises (a) by reason of such occurrence are rendered wholly untenable, (b) are damaged as a result of a risk which is not covered by insurance, or (c) are damaged to the extent that the cost to repair them would exceed thirty percent (30%) of the value of the Leased Premises at that time, then LANDLORD may either elect to repair the damage or may cancel this Lease by notice of cancellation within sixty (60) calendar days after this event. Upon such cancellation, TENANT shall vacate and surrender the Leased Premises to LANDLORD. In the event LANDLORD elects to repair any damage, any abatement of rent will end five (5) business days after notice by LANDLORD to TENANT that the Leased Premises have been repaired. If the damage is caused by the negligence of TENANT or its employees, agents, invitees, or concessionaires and is not covered by insurance, then there will be no abatement of rent.

(b) In the event that the damage to the Leased Premises may reasonably be expected to take longer than ninety (90) calendar days to repair, TENANT may terminate this Lease by notice

of termination served within thirty (30) calendar days after the date of this damage. Upon such notice, this Lease will terminate and TENANT shall vacate and surrender the Leased Premises to LANDLORD.

Section 13. Surrender of Leased Premises.

(a) Upon expiration of the Term or upon the earlier termination of this Lease, TENANT shall peaceably and quietly surrender and deliver the Leased Premises to LANDLORD in good order, condition, and repair, except for reasonable wear and tear and damage by fire or other casualty if the termination is pursuant to Section 12 above. The surrender of the Leased Premises under this subsection 13(a) must also be free and clear of liens and encumbrances.

(b) Upon surrender, or upon the expiration of the Term or earlier termination of this Lease, whichever occurs first, TENANT shall not remove any permanent improvements, installations, fixtures (except signs which can be removed by TENANT, as provided below), alterations, and additions, whether originally or subsequently placed in the Leased Premises by TENANT. Title to these items will and without further act of either party, vest in LANDLORD. If requested by LANDLORD, TENANT at its expense shall remove those items, as requested by LANDLORD, from the Leased Premises and promptly repair, at TENANT's expense, any resulting damage to the Leased Premises. TENANT shall remove such items and make such repairs within the last thirty (30) calendar days of the Term or immediately upon any earlier termination of this Lease. If TENANT does not timely remove the items following LANDLORD's request to do so under this subsection 13(b), LANDLORD may remove them for the account of TENANT, and TENANT shall promptly reimburse LANDLORD for the cost of the removal as Rent upon demand.

(c) All trade fixtures placed in the Leased Premises by TENANT, including but not limited to customer service counters, all personal property of TENANT, and all signs installed by TENANT are and will remain the property of TENANT. TENANT shall remove all such items upon the expiration of the Lease Term or earlier termination of this Lease, provided that TENANT is not then in default under this Lease. TENANT shall promptly repair any damage to the Leased Premises resulting from the removal at TENANT's expense.

(d) At the option of LANDLORD, any trade fixtures, personal property, or signs not removed by TENANT under this Section 13 on or before the expiration of the Lease Term or earlier termination of this Lease will become the property of LANDLORD. If LANDLORD elects such option, then title to these items will automatically vest in LANDLORD without further action of either party. Notwithstanding the foregoing, should LANDLORD elect to remove such trade fixtures, personal property, or signs, it may do so for the account of TENANT, and TENANT shall promptly reimburse LANDLORD for the cost of the removal as Rent upon demand.

(e) The provisions of this Section 13 will survive expiration or termination of this Lease.

Section 14. Termination and Default.

(a) Notwithstanding any other provision of this Lease, either party has the right to terminate this Lease for convenience upon at least ninety (90) calendar days prior written notice to the other party (the "Early Termination Date"). Notwithstanding any such election to terminate, each party shall continue to pay all sums and perform all obligations on its respective part to be paid and performed under this Lease for the period up to the Early Termination Date, and TENANT shall surrender the Leased Premises as required under Section 13. Each party may continue to enforce against the other all rights and remedies relating to sums to be paid and obligations to be performed by the other party for the period up to the Early Termination Date. Notwithstanding any such termination of this Lease, each party will remain entitled to collect such sums and enforce such obligations as may relate to the period prior to the effective date of and such termination. TENANT's exercise of the right to early termination under this subsection does not constitute an Event of Default as described below.

(b) Any one or more of the following events constitutes an "Event of Default" by TENANT under this Lease:

(1) TENANT fails to pay any monthly installment of Rent or any other sum required under this Lease on or before the date due, provided the failure is not cured within fifteen (15) business days of receipt of written notice of the default from LANDLORD.

(2) TENANT fails to perform any obligation required under this Lease other than a default involving the payment of Rent or other sum as provided above, which failure is not cured within thirty (30) calendar days of receipt of written notice of such default by LANDLORD. If such obligation is of such a nature that it could not reasonably be performed within thirty (30) calendar days, such thirty (30) day period will be extended for a reasonable period if TENANT

institutes performance within such thirty (30) day period and thereafter diligently and continuously pursues performance to cure the default to completion.

(3) TENANT or someone on TENANT's behalf files any bankruptcy, assignment for the benefit of creditors, or appointment of receiver, unless any such bankruptcy, assignment, or appointment is dismissed or vacated within thirty (30) calendar days from the date of such filing.

(4) The vacating or abandonment of the Leased Premises by TENANT.

(c) Upon occurrence of an Event of Default on the part of TENANT under this Lease, LANDLORD may institute legal proceedings against TENANT for any combination of the following remedies:

(1) The proceeding may be to collect payment of any sums owed by TENANT under this Lease.

(2) The proceeding may be to compel performance of any obligation required to be performed by TENANT under this Lease including, where appropriate, actions for specific performance, injunctive relief or both.

(3) The proceeding may be to terminate TENANT's right of possession under this Lease and re-take the Leased Premises without terminating the Lease.

(4) The proceeding may be to terminate this Lease and exercise any and all other remedies as may be available at law or in equity, which remedies will be non-exclusive in nature.

(d) If LANDLORD prevails in enforcing its rights under this Lease, LANDLORD will be entitled to recover from TENANT any reasonable costs and expenses incurred by LANDLORD

by reason of TENANT's default including, without limitation, court costs, and reasonable attorneys' fees, in enforcing any of LANDLORD's rights and remedies under this Lease.

(e) No re-entry or re-taking of possession of the Leased Premises by LANDLORD may be construed as an election on LANDLORD's part to terminate TENANT's liability under this Lease, unless LANDLORD provides a written notice of such intention to TENANT. LANDLORD's acceptance of payments after an Event of Default on the part of TENANT has occurred may not be construed as a waiver of the Event of Default by LANDLORD. Forbearance by LANDLORD to enforce any remedy under this Lease may not be deemed a waiver of any other violation, default, or remedy.

(f) Each party shall use reasonable efforts to mitigate any damage accruing as a result of a default by that respective party.

(g) Any one or more of the following constitutes an "Event of Default" on the part of LANDLORD:

(1) LANDLORD fails to pay any sum or perform any obligation required under this Lease, which failure is not cured within thirty (30) calendar days of receipt of written notice of such default by TENANT. However, if any such obligation is of such a nature that it could not reasonably be performed within thirty (30) calendar days, such thirty (30) day period will be extended a reasonable period if LANDLORD institutes performance promptly upon receipt of this notice and thereafter diligently and continuously pursues performance.

(h) Upon occurrence of an Event of Default on the part of LANDLORD under this Lease, TENANT may institute legal proceedings against LANDLORD, which may include any combination of the following:

(1) The proceeding may be to collect payment of any sums owed by LANDLORD under this Lease.

(2) The proceeding may be to compel performance of any obligation required to be performed by LANDLORD under this Lease including, where appropriate, actions for specific performance, injunctive relief or both.

(3) The proceeding may be to terminate this Lease and exercise any and all other remedies as may be available at law or in equity, which remedies are non-exclusive in nature.

(i) If TENANT prevails in enforcing its rights under this Lease, TENANT will be entitled to recover from LANDLORD any reasonable costs and expenses incurred by TENANT including, without limitation, court costs and reasonable attorneys' fees, in enforcing any of TENANT's rights and remedies under this Lease.

(j) Forbearance by TENANT to enforce any remedy under this Lease may not be deemed a waiver of any other violation, default or remedy.

Section 15. Inspection. Notwithstanding any other provision of this Lease, LANDLORD acknowledges that TENANT will maintain confidential documents and information in the Leased Premises to which LANDLORD and other parties cannot have access except as permitted by law. In all inspections conducted by LANDLORD of the Leased Premises, LANDLORD shall cooperate fully with TENANT in regard to TENANT carrying out its obligation to ensure that all of TENANT's confidential documents and information are kept secure. Subject to the foregoing provisions of this Section 15, TENANT shall permit LANDLORD, its agents, employees, and contractors, to enter all rooms of the Leased Premises as reasonably necessary to inspect them, to submit the Leased Premises to prospective purchasers or tenants, and to repair the Leased Premises and any portion of the Shopping Center of which the Leased

Premises are a part. TENANT has the right to supervise all such inspections. Except for emergencies, LANDLORD shall provide TENANT at least twenty-four (24) hours written notice prior to any inspections. LANDLORD may have immediate access to the Leased Premises in case of an emergency. LANDLORD shall notify TENANT as soon as possible after any such emergency entry. TENANT shall provide LANDLORD with keys to all rooms within the Leased Premises, but not to any locked cabinets. TENANT waives any claim for damages or for any injury or inconvenience with TENANT's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned by any such inspection, except to the extent such damage or injury was a result of LANDLORD's gross negligence or intentional misconduct.

Section 16. Surrender and Holding Over.

(a) TENANT, upon expiration or termination of this Lease Agreement, whether by lapse of time or otherwise, shall peaceably surrender the Leased Premises to LANDLORD. If TENANT fails to surrender the Leased Premises upon demand, LANDLORD, in addition to all other remedies available to it under this Lease, will have the right to receive, as liquidated damages for all the time that TENANT so retains possession of the Leased Premises or any part or portion of them, an amount equal to twice, i.e., two hundred percent (200%) of the minimum Base Rent.

(b) If TENANT remains in possession of the Leased Premises with LANDLORD's consent but without a new lease reduced to writing and duly executed, TENANT will be deemed to be occupying the Leased Premises as a tenant at sufferance from month to month, subject otherwise to all terms, provisions, covenants, agreements, undertakings, and conditions of this Lease Agreement.

Section 17. Nonwaiver. The failure of either party to insist upon strict performance of any of the terms, conditions, covenants, and stipulations of this Lease, or to exercise any option in

this Lease conferred in any one or more instances may not be construed as a waiver or relinquishment of any such terms, conditions, covenants, stipulations, and options, but they will remain in full force and effect.

Section 18. Governing Law. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Lease. Seminole County is the sole venue for any legal action in connection with this Lease.

Section 19. Severability. If any provision of this Lease or the application of this Lease to any person or circumstance is held invalid, it is the intent of the parties that the invalidity does not affect other provisions or applications of this Lease that can be given effect without the invalid provision or application, and to this end the provisions of this Lease are declared severable.

Section 20. Successors. This Lease and the covenants and conditions contained in this Lease inure to the benefit of and are binding upon LANDLORD, its successors and assigns, and are binding upon TENANT, its permitted successors and assigns, and inure to the benefit of TENANT and only such assigns of TENANT as approved by LANDLORD.

Section 21. Entire Agreement. This Lease contains the entire agreement of the parties, both written and oral, and may not be amended, altered, or otherwise modified except in writing signed by the parties.

Section 22. Further Assurances. The parties shall execute any and all other and further documents reasonably necessary in order to ratify, confirm, and effectuate the intent and purposes of this Lease.

Section 23. Radon Gas Disclosure. Pursuant to Section 404.056, Florida Statutes (2017), as this statute may be amended from time to time, the following notice is hereby given to the undersigned TENANT.

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 building in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

The undersigned TENANT hereby acknowledges that it has read this notice prior to the execution of this Lease Agreement.

Section 24. Authority. TENANT hereby covenants and warrants that (i) TENANT is a duly authorized and existing political subdivision of the State of Florida; (ii) TENANT is qualified to do business in the State of Florida; (iii) TENANT has full right and authority to enter into this Lease; (iv) each of the persons executing this Lease on behalf of TENANT is authorized to do so; and (v) this Lease constitutes a valid and legally binding obligation on TENANT, enforceable in accordance with its terms. The person executing this Lease on behalf of LANDLORD represents: (a) he or she holds the office of LANDLORD as set forth in the signature block for LANDLORD below; (b) this Lease has been reviewed and duly approved for binding execution with all the formalities required by law; and (c) LANDLORD has likewise authorized the undersigned to bind LANDLORD to the terms and conditions contained in this Lease.

Section 25. Insurance.

(a) During the term of this Lease, TENANT, at TENANT's expense, shall obtain and keep in force a policy of Commercial General Liability insuring LANDLORD and TENANT against any liability arising out of TENANT's use or occupancy of the Leased Premises, TENANT's maintenance obligation for the Leased Premises, and TENANT's improvements to the Leased Premises. This insurance must be in the amount of \$2,000,000 per occurrence, including coverage for bodily injury and property damage. This insurance must further insure LANDLORD and TENANT against liability for property damage related to the Leased Premises

in the amount of \$250,000.00 per occurrence. TENANT's required insurance under this Lease must be from companies rated A- or better in "Best's Key Rating Guide" with a Financial Size Category of VII or better. LANDLORD's insurance interests under this Section will be satisfied by being named "Additional Insured" under TENANT's applicable policies. Prior to taking possession of the Leased Premises, TENANT shall deliver a Certificate of Insurance on a current ACCORD form to LANDLORD evidencing the existence and amounts of such insurance. At the written request of LANDLORD, TENANT shall provide copies of all applicable insurance policies. The Certificate of Insurance must provide that LANDLORD will be provided not less than thirty (30) days written notice prior to the cancellation or non-renewal, by policy endorsement or by a method acceptable to LANDLORD. Until such time as the insurance is no longer required to be maintained by TENANT, TENANT shall provide LANDLORD with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided. All such policies must be written as primary policies not contributing with and not in excess of coverage that LANDLORD may carry.

(b) TENANT, at TENANT's expense, shall obtain and keep in force during the term of this Lease a policy of personal property insurance covering TENANT's personal property located on the Leased Premises.

(c) During the term of this Lease, LANDLORD, at LANDLORD's expense, shall obtain and keep in force a policy of Commercial General Liability insuring LANDLORD and TENANT against any liability arising out of the common area of the Shopping Center, that is the area of the Shopping Center other than the Leased Premises occupied by TENANT and the other tenants. This insurance must be in the amount of \$2,000,000 per occurrence including coverage for bodily injury and property damage. This insurance must further insure LANDLORD and

TENANT against liability for property damage in the amount of \$250,000.00 per occurrence. LANDLORD's required insurance under this Lease must be from companies rated A- or better in "Best's Key Rating Guide" with a Financial Size Category of VII or better. TENANT's insurance interests under this Section will be satisfied by being named "Additional Insured" under LANDLORD's applicable policies. Upon request, LANDLORD shall promptly deliver a Certificate of Insurance on a current ACCORD form to TENANT evidencing the existence and amounts of such insurance. At the written request of TENANT, LANDLORD shall provide copies of all applicable insurance policies. The Certificate of Insurance must provide that TENANT will be provided not less than thirty (30) days written notice prior to the cancellation or non-renewal, by policy endorsement, or by a method acceptable to TENANT. Until such time as the insurance is no longer required to be maintained by LANDLORD under this Lease, LANDLORD shall provide TENANT with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided. All such policies must be written as primary policies not contributing with and not in excess of coverage that TENANT may carry.

Section 26. Liability and Hold Harmless Agreements.

(a) TENANT shall indemnify and hold LANDLORD harmless against and from any and all losses, liabilities, claims, damages, and expenses (including without limitation reasonable attorneys' fees and costs) (in this subsection collectively "Losses") arising from TENANT's use of the Leased Premises, from TENANT's conduct of its business or from any activity, work, TENANT's maintenance of or improvements to the Leased Premises, any other things done or permitted by TENANT in the Leased Premises, any act or negligence of TENANT or its officers, agents, or employees, and from all costs, attorney's fees, losses, and liabilities incurred in the defense of any such claim or any action or proceeding brought on such claim, excluding any Losses arising solely from the gross negligence or intentional misconduct of LANDLORD. Notwithstanding the foregoing, any liability under this Section 26 as to TENANT may not exceed the limits set forth in Section 768.28, Florida Statutes (2017), as this statute may be amended from time to time. TENANT shall give prompt notice to LANDLORD in case of casualty or accidents in the Leased Premises.

(b) LANDLORD shall indemnify and hold TENANT harmless against and from any and all losses, liabilities, claims, damages, and expenses (including without limitation reasonable attorneys' fees and costs) (in this subsection collectively "Losses") arising from the use or condition of the common area of the Shopping Center and from all costs, attorney's fees, losses, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought on such claim, excluding any losses arising solely from the gross negligence or intentional misconduct of TENANT. LANDLORD shall give prompt notice to TENANT in case of casualty or accidents in the common area of the Shopping Center.

(c) Subject to LANDLORD's obligations set forth in Section 6(b) above, LANDLORD and its agents are not liable for any loss or damage to TENANT resulting from: (i) fire, explosion, falling plaster, steam, gas, electricity, water, or rain that may leak from any part of the Shopping Center; (ii) LANDLORD's pipes, appliances, or plumbing works; or (iii) the street, subsurface, or any other place resulting from dampness or any other cause whatsoever. However, LANDLORD is liable to TENANT for all matters described in this Section 26(c) if caused by or due to the gross negligence or intentional misconduct of LANDLORD, its agents, servants, or employees. LANDLORD and its agents are not liable for interference with the light, air, or for any latent defect in the Leased Premises.

Section 27. Attorney's Fees. In the event either party files a lawsuit or legal proceeding over the terms of this Agreement that results in litigation, the prevailing party will be entitled to recover from the other party all costs of such litigation, including reasonable attorney's fees incurred at the trial and appellate levels.

Section 28. Conflict of Interest.

(a) The parties shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the other party or that would violate or cause third parties to violate the provisions of Part III, Chapter 112, Florida Statutes (2017), as this statute may be amended from time to time, relating to ethics in government.

(b) Each party hereby certifies that no officer, agent, or employee of that party has any material interest (as defined in Section 112.312(15), Florida Statutes (2017), as this statute may be amended from time to time, as over 5%) either directly or indirectly, in the business of the other party to be conducted here, and that no such person will have any such interest at any time during the term of this Agreement.

(c) Each party has the continuing duty to report to the other party any information that indicates a possible violation of this Section.

Section 29. Consent. In all instances where consent or approval of either party is required pursuant to the terms of this Lease, such party shall not unreasonably withhold, condition, delay, or deny such consent or approval.

Section 30. Notice. Any notice delivered with respect to this Agreement must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand-delivered to the persons designated below, (ii) when deposited with Federal Express or UPS, or (iii) when deposited in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the party as set forth below, or such other address or to such other person as the party may have specified by written notice to the other party delivered according to this Section:

As to LANDLORD:

Rec I/Brantley Hall Limited Partnership
3333 S. Orange Avenue, Suite 201
Orlando, FL 32806
Attn: Bruce D. Lyons

As to TENANT:

Public Works Department
Facilities Management Division
205 West County Home Road
Sanford, FL 32773

Section 31. Quiet Enjoyment. LANDLORD covenants that so long as TENANT pays the rent and any additional amounts due and performs TENANT's obligations under this Lease, TENANT is entitled to peaceful and quiet possession and enjoyment of the Leased Premises for the Lease term, subject to the Lease provisions.

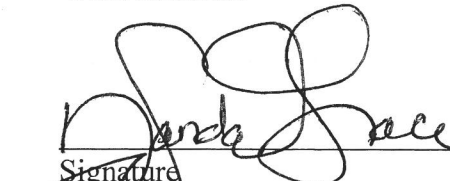
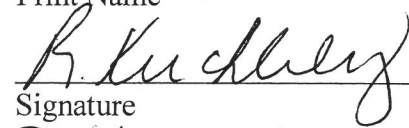
Section 32. Headings and Captions. All headings and captions contained in this Lease are provided for convenience only, do not constitute a part of this Lease, and may not be used to define, describe, interpret, or construe any provision of this Lease.

Section 33. Effective Date. The Effective Date of this Lease will be November 1, 2017.

Section 34. WAIVER OF JURY TRIAL. In the interest of obtaining a speedier and less costly hearing of any dispute, LANDLORD and TENANT hereby expressly waive trial by jury in any action, proceeding, or counterclaim brought by either party against the other and any rights to a trial by jury under any statute, rule of law, or public policy in connection with any matter whatsoever arising out of or in any way relating to this Lease.

IN WITNESS WHEREOF, the parties have made and executed this Lease for the purposes stated above.

WITNESSES:


Signature
Wanda Grace
Print Name

Signature
R. Kirchberg
Print Name

REC I/BRANTLEY HALL LIMITED
PARTNERSHIP
a Delaware Limited Partnership

By: REC I CORP., a foreign corporation
its General Partner

By: 
BRUCE D. LYONS, VICE-PRESIDENT

Date: 10/24/17

[Signatory page continues on Page 32.]

ATTEST:

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

For the use and reliance of
Seminole County only.

Approved as to form and
legal sufficiency.

David F. Shield
County Attorney

DGS/dre

10/24/17

Attachment:

Exhibit "A" -- Description of Leased Premises

Exhibit "B" -- Prohibited Uses and Exclusive Uses

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BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:

Brenda Carey
BRENDA CAREY, Vice Chairman

Date:

11-01-17

As authorized for execution by the Board of
County Commissioners at its October 24, 2017,
regular meeting.

EXHIBIT "A"
Description of Leased Premises

Unit 1124, comprising a portion of the building located on the real property described as follows:

The East 1/2 of the Northeast 1/4 of the Northeast 1/4 of the Northwest 1/4 of Section 9,
Township 21 South, Range 29 East (Less the East 50 feet and the North 25 feet for road),
Seminole County

EXHIBIT "A" – continued
Site Plan

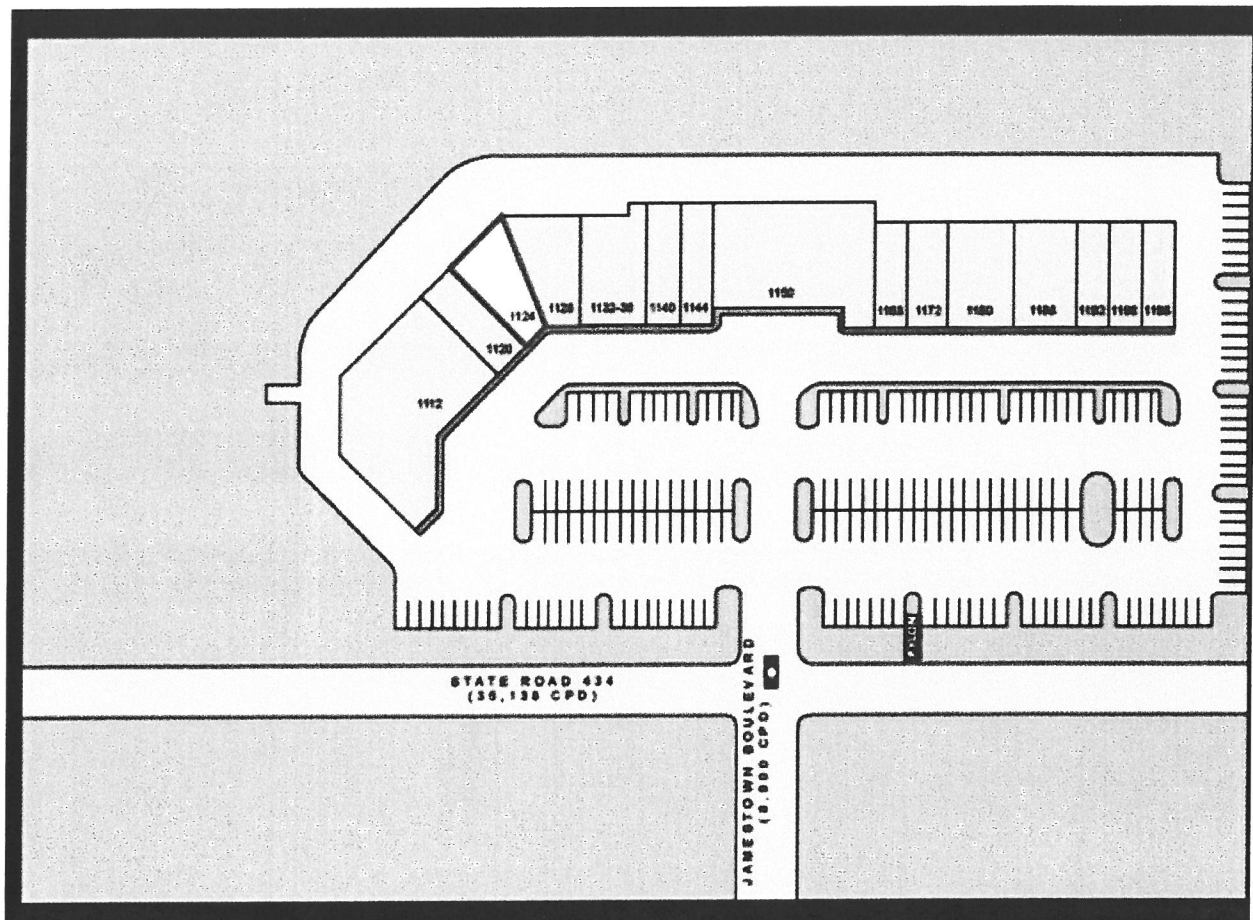


EXHIBIT "B"

PROHIBITED USES AND EXCLUSIVE USES

PROHIBITED USES

No portion of the Leased Premises may be operated, in whole or in part as:

A sales office or showroom for automobiles or other vehicles or boats;
A funeral parlor or other death industry related business;
A massage parlor or "strip" club or establishment featuring nude or seminude live entertainment (but excluding Massage Envy and similar concepts);
A discotheque, dance studio or dance hall;
A bingo hall, gambling casino or establishment;
A skating rink;
An off-track betting establishment;
An adult book or adult video store or peep show (live or otherwise) or store selling or exhibiting pornographic materials or exhibiting or offering x rated, not rated and/or "adult only" inventory for display, sale or rental;
A so-called "flea market", "second hand", "used goods" or "surplus" store (but excluding professionally operated consignment shop or similar concept);
A gun range or gun shop or other establishment selling firearms or ammunition;
A junkyard or stockyard;
A central laundry or an on-site dry cleaning plant or facility;
A store selling drug or "head shop" paraphernalia (as opposed to a typical drug store such as CVS or Walgreens);
A facility offering tattoo or body piercing (other than ear);
A warehouse or storage facility ("mini," "self," or otherwise);
An industrial or manufacturing facility;
A fireworks store; and
Any business or use that emits offensive odors, fumes, dust or vapors, is a public or private nuisance, emits loud noise or sounds that are objectionable, creates fire, explosive or other hazard, or creates risk of environmental damage.

EXCLUSIVE USES AS SET FORTH IN LANDLORD'S LEASES WITH OTHER TENANTS

B&L Books

"So long as TENANT is not in default of any term or condition of the Lease Agreement, LANDLORD agrees not to permit any other bookstore (except comic book stores), as long as they do not sell graphic novels, at the shopping center during the term of this Lease."

Delightful Treats

"Provided the TENANT is not in default of any terms or provisions of this Lease, the LANDLORD agrees not to enter into a lease with any TENANT whose primary business directly competes with TENANT's business which exceeds more than 10% of sales of baked goods at the Shopping Center grants to TENANT the exclusive right of a bakery business within the Shopping Center and agrees not to lease to any other bakery use within the Shopping Center."

Edward Jones

"Lessee shall use said Premises for general office space in connection with investment brokerage, insurance sales and related financial services and Lessee shall be the only new business in the Building to engage in investment brokerage, insurance sales and related financial services. TENANT recognizes this provision does not include any TENANT that is currently operating in the Shopping Center or any TENANT over 9,000 sq. ft."

Peter Glenn

"Exclusive to sell mens', womens', and childrens' ski clothing, accessories and equipment and tennis, golf and in-line skating equipment and clothing and associated products in the shopping center and any enlargement thereof"

Outback

ARTICLE 20 - EXCLUSIVE RESTAURANT

LANDLORD consents and agrees that it will not permit any other TENANT to operate a full service restaurant, bar or lounge, or any other food service facility in excess of 3,000 square feet and/or owning a 4-C.O.P. liquor license in any portion of the Shopping Center or in any out-parcel. TENANT acknowledges the existence of a submarine sandwich shop in the Shopping Center and agrees that it shall not constitute a violation of this Article.

Lady Jane's

"LANDLORD covenants, warrants and represents that from and after the Commencement Date of this Lease and during the Term, LANDLORD shall not lease, rent, occupy, use or permit to be occupied or used by any person or entity other than TENANT, any part of the Shopping Center owned by LANDLORD, where the primary use is a barber shop, or salon, for men. The term "primary use" used herein shall mean over twenty percent (20 %) of its sales results from such use, and shall specifically include a "Sports Clips," "Great Clips," "Fantastic Sam's," "BoRics," and "Hair Cuttery."