

**LEASE**

BETWEEN:

LANDLORD:

JLJI PC, LLC

and

TENANT:

CHARLOTTE COUNTY UTILITIES

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THIS LEASE made effective this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between **JLJI PC, LLC**, a Delaware limited liability company (herein called "Landlord") and Charlotte County Utilities (herein called "Tenant").

#### ARTICLE 1: INTRODUCTORY PROVISIONS

Section 1.01: FUNDAMENTAL LEASE PROVISIONS. Certain fundamental provisions are presented in this Section ("Fundamental Lease Provisions") in summary form to facilitate convenient reference by the parties hereto. In the event of any conflict between the contents of Article 1 and the remaining provisions of this Lease, the Lease provisions shall govern.

- A. Building: The building owned by Landlord at Promenades Shopping Center, Port Charlotte, FL, as shown on Exhibit A. (herein called the "Building"). [See Exhibit A attached hereto for Site Plan of Premises].
- B. Tenant's Trade Name: [See Section 6.01]
- C. Term: **Three Years (October 1, 2025 to September 30, 2028)**
- D. Possession Date: October 1, 2025
- E. Commencement Date: **October 1, 2025** Rent Commencement Date : October 1, 2025
- F. Tenant Space Numbers: Space 505
- G. Square footage and Minimum Rent of Demised Premises:  
Square Footage: approximately **15,000**.

LEASE YEAR	PSF	MONTHLY MINIMUM RENT*	ANNUAL MINIMUM RENT*
Yr 1	\$23.00	\$28,750.00	\$345,000.00
Yr 2	\$23.69	\$29,612.50	\$355,350.00
Yr 3	\$24.40	\$30,500.00	\$366,000.00

\* Plus, sales tax only if the tax exempt status for the Tenant is eliminated.

Minimum Rent (as defined in Section 4.02) is based upon the ground floor of the Premises containing **15,000** square feet (measured to the outside surface of exterior walls and to the center of interior demising walls).

H. Percentage Rent: Intentionally Omitted

I. Lease Year Break Point: Intentionally Omitted

J. Tenant's Proportionate Share: 6.64% (See Section 5.01 (a) (i)).

K. Use: **General office**

L. Security Deposit: [Intentionally Omitted]

M. Address for Rental Payments: To be provided by Landlord.

N. Landlord's Legal Notice

Address: [See Section 21.03]

1835 E. Hallandale Beach Blvd., Suite 834, Hallandale Beach, FL 33009

O. Tenant's Legal Notice:

{See Section 21.03}

Section 1.02: REFERENCES AND CONFLICTS. References appearing in Section 1.01 are to designate some of the other places in this Lease where additional provisions applicable to the particular Fundamental Lease Provisions appear. Each reference in this Lease to any of the Fundamental Lease Provisions contained in Section 1.01 shall be construed to incorporate all of the terms provided for under such provisions, and such provisions shall be read in conjunction with all other provisions of this

Lease applicable thereto. If there is any conflict between any of the Fundamental Lease Provisions set forth in Section 1.01 and any other provision of this Lease, the latter shall control.

Section 1.03: EXHIBITS. The following drawings and special provisions are attached hereto as exhibits and hereby made a part of this Lease.

(a) EXHIBIT A – Site Plan of Building and Premises

## ARTICLE 2: PREMISES

Section 2.01: LEASE OF PREMISES. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord the "Premises" (as defined in Section 2.02 below), for the term, at the rental, and upon the covenants and conditions herein set forth. To the best of Landlord's knowledge, no liens, encumbrances, zoning ordinances, or restrictive covenants prohibit or prevent the use of the Premises permitted under this Lease or reduce Tenant's rights or increase its obligations under this Lease.

Section 2.02: PREMISES DEFINED. The term "Premises" means the space situated in the Building and in the location marked on Exhibit A, and shall consist of the space within the walls, structural floor and the bottom of the ceiling of the Premises. Tenant shall not construct any mezzanines (including stock mezzanines), without Landlord's written consent, which may not be unreasonably withheld or delayed.

Section 2.03: LANDLORD'S DELIVERY OF PREMISES. Tenant shall accept the Premises in "AS IS" condition with no Landlord work required except for Landlord installation of new HVAC system.

## ARTICLE 3: TERM

Section 3.01: TERM OF THIS LEASE. The "Term of this Lease", (sometimes herein called the "Term") shall mean the period starting on the Rent Commencement Date (as defined in Section 4.03 below) and continuing for the number of Lease Years set forth in Section 1.01(C). The first lease year means the period beginning on the Rent Commencement Date and ending on the last day of the twelfth full calendar month thereafter. "Lease Year" means each successive twelve (12) month period after the first Lease Year occurring during the Term.

## ARTICLE 4: RENT / SECURITY DEPOSIT

Section 4.01: TENANT'S AGREEMENT TO PAY RENT. Tenant hereby agrees to pay Minimum Rent (as defined in Section 4.02 below), and Additional Rent (as defined in Section 5.01 below). The term "Rent" includes the Minimum Rent, and Additional Rent.

Section 4.02: MINIMUM RENT. The minimum amount of rent Tenant shall pay Landlord for each Lease Year is the amount set forth in Section 1.01(H) (herein called "Minimum Rent"). The Minimum



Rent for each Lease Year shall be payable in twelve (12) equal monthly installments, without sales tax, as Tenant is a political subdivision of the State of Florida and exempt under applicable law. No such tax shall be due unless mandated by a change in law, in advance on the first day of each calendar month. The first full monthly payment of Minimum Rent shall consist of the Minimum Rent of \$28,750.00. Tenant shall pay the first months' Rent (\$28,750.00) due hereunder upon execution of this Lease.

Section 4.03: RENT COMMENCEMENT DATE. As used in this Lease, the term "Rent Commencement Date" shall be October 1, 2025.

Section 4.04: PAYMENT BY TENANT. Tenant shall pay, as Rent, all sums of money or charges of whatsoever nature required to be paid by Tenant to Landlord pursuant to this Lease, whether or not the same is designated as "Rent".

Section 4.05: WHERE RENT PAYABLE AND TO WHOM; NO DEDUCTION. Rent payable by Tenant under this Lease shall be paid when due without prior demand therefore (except where such prior demand is expressly provided for in this Lease), without any deduction, setoff or counter claims whatsoever(except as otherwise provided herein), to Landlord at the address set out in Section 1.01(N) or to such payee and at such address as may be designated by Landlord to Tenant in writing. If any payment of Rent or other charges due hereunder is not made within five (5) calendar days after its due date, such payment shall bear interest at the Default Rate until paid.

Section 4.06: Rent Past Due. In the event any installment of Rent shall become overdue, Tenant shall pay interest on the delinquent amount in accordance with §55.03, Fla. Stat., or the Florida Prompt Payment Act, whichever applies. No additional late charge, penalty interest, or administrative fee shall apply.

Section 4.07: [Intentionally Omitted]

## ARTICLE 5: TAXES

Section 5.01: ADDITIONAL RENT.

(a) In addition to the Minimum Rent in Article 4 above, and commencing on October 1, 2025, Tenant shall pay to Landlord "Additional Rent", which is an amount equal to "Tenant's Proportionate Share" of lawfully imposed taxes directly attributable to Tenant's occupancy of the Premises, if any, the rate in effect for the Base Year 2025, as hereinafter defined:

(i) "Tenant's Proportionate Share" shall be the percentage set forth in Section 1.01(K) hereof.

(ii) "Taxes" shall mean only those taxes or charges lawfully imposed on Tenant as a political subdivision of the State of Florida in connection with its occupancy of the Premises. "Taxes" shall not include ad valorem real estate taxes, assessments, or other charges attributable to Landlord's

ownership of the Building or land, nor any franchise, transfer, income, or profit taxes imposed upon Landlord. Substitutes therefore shall be interpreted accordingly.

Section 5.02: RENT TAX. Together with each payment of Rent, Tenant shall pay all sales taxes and/or any other taxes charges and/or impositions in the nature of sales taxes assessed by any governmental authority thereon and any other charges collected by Landlord from Tenant thereunder. Should any governmental taxing authority acting under any present or future law, ordinance, or regulation, levy, assess, or impose a tax, excise or assessment (other than an income or franchise tax) upon or against the Rent, or any part of it, Tenant shall pay such tax, excise and/or assessment when due, on demand reimburse Landlord for the amount thereof, as the case may be.

Section 5.03: TENANT'S BUSINESS TAXES. Tenant shall pay when due all taxes, assessments, license fees and public charges levied, assessed or imposed directly against Tenant by any taxing authority upon its business operation, as well as upon its leasehold interest, trade fixtures, furnishings, equipment, leasehold improvements, alteration, changes and additions made by Tenant, merchandise and personal property of any kind owned, installed or used by Tenant in, on or upon the Premises.

## ARTICLE 6: USE OF PREMISES

Section 6.01: SOLE USE AND TRADE NAME. Tenant shall use the Premises for the purpose specified in Section 1.01(K) and for no other purpose whatsoever and shall conduct its business in the Premises solely under the trade name specified in Section 1.01(B). If Tenant wishes to conduct its business in the Premises under any other trade name, Tenant shall obtain the prior written consent of Landlord.

Section 6.02: TENANT'S OPERATION. Tenant shall operate its business at the Premises in a respectable, reputable, tasteful, competent and dignified manner in order to enhance the image of the area surrounding the Premises as a whole and its reputation as a desirable place to shop. The foregoing description is not intended by Landlord and will not be enforced to affect the retail selling price of Tenant's merchandise or services. Tenant further covenants with Landlord as follows:

(a) Tenant shall not at any time throughout the term of this Lease abandon, leave vacant or desert the Premises;

(b) Intentionally Omitted

(c) From and after the Opening Date, Tenant shall continuously and without interruption, in good faith, actively use, occupy and operate the entire Premises, with a staff of personnel adequate, sufficient and appropriate to operate the Premises in accordance with the standards contained in this Section 6.02;

(d) Intentionally Omitted

(e) Tenant shall have completed Tenant's Work and shall have provided Landlord with written evidence of payment of same in the form of paid bills, paid invoices and final lien waivers and complete lien releases from all parties who have filed notice to Landlord, as required by law, by no later than thirty (30) days after the Opening Date;

(f) Tenant will not conduct or permit to be conducted any auction, fire, bankruptcy or going out of business sales;

(g) Tenant will not use or permit the use of any apparatus for sound reproduction or transmission or of any musical instrument in such manner that the sounds so reproduced, transmitted or produced shall be audible beyond the interior of the Premises;

(h) Tenant will keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the confines of the Premises; will not cause or permit strong, unusual, offensive or objectionable noises, odors, fumes, dust or vapors to emanate or be dispelled from the Premises nor burn trash or store or permit accumulations of any trash, garbage, rubbish or other refuse outside of the Premises except in compactors or other receptacles, if any, provided by Landlord;

(i) Tenant will not paint or decorate any part of the exterior of the Premises, or change the architectural treatment thereof;

(j) Tenant will keep the inside and outside of all glass in the doors and windows of the Premises clean; Tenant will also sweep and clean the sidewalks between the storefront to the street curb between Tenant's lease lines (from demising wall to demising wall), will maintain the Premises at its own expense, except to the extent the responsibility of Landlord pursuant to this Lease, in a clean, orderly and sanitary condition and free of insect, rodents, vermin and other pests; and will keep refuse in proper containers on the interior of the Premises until removed from the Premises;

(k) Tenant will comply with all applicable governmental laws, rules, regulations, orders and guidelines, and all requirements of any public or private agency having authority over insurance rates with respect to the use of occupancy of the Premises by Tenant, and will not use or permit the use of any portion of the Premises for any unlawful or unpermitted purpose and will obtain all and maintain all licenses and permits required for its permitted use;

(l) Tenant will comply with and observe the reasonable rules and regulations promulgated by Landlord, provided the rules and regulations are uniformly enforced against all tenants of the Building and do not increase Tenant's financial obligations under this Lease or decrease Tenant's rights under this Lease. There are no rules or regulations relating to the Premises or the Building in effect as of the date hereof except as set forth in this Lease. No rules or regulations shall apply to Tenant unless attached hereto as an Exhibit, and no rules or regulations shall materially increase Tenant's obligations or costs.

(m) Tenant will not use the sidewalks adjacent to the Premises, or any other space outside of the Premises, for the sale or display of any merchandise or for other business, occupation or undertaking

without the express written consent of Landlord, which may be given or withheld in Landlord's reasonable discretion;

Section 6.03: SIGNS, AWNINGS AND CANOPIES. Tenant hereby agrees that it will not place or suffer to be placed or maintained on any exterior door, wall, window of the Premises, any signs, awning or canopy, or advertising matter on the glass of any window or door of the Premises without first obtaining Landlord's written approval and consent. Tenant further agrees to maintain any such sign, awning, canopy, decoration, lettering, advertising matter or other thing as may be approved or provided by Landlord in good condition and repair at all times. Tenant shall be entitled to use of a space on the pylon sign at the Harbor Blvd. pylon and will install such signage at its expense.

Section 6.04: EFFECT ON LANDLORD'S INSURANCE. Tenant shall not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the Premises which will contravene Landlord's policies insuring against loss or damage by fire or other hazards, or which will prevent Landlord from procuring such policies in companies acceptable to Landlord, or which will cause an increase in the insurance rates upon any portion of the Building. If Tenant violates any prohibition provided for in the first sentence of this Section, Landlord may, with notice to Tenant, correct the same at Tenant's expense. Tenant agrees to pay to Landlord as Rent on demand the amount of any increase in premiums for insurance resulting solely from any violation of the first sentence of this Section, even if Landlord shall have consented to the doing of, or keeping of, anything on the Premises which constitutes such a violation (but the payment of such Rent shall not entitle Tenant to violate the provisions of the first sentence of this Section).

## ARTICLE 7: ALTERATIONS TO PREMISES

Section 7.01: ALTERATIONS; DAMAGES. Tenant shall make no structural alterations, additions or changes in or to the Premises (excluding non-structural alterations costing less than \$25,000 in any lease year) without Landlord's prior written consent which shall not be unreasonably withheld or delayed. Landlord shall respond to Tenant's written request for approval of alterations within fifteen (15) business days, and Landlord's review shall be limited to reasonable, out-of-pocket costs incurred. In no event shall Tenant make or cause to be made any penetration through any roof, floor or exterior or corridor wall without the prior written consent of Landlord which shall not be unreasonably withheld or delayed. Tenant shall be directly responsible for any and all damages resulting from any alteration, addition or change Tenant makes whether or not Landlord's consent therefore was obtained. Any and all alterations, additions and changes made to the Premises which are required to be consented to by Landlord shall be made under the supervision of a competent architect or competent licensed structural engineer and in accordance with plans and specifications, approved by Landlord which shall not be unreasonably withheld or delayed and all necessary governmental approvals and permits, which approvals and permits Tenant shall obtain at its sole expense. All work done by Tenant with respect to any alterations, additions and changes must be done in a good and workmanlike manner and diligently prosecuted to completion to the end that the Premises shall at all times be a complete unit except during the period of the work. Tenant shall also satisfy all requirements of Section 2.04 with respect to any work done by Tenant. Any work done by Tenant without Landlord's consent (if required) shall be returned to its original condition at Tenant's expense upon request by Landlord. The final sentence is

deleted: "Any work done by Tenant without Landlord's consent (if required) shall be returned to its original condition at Tenant's expense upon request by Landlord."

Section 7.02: CHANGES BY LANDLORD. Tenant agrees that Landlord shall at all times have the right and privilege of making such changes, rearrangements, additions or reductions to the Building from which in its opinion are desirable (provided such changes do not unreasonably adversely affect the visibility of the facade of or access to the Premises), or which are as a result of any federal, state or local environment protection or other law, rule, regulation, guideline or order, provided Landlord shall not unreasonably interfere with Tenant's business or use.

Section 7.03: COMPLIANCE WITH LAWS. Any permitted changes, alterations and additions made by Tenant shall be performed strictly in accordance with applicable laws, rules, regulations and building codes relating thereto.

Section 7.04: INSURANCE AND RECONSTRUCTION. In the event Tenant shall make any permitted alterations, additions or changes to the Premises under the terms and provisions of this Article, none of such alterations, additions or changes need be insured by Landlord under such insurance as Landlord may carry upon Landlord's Building, nor (except as otherwise expressly provided herein) shall Landlord be required under any provisions of this Lease for reconstruction of the Premises to reconstruct or reinstall any such alterations, additions or changes.

## ARTICLE 8: INSURANCE

Section 8.01: INSURANCE. Tenant shall satisfy its insurance obligations through its self-insurance program as a political subdivision of the State of Florida. Upon request, Tenant will provide Landlord with a letter of self-insurance or equivalent documentation from the County's Risk Management Department. To the extent permitted by the County's program, Landlord shall be afforded status as an additional insured on Tenant's liability coverage, on a primary and non-contributory basis, with waiver of subrogation rights against Landlord. Tenant's statutory obligations for workers' compensation coverage are fulfilled through the County's self-insurance program. No separate plate glass insurance policy shall be required; plate glass shall be the responsibility of Landlord under its property coverage. Tenant shall not be required to obtain or maintain commercial insurance policies beyond those maintained under its self-insurance program.

Section 8.01(B): MUTUAL WAIVER OF SUBROGATION RIGHTS. Anything in this Lease to the contrary notwithstanding, Landlord and Tenant each hereby waive any and all rights of recovery, claim, action or cause of actions against the other, its agents, partners, officers, directors or employees, for any death or injury to any person or loss or damage that may occur to the Premises or part thereof, or to any personal property of such party therein, by reason of fire, the elements or any other cause(s) which are insured against under the terms of valid and collectible insurance policies carried for the benefit of the party entitled to make such claim, or required to be carried under the terms of this Lease, regardless of cause or origin, including negligence of the other party hereto, its agents, officers, or employees; provided that such waiver by either Landlord or Tenant does not limit in any way such party's right to recovery under such insurance policies, and provided further that the insurer pays such claims. Landlord and Tenant shall each obtain an endorsement to all of their insurance policies to affect

the provisions of this Section 8.01(B), provided that such endorsements are available at no additional cost.

Section 8.02: INDEMNIFICATION OF LANDLORD. To the extent permitted by §768.28, Florida Statutes, each party shall be responsible for its own negligent acts or omissions. Nothing in this Lease shall be deemed a waiver of Tenant's sovereign immunity or an increase of the limits of liability set forth in §768.28, Fla. Stat. Tenant shall not indemnify Landlord for punitive, special, or consequential damages. Landlord shall indemnify Tenant and hold it harmless from and against any and all claims, actions, damages, liability, and expense arising from or out of any occurrence in, upon, or at the Premises or Building occasioned wholly or in part by any act or omission of Landlord, its agents, employees, or contractors, excluding the negligence or intentional acts of Tenant. If either Landlord or Tenant brings an action against the other to enforce any of the covenants or agreements in this Lease, the prevailing party shall be entitled to recover all reasonable costs, expenses, and attorney's fees incurred in bringing such an action.

Section 8.03: PLATE GLASS. Tenant shall replace, at the expense of Tenant, any and all plate and other glass damaged or broken from any cause whatsoever (except for the negligent or intentional acts of Landlord, its agents or employees) in and about the Premises. Tenant shall insure, and keep insured, at Tenant's expense, all plate and other glass in the Premises for and in the name of Landlord. Notwithstanding anything contained herein to the contrary, Tenant may self-insure its obligations relating to plate glass.

Section 8.04: LIMIT OF LANDLORD'S RESPONSIBILITY. Except to the extent of Landlord's (or its agents or employees) negligent or intentional acts, Landlord shall not be liable:

- (a) for the death of or injury to Tenant or others arising from or out of any occurrence in, upon, at or relating to the Building;
- (b) for the loss of or damage to property of Tenant or others by theft or otherwise;
- (c) for the death, injury, loss or damage of or to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water (including sewer backup), rain, snow or leaks from any part of the Building or from any pipes, appliances or plumbing works thereof or from the roof, street or sub-surface of any floor or ceiling, or from any other place, or from dampness or freezing, or resulting from construction, alterations or repairs, or from any other cause of any kind;
- (d) for loss or damage howsoever caused including, without limitation, loss or damage caused by other tenants, persons in the Building, occupants of property adjacent thereto and the public, or caused by construction or any private, public or quasi-public work;
- (e) for damage suffered to the Premises or the contents thereof by reason of Landlord or those for whom it is responsible at law entering the Leased premises to undertake any expropriation thereof as provided at law or under this Lease, or in the case of an emergency; and
- (f) for damage required to be insured by Tenant under Section 8.01.

## ARTICLE 9: RECONSTRUCTION

Section 9.01: RECONSTRUCTION. In the event the Premises or the Building are materially damaged by fire or other perils or casualties covered and paid for by extended coverage insurance and repairs can be substantially completed within four (4) months, Tenant shall have the right to terminate this Lease. If Tenant elects not to so terminate this Lease, Landlord agrees to forthwith repair same (exclusive of Tenant's leasehold improvements, fixtures, etc.) provided further Landlord's lender makes the funds available for such purposes, and this Lease shall remain in full force and effect except that Tenant shall be entitled to a proportionate abatement of the Rent from the date of damage and while such repairs are being made, such proportionate abatement to be based upon the extent to which the damage and making of such repairs shall reasonably interfere with the business carried on by Tenant in the Premises. If the Premises or the Building are materially damaged by fire or other perils or casualties covered and paid for by extended coverage insurance and repairs cannot be or are not substantially completed within six (6) months, Tenant may elect to terminate this Lease in writing at which time both parties shall be relieved of all obligations hereunder, in which event each party will, at each other's request, execute an instrument in recordable form containing a release and surrender of all rights, title and interest in and to this Lease. If such damage is due exclusively to the fault or neglect of Tenant or its employees, however, there shall be no abatement of Rent provided Landlord is not also receiving compensation for loss of rent from insurance coverage nor shall Tenant have the right to terminate this Lease. In addition, if Tenant is the cause, the six (6) month termination right detailed above shall be extended to nine (9) months. In the event of any other material damage to the Premises or the Building, provided that the damage to repair exceeds twenty five percent (25%) of the value of the Premises or the Building, Landlord shall have the option: (i) to repair or restore such damage, this Lease continuing in full force and effect, but the Rent to be proportionately abated as hereinabove provided, or (ii) to give notice to Tenant provided such notice is also given to all other tenants similarly situated terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event of giving such notice, this Lease shall expire and all interest of Tenant in the Premises shall terminate on the date so specified in such notice and the Rent, abated by a proportionate reduction, based upon the extent, if any, to which such damage interfered with the business carried on by Tenant in the Premises, shall be paid up to date of said such termination. Notwithstanding anything to the contrary contained in this paragraph, Landlord shall not have any obligation whatsoever to repair, reconstruct or restore the Premises when the damage resulting from any casualty covered under this paragraph occurs during the last twenty four(24) months of the term of this Lease or any extension thereof; Landlord shall not be required to repair any injury or damage by fire or other cause, or to make any repairs to or replacements of any leasehold improvements, fixtures, or other personal property of Tenant unless such damage was caused by the negligence of the Landlord, its agent or employees. Notwithstanding anything to the contrary herein, in the event Landlord elects to terminate the Lease pursuant to this paragraph, Landlord shall reimburse Tenant upon the date this Lease terminates for the unamortized cost of the improvements (including Tenant's Work and excluding any equipment, inventory, personal property of the Tenant or non-fixture removable improvements) made by Tenant to the Premises and the Building, less the amount, if any, received by Tenant as insurance proceeds on account of the loss of such Tenant improvements. In order for any Tenant improvements to be reimbursed under this Section 9.01, Tenant must supply

Landlord with a statement of the cost of such improvement with supporting receipts, which must be satisfactory to Landlord, within thirty (30) days of the completion of such improvements; provided, however, that if such statement was not delivered to Landlord prior to Landlord's exercise of its termination rights, Landlord may, within the fourteen (14) day period following receipt of such statement notify Tenant that Landlord is retracting its termination notice. For the purpose of this Section 9.01, the cost of such Tenant improvements shall be amortized on a straight-line basis over a period of eight years from the date of such Tenant improvements.

## ARTICLE 10: MAINTENANCE OF PREMISES

Section 10.01: LANDLORD'S DUTY TO MAINTAIN STRUCTURE. Landlord will keep the roof, exterior walls, foundation, structural columns and structural floor or floors (excluding other floor and floor covering, walls installed at the request of Tenant, doors, windows and glass) and other structural portions of the Building and the Premises in good repair and in the same condition as other first-class properties. Notwithstanding the foregoing provisions of this Section, Landlord shall not in any way be liable to Tenant on account of its failure to make repairs unless Tenant shall have given Landlord written notice of the necessity for such repairs, unless Landlord otherwise has knowledge or notice and Tenant knows or should have known of the need of such repairs, and has afforded Landlord a reasonable opportunity to effect the same after such notice from Tenant, if required, and provided that any damage arising there from shall not have been caused by the negligent or willful act or omission of Tenant, its concessionaires, officers, employees, licensees or contractors (in which event Tenant shall be responsible therefore unless Landlord is reimbursed by insurance proceeds in which case Landlord shall be so obligated) or have been caused by any of the items Tenant is required to insure pursuant to Article 8. Landlord shall have no liability for repair, maintenance, alteration or any other action with respect to the Premises or any part thereof, or any plumbing, electrical or other mechanical installations therein, except as expressly set out in this Section 10.01. Interruption of utility services shall not entitle Tenant to any abatement of Rent unless caused by Landlord, its employees or agents. Landlord represents and warrants that the Building containing the Premises, including the roof, walls and floor, is structurally sound and in good condition and that to the knowledge of Landlord, there are no environmental issues. Landlord represents and warrants that the common parking area is reasonably adequate for the use described in Section 1.01(K).

Section 10.02: TENANT'S DUTY TO MAINTAIN. Tenant will, at its own cost and expense, maintain the Premises (except that part Landlord has agreed to maintain) in good and tenantable condition, and make all repairs to the Premises and every part thereof as needed. Subject to Section 6.02(k), Tenant's obligations under this Section shall include, but not be limited to, repairing and maintaining items as are required by any governmental agency having jurisdiction thereof (whether the same is ordinary or extraordinary, foreseen or unforeseen), interior walls and the interior portions of exterior walls, ceilings, utility meters, pipes and conduits within the Premises and all utility meters, pipes and conduits outside the Premises which are installed by Tenant or at Tenant's expense, all electrical systems, air conditioning, heating, fixtures, sprinkler equipment and other equipment within and exclusively serving the Premises, the store fronts, all Tenant's signs, locks and closing devices, and all window sash, casement or frames, doors and door frames; provided that Tenant shall make no adjustment, alteration or repair of any part of the sprinkler or sprinkler alarm system in or serving the Premises without



Landlord's prior approval which shall not be unreasonably withheld or delayed. All glass, both exterior and interior, is at the sole risk of Tenant and any glass broken shall be promptly replaced by Tenant, with glass of the same kind, size and quality. Tenant shall permit no waste, damage or injury to the Premises and Tenant shall keep the same in attractive condition. Tenant will not overload the electrical wiring serving the Premises, and will install at its expense, but only after obtaining Landlord's written approval, any additional electrical wiring which may be required in connection with Tenant's apparatus. Effective upon the termination of this Lease, Tenant hereby agrees to assign to Landlord any and all warranties in its possession covering the HVAC for the Premises, as well as any other warranties related to any aspect of the Premises for which the Tenant is responsible to maintain. Notwithstanding anything contained in this Lease to the contrary, Tenant shall not be required to make any repairs or replacements if necessitated by (a) the acts or negligence of Landlord or its contractors, agents or employees; (b) Landlord's failure to perform or observe any conditions or agreements in this Lease contained; or (c) alterations, additions or improvements made by Landlord or its contractors, agents or employees or any other tenant of the Building unless done at the request of Tenant; provided, however, the foregoing shall not eliminate or modify any obligation or requirements for notices from Tenant to Landlord under this Section 10.01. In the event that a replacement of the existing or any future HVAC is needed, Tenant will not be required to expend more than \$2000 for such replacement so long as Tenant has maintained the recommended maintenance schedule for the HVAC system to be replaced.

**Section 10.03: LANDLORD'S REPAIR OF PREMISES.** Landlord shall be under no obligation to make any repairs, replacements, reconstruction, alterations, renewals, or improvements to or upon the Premises or the mechanical equipment exclusively serving the Premises except as expressly provided for herein.

**Section 10.04: LANDLORD'S RIGHT OF ENTRY AND USE.** Landlord and its authorized representatives may enter the Premises at any and all reasonable times, after reasonable prior notice, during usual business hours for the purpose of inspecting the same. Tenant further agrees that Landlord, acting reasonably, may from time to time go upon the Premises and make any repairs to the Premises or to any utilities, systems or equipment located in, above or under the Premises which Landlord may deem necessary to prevent waste or deterioration in connection with the Premises if Tenant does not make or cause such repairs to be made or performed within a reasonable time, under the circumstances, after demand from Landlord. Nothing herein shall imply any duty on the part of Landlord to perform any such work which under any provision of this Lease Tenant may be required to do, nor shall it constitute a waiver of Tenant's default in failing to do the same. In the event Landlord performs or causes any such work to be performed after Tenant's failure to do so after the lapse of any notice and cure periods provided herein, Tenant shall pay the cost thereof to Landlord forthwith as Rent upon receipt of a bill, therefore. Landlord may install pipes, ducts, conduits, wires and other mechanical equipment serving other portions, tenants and occupants of the Building, under the floor or above the ceiling of the Premises, without the same constituting an actual or constructive eviction of Tenant. Landlord may also go in the Premises during normal business hours, after reasonable prior notice, for the purpose of showing the Premises to prospective purchasers, mortgagees and tenants (as to tenants, only during the last ninety (90) days of the term unless tenant is in default). During the last three (3) months of the Term, Landlord may place on the exterior of the Premises a "For Rent" sign, which shall not be obliterated or hidden by Tenant. Subject to Section 8.02, no exercise by Landlord or any rights provided in this Article 10 shall entitle Tenant to any damages for any inconvenience,

disturbance, loss of business or other damage to Tenant occasioned thereby, nor to any abatement of Rent. Landlord will exercise its rights under this Section in a manner that will not cause unreasonable interference with Tenant's business. Landlord shall not place any sign or notice in the window of the Premises or elsewhere advising that Tenant is going to be a tenant of the Building.

#### ARTICLE 11: UTILITIES

Section 11.01: UTILITIES. Tenant shall pay for all water, gas, heat, light, power, sewer charges, telephone service and all other services and utilities supplied to the Premises, together with any taxes thereon. If any such services are not separately metered to Tenant, Tenant shall pay a reasonable proportion to be determined by Landlord of all charges jointly metered with other premises. Landlord represents and warrants to Tenant that all required utility services shall be available at the Premises on the date possession of the Premises is delivered to Tenant and that each such utility shall be separately metered. If Landlord supplies any such utility to Tenant, then Tenant shall not be required to pay for such utility an amount in excess of the cost of such utility if provided by the applicable utility company.

#### ARTICLE 12: LIENS

Section 12.01: NO LIENS PERMITTED ; DISCHARGE. Landlord's property shall not be subject to liens for work done or materials used on the Premises made at the request of, or on order of or to discharge an obligation of Tenant. If any lien or notice of lien on account of an alleged debt of Tenant or any notice of contract by a party engaged by Tenant or Tenant's contractor to work on the Premises shall be filed against the Building or any part thereof, Tenant, within ten (10) days after notice of the filing thereof, will cause the same to be discharged of record by payment, deposit, and, order of a court of competent jurisdiction or otherwise. If Tenant shall fail to cause such lien or notice of lien to be discharged within the period aforesaid, then, in addition to any other right of remedy, Landlord may, discharge the same either by paying the amounts claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings. Any amount so paid by Landlord and all cost and expenses, including reasonable attorney's fees, incurred by Landlord in connection therewith, and including interest thereon at the Default Rate shall constitute Rent and shall be paid by Tenant to Landlord on demand. Nothing herein contained shall obligate Tenant to pay or discharge any lien created by Landlord.

#### ARTICLE 13: FIXTURES AND PERSONAL PROPERTY

13.01: TENANT'S PROPERTY; REMOVAL. Any trade fixtures, signs and other personal property of Tenant not permanently affixed to the Premises shall remain the property of Tenant. Tenant shall have the right, provided Tenant is not in default under the terms of this Lease, after Tenant's failure to do so after the lapse of any notice and cure periods provided herein, at any time and from time to time during the Term, to remove any and all of its trade fixtures, signs and other personal property which it may have stored or installed in Premises, including but not limited to, counters, shelving, inventory,

showcases, mirrors and other movable personal property, provided that the same is immediately replaced with similar personal property of comparable or better quality. Tenant at its expense shall immediately repair any damage occasioned to the Premises by reason of installation or removal of any such trade fixtures, signs and other personal property. If this Lease expires or is terminated for any reason except termination by Landlord pursuant to Section 15.03 and Tenant fails to remove such items from the Premises prior to such expiration or termination, or if this Lease is terminated by Landlord pursuant to Section 15.03 and Tenant fails to remove such items from the Premises on or before fourteen (14) days after the effective date of such terminations, then in any such event all such trade fixtures, signs and other personal property shall thereupon become the property of Landlord, without further act by either party hereto, unless Landlord elects to require their removal in which case Tenant agrees to promptly remove same and restore the Premises to its prior condition at Tenant's expense.

Section 13.02: IMPROVEMENTS TO PREMISES. All improvements to the Premises by Tenant, including, but not limited to, the items furnished pursuant to Tenant's Work, alterations, changes and additions by Tenant, floor coverings and partitions, but excluding trade fixtures, removable light fixtures and signs and other personal property, shall become the property of Landlord upon expiration or earlier termination of this Lease.

#### ARTICLE 14: ASSIGNMENT AND SUBLETTING

Section 14.01: RESTRICTIONS OF ASSIGNMENT. The terms of this Lease, including the provisions relating to Rent and Use have been negotiated by Landlord and Tenant on the assumption that Tenant will be the sole occupant of the Premises for the full term. Landlord's consent for any other assignment of the Lease or subletting of all or any portion of the Premises, shall not be unreasonably withheld or delayed and deemed approved if Landlord fails to object to same within fifteen (15) business days following a request from Tenant. Any attempted transfer, assignment, subletting, license or concession agreement or hypothecation, without Tenant first obtaining Landlord's written consent, shall be void and confer no rights upon any third person. Any transfer of this Lease from Tenant by merger, consolidation, liquidation or otherwise by operation of law, including, but not limited to, an assignment for the benefit of creditors, shall be included in the term "assignment" for the purposes of this Lease and any attempted unauthorized assignment shall be a violation of this Section. Landlord may impose such reasonable conditions upon the granting of its consent as it may deem appropriate.

#### ARTICLE 15: DEFAULTS BY TENANT

Section 15.01: EVENTS OF DEFAULT. This Lease is made upon the condition that Tenant shall punctually and faithfully perform all of the covenants, conditions and agreements by it to be performed. The following shall each be an event of default (each of which is sometimes referred to as an "Event of Default") in this Lease:

(a) any part of the Rent required to be paid by Tenant under this Lease shall at any time be unpaid for five (5) days after written demand as required by Section 21.03.

(b) Tenant fails in the observance or performance of any of its other material covenants, agreements or conditions provided for in this Lease, and said failure shall continue for a period of fifteen (15) days after written notice thereof from Landlord to Tenant (unless such failure cannot reasonably be cured within fifteen (15) days and Tenant shall have commenced to cure said failure within said fifteen (15) days, in which case Tenant shall have an additional period of thirty (30) days to cure such failure; however, if such failure cannot reasonably be cured within forty-five (45) days and Tenant shall have commenced to cure said failure within fifteen (15) days, in which case Tenant shall diligently and expeditiously pursue the cure to completion;

(c) Tenant fails to open for business on or before the date on which it is required by this Lease to open the Premises for business with the public as per Section 2.04, or vacates or abandons the Premises;

(d) the estate created in Tenant hereby is taken in execution or by other process of law, or all or a substantial part of the assets of Tenant is placed in the hands of a liquidator, receiver or trustee (and such receivership or trusteeship or liquidation continues for a period of thirty (30) days), or Tenant makes an assignment for the benefit of creditors, or admits in writing that it cannot meet its obligations as they become due, or is adjudicated a bankrupt, or Tenant institutes any proceedings under any federal or state insolvency or bankruptcy law as the same now exists or under any amendment thereof which may hereafter be enacted, or under any other act relating to the subject of bankruptcy wherein Tenant seeks to be adjudicated as bankrupt, or to be discharged of its debts, or to effect a plan of liquidation, composition or reorganization, or should any involuntary proceedings be filed against Tenant under any such insolvency or bankruptcy law (and such proceeding not be removed within ninety (90) days thereafter). If any insolvency proceedings, such as those referred to in this Section 15.01(d), are instituted against Tenant, the Premises shall not become an asset in any such proceedings;

(e) Tenant does or permits to be done, any act which creates a mechanic's lien or claim therefore against the Premises and fails to remove same or bond it within twenty (20) days;

(f) Tenant fails to furnish Landlord with a copy of any insurance policy required to be furnished by Tenant to Landlord when due, and such default shall continue for ten (10) days after written notice from Landlord.

Section 15.02: REMEDIES FOR TENANT'S DEFAULT. If an Event of Default shall occur, Landlord, to the fullest extent permitted by law, shall have the right to pursue any and all remedies available at law or in equity, including the right to: (i) declare the balance of the entire Rent for the entire Term of this Lease to be immediately due and payable (in which event Landlord may then proceed to collect all of such unpaid rent called for by this Lease by distress or otherwise and all damages caused by such Event of Default), (ii) sue for and collect the Rent and/or all damages caused by such Event of Tenant's Default, (iii) terminate this Lease, (iv) terminate Tenant's right to possession of the Premises without termination of this Lease, and/or (v) specifically enforce Landlord's rights and/or to enjoin Tenant. Any such termination of this Lease shall apply to any extension or renewal of the Term herein demised. In the event of an emergency Landlord need only give such notice as is reasonable under the circumstances before exercising its right to cure a default of Tenant. Any and all reasonable expenses

incurred by Landlord in curing an Event of Default shall accrue interest from the date of such occurrence at the Default Rate and shall be deemed Additional Rent. In addition, upon the occurrence of an Event of Default, Tenant shall pay to Landlord, on a monthly basis, the difference between the amount payable under this Lease and the amount Landlord receives from any successor tenant. Notwithstanding anything contained in this Lease to the contrary, (a) all actions taken by Landlord following a default by Tenant shall be in good faith and in accordance with and only in the manner permitted by law; (b) Landlord shall use best efforts to mitigate damages in the event of a default by Tenant; (c) Tenant shall not be deemed to be in default under this Lease until after the expiration of any applicable notice and cure period provided herein.

Section 15.03: Intentionally left blank

Section 15.04: LANDLORD'S DEFAULT. (a) Default by Landlord. The failure of Landlord to perform any of the covenants, conditions or agreements which are to be performed by Landlord under this Lease, and the continuance of such failure for a period of thirty (30) consecutive days after written notice in adequate detail to Landlord by Tenant shall be deemed to be a default of Landlord; provided, however, if such failure cannot reasonably be cured within said thirty (30) day period, shall have commenced and thereafter continued diligently to prosecute the cure of such failure and shall have cured said failure within an additional thirty (30) days, said failure shall not constitute a default by Landlord. Notwithstanding the foregoing, if Landlord's failure to perform its obligations hereunder results in a substantial threat to human health or safety, then Landlord shall act as promptly as is reasonably possible to satisfy any such obligation. If Landlord defaults under this Lease and such default is not cured within the period provided herein and Tenant has given Landlord the requisite notice of default, then Tenant may upon ten (10) additional days' notice (which shall not be required in the event of an emergency) to Landlord (i) remedy the breach or default on Landlord's behalf and require Landlord to reimburse Tenant for such reasonable costs and expenses immediately upon demand, failing which Tenant may deduct the reasonable costs and expenses from the Rent and/or Percentage Rent payable under this Lease, in either case with interest at the Default Rate; and/or (ii) pursue any other available legal and/or equitable remedies.

(b) Remedies for Landlord's Default. Landlord shall have no personal liability with respect to its obligations under this Lease. Tenant shall look solely to Landlord's interest in the Premises (which includes all rents received by Landlord from all tenants in the Building) for the satisfaction of any judgment or decree requiring the payment of money by Landlord, based upon any default hereunder, and no other property or asset of Landlord shall be subject to levy, execution or other enforcement procedure for the satisfaction of such judgment or decree, provided Tenant may also recover from Landlord's shareholders or partners to the extent, but only to the extent, of cash distributions to such shareholders or partners by Landlord after notice by Tenant to Landlord of the breach giving rise to Tenant's claim.

## ARTICLE 16: SUBORDINATION AND ATTORNMEN

Section 16.01: SUBORDINATION OF LEASE. This Lease is subordinate to the lien of all mortgages, deeds of trust and security instruments ("Mortgage") now or hereafter covering all or any part of the Building, and to all modifications, consolidations, renewals, replacements and extensions of any

Mortgage. Tenant also agrees that if the holder of a Mortgage ("Mortgagee") elects to have this Lease prior to the lien of its Mortgage and signifies such election in the instrument creating its lien, or by separate recorded instrument, this Lease shall be prior in dignity to such Mortgage.

Section 16.02: TENANT'S ATTORNMENMENT. In the event of any proceedings brought for the enforcement of any Mortgage, Tenant, shall, upon demand by the Mortgagee, attorn to and recognize such Mortgagee as Landlord under this Lease, Tenant shall attorn to and recognize such purchaser or assignee as Landlord under this Lease without further act by Landlord or such purchaser or assignee and such party shall recognize Tenant and all of its rights under this Lease. Tenant will give prompt written notice to Mortgagee of any default by Landlord under this Lease, if such default is alleged by Tenant to be of a nature as to (i) give Tenant right to terminate this Lease, (ii) reduce the amount of Rent due hereunder, or (iii) offset any amounts against future installments of any Rent payable hereunder, provided that Tenant shall not be obligated to give such notice to any Mortgagee who shall not have advised Tenant in writing of its status as Mortgagee. In the event of any such default, any such Mortgagee shall be given thirty (30) days from the date of the above notice during which to cure any such default, or if such default is of such nature that it cannot be completely remedied within such thirty (30) day period, or reasonable time thereafter. If, in connection with the obtaining, continuing and receiving of financing for which the Building represents collateral, in whole or in part, any proposed Mortgagee shall request modifications of this Lease as a condition of such financing, Tenant will not withhold or delay its consent thereto, provided that such modification shall not materially and adversely affect the rights of Tenant under this Lease, (including, but not limited to, any change in the rent to be paid to the Landlord, other than any change required under this Lease herein, the location of the Premises, the term of the Lease or any options granted to the Tenant herein or increase the obligations hereunder.) Tenant agrees that neither a Mortgagee (or its designee) upon obtaining title to the Premises shall have any liability for any act or omission, be subject to any offsets or defenses which Tenant may have or claim, or be bound by any advance rents which may have been paid by Tenant to any other person, firm or entity, including without limitation, any prior landlord for more than the current period in which such rents come due.

Section 16.03: INSTRUMENTS TO CARRY OUT INTENT. Tenant agrees that, in order to confirm the provisions of this Article, but in no way limiting the self-operative effect of said provisions, Tenant shall, execute and deliver whatever reasonable instruments may be required for such purposes within ten (10) days after request in writing therefore from Landlord. If the Tenant fails to do so within such period, Tenant does hereby make, constitute and irrevocably appoint Landlord as its attorney in fact, coupled with an interest, in its name, place and stead, so to do.

## ARTICLE 17: ESTOPPEL CERTIFICATES

Section 17.01: TENANT'S AGREEMENT TO DELIVER. Within (10) days after request in writing therefore from Landlord from time to time, Tenant agrees to execute and deliver to Landlord, or to such other addressee or addressees as Landlord may designate (and any such addressee may rely thereon), a statement in writing certifying (if true) that this Lease is in full force and effect and unmodified or describing any modification; that there are no defenses or offsets against the enforcement of this Lease or stating with particularity those claimed by Tenant; stating the date to which Rent has been paid; and making such other true representations as may be reasonably requested by Landlord.

## ARTICLE 18: QUIET ENJOYMENT

Section 18.01: FAITHFUL PERFORMANCE. Upon payment by Tenant of the Rent herein provided for, and upon the observance and performance of all of the agreements, covenants, terms and conditions on Tenant's part to be observed and performed, after Tenant's failure to do so after the lapse of any notice and cure periods provided herein, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under Landlord, subject nevertheless, to the terms and conditions of this Lease.

## ARTICLE 19: SURRENDER AND HOLDING OVER

Section 19.01: DELIVERY AFTER TERM. Tenant shall deliver up and surrender to Landlord possession of the Premises upon the expiration or earlier termination of the Term, broom clean, free of debris, in good order, condition and state of repair, ordinary wear and tear and damage by fire and other casualty (in the event of a termination under Section 9.01), excepted.

Section 19.02: EFFECT OF HOLDING OVER; RENT. If without Landlord's written consent Tenant or any party claiming under Tenant remains in possession of the Premises, or any part thereof, after any termination of this Lease, no tenancy or interest in the Premises shall result there from but such holding over shall be an unlawful detainer and all such parties shall be subject to immediate eviction and removal, and Tenant shall upon demand pay to Landlord, as liquidated damages, a sum equal to all Percentage Rent and Additional Rent provided for in this Lease during any period which Tenant shall hold the Premises after the Term has expired plus an amount computed at the rate of 125% of the Minimum Rent for such period.

## ARTICLE 20: CONDEMNATION

Section 20.01: ALL OF PREMISES TAKEN. If the whole of the Premises shall be taken either permanently or temporarily by any right of eminent domain or conveyance in lieu thereof (each being hereinafter referred to as "condemnation"), this Lease shall terminate as of the day possession shall be taken by the condemning authority, and Tenant shall pay Rent and perform all of its other obligations under this Lease up to that date with a proportionate refund by Landlord of any Rent as shall have been paid in advance for a period subsequent to the date of the taking.

Section 20.02: LESS THAN ALL OF PREMISES TAKEN. If less than all but more than twenty percent (20%) of the leasable area in the Premises is taken by condemnation, or if (regardless of the percentage of the leasable area in the Premises which is taken) the remainder of the Premises is not one undivided parcel of property, then, in either event, Landlord shall have the right to terminate this Lease upon notice in writing to Tenant within ninety (90) days after possession is taken by such condemnation. If less than all but more than forty percent (40%) of the leasable area in the Premises is taken by condemnation, then Tenant shall have the right to terminate this Lease upon notice in writing to Landlord within sixty (60) days after possession is taken by such condemnation. If this Lease is so

shall pay Rent and perform all of its other obligations under this Lease up to that date with a proportionate refund by Landlord of any Rent that may have been paid in advance for a period subsequent to the date of the taking. If this Lease is not so terminated, it shall terminate only with respect to the parts of the Premises so taken as of the day possession shall be taken by such authority, and Tenant shall pay Rent up to that day with a proportionate refund by Landlord of any Rent as may have been paid for a period subsequent to the date of the taking and, thereafter, the Rent shall be based on the square footage of the Premises. Landlord agrees, at Landlord's cost and expense, as soon as reasonably possible to restore the Premises on the land remaining to a complete unit of like quality and character as existed prior to such appropriation or taking; provided that Landlord shall not be required to expend more on such restoration than the condemnation award received by Landlord (less all expenses, costs, reasonable legal fees, and court costs incurred by Landlord in connection with such award).

Section 20.03: OWNERSHIP OF AWARD. All damages for any condemnation of all or any part of the Building, including but not limited to, all damages as compensation for diminution in value of the leasehold, reversion, and fee, shall belong to Landlord without any deduction therefrom for any present or future estate of Tenant, and Tenant hereby assigns to Landlord all its right, title and interest to any such award. Although all damages in the event of any condemnation are to belong to Landlord, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any and all damage to Tenant's business by reason of the condemnation and for or on account of any cost or loss which Tenant might incur in removing Tenant's merchandise, furniture, fixtures, leasehold improvements and equipment.

## ARTICLE 21: MISCELLANEOUS

### Section 21.01: INTERPRETATION.

(a) The captions, table of contents and index of defined terms appearing in this Lease are inserted only as a matter of convenience and in no way amplify, define, limit, construe, or describe the scope or intent of such sections of the Lease or in any way affect this Lease.

(b) The neuter, feminine or masculine pronoun when used herein shall each include each of the other genders and the use of the singular shall include the plural.

(c) Although the printed provisions of this Lease were drawn by Landlord, this Lease shall not be construed for or against Landlord or Tenant, but this Lease shall be interpreted in accordance with the general tenor of the language in an effort to reach the intended result.

Section 21.02: RELATIONSHIP OF PARTIES. Nothing herein contained shall be construed as creating any relationship between the parties other than the relationship of Landlord and Tenant nor cause either party to be responsible in any way for the acts, debts or obligations of the other.



Section 21.03: NOTICES. Any notice, demand, request, approval, consent, or other instrument which may be or is required to be given under this Lease shall be in writing and, shall be deemed to have been given upon hand delivery (provided a receipt is given), or on the day of delivery if sent by a nationally recognized overnight courier such as Federal Express or U.P.S. or, if mailed, five (5) days after mailing by United States certified mail, return receipt requested, postage, prepaid, addressed:

Tenant: Charlotte County  
c/o County Administrator  
18500 Murdock Circle  
Port Charlotte, FL 33948  
With copy to: County Attorney's Office  
18500 Murdock Circle  
Port Charlotte, FL 33948

(a) if to Landlord, as set out in section 1.01(O) or to such other address as Landlord may from time to time designate to Tenant by notice in accordance with this Section, and

(b) if to Tenant, to the Premises or to the address for Tenant set forth in Section 1.01(P) of this Lease or to such other address as Tenant may from time to time designate to Landlord by notice in accordance with this Section.

Section 21.04: SUCCESSORS. This Lease shall inure to the benefit of and be binding upon Landlord, its successors and assigns, and shall be binding upon Tenant, its successors and assigns and shall inure to the benefit of Tenant and only such assigns of Tenant to whom the assignment by Tenant has been made and consented to (if required) in accordance with the provisions of this Lease.

Section 21.05: BROKERS. Landlord and Tenant acknowledge and agree that no broker has been involved in this lease.

Section 21.06: UNAVOIDABLE DELAYS. In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of the acts of omissions of the other party, strikes, lockouts, labor troubles, inability to procure labor or materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, fire or other casualty or other reason of a similar or dissimilar nature beyond the reasonable control of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section shall not operate to excuse Tenant from prompt payment of Rent or any other payments required by the terms of this Lease and shall not extend the Term. Delays or failures to perform resulting from lack of funds shall not, be deemed delays beyond the reasonable control of a party.

Section 21.07: SEVERABILITY. It is the intention of the parties hereto that if any provision of this Lease is capable of two constructions, one of which would render the provision invalid and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

If any term or provision, or any portion thereof, of this Lease, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

**Section 21.08: ENTIRE AGREEMENT.**

(a) There are no real agreements between the parties hereto affecting this Lease, and this Lease supersedes and cancels any and all negotiations, arrangements, letters of intent, lease proposals, brochures, agreements, representations, promises, warranties and understandings between parties hereto or displayed by Landlord to Tenant with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Lease.

(b) This Lease, including the Exhibits hereto and any addenda hereto, sets forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises and the Building. No alterations, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced in writing, signed by them and mutually delivered between them.

**Section 21.09: APPLICABLE LAW.** The laws of the State of Florida shall govern the validity, performance and enforcement of this Lease.

**Section 21.10: WAIVER.**

(a) The waiver by Landlord or Tenant of any term, covenant, agreement or condition herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, agreement or condition. The acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any prior default by Tenant, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such prior default at the time of acceptance of such Rent. No covenant, term, agreement or condition of this Lease shall be deemed to have been waived by Landlord or Tenant, unless such waiver is in writing by Landlord or Tenant.

(b) No waiver of any covenant, term, agreement or condition of this Lease or legal right or remedy shall be implied by the failure of Landlord or Tenant to declare forfeiture, or for any other reason. No waiver by Landlord with respect to one or more tenants or occupants of the Building shall constitute a waiver in favor of any other tenant. Landlord's consent to, or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent similar act by Tenant.

**Section 21.11: ACCORD AND SATISFACTION.** No payment by Tenant or receipt by Landlord of a lesser amount than the Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated Rent nor shall any endorsement or statement on any check or any letter accompanying any such check or payment as Rent be deemed an accord and satisfaction, and

Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy provided for in this Lease or available at law or in equity.

**Section 21.12: LANDLORD'S SELF-HELP.** In addition to Landlord's rights of self-help set forth elsewhere in this Lease, but without diminishing any cure periods set forth in Section 15.01 or elsewhere in this Lease, if Tenant at any time fails to perform any of its obligations under this Lease in a manner reasonably satisfactory to Landlord, Landlord shall have the right but not the obligation, upon giving Tenant at least ten (10) days prior written notice of its election to do so (in the event of an emergency only reasonable notice for the situation shall be required) to perform such obligations on behalf of and for the account of Tenant and to take all such action reasonable necessary to perform such obligations. In such event, Landlord's reasonable costs and expenses incurred therein shall be paid for by Tenant as Rent, forthwith, upon demand therefore, with interest thereon from the date Landlord performs such work at the Default Rate. The performance by Landlord of any such obligation shall not constitute a release or waiver of Tenant there from.

**Section 21.13: RECORDING.** Tenant agrees that it will not record the Lease. Landlord may at its option and expense record the Lease. If Landlord so requests, Tenant and Landlord shall, simultaneously with the execution and delivery of this Lease, execute a Memorandum of Lease, which shall be recorded by Landlord among the Public Records of Charlotte County, Florida.

**Section 21.14: JOINT AND SEVERAL LIABILITY.** If two or more individuals, corporations, partnerships or other business associations (or any combination of two or more thereof) shall sign this Lease as Tenant or Guarantor of this Lease, the liability of each of them shall be joint and several. In like manner, if Tenant named in this Lease shall be a partnership or other business association, the members of which are, by virtue of statute or general law, subject to personal liability, the liability of each such member shall be joint and several.

**Section 21.15: EXECUTION OF LEASE.** This Lease shall become effective as a Lease only upon execution and legal delivery thereof by the parties hereto. This Lease may be executed in more than one counterpart and each such counterpart shall be deemed to be an original document.

**Section 21.16: TIME OF ESSENCE.** Time is of the essence under this Lease.

**Section 21.17: RADON GAS NOTICE.** Pursuant to Florida Statutes Section 404.056 (8), Landlord hereby makes, and Tenant hereby acknowledges, the following notification:

**RADON GAS:** RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING, IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT.

**Section 21.18: ATTORNEY'S FEES.** If either party defaults in the performance of any of the terms, provisions, covenants and conditions of this Lease, and by reason thereof the other party employs the

services of an attorney to enforce performance of the covenants, or to perform any service based upon such default, then in any of said events the prevailing party shall be entitled to receive from the other party reasonable attorney's fees and all expenses and costs incurred by the prevailing party pertaining thereto (including costs and fees related to any appeal) and in enforcement of any remedy.

Section 21.19: ENVIRONMENTAL LAWS. Any substance defined or classified or identified as "hazardous substances", "hazardous wastes", "hazardous materials", "toxic substances" or other contaminants or pollution under any applicable federal or state or local law ordinance, rules or regulation now or hereafter in effect shall hereinafter be referred to as "Hazardous Substances". Any applicable federal, state or local laws, ordinances, rules or regulations pertaining to Hazardous Substances or industrial hygiene or environmental conditions shall hereinafter be referred to as "Environmental Laws". Tenant and Landlord have not and shall not cause or permit the Premises or Building to be used for the generation, handling, storage, transportation, disposal or release of any Hazardous Substances except as exempted or permitted under applicable Environmental Laws, and have not and shall not cause or permit the Premises or Building or any activities conducted thereon to be in violation of any applicable Environmental Laws. Each agrees to indemnify and hold the other and its directors, officers, employees, successors and assigns harmless from and against any and all claims, losses, damages (including all foreseeable and unforeseeable consequential damages), liabilities, fines, penalties, charges, interest, administrative or judicial proceedings and order, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including without limitation reasonable attorneys' fees and expenses), directly or indirectly resulting in whole or in part from the violation of any Environmental Laws applicable to the Premises or Building or any activity conducted thereon, or from any use, generation, handling, storage, transportation, disposal or release of Hazardous Substances at or in connection with the Premises or Building, or any decontamination, detoxification, closure, cleanup or other remedial measures required with respect to the Premises or Building under any Environmental Laws to the extent caused by the indemnifying party. All sums paid and costs incurred by the indemnified party with respect to the foregoing matters shall bear interest, shall be deemed additional rent. This indemnity shall survive the termination or any earlier cancellation of this Lease. Landlord represents and warrants to Tenant that, to the best of Landlord's knowledge, there are no Hazardous Substances in or about the Premises or any other portion of the Building.

Section 21.20: JURISDICTION – WAIVER OF JURY TRIAL. Landlord and Tenant hereby voluntarily, knowingly and intentionally waive any and all rights to trial by jury in any legal action or proceeding arising out of this Lease or pertaining to any transaction related hereto. Tenant hereby submits to the exclusive jurisdiction of the State and Federal Courts in the State of Florida for purpose of any action arising from or growing out of this Lease and further agrees that the venue of any action may be made in Charlotte County, Florida.

Section 21.21: AMERICANS WITH DISABILITIES ACT (ADA). Landlord (if applicable) and Tenant agree to comply with the ADA in constructing all improvements and/or alterations to the Premises and the Building. The requirements are contained in the ADA accessibility guidelines (28 CFR 36-Appendix "A"). In the event either party fails to comply, and the other party is held responsible, the party that failed to respond shall indemnify the other party for all reasonable costs and expenses incurred by the other party.

Section 21.22: Intentionally left blank

## ARTICLE 22: ADDITIONAL PROVISIONS


Section 22.01: AUTHORITY: Landlord and Tenant each represents and warrants to the other that it, the representing party, has the full right and lawful authority to lease the Premises upon the terms set forth in this Lease and that no joinder, approval or consent of any other party is required with respect to its right and authority to enter into this Lease and to perform its obligations hereunder.


Section 22.02        OPTION TO RENEW. Tenant shall have the option to renew the Term of the Lease for two additional one (1) year periods (each an "Option Term"), provided that written notice is given to Landlord by certified mail returned receipt, overnight mail, hand delivery, or electronic means to Landlord at least one hundred eighty (180) days prior to the expiration of the then Term. Each Option Term shall be upon the same terms and conditions as contained in this Lease, except that (i) any rent free periods, rental concessions, inducements, allowances and other similar items applicable during any term will not apply during any renewal term, (ii) the Tenant will accept the Premises on an "as is" basis at the commencement of any renewal term, (iv) there shall be no further right of renewal, (v) the annual Minimum Rent payable during each Option Term shall be 3% per annum greater than the annual Minimum Rent payable during the last year of the Term or during the prior Option Term, as the case may be.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease as of the day and year first above written.

**WITNESSES:**

Signed:   
Print Name: Diego Escobar  
Date: 8/20/25

Signed:   
Print Name: Javier Andrade Garza  
Date: 08/20/25

**ATTEST:**

Roger D. Eaton, Clerk of the Circuit Court and Ex-officio Clerk to the Board of County Commissioners

By: \_\_\_\_\_  
Deputy Clerk

**EXHIBIT A -**  
Site Plan of Building and Premise

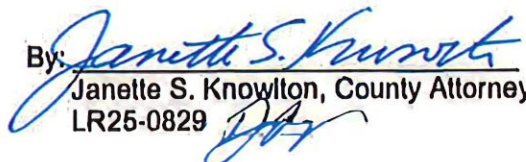

**JLJI PC, LLC.**

By:   
Print Name: Jeff Morr  
Title: Manager  
Date: 8/20/25

**BOARD OF COUNTY COMMISSIONERS  
OF CHARLOTTE COUNTY, FLORIDA**

By: \_\_\_\_\_  
Joseph M. Tiseo, Chairman  
Date: \_\_\_\_\_

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:**

By:   
Janette S. Knowlton, County Attorney  
LR25-0829 



**Exhibit "A"**

