

**RESOLUTION NO. 2024-408**

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE A FOURTH LEASE MODIFICATION AND ASSIGNMENT AGREEMENT WITH MICKLER'S LANDING LLC FOR LEASE SPACE FOR A ST. JOHNS COUNTY SHERIFF'S OFFICE SUBSTATION IN PONTE VEDRA.**

**RECITALS**

**WHEREAS**, St. Johns County Sheriff's Office has expressed an interest in renewing their lease for office space in Ponte Vedra which provides a substation and increased police presence in the community; and

**WHEREAS**, the Fourth Lease Modification and Assignment Agreement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, will be effective for one (1) year commencing October 1, 2024; and

**WHEREAS**, the County has determined that entering into said Fourth Lease Modification and Assignment Agreement will serve the interest and welfare of the residents of St. Johns County.

**NOW THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of St. Johns County, Florida, as follows:

**Section 1.** The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as findings of fact.

**Section 2.** The Board of County Commissioners hereby approves the terms of the Fourth Lease Modification and Assignment Agreement and authorizes the County Administrator, or designee, to execute said agreement.

**Section 3.** To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

**Section 4.** The Clerk of the Court of St. Johns County is instructed to record the original Fourth Lease Modification and Assignment Agreement in the Public Records of St. Johns County, Florida.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 1st day of October, 2024.

**BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA**

Rendition Date OCT 07 2024

BY: \_\_\_\_\_  
Sarah Arnold, Chair

**ATTEST:** Brandon J. Patty,  
Clerk of the Circuit Court & Comptroller

Crystal Smith  
Deputy Clerk



EXHIBIT "A" TO RESOLUTION

**FOURTH LEASE MODIFICATION AND ASSIGNMENT AGREEMENT**

**THIS FOURTH LEASE MODIFICATION AND ASSIGNMENT AGREEMENT** ("Modification" or "Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ ("Effective Date"), by and between **Mickler's Landing, L.L.C.**, a Florida limited liability company ("Landlord"), **St. Johns County Sheriff's Office** ("Assignor"), and **St. Johns County, Florida**, a political subdivision of the State of Florida ("Assignee").

**WITNESSETH: That,**

**WHEREAS** Landlord and Assignor are parties to Lease Agreement dated November 25, 2014, as was amended by a First Lease Modification dated October 6, 2021, a Second Lease Modification Agreement dated October 5, 2022, and a Third Lease Modification Agreement dated September 11, 2023 (collectively, the "Lease") wherein Tenant leased approximately **2,950 square feet** of space that being **unit 105-106** ("Premises") located at **1108 Highway A1A N, Ponte Vedra Beach, FL 32082**; and

**WHEREAS** the transfer of ownership of Assignor is an assignment under the Lease requiring Landlord's consent which Landlord is willing to grant on the terms and conditions herein set forth, but not otherwise;

**WHEREAS** the parties agree to extend the Term of this Lease; and

**NOW, THEREFORE**, in exchange for the mutual covenants and promises contained herein and for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant and agree as follows:

- Recitals.** The above recitals are hereby confirmed as true and correct and are reaffirmed herein. Capitalized terms used herein but not defined shall have the same meanings given to such terms in the Lease.
- Assignment.** Assignor hereby assigns and sets over to Assignee all of Assignor's right, title, interest, and claim in the Lease and Assignee hereby accepts the assignment and delegation and assumes and agrees to perform each and every one of the Assignor's duties and obligations under the Lease which accrue or become due after the date hereof (the "Assignment").
- Required Documentation.** Assignee shall provide Landlord contemporaneously with the execution of this Agreement a certificate of insurance (in the name of the Assignee) meeting or exceeding the requirements stated in Section 17 of the Lease. The sum of \$2,000.00 for Landlord's assignment fee will be required for Landlord's review of any future proposed assignments. **On and after the date that this Agreement is fully executed and Landlord has verified that the terms stated herein have been satisfied, the "Assignee" shall be the "Tenant" under the Lease.**
- Extended Term.** The Lease Term is hereby extended for a period of **one (1) Lease Year** commencing on **October 1, 2024** ("New Rent Commencement Date") and expiring at 11:59 pm EST on **September 30, 2025** ("Extended Term").
- Rent.** From the New Rent Commencement Date through the end of the Extended Term, the amount of Base Rent paid under the Lease shall be modified to be at the rate shown below, plus applicable sales and use tax, Operating Expenses, and all other items of Additional Rent. Tenant shall continue to pay all items of Rent on the Premises until the New Rent Commencement Date.

Lease Year	Annual Base Rent	Monthly Base Rent	
1	\$69,679.00	\$5,806.58	plus Operating Expenses and sales tax

- Operating Expenses.** Operating Expenses are currently **\$6.27 per square foot**, subject to adjustment, payable upon the terms stated within the Lease.
- Scrivener's Error.** The parties agree that the Lease misstated Tenant's unit number as "Unit 08 – 105-107" when in fact the parties intended to list the unit number as, and is herein amended to be, "Unit 105-106". Landlord and Tenant each reaffirm the validity of the Lease, acknowledge that the Scrivener's error was out of mutual mistake and has no effect upon the past dealings of the parties or the effectiveness of the Lease.
- Notice Address.** While pursuant to the Lease, Landlord may serve Tenant at the Premises or by email, Tenant agrees that Landlord may also serve any notice upon Tenant at its address of **500 San Sebastian View, St. Augustine, FL 32084; Attn: St. Johns County Land Management Systems / Real Estate Division** and/or its email address of **splewis@sjcfl.us**.
- As a material inducement to Landlord consenting to this Agreement, Assignor represents, warrants and certifies to Landlord that as of the date hereof: (i) the Lease, as modified hereby, contains the entire agreement between the parties hereto relating to the Premises; (ii) Landlord is not in default in any respect in any of the terms, covenants and conditions of the Lease; and (iii) there are no existing setoffs, counterclaims or defenses against Landlord under the Lease. Nothing herein shall be deemed to amend any provision of the Lease or release Assignor from any liability presently existing under the Lease, nor shall Assignor be released from any prospective liability under the Lease arising out of the Assignee's default which occurs after this Agreement is executed.

\_\_\_\_\_ Assignor's initials \_\_\_\_\_ Assignee's initials \_\_\_\_\_ Landlord's initials

**ASSIGNOR REPRESENTS THAT TENANT HAS NO CLAIM OF ANY DEFAULT BY LANDLORD NOW OR IN THE PAST.**

IN WITNESS WHEREOF, Assignor has hereunto set hand and seal the day and year first written above.

Signed, sealed and delivered  
In the presence of:

**ST. JOHNS COUNTY SHERIFF'S OFFICE**

\_\_\_\_\_  
Witness Signature

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

Print Name: \_\_\_\_\_

Witness Address:  
St. Johns County Sheriff's Office  
4015 Lewis Speedway  
St. Augustine FL 32084

Title: \_\_\_\_\_

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Name

Witness Address:  
St. Johns County Sheriff's Office  
4015 Lewis Speedway  
St. Augustine FL 32084

**STATE OF FLORIDA  
COUNTY OF ST. JOHNS**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by \_\_\_\_\_ as \_\_\_\_\_ for St. Johns County Sheriff's Office who is personally known to me.

\_\_\_\_\_  
Notary Public

*[The remainder of this page has been intentionally left blank]*

\_\_\_\_\_ Assignor's initials \_\_\_\_\_ Assignee's initials \_\_\_\_\_ Landlord's initials



IN WITNESS WHEREOF, Assignee has hereunto set hand and seal the day and year first written above.

Signed, sealed and delivered  
In the presence of:

**ST. JOHNS COUNTY, FLORIDA**, a  
political subdivision of the State of Florida

\_\_\_\_\_  
Witness Signature

By: \_\_\_\_\_  
Joy Andrews, County Administrator

\_\_\_\_\_  
Print Name

Witness Address:  
St. Johns County, Florida  
500 San Sebastian View,  
St. Augustine FL 32084

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Name

Witness Address:  
St. Johns County, Florida  
500 San Sebastian View,  
St. Augustine FL 32084

**STATE OF FLORIDA  
COUNTY OF ST. JOHNS**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this  
\_\_\_\_\_ day of \_\_\_\_\_, 2024 by Joy Andrews as County Administrator for St. Johns County who is personally  
known to me.

\_\_\_\_\_  
Notary Public

**ATTEST:** Brandon J. Patty,  
Clerk of the Circuit Court & Comptroller

\_\_\_\_\_  
Deputy Clerk

*[The remainder of this page has been intentionally left blank]*

\_\_\_\_\_ Assignor's initials \_\_\_\_\_ Assignee's initials \_\_\_\_\_ Landlord's initials

IN WITNESS WHEREOF, Landlord has hereunto set hand and seal the day and year first written above.

Witnesses to Landlord:

LANDLORD: Mickler's Landing, L.L.C., a Florida limited liability company  
By: Miklaine Management, L.L.C., a Florida limited liability company  
Its: Managing Member

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

By: \_\_\_\_\_

Signed: \_\_\_\_\_

Its: Authorized Member/Authorized Agent

Printed: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_

*[The remainder of this page has been intentionally left blank]*

\_\_\_\_\_ Assignor's initials \_\_\_\_\_ Assignee's initials \_\_\_\_\_ Landlord's initials

**EXHIBIT A**  
**LEASE**

*[Executed Lease and any Modifications/Assignments to be attached]*

\_\_\_\_\_ Assignor's initials \_\_\_\_\_ Assignee's initials \_\_\_\_\_ Landlord's initials

**THIRD LEASE MODIFICATION AGREEMENT**

THIS THIRD LEASE MODIFICATION ("Modification" or "Agreement") is made as of this 11 day of ~~SEPTEMBER~~, 2023 ("Effective Date") by and between Mickler's Landing, L.L.C., a Florida limited liability company ("Landlord") and St. Johns's County Sheriff's Office, Florida ("Tenant").

WITNESSETH: That,

WHEREAS Landlord and Tenant (or their predecessors in interest) are parties to a Lease Agreement as may have been modified or assigned ("Lease") wherein Tenant leased approximately 2,950 square feet of space that being unit 08- 105-107 ("Premises") located at 1108 Highway A1A N, Ponte Vedra Beach, FL 32082 ("Shopping Center");

NOW, THEREFORE, in exchange for the mutual covenants and promises contained herein and for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

- 1. **Recitals.** The above recitals are true and correct and are incorporated and reaffirmed herein. All capitalized terms used in this Modification but without definition shall have the meaning ascribed to such terms in the Lease.
- 2. **Term Extension.** The parties hereby agree to extend the Lease Term for a term of one (1) Lease Year commencing on October 1, 2023 ("New Rent Commencement Date") and terminating at midnight on September 30, 2024 ("New Termination Date").
- 3. **Rent.** Base Rent for the Extended Term shall be the amount shown in the below chart, plus applicable sales and use tax, Operating Expenses, and all other items of Additional Rent. Tenant shall continue to pay all items of Rent on Original Premises until the New Rent Commencement Date.

Lease Year	Annual Base Rent	Monthly Base Rent	
1	\$67,641.00	\$5,636.75	plus Operating Expenses and sales tax

- 4. **Operating Expenses.** Operating Expenses are currently \$4.68 per square foot, subject to adjustment, payable upon the terms stated within the Lease.
- 5. **Miscellaneous.** Except as expressly set forth in this Modification, the Lease, as amended, shall remain unmodified and in full force and effect and all other provisions of the Lease shall remain unchanged and are incorporated in this Modification by this reference. In the event of any conflict between the terms of the Lease and the terms of this Modification, the terms of this Modification shall control. Except as set forth in this Modification there are no other agreements between the Landlord and the Tenant except as set forth in the Lease. Tenant acknowledges that the as of the Effective Date, Landlord has fully performed its obligations under Lease, and that Tenant knows of no default by Landlord under the Lease, and knows of no situations which, with notice or the passage of time, or both, would constitute a default. Furthermore, Tenant hereby release Landlord and related and affiliated companies, and their past and present employees, directors, officers, management company and other agents from any and all claims, counterclaims, demands, rights, liabilities and causes of action of any kind or nature, known or unknown, that Tenant may have against the Landlord as of the Effective Date. Should Tenant become in default of the terms of this Agreement then all amounts due hereunder, upon demand of Landlord, shall become due and owing, in addition to all other rights and remedies in law, in equity or as stated within the Lease.
- 6. **Counterparts & Execution.** This Modification may be executed by the parties hereto individually or in combination, in one or more counterparts, each of which shall be an original and all of which will constitute one and the same Modification. An executed facsimile copy or e-mail delivery of a ".pdf" format data file shall be an acceptable form of acceptance of this Modification.
- 7. **Corporate Resolution.** The person signing below for Tenant hereby affirms, represents, and covenants that he/she is authorized to execute this Agreement on behalf of Tenant. If an authorization is necessary or required prior to the person executing this Agreement on behalf of Tenant, he/she shall attach such authorization hereto.

TENANT REPRESENTS THAT TENANT HAS NO CLAIM OF ANY DEFAULT BY LANDLORD NOW OR IN THE PAST.

*The remainder of this page has been intentionally left blank.*

Za Landlord initials MC Tenant initials



IN WITNESS WHEREOF, this Modification is duly executed by Landlord and Tenant as of the Effective Date.

Witnesses for Landlord:

LANDLORD: Miekler's Landing, L.L.C., a Florida limited liability company  
By: Miklaine Management, LLC, a Florida limited liability company

[Signature]

Printed: BRAD TESSLER

[Signature]

Printed: Ara Beck

[Signature]

Its: Managing Member/Authorized Agent

Date: 9/11/23, 20  

Witnesses for Tenant:

TENANT: St. Johns's County Sheriff's Office, Florida

Matthew Cline  
Matthew Cline (Aug 7, 2023 12:44 EDT)

[Signature] 2023

[Signature]

Printed: BRAD TESSLER

[Signature]

Printed: [Signature]

By: Tara Wildes

Printed: Tara Wildes

Its: Director

Date: Aug 6, 2023, 20  

The remainder of this page has been intentionally left blank.

Signature: [Signature]  
Tara Wildes (Aug 6, 2023 2h:10 EDT)

Email: sshuman@sjsso.org

Signature: Matthew Cline  
Matthew Cline (Aug 15, 2023 16:01 EDT)

Email: mcline@sjsso.org

ZA Landlord initials MC Tenant initials

**SECOND LEASE MODIFICATION AGREEMENT**

THIS SECOND LEASE MODIFICATION ("Agreement" or "Modification") is made as of the date last signed below ("Effective Date") by and between Mickler's Landing, L.L.C. ("Landlord") and St. John's County Sheriff's Office, Florida ("Tenant").

**WITNESSETH: That,**

WHEREAS Landlord and Tenant (or their predecessor(s) in interest) are parties to a Lease, as may have been amended and/or assigned ("Lease"), wherein Tenant leased approximately 2,950 square feet of space that being units 08- 105-107 ("Premises") within the Mickler's Landing Shopping Center located at 1108 Highway A1A N, Ponte Vedra Beach, FL 32082 ("Shopping Center");

NOW, THEREFORE, in exchange for the mutual covenants and promises contained herein and for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated and reaffirmed herein. All capitalized terms used in this Modification but without definition shall have the meaning ascribed to such terms in the Lease.
2. **Term Extension.** The parties hereby agree to extend the Lease Term for a term commencing on October 1, 2022 ("New Commencement Date") and terminating at midnight on the date which is one (1) Lease Year thereafter.
3. **Rent.** Base Rent for the first year of the Extended Term shall be \$65,637.50, payable in twelve (12) equal monthly installments of \$5,469.79 on the first (1st) day of each month. Tenant shall continue to pay all items of Rent on the Premises until the New Rent Commencement Date.
4. **Notice Address.** If Tenant's physical or email address should change, Tenant shall provide the new address to Landlord and Tenant's failure to do so shall not invalidate service sent to the address on record with Landlord which service shall be valid service of process. While pursuant to the Lease, Landlord may serve Tenant at the Premises or by email, Tenant agrees that Landlord may also serve any notice upon Tenant at its address of 4015 Lewis Speedway, St. Augustine, FL.
5. **Miscellaneous.** Except as expressly set forth in this Modification, the Lease, as amended, shall remain unmodified and in full force and effect and all other provisions of the Lease shall remain unchanged and are incorporated in this Modification by this reference. In the event of any conflict between the terms of the Lease and the terms of this Modification, the terms of this Modification shall control. Except as set forth in this Modification there are no other agreements between the Landlord and the Tenant except as set forth in the Lease. Tenant acknowledges that the as of the Effective Date, Landlord has fully performed its obligations under Lease, and that Tenant knows of no default by Landlord under the Lease, and knows of no situations which, with notice or the passage of time, or both, would constitute a default. Furthermore, Tenant hereby release Landlord and related and affiliated companies, and their past and present employees, directors, officers, management company and other agents from all claims, counterclaims, demands, rights, liabilities and causes of action of any kind or nature, known or unknown, that Tenant may have against the Landlord as of the Effective Date. Should Tenant become in default of the terms of this Agreement then all amounts due hereunder, upon demand of Landlord, shall become due and owing, in addition to all other rights and remedies in law, in equity or as stated within the Lease.
6. **Counterparts & Execution.** This Modification may be executed by the parties hereto individually or in combination, in one or more counterparts, each of which shall be an original and all of which will constitute one and the same Modification. An executed facsimile copy or e-mail delivery of a ".pdf" format data file shall be an acceptable form of acceptance of this Modification.
7. **Corporate Resolution.** The person signing below for Tenant hereby affirms, represents, and covenants that he/she is authorized to execute this Agreement on behalf of Tenant. If an authorization is necessary or required prior to the person executing this Agreement on behalf of Tenant, he/she shall attach such authorization hereto.

**TENANT REPRESENTS THAT TENANT HAS NO CLAIM OF ANY DEFAULT BY LANDLORD NOW OR IN THE PAST.**

*The remainder of this page has been intentionally left blank.*

 \_\_\_\_\_ Landlord initials PH Tenant initials



IN WITNESS WHEREOF, this Modification is duly executed by Landlord and Tenant as of the Effective Date.

Witnesses for Landlord:

[Signature]

Printed: BRAD TESSMAN

[Signature]

Printed: Wendy Tipton

LANDLORD: Mickler's Landing, L.L.C., a Florida limited liability company

By: Miklaine Management, LLC, a Florida limited liability company  
Its: Manager

[Signature]  
Its: Managing Member/Authorized Agent

Date: [Signature], 2022

Witnesses for Tenant:

[Signature]

Printed: Matthew Cline

[Signature]

Printed: Rebecca Ausili

TENANT: St. John's County Sheriff's Office, Florida

By: [Signature]

Printed: PERRY HARRISMAN

Its: DIRECTOR

Date: 5 OCT 22, 2022

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Revised (mc)

**FIRST LEASE MODIFICATION**

THIS FIRST LEASE MODIFICATION ("Agreement" or "Modification") is made as of the date last signed below ("Effective Date") by and between Landlord and Tenant.

WITNESSETH: That,

WHEREAS, Landlord and Tenant (or their predecessor(s) in interest) are parties to a Lease, as may have been amended and/or assigned ("Lease"), wherein Tenant leased approximately 2,950 square feet of space that being unit 105-107 ("Premises") within the Micklers Landing Shopping Center located at 1106 N. A1A, Ponte Vedra Beach, FL ("Shopping Center");

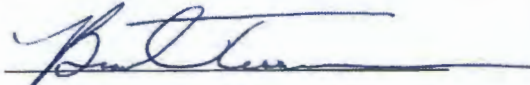
NOW, THEREFORE, in exchange for the mutual covenants and promises contained herein and for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord, Tenant and Guarantor agree as follows:

- 1. Recitals.** The above recitals are true and correct and are incorporated and reaffirmed herein. All capitalized terms used in this Modification but without definition shall have the meaning ascribed to such terms in the Lease.
- 2. Term Extension.** The parties hereby agree to extend the Lease Term for a term of commencing on October 1, 2021 ("New Commencement Date") and terminating at midnight on the date which is one (1) Lease Year thereafter.
- 3. Rent.** Base Rent for the first year of the Extended Term shall be \$63,720.00, payable in monthly installments of \$5,310.00, plus Operating Expenses and all other items of Additional Rent. Tenant shall continue to pay all items of Rent on the Premises until the New Rent Commencement Date.
- 4. Miscellaneous.** Except as expressly set forth in this Modification, the License, as amended, shall remain unmodified and in full force and effect and all other provisions of the Lease shall remain unchanged and are incorporated in this Modification by this reference. In the event of any conflict between the terms of the License and the terms of this Modification, the terms of this Modification shall control. Except as set forth in this Modification there are no other agreements between the Landlord and the Tenant except as set forth in the License.
- 5. Counterparts & Execution.** This Modification may be executed by the parties hereto individually or in combination, in one or more counterparts, each of which shall be an original and all of which will constitute one and the same Modification. An executed facsimile copy or e-mail delivery of a ".pdf" format data file shall be an acceptable form of acceptance of this Modification.

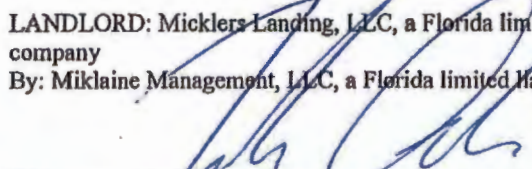
IN WITNESS WHEREOF, this Modification is duly executed by Landlord, Tenant and Guarantor as of the Effective Date.

Witnesses for Landlord:

LANDLORD: Micklers Landing, LLC, a Florida limited liability company  
By: Miklaine Management, LLC, a Florida limited liability company



Printed: BRAD TESSMER

  
Its: Managing Member/Authorized Agent



Printed: Teresa Burke

Date: 10/6, 2021

Witnesses for Tenant:

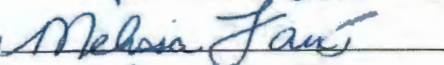
TENANT: St. Johns County Florida Sheriff's Office



By: 

Printed: Andrea Urda

Printed: Perry Hagaman





Its: Director of General Services

Printed: Melissa Farris

Date: 5 Oct 21, 2021

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*Reviewed*  
  
*Reviewed*  




MICKLER'S LANDING, LLC

LANDLORD

Lease to

ST. JOHNS COUNTY SHERIFF'S OFFICE, FLORIDA

TENANT

Mickler's Landing Shopping Center  
Ponte Vedra Beach, Florida

LEASE

THIS LEASE is made as of the 25 day of November, 2014, ("Effective Date"), by and between Mickler's Landing, LLC, a Florida limited liability company ("Landlord") whose office address is 7880-300 Gate Parkway, Jacksonville, FL 32256 and St. John's County Sheriff's Office, Florida ("Tenant"), whose address is 4015 Lewis Speedway, St. Augustine, Florida 32084.

1. PREMISES.

Landlord does hereby demise and lease to Tenant, and Tenant does hereby hire and lease from Landlord, units 305-307 as outlined in Exhibit "A" attached hereto and made a part hereof ("Premises"), which is a portion of a shopping center ("Shopping Center") located on certain real property at 1106 N. A1A, Ponte Vedra Beach, St. John's County, Florida. Said premises contain approximately 2,950 square feet, extend to the exterior faces of the front and rear walls and to the centerline of those walls separating the Premises from the other units in the Shopping Center.

2. PURPOSE.

Tenant agrees to occupy and use the Premises only as a police substation with law enforcement offices and various related community safety services and for no other purpose ("Permitted Use"). Tenant agrees that it will not interfere with or infringe on the use or exclusive use rights of other tenants or any other restrictions on uses within the Shopping Center nor conduct any activity which may injure, annoy or otherwise cause a nuisance to other tenants of the Shopping Center.

3. TERM; ACCEPTANCE OF PREMISES.

3.1 Lease Term. The term of the Lease (the "Lease Term") shall be six (6) Lease Years (as hereinafter defined). Tenant's obligation to commence paying Rent will commence one hundred twenty (120) days after Landlord notifies Tenant that it has completed Landlord's Work (as defined in Exhibit D). ("Commencement Date").

3.2 Option to Renew. Upon expiration of the initial term of this Lease or any extension provided for hereafter, and provided Tenant is not then in default of this Lease in a manner set forth in Section 23 hereof, this Lease shall automatically renew in one (1) year increments on the same terms and conditions as contained herein ("Renewal Period"). Either party may terminate this Lease at the end of any current term by notifying the other party in writing that it is terminating this Lease; however, such notice shall only be effective if it is received by the other party not later than ninety (90) days prior to the expiration of the then current term. For the initial Renewal Period and each successive Renewal Period thereafter, the Rent shall be increased at the rate and as described in Section 5 herein.

3.3 Lease Year Defined. The term "Lease Year" shall mean a period of 12 consecutive full calendar months; however, the Lease Year shall end at midnight on September 30 of each Lease Year. The period of time from the Commencement Date to September 30, 2015, even though not 12 consecutive full calendar months, shall be considered the first Lease Year ("First Lease Year"). Further, if the Commencement Date is not the first day of a calendar month, then the partial month beginning on the Commencement Date and ending on the last day of that month shall be prorated as to the Rent and any other monthly charge due from Tenant. Lease Year two shall commence on October 1, 2015 and each succeeding Lease Year thereafter shall commence on the respective October 1 anniversary.

3.4 Effective Date. Landlord and Tenant acknowledge that all of the obligations stated in this Lease are effective, binding and enforceable as of the Effective Date.

3.5 Delivery Date. Landlord shall allow Tenant access to the Premises for set up and operation beginning upon execution of this Lease and delivery of an appropriate certificate of insurance pursuant to Section 17.

4. RENT.

Tenant shall pay beginning on the Commencement Date to Landlord at the office of Landlord, or at such other place designated by Landlord, in lawful United States currency without notice, demand, deduction or set-off whatsoever, the following payments, together with any sales, use, or other taxes, penalties or assessments levied from time to time on such payments or on the use and occupancy of the Premises (collectively the "Rent"):

4.1 Rent. Rent in the amount of \$19.00 per square foot or \$56,050.00 shall be charged annually; however, paid in equal monthly installments in advance, on, or before the first day of each calendar month during the Lease Term, without setoff, counterclaim or other withholding by Tenant as the duty to pay Rent is independent of all other duties and obligations expressed in this Lease.

Payments of Rent not received by the fifth of the month shall be subject to a late charge of 10% of the unpaid rent, but not less than \$25.00. The first full calendar month of Rent shall be paid on the execution of this Lease. If the Commencement Date is other than the first day of a calendar month, the Rent for the period from the Commencement

LL Initial                      Tenant Initial DS



Date to the first day of the next succeeding month shall be pro-rated on a per diem basis and shall be paid on the Commencement Date.

4.2 **Additional Rent.** Unless exempt by an applicable law, Tenant will also be responsible to pay Tangible Personal Property Tax or other Tax associated with any equipment or other personal property, whether owned by Landlord or Tenant, which is used or located in the Premises and such taxes and any other sums of money or charges due under the Lease shall be known as "Additional Rent".

5. **RENT ADJUSTMENT.**

Starting on the anniversary date of the Commencement Date of the third (3rd) Lease Year, and for each successive Lease Year thereafter, including any and all Renewal Options, the Rent shall be further increased by adding to the Rent then in effect the amount of three (3%) per annum (Lease Years one and two the Rent shall be \$19.00 per sq. Lease Year three \$19.38, Lease year four \$19.77, and continue increasing in the same manner).

6. **Intentionally deleted.**

7. **Intentionally deleted.**

8. **UTILITIES.**

Notwithstanding the definition of Operating Expenses, Tenant hereby acknowledges and agrees that it is the Tenant's responsibility to directly apply for and pay promptly, when due, for the cost of all utilities which are separately metered, servicing the Premises. In the event there are no separate meters, then Landlord shall pay such utilities expenses, and said expenses shall be pro-rated in the same manner as the Operating Expenses and charged back to the Tenants serviced by said common meters. Tenant shall not install any equipment nor shall Tenant use the Premises in a manner that will exceed or overload the capacity of any utility facilities. In no event shall Landlord be liable for any interruption or failure in the supply of utilities to the Premises unless such interruption or failure in the supply is caused by the gross negligence or intentional misconduct of Landlord or its agents. Tenant shall at tenants expense install and maintain own grease trap. Tenant shall maintain his own dumpster service for his use throughout the term of this lease and any renewals thereof.

9. **SALES AND USE TAXES.**

Tenant agrees to pay all sales and use taxes arising by virtue of any amount due or payments made under this Lease for the privilege of occupying or using the Premises. All such taxes shall be paid to Landlord simultaneous to the due date for any amounts owing under this Lease which give rise to such taxes. Landlord shall forward all such taxes to the appropriate governmental authority. Notwithstanding the foregoing, Tenant shall not be required to pay for any taxes which Tenant is exempt by law from an obligation to pay such tax.

10. **INTEREST ON PAST-DUE PAYMENTS.**

In the event that any amounts owed by Tenant under this Lease are not paid when due, then Tenant shall pay to Landlord, as Additional Rent, interest of 1.5% per month, compounded monthly, on any past-due amounts; provided, however, that the interest shall not begin to accrue until 5 days after the due dates of any such amounts.

11. **MAINTENANCE.**

11.1 **Repairs by Landlord.** Landlord agrees to keep and maintain in good order and repair the roof, common areas of the Shopping Center, structural components and exterior walls (exclusive of all signs, doors, windows and glass, including plate glass) of the Premises, except as to maintenance and repair relating to Tenant's exterior signs. If any such maintenance and repairs are caused in part or in whole by the act, neglect, fault or omission of any duty by Tenant, its agents, servants, employees, invitees, or any damage is caused by breaking and entering, then Tenant shall pay to Landlord the actual cost of such maintenance and repairs. Landlord gives to Tenant exclusive control of the Premises and shall be under no obligation to inspect the Premises. Tenant shall at once report in writing to Landlord any known defective condition which Landlord is required to repair pursuant to this section. Tenant's failure to report to Landlord any such condition or defect shall make Tenant responsible to Landlord for any liabilities, costs expenses and attorneys' fees incurred by Landlord as a result of such defect. Landlord shall not be liable for any failure to make such repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to Landlord by Tenant. Except as herein provided regarding casualty loss, there shall be no abatement of rent and no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of any repairs, alterations or improvements in or to any portion of the Shopping Center or the Premises or in or to fixtures, appurtenances and equipment therein Tenant's allegation of Landlord's breach as to any of its obligations shall not excuse Tenant's performance of its obligations, monetary and otherwise, under this Lease.

For the first two Lease Years, Landlord agrees to keep in good order and repair and to replace as needed all fixtures pertaining to heating, air-conditioning, ventilation, water, sewer, electrical and sprinkler systems (if any) but shall not be responsible for any damage to such systems resulting from Tenant's misuse. Landlord shall obtain at its expense a



service contract for repairs and maintenance of the heating and air-conditioning system that conforms to the warranty requirements of said system, if any.

11.2 **Repairs by Tenant.** Tenant shall, at his own cost and expense, keep and maintain the Premises and appurtenances thereto and every part thereof, in good order and repair except portions of the Premises to be repaired by Landlord pursuant to Section 11.1 above. Without limiting the foregoing, after the first two Lease Years, Tenant agrees to keep in good order and repair and to replace as needed all fixtures pertaining to heating, air-conditioning, ventilation, water, sewer, electrical and sprinkler systems (if any) and Tenant shall be liable for any damage to such systems resulting from Tenant's misuse. Tenant shall obtain at its expense a service contract for repairs and maintenance of the heating and air-conditioning system that conforms to the warranty requirements of said system, if any.

Tenant agrees to install and maintain fire extinguishers and other safety equipment in the Premises as required by law. All damage or injury to the Premises, the building, or the common areas caused by the act or negligence of Tenant, its agents, employees, or invitees shall be promptly repaired by Tenant at its sole cost and expense and to the reasonable satisfaction of Landlord.

**12. MODIFICATIONS TO EXTERIOR OF PREMISES; SIGNS.**

No alteration, modification or installation of any fixture, or carrying on of any activity, on the exterior of the Premises shall be permitted to be undertaken by Tenant or its agents without the prior written consent of Landlord. In addition, Tenant shall maintain all show windows and signs in a neat condition and shall not use any advertising or other media that can be heard from outside of the Premises. Tenant shall erect a business identification sign at Tenant's expense only according to plans and specifications provided by Landlord and after receiving Landlord's written approval. No signs of any nature shall be erected by Tenant without the express written consent of Landlord.

**13. MODIFICATION TO INTERIOR OF PREMISES.**

Tenant may not, without the prior written consent of Landlord, make additions, alterations, or improvements to the Premises. Under no circumstances shall Tenant make any additions, alterations, or improvements that affect the structure, structural strength or outward appearance of the Premises or the building. Tenant shall submit to Landlord complete and detailed plans and specifications for such work at the time approval is sought. Landlord may withhold approval in its absolute discretion. Any addition, alterations, or improvements made to the Premises shall be in compliance with all insurance requirements and regulations and ordinances of governmental authorities and shall, immediately become the property of Landlord; provided, however, Landlord may at its option, require Tenant, at Tenant's sole cost and expense, to remove any such additions, alterations, or improvements at the expiration or sooner termination of the Lease Term, and to repair any damages to the Premises caused by such removal. Tenant hereby indemnifies Landlord against, and shall keep the Premises and Shopping Center free from any and all mechanics' liens or other such liens arising from any work performed, material furnished, or obligations incurred by Tenant in connection with the Premises or the Shopping Center, and agrees to discharge any lien which attaches as a result of such work immediately after the lien attaches or payment for the labor or materials is due. Upon completion of any such work, Tenant shall provide Landlord with "as built" plans, copies of all construction contracts, and proof of payment for all labor and materials.

Neither the Landlord nor Landlord's interest in and to the Property or Premises shall be subject to liens for improvements made by Tenant, at the request of, or on order of or to discharge an obligation of Tenant. Landlord hereby reserves the right at any time and from time to time during the Lease Term to make any additions, alterations, changes or improvements (including without limitation, building additional stores) to the building in which the Premises are contained, and to build additional structures adjoining thereto. Landlord also reserves the right to construct other buildings and improvements in the Shopping Center from time to time and at any time during the Lease Term, including multi-level parking facilities and to make alterations thereto, to build additional stories on any such buildings, and to otherwise modify the common areas of the Shopping Center as Landlord may, in its sole discretion, deem appropriate.

Notwithstanding the foregoing, Tenant may decorate the interior of the Premises without first obtaining the consent of Landlord. Decorating items shall include, but not be limited to, painting, mirrors, carpeting, lighting and displays. Tenant's stock in trade and trade fixtures shall not become Landlord's property at the expiration or sooner termination of this Lease, unless abandoned by Tenant.

**14. CONDITION UPON TERMINATION:**

Upon the termination of the Lease, Tenant shall surrender the Premises or Property to Landlord, broom clean and in the same condition as received except for ordinary wear and tear, which Tenant was not otherwise obligated to remedy under any provision of this Lease. In addition, Landlord may require Tenant to remove any alterations, additions or improvements (whether or not made with Landlord's consent) prior to the termination of the Lease and to restore the Premises or Property to its prior condition, all at Tenant's expense. All alterations, additions and improvements which Landlord has not required Tenant to remove remain Landlord's property and shall be surrendered to Landlord upon the termination of the Lease, except that Tenant may remove any of Tenant's machinery or equipment whether attached or

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.unattached which can be removed without material damage to the Premises or Property. Tenant shall repair, at Tenant's expense, any damage to the Premises or Property caused by the removal of any such machinery or equipment. In no event, however, shall Tenant remove any of the following materials or equipment without Landlord's prior written consent: any power wiring or power panels; cabling, computer wiring; telephone wiring lighting or lighting fixtures; wall coverings; drapes, blinds or other window coverings; carpets or other floor coverings; heaters, air conditioners, or any other heating or air conditioning equipment; fencing or security systems; or other similar building operating equipment and decorations, all of which shall be free from any lien or encumbrance at all times.

Upon termination or expiration of this Lease for any reason, any and all property which may be left at the Premises shall be deemed abandoned whereupon Landlord may handle, store, remove or otherwise dispose at the risk and expense of the Tenants. Under no circumstances shall the Landlord be liable or responsible for storing or disposing of any of the personal property remaining on the Premises. Landlord shall not be obligated to store said property and the Tenants expressly consent to the sale, discard, or any other disposition of the property at Landlord's sole discretion. BY SIGNING THIS RENTAL AGREEMENT THE TENANTS AGREE THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY THE FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANTS' PERSONAL PROPERTY.

**15. LANDLORD'S LIEN.**

In consideration of the mutual benefits arising under this lease and in addition to any statutory lien for rent in Landlord's favor, Landlord shall have and Tenant hereby grants to Landlord, an express contract lien and a continuing security interest to secure the payment of all rent due under the lease from Tenant, upon all goods, wares, equipment, fixtures, furniture, inventory, accounts, contract rights, chattel paper and other personal property of Tenant presently or hereafter situated on the premises and upon all proceeds of any insurance which may accrue to Tenant by reason of damage or destruction of any such property. Except upon expiration of the term where no default exists in the payment of rent or other sums due from Tenant hereunder, and except for reasonable replacements from time to time, Tenant shall not remove any of Tenant's property from the premises, other than pursuant to sale thereof in the regular course of its business, without the prior written consent of the landlord, and Landlord shall have the right and privilege, at its sole option and discretion, to take possession of all property of Tenant in the premises, to store the same on premises, or to remove it therefore and store it in such place as may be selected by Landlord, at Tenant's risk and expense, in accordance with such lien and any rights of distraint it may possess against Tenant's property. In the event of a default under this lease, Landlord shall have, in addition to any other remedies provided herein or by the law, all rights and remedies under the Uniform Commercial Code of the State in which the premises is located, including without limitation the right to sell the property described in this paragraph at public or private sale upon 10 days' notice to tenant, which notice Tenant hereby agrees is adequate and reasonable. Within five (5) days after request by Landlord, Tenant hereby agrees to execute such other instruments necessary or desirable in Landlord's discretion to perfect or continue the security interest hereby created. Any statutory lien for rent is not hereby waived, the express contractual lien herein granted being in addition and supplementary thereto. Landlord and Tenant agree that this lease and the security interest granted herein serve as a financing statement, and a copy or photographic or other reproduction of this paragraph of this exhibit may be filed of record by Landlord and have the same force and effect as the original. Tenant warrants and represents that the collateral subject to the security interest granted herein is not purchased or used by tenant for personal, family or household purposes. Tenant further warrants and represents to Landlord that the lien granted herein constitutes a first and superior lien and that Tenant will not allow the placing of any other lien upon any of the property described in this paragraph without prior written consent of Landlord. The exercise of the foregoing remedy by Landlord shall not relieve or discharge Tenant from any deficiency owed to Landlord which Landlord has the right to enforce pursuant to any other provision of this lease.

**16. COMPLIANCE WITH ALL LAWS.**

Tenant, with respect to the Premises, agrees to properly comply with all laws, statutes, rules, and regulations of all federal, state, county and city governments or any other political subdivisions thereof or any other governing authority, including, but not limited to the Americans With Disabilities Act (ADA). Tenant further agrees to make no unlawful, improper or offensive use of the Premises, and to comply with all Rules and Regulations adopted by Landlord from time to time.

Tenant is responsible for making any and all modifications or improvements to the Premises to the extent such modifications or improvements to the Premises are necessary to comply with any applicable laws, statutes, rules and regulations referenced in the preceding paragraph. If Tenant fails to make any necessary modification or improvement or fails to make any such modification or improvement in a timely manner, Tenant shall be responsible for any and all damages, penalties or costs incurred by Landlord as a result of such failure, including attorneys' fees and costs incurred in defending claims relating to such alleged non-compliance.

Landlord reserves its right to mitigate its potential damages relating to any claim of non-compliance with applicable laws,

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statutes, rules and regulations by making any modifications and/or improvements it deems necessary to the Premises. Tenant agrees to reimburse Landlord for any and all costs incurred by Landlord related to its efforts to mitigate its damages, including, but not limited to, the costs of making any modifications and improvements to the Premises.

**17. INSURANCE.**

**17.1 Liability Insurance.**

(a) Tenant shall carry at its own expense Comprehensive General Public Liability and Property Damage insurance with combined single limits of not less than \$1,000,000 with insurance companies authorized to do business in this State and satisfactory to Landlord, insuring Landlord and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. The insurance policy or policies shall contain provisions prohibiting the modification or cancellation of insurance without at least 30 days' prior written notice to Landlord. Tenant shall deliver said policies or certificates thereof to Landlord upon execution of this Lease and thereafter renewal policies or certificates shall be delivered to Landlord not less than 30 days prior to the expiration of the policies of insurance. The limit of any such insurance shall not, however, limit the liability of the Tenant hereunder. Tenant may provide this insurance under a blanket policy, provided that said insurance shall have a Landlord's protective liability endorsement attached thereto. The failure of Tenant either to effect said insurance in the names herein called for or to pay the premiums therefor or to deliver said policies or certificates to Landlord shall permit Landlord to procure the insurance and pay the requisite premiums therefor, which premiums shall be paid to Landlord with the next installment of Rent.

(b) For the term of the Lease Landlord shall carry liability insurance with single limits of not less than \$1,000,000 and combined limits of not less than \$2,000,000 with commercially reasonable deduction covering and insuring all common area of the Shopping Center.

**17.2 Property Insurance.** Tenant shall obtain and also pay for and maintain in full force and effect during the Term a standard form policy of fire insurance with standard form of extended coverage endorsement covering all stock and trade, trade fixtures, equipment and other personal property located in the Premises and used by Tenant in connection with its business. Tenant shall replace, at its sole cost and expense, any and all plate and other glass damaged or broken from any cause whatsoever in and about the Premises. Tenant shall procure and maintain, at its own expense, insurance covering all plate and other glass in the Premises for and in the name of Landlord. Tenant shall deliver certificates of such insurance to Landlord as provided in the first section of this Article. Landlord shall keep and maintain casualty insurance for the Shopping Center for a commercially reasonable amount, with a commercially reasonable deductible.

**17.3 Subrogation.** As long as their respective insurers so permit, Landlord and Tenant hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage and other property insurance policies existing for the benefit of the respective parties. Each party shall apply to their insurers to obtain said waivers. Each party shall obtain any special endorsements, if required by their insurer to evidence compliance with the aforementioned waiver.

**18. DAMAGE OR CONDEMNATION.**

Should the Premises be destroyed or so damaged by fire or other casualty through no fault of the Tenant, during the term of this Lease that they shall be rendered wholly or partially unrentable, and repairs to the Premises, as identified by Landlord, shall exceed 180 days of such damage or destruction, Landlord or Tenant may notice the other party within 90 days of such damage or destruction and cancel this Lease with no further liability to the parties except to the extent of obligations which have accrued to the date of cancellation. In no event shall Landlord be liable for damage or destruction to stock-in-trade, fixtures, furnishings, or other personal property belonging to the Tenant or belonging to others located in, on or about the Premises from any cause whatsoever. Tenant agrees that the provisions of this Section shall govern the rights and obligations of Landlord and Tenant in the event of any substantial or total destruction to the Premises or Property.

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



19. **INDEMNIFICATION AND LIABILITY LIMIT.**

19.1 **Limited Liability.** Landlord or its agents shall not be liable for any loss or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the building or from the pipes, appliances or plumbing works therein or from the roof, street or subsurface or from any other place resulting from dampness or any other cause whatsoever, unless caused by or due to the gross negligence or willful misconduct of Landlord, its agents, servants or employees. Landlord or its agents shall not be liable for interference with the light, air, or for any latent defect in the Premises. Landlord shall not be liable for any such damage caused by other tenants of the Shopping Center, or persons in or about the Premises or the Shopping Center, occupants of adjacent property, or the public, or caused by operations in construction of any private, public or quasi-public work. All property of Tenant kept or stored on the Premises shall be so kept or stored at the risk of Tenant only and Tenant shall hold same, including subrogation claims by Tenant's insurance carrier, unless such damage shall be caused by the willful act or neglect of Landlord. The term "Landlord" as used in this Lease means only the owner for the time being of the building in which the Premises are located. Landlord shall be under no personal liability with respect to any of the provisions of this Lease and if Landlord is in default with respect to its obligations under this Lease, Tenant shall look solely to the equity of the Landlord in the Shopping Center for the satisfaction of Tenant's remedies. It is expressly understood and agreed that Landlord's liability under the terms of this Lease shall in no event exceed its equity interest in the Shopping Center.

19.2 **Indemnification.** Tenant shall indemnify and hold harmless Landlord against and from any and all claims arising from Tenant's use of the Premises or from the conduct of its business or from any activity, work, or other things done, permitted or suffered by the Tenant in or about the Shopping Center, and shall further indemnify and hold harmless Landlord against and from any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of the Tenant, or any officer, agent, employee, guest, or invitee of Tenant, and from all costs, attorney's fees (under any circumstances), and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon. If any action or proceeding is brought against Landlord by reason of such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises, from any cause other than Landlord's gross negligence or willful misconduct; and Tenant hereby waives all claims in respect thereof against Landlord. Tenant shall give prompt notice to Landlord of casualty or accidents on the Shopping Center.

20. **SUBORDINATION.**

This Lease and all rights of Tenant hereunder are subordinated to the liens of any mortgages covering the Premises which are, or shall later be, placed upon the Premises or any additions to it. Tenant agrees to execute and deliver, upon 10 days after request, such further instruments subordinating this Lease to the lien of such mortgage as shall be desired by any mortgagee and such estoppel and other certificates as may be required from time to time by Landlord in connection with the financing or sale of the Shopping Center provided such certifications include standard non-disturbance language benefiting Tenant. Tenant hereby irrevocably appoints Landlord attorney-in-fact of Tenant to execute and deliver such instruments.

21. **PARKING; USE OF COMMON AREAS.**

Tenant shall have the right in common with other tenants to use automobile parking areas, driveways and walkways in connection with its business subject to any reasonable regulations for the use thereof specified by Landlord, including but not limited to rules pertaining to parking of automobiles of Tenant's employees. Landlord shall have control and management of common areas including the right to use portions thereof for shows, displays, kiosks, sidewalk vendors, patio operations associated with a leased premises, and other commercial or other purposes. Landlord shall not interfere with ingress and egress to and from the Premises of Tenant's employees or patrons, nor shall Landlord hinder the visibility of Tenant's Premises; provided, however, that the foregoing shall not be construed to limit Landlord's performance of work, repairs, maintenance, or construction, or Landlord's rights to designate areas of limited usage or to alter the Shopping Center or common areas.

22. **Intentionally deleted.**

23. **EVENTS OF DEFAULT; REMEDIES.**

The following events, or any one of them, shall be events of default under this Lease:

- (a) Tenant shall fail to make any payment due under this Lease within 5 days after the same is due and payable; or
- (b) Tenant shall fail to perform or comply with any of the other terms, covenants or conditions hereof and such failure shall continue for more than 10 days after written notice thereof from Landlord, Tenant shall have failed to cure the default or if the event of default cannot reasonably be cured in 10 days, shall have failed to diligently begun and

.proceeded to cure the event of default; or

(c) Tenant shall discontinue its business on the Premises or vacate or desert the Premises; or

(d) Tenant shall become insolvent or bankruptcy proceedings shall be begun by or against Tenant.

In the event of a default, Landlord may immediately or any time thereafter, and without further notice or demand, re-enter and take possession of the Premises and remove all persons and property therefrom (as provided below), and at that time or any time thereafter at its option terminate this Lease, or take such other actions as may be permitted by law or equity or this Lease. Without limitation, Landlord may elect to re-enter and take possession of the Premises without terminating this Lease, and if such election is made Landlord may, at its sole option, relet the Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease), at such rental or rentals and upon such other terms and conditions as Landlord in its discretion may deem advisable with the right to make alterations and repairs to the Premises. Upon any such reletting, Landlord shall receive and collect the rents therefor, applying the same first to the payment of such expenses as Landlord may have paid, assumed or incurred in recovering possession of the Premises, including costs, expenses and attorneys' fees, and for placing the same in good order and condition, or repairing or altering the same for reletting and all other expenses, commissions and charges paid, assumed and incurred by Landlord in or about reletting the Premises, and then to the fulfillment of the obligations of Tenant. In the alternative and without limitation, Landlord may declare the entire remaining rent and additional rent to be immediately due and payable, and shall be entitled to recover from Tenant the amount of rent and additional rent reserved in this Lease for the balance of the Lease Term.

Upon default and in addition to any other rights or remedies which Landlord may have, if Landlord has elected to re-enter, Landlord may remove all persons and property from the Premises and dispose or discard such property in any manner whatsoever, including without limitation being stored in a public warehouse or elsewhere at the cost of and for the account of Tenant, all without service of additional notice to Tenant or any person claiming an interest in said property or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby.

#### 24. NOTICES.

Any notices required or permitted to be given hereunder shall be in writing and delivered by hand, sent by certified mail, or by national overnight courier, addressed as follows:

if to Landlord: **Mickler's Landing, LLC**  
**Attn: Randall Whitfield**  
**7880-300 Gate Parkway**  
**Jacksonville, FL 32256**

and if to Tenant: at the Premises or,

**St. Johns County Sheriff's Office**  
**General Services**  
**4015 Lewis Speedway**  
**St. Augustine, FL 32084**

In the case of personal delivery, notice shall be deemed to occur on the date of actual delivery. In the case of notice by certified mail or overnight courier, notice shall be deemed to occur on the date of posting. Notwithstanding anything in this instrument to the contrary, all requirements of notice shall be deemed inapplicable if Landlord is prevented from giving such notice by bankruptcy or any other applicable law. In such event, the cure period, if any, shall then run from the occurrence of the event or condition of default rather than from the date of notice.

#### 25. CONDITION OF PREMISES.

Tenant hereby acknowledges that Tenant has examined the Premises and that taking possession of the Premises shall be an acknowledgement by Tenant that the Premises are in good and tenantable condition, and satisfactory to Tenant, at the beginning of the term hereof Landlord is under no duty to make repairs or alterations at the time of letting or at any time thereafter unless specially set forth elsewhere herein. No agreement relative to any alterations, additions or improvement if required by any such agreement shall in any way affect the payment of Rent at the times specified in this Lease.

#### 26. WAIVER.

Waiver by Landlord, either expressed or implied, of any breach of any term or condition herein contained shall not be deemed to be a waiver of any other term or condition. The subsequent acceptance of Rent by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant.





any common areas of the Shopping Center, Tenant shall cause the same to be removed no later than the expiration or earlier termination of this Lease, and Tenant's obligation to so remove shall survive this Lease and shall inure to the benefit of any purchaser or successor to title of the Shopping Center.

35. **NO RECORDATION.**

This Lease or memorandum thereof shall not be recorded without prior written consent from Landlord. Landlord may record this Lease or a short form hereof pursuant to Section 713.10 Florida Statutes without the consent of Tenant and such recording will not act as a waiver of this Section.

36. **ATTORNEYS' FEES AND COSTS; FLORIDA LAW.**

In connection with any litigation arising out of this Lease, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorneys' fees and paralegal costs whether in collection of Rent, pre-trial, trial, appeal, post-judgment collection, or in any bankruptcy proceedings. Florida Law shall govern the construction of this Lease. The parties agree that the appropriate venue for any lawsuit arising from this Lease shall be the County where the Premises are located and Tenant waives any objection to jurisdiction or venue in any proceeding before said Court.

37. **TIME.**

Time is of the essence of this Lease. If Landlord cannot perform any of its obligations due to events beyond Landlord's control, the time provided for performing such obligations shall be extended by a period of time equal to the duration of such events. Events beyond Landlord's control include, but are not limited to, acts of God, war, civil commotion, labor disputes, strikes, fire, floor or other casualty, shortages of labor or material, government regulation or restriction and weather conditions.

38. **BROKER'S FEE.**

Tenant and Landlord covenant and agree to hold harmless and indemnify each other from and against any and all costs, expenses (including reasonable attorneys fees under any circumstances) or liability for any compensation, commissions, or charges claimed by any broker or agent with respect to this Lease or negotiation thereof.

39. **EXECUTION OF LEASE.**

This Lease may be executed in counterparts, and, when all counterparts are executed, such shall constitute a single binding instrument. The delivery of this Lease by Landlord to Tenant shall not be deemed to be an offer and shall not be binding upon either party until executed both parties and delivered to Landlord. All parties executing as Tenant shall be jointly and severally liable for all obligations of Tenant.

40. **OTHER PROVISIONS.** The following Addendum are attached hereto and made a part hereof:

- Exhibit A - Location of Premises
- Exhibit B - Rules and Regulations
- Exhibit C - Sign Criteria
- Exhibit D - Leasehold Improvement Addendum
- Exhibit D-1 - Floor Plan

*The rest of this page is intentionally left blank.*

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IN WITNESS WHEREOF, this Lease has been duly executed by Landlord and Tenant as of the Effective Date.

Signed and acknowledged in the presence of:

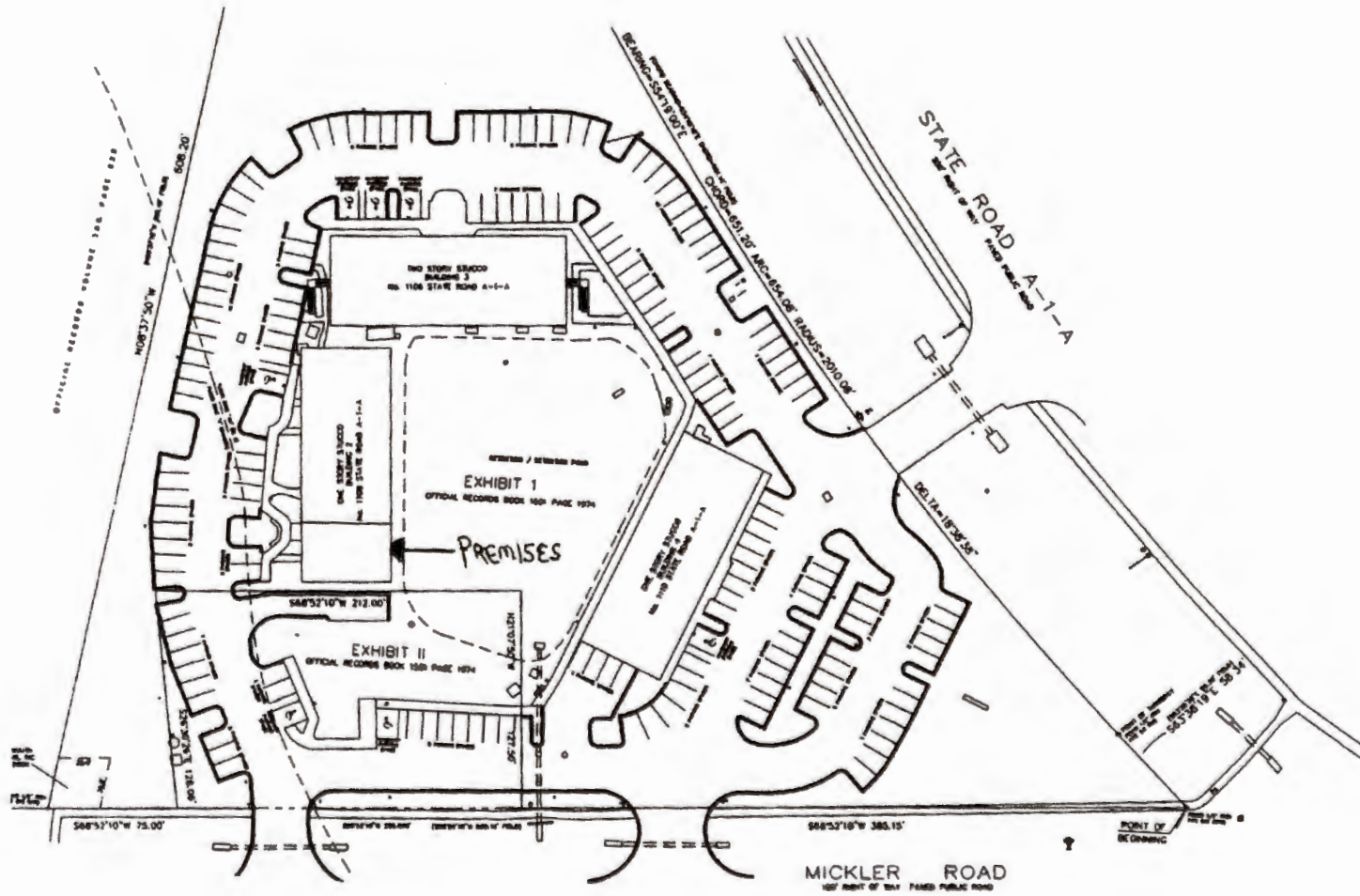
*Robert W. Ashauer*  
Witness to Landlord  
*Randall Whitfield*  
Witness to Landlord

*Matthew Cline, General Counsel*  
Witness to Tenant  
*Corinna B. Qualls*  
Witness to Tenant

LANDLORD: MICKLER'S LANDING, LLC, <sup>BW</sup>  
a Florida limited liability company  
By: *[Signature]*  
Its: Managing Member  
By: \_\_\_\_\_  
Its Managing Member  
Date: 11/25/14

TENANT: ST. JOHN'S COUNTY FLORIDA SHERIFF'S OFFICE  
By: *David B. Shear*  
Printed Name: David B. Shear  
Its: Sheriff  
Date: 11/20/2014

EXHIBIT A  
LOCATION OF PREMISES

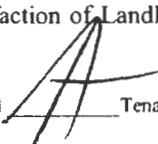


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**EXHIBIT B**  
**RULES AND REGULATIONS**

1. All deliveries or shipments of any kind to and from the Premises, including loading of goods, shall be made only by way of the rear of the Premises or at any other location designated by Landlord, and only at such time designed for such purpose by Landlord.
2. Tenant shall not use the public or common areas in the Shopping Center for any purposes or special events unless prior approval in writing has been granted by the Landlord. The Landlord may designate portions of the common area to be used in association with a leased premises.
3. Tenant shall use, at Tenant's cost, a pest extermination contractor at such intervals as Landlord may require, but no less often than once annually.
4. Tenant shall not place, or permit:
  - a. Displays, decorations or shopping carts on the sidewalk in front of the Premises or upon any of the common areas of the Shopping Center.
  - b. Anything to be displayed, stacked, hung from the ceiling, racked, stored, etc. on the sidewalks outside the shops unless the Tenant:
    1. Obtains the Landlord's prior written approval; and
    2. Acquires adequate insurance coverage; and
    3. Accepts all liability for the sidewalk outside the shops.
5. Prior to installation, the Landlord must approve in writing all signs of any type, including without limitation any vehicular display or promotional activity, which are to be installed or displayed in the common areas. Unauthorized signs will be removed by Landlord without notice.
6. Soliciting for any reason in the common areas requires prior written approval from the Landlord.
7. Distribution of sales flyers, pamphlets, or any type of advertising literature in the common areas, on parked cars, etc. is only permitted with the prior written approval of the Landlord. Distribution of sales flyers, pamphlets, or any type of advertising literature by anyone other than the tenants in the Shopping Center is not permitted.
8. Landlord reserves the right to change Landlord's sign criteria so long as the new sign criteria is uniformly enforced by the Landlord.
9. Tenant, its officers, agents, servants, employees, patrons, licensees, customers, visitors or invitees shall not bring into the Premises or keep on the Premises any fish, fowl, reptile, insect or animal, however, such shall not exclude the presence of an duly qualified service animal.
10. No additional locks shall be placed on any door in the Shopping Center without the prior written consent of Landlord. Landlord will furnish two keys to each lock on doors in the Premises and Landlord, upon request of Tenant, shall provide additional duplicate keys at Tenant's expense. Landlord may at all times keep a passkey to the Premises. All keys shall be returned to Landlord promptly upon termination of this Lease.
11. Tenant, its officers, agents, servants and employees shall not permit the operations of any musical or sound-producing instruments or device which may be heard outside the Premises without the express written consent of the Landlord, or which may emanate electrical waves which will impair radio or television broadcasting or reception from or in the Shopping Center.
12. Tenant shall give Landlord prompt notice of all accidents to or defects in air conditioning equipment, plumbing, and electric facilities or any part or appurtenance of the Premises.
13. The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage or damage resulting from a violation of this provision shall be borne by Tenant, who shall, or whose officers, employees, agents, servants, patrons, customers, licensees, visitors or invitees shall, have caused it.
14. Neither Tenant nor any officer, agent, employee, servant, patron, customer, visitor, licensee or invitee or any Tenant shall go upon the roof of the Shopping Center without the written consent of the Landlord.
15. If the premises demised to any tenant becomes infested with vermin, such tenant, at its sole cost and expense, shall cause its premises to be exterminated from time to time to the satisfaction of Landlord and shall employ such exterminators therefore as shall be approved by Landlord.





16. Tenant shall not make or permit any use of the Premises or the Shopping Center which, directly or indirectly, is forbidden by law, ordinance or governmental or municipal regulation, code or order or which may be disreputable or dangerous to life, limb or property.
17. Tenant shall not conduct its business and/or control officers, agents, employees, servants, patrons, customers, licensees and visitors in such a manner as to create any nuisance or interfere with, annoy disturb any other tenant or Landlord in its operation of the Shopping Center, or commit waste or suffer or permit waste to be committed in the Premises.
18. There shall be no smoking within the Premises or in any area of the Shopping Center not specifically designated otherwise. The patio is hereby specifically designated a smoking area.
19. Landlord shall not provide security to the Shopping Center. Tenant shall be responsible for providing its own security.

LL Initial           A           Tenant Initial           DS



**EXHIBIT C**  
**SIGN CRITERIA**

**PURPOSE:**

The purpose of this sign criteria is to give the Tenant an outline for the design and placement of Tenant's signs. In order to create and maintain a pleasant and appealing atmosphere in the Shopping Center, Tenant hereby agrees to submit sketches of said signs to Landlord for written approval before placing order for construction of signs. Upon meeting the requirements hereof, Landlord shall provide Tenant any requested owner's authorization required for the permitting and installation of the signage.

**LOCATION:**

1. Normal signing surface is parapet area above shop.
2. No roof-mounted signs allowed.
3. Creative placing of signs in other places will be considered by the Landlord and approved if attractive.

**TYPE SIGNS:**

1. Signs may be made up of individual letters illuminated on a raceway.
2. Sign material shall be subject to Landlord's approval.
3. Height of sign subject to Landlord's approval.
4. Length of sign not to exceed 80% of the width of the store front.
5. No exposed neon signs.
6. No moving, flashing, or rotating signs of any type.
7. No signs painted on walls or other surfaces.
8. No rear signs except letters less than 3" high on door.

**PYLON SIGN:** (if any)

1. The placement of Tenant Pylon Sign if any will be determined at the sole discretion of the Landlord, however Tenant shall be provided signage or the Pylon. Tenant shall pay the actual cost of the sign, graphics, and installation but shall not be required to lease the signage space from Landlord.
2. Once Landlord approves both the sign placement and the graphic's, Tenant at Tenant's expense may apply for the proper Permits and install the sign.

LL Initial AA Tenant Initial DS

**EXHIBIT D**  
**LEASEHOLD IMPROVEMENT ADDENDUM**

**LANDLORD'S WORK:** Landlord will construct office space for Tenant similar to the attached floor plan Exhibit D-1, to be built per code, the specifications and work to be performed to be determined between Landlord and Tenant. If Landlord and Tenant are unable to agree upon the specifications and work to be performed by Landlord then this Lease shall be null and void and of no further force and effect upon receipt of written notice by either party. If this Lease is so terminated, neither party shall have any obligation to the other party and neither party shall make any claim for any damages or other loss due to the termination of the Lease.

**TENANT'S WORK:**

A. Procedure for the Preparation and Approval of Working Drawings and Specifications.

If Tenant is required to have construction plans and drawings by the local governing authority, then, Tenant shall also deliver to Landlord for its review and approval two (2) sets of drawings and specifications for the Tenants proposed improvements to the Premises prior to filing. One set will be returned to Tenant and one set will be retained by the Landlord.

B. Tenant's Work.

All work not specifically described as Landlord's Work in Section B above shall be the obligation of Tenant and shall be performed in accordance with the plans and specifications as approved by Landlord but at the sole cost and expense of Tenant. Tenant's Work shall be at the sole expense of the Tenant and performed by licensed contractors within the applicable jurisdiction of the Premises and shall be subject to the approval of the Landlord, unless otherwise expressly provided herein.

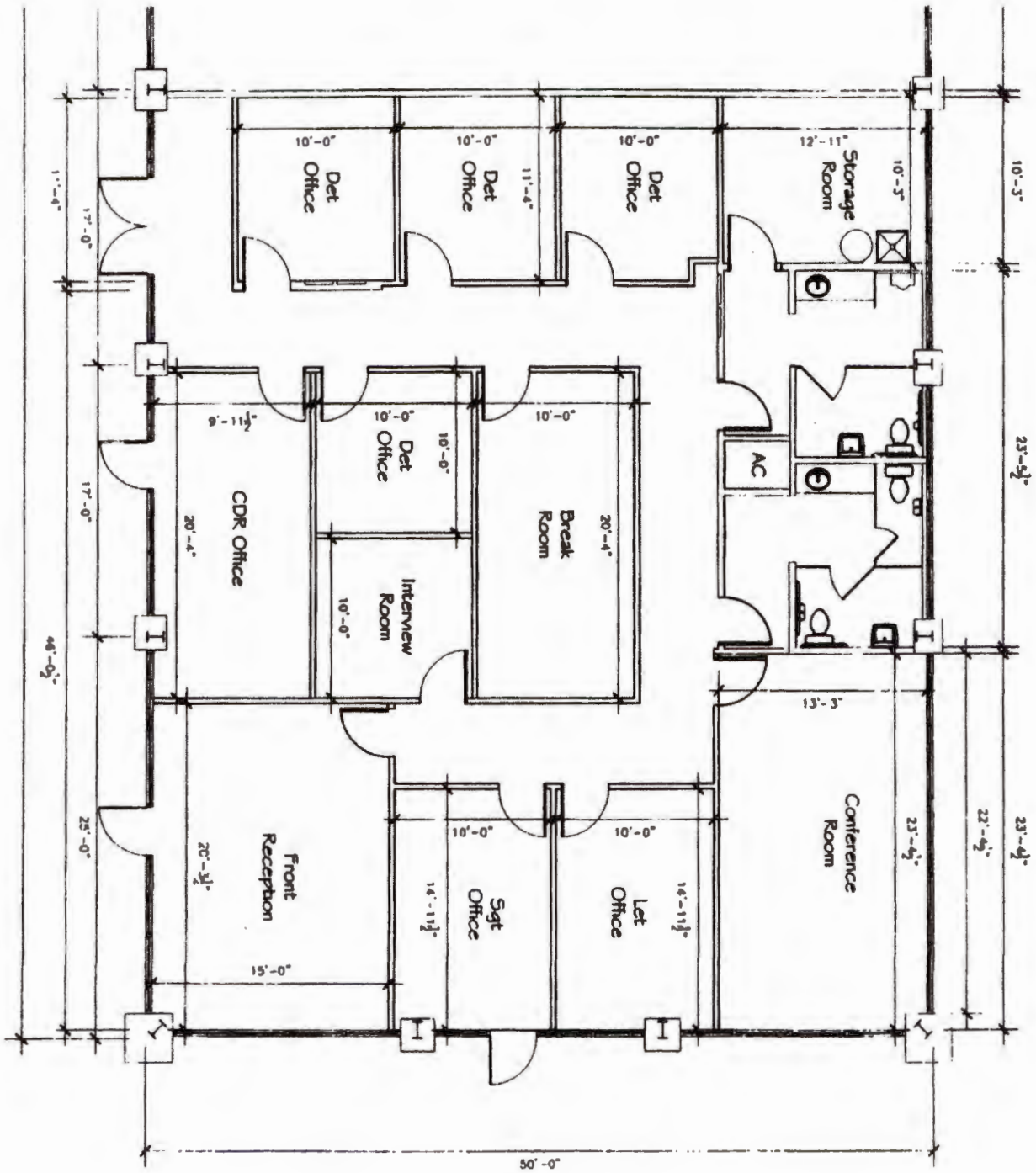
Upon completion of the improvements to the Premises, to the extent that Tenant is required to obtain the same by any governing authority, Tenant shall furnish Landlord: (i) a Certificate of Occupancy/Use; (ii) a notarized affidavit executed by Tenant stating that all work and materials performed or used in connections with the improvements to the Premises have been paid for by Tenant; (iii) true and correct original lien releases or waivers from general contractor and subcontractors; and (iv) Tenant's Certificate of Insurance for term of Occupancy.

Nothing contained in this Lease shall be construed to make Landlord liable to lienors, as defined by Chapter 713, Florida Statutes, or others for goods or services delivered by them in or upon the Leased Premises, or for debts or claims accruing to any such parties against Tenant or Tenant's contractors, subcontractors, materialmen, laborer or others working on their or Tenant's behalf ("Contractors"). Landlord shall not be liable for the failure of any Contractor to deliver the goods or perform the services to be delivered by them. Landlord may elect to record and post notices of non-responsibility on or in and about the Premises. All contracts entered into by Tenant with any Contractor shall be in writing and shall contain this paragraph and Tenant or any of its Contractors shall supply the written agreement to Landlord upon its request.

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EXHIBIT D - 1  
FLOOR PLAN



LL Initial  Tenant Initial 





2023 Aerial Imagery  
Date: 9/5/2024

**FOURTH LEASE  
MODIFICATION AND  
ASSIGNMENT AGREEMENT**

**ST. JOHNS COUNTY  
SHERIFF'S OFFICE  
SUBSTATION**



**Land Management  
Systems  
(904) 209-0764**

Disclaimer:  
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