

## **LEASE AGREEMENT**

**Landlord:**            **AMJ, LLC**

**Tenant:**            **BREVARD COUNTY NATURAL RESOURCES  
MANAGEMENT DEPARTMENT**

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## **LEASE AGREEMENT**

**THIS LEASE AGREEMENT** (“Lease”), effective on the date of the last signature, is entered into by AMJ, LLC (“Landlord”), and **BREVARD COUNTY NATURAL RESOURCES MANAGEMENT DEPARTMENT** (“Tenant”).

In consideration of the rents, covenants and agreements hereafter reserved and contained on the part of the Tenant to be observed and performed, the Landlord demises and leases to Tenant, and Tenant rents from Landlord, the Premises (hereafter defined) pursuant to the terms and conditions set forth in the Specific Provisions and the General Provisions hereinafter set forth.

## **SPECIFIC PROVISIONS**

Landlord’s Address: 1344 S. Apollo Blvd., Suite 400  
Melbourne, FL 32901

Tenant’s Address: 6300 N. Wickham Rd., Ste. 133-A  
Melbourne, FL 32940

Premises: Suite 133-A, 5,539 Rentable Square Feet (RSF) at Suntree Healthplex, 6300 N. Wickham Rd., Melbourne, FL 32940.

Effective Date: Upon the date of the full execution of this Lease.

Lease Term: Five (5) years from the Rent Commencement Date.

(a) Termination: Tenant shall have the option to terminate this lease, by giving written notice of that intention and identifying the early termination date to Landlord at least 365 days prior. Landlord shall have the option to terminate this lease, by giving written notice of that intention and identifying the early termination date to Tenant at least 365 days prior.

(b) Renewal Option: While this Lease is in full force and effect, provided that Tenant is not in default of any of the terms, covenants and conditions hereof beyond applicable cure periods, Tenant shall have the option to extend the Term of this Lease for two (2) additional term of five (5) years by providing Landlord written notice of such election no less than one hundred and eighty (180) days prior to expiration of the Lease Term. Such extension or renewal of the Term shall be on the same terms, covenants, and conditions as provided for in the then-current Term.

(c) Rent Commencement Date: The earlier of the first to occur: i) the date on which the Tenant has move-in occupancy and is open for business or, ii) October 1, 2024.

(d) Base Rent per month (excluding sales tax payable thereon): Seven Thousand Three Hundred Eighty-five and 33/100 Dollars (\$7,385.33), per month, escalated annually by the greater of Three percent (3%) or the increase in the Consumer Price Index (CPI).

(e) Additional Rent (excluding sales tax payable thereon): Common Area Maintenance (CAM) is estimated to be Five and 00/100 Dollars (\$5.00) per RSF, subject to annual reconciliation.

(f) Rent: Base Rent plus Additional Rent.

(g) Sales Tax: Tenant will pay all sales tax imposed on the total Base Rent and any other amounts paid under this Lease imposed at the rate currently in effect within the state and municipality having jurisdiction over the Premises. If Tenant is an entity exempt from sales tax, Tenant shall furnish Landlord with sufficient evidence to permit Landlord to refrain from collecting sales tax on amounts payable by Tenant under this Lease. Any changes with respect thereto shall not affect the liability of Tenant for all sales tax as may be imposed from time to time with respect to any obligations under this Lease.

(h) Utilities: Electricity is separately metered and shall be paid by Tenant. Water, sewer, and trash service are included in the CAM charge.

(i) Tenant Services: Tenant, at its sole cost and expense, is responsible and shall provide for its own telephone service, internet connections, janitorial service, pest control, and security system.

(j) Security Deposit: Nine Thousand Six Hundred Ninety-three and 25/100 Dollars (\$9,693.25).

(k) Prepaid Rent: First month's total rent (tax exempt), due upon Lease execution, Nine Thousand Six Hundred Ninety-three and 25/100 Dollars (\$9,693.25).

(l) Condition of Premises: Premises shall be delivered in "As-Is" condition, except that Landlord shall provide existing HVAC, mechanical, plumbing, and electrical systems in good working order, shall address and repair at its own expense the cause of the Premises ceiling water damage and shall have the Premises repainted and all carpet professionally cleaned.

(m) Signage: Façade signage must be internally illuminated channel letters on a raceway (may incorporate logo. All signage must conform to current building codes, be property permitted, and is subject to Landlord's review and approval, which shall not be unreasonably withheld. Pylon sign placement is available on the monument sign at Tenant's expense.

(n) Permitted Use of Premises: General administrative offices for the operation the Natural Resources Management Department of Brevard County, Florida.

(o) Brokers: V3 Commercial Advisors, LLC represents Landlord, and One Commercial Real Estate, Inc. represents Tenant. No other real estate agent is involved in this transaction.

(p) In the event of any conflict in the language between the Specific Provisions and the General Provisions, the language of the Specific Provisions shall prevail.

## **GENERAL PROVISIONS**

### **1. RENT**

**Payment.** The term Rent, as used herein, shall include Base Rent and Additional Rent. All Rent payments shall be due and payable at Landlord's Address or at such other place as may be designated in writing by Landlord, in advance without notice, deduction, setoff or demand, except as provided herein, on the Commencement Date (as hereinafter defined) of this Lease, and on the first day of each month thereafter, together with applicable sales tax on all such payments. In the event Landlord has not received such Rent and other payments by the tenth day after payment is due, Tenant shall pay a late charge equal to five percent (5%) of the amount of the Rent to cover Landlord's administrative costs, and all unpaid amounts shall bear interest from the first day of the month at the lesser of eighteen percent (18%) per annum or the maximum rate allowed by law. Adjustments to the Base Rent shall be made after the Commencement Date as set forth in the Specific Provisions and in Section 1(b). All payments due pursuant to this Lease shall be made in coin and currency which, at the time or times of payment, is legal tender for public and private debts in the United States of America. Payment of the Rent for any partial month during the term of this Lease shall be appropriately prorated.

**Base Rent.** The Base Rent per month shall be fixed at the amount set forth in the Specific Provisions for the initial twelve (12) months ("First Lease Year") of the Lease Term. At the end of the First Lease Year and every twelve (12) months ("Lease Year") thereafter during the term of this Lease as extended by the exercise of an option, the amount of Base Rent shall be increased and such increased amount shall then be the

Base Rent for the following Lease Year. The Base Rent for each Lease Year after the First Lease Year shall equal the Base Rent for the Lease Year just ended multiplied by a fraction the numerator of which is the Consumer Price Index, All Urban Consumers (1982-1984 = 100) reported by the United States Department of Labor, Bureau of Labor Statistics ("CPI") in effect two (2) months prior to the Lease Year just ended and the denominator of which is the CPI in effect two (2) months prior to the beginning of the First Lease Year. If, during the term of this Lease, the United States Department of Labor, Bureau of Labor Statistics, ceases to maintain the CPI, such other index or standard as will most fairly accomplish the aim and purpose of the CPI shall be used to determine the amount of any adjustment. Any publication by either the United States Department of Labor and United States Department of Commerce in which such index numbers are published shall be admissible in evidence in any legal or judicial proceedings involving this Lease without further proof of authenticity. In the event of any delay in computing the adjustment to the Base Rent for a Lease Year, Tenant shall continue payment of the most recent Base Rent until such time as the rental adjustment has been computed at which time an accounting will be made retroactive to the beginning of the applicable Lease Year and the amount then due shall be paid, upon demand, by Tenant. Notwithstanding anything contained herein to the contrary, the Base Rent shall be increased by no less than three percent (3%) per Lease Year.

Additional Rent. All expenses that Tenant assumes or agrees to pay in accordance herein or any other provision of this Lease, together with all interest and late charges that may accrue thereon in the event of the failure of Tenant to pay those items and all other damages, costs, expenses and sums that Landlord may suffer or incur, or that may become due by reason of any default of Tenant or failure by Tenant to comply with the terms and conditions of this Lease, shall be deemed to be Additional Rent and in the event of non-payment, Landlord shall have all the rights and remedies as herein provided for failure to pay Rent.

Sales Tax. Sales Tax shall be due and payable by Tenant on all sums paid in consideration of this Lease including, but not limited to Rent (Base Rent and Additional Rent), unless Tenant is an entity exempt from the payment of sales tax.

## **2. ADDITIONAL RENT**

Common Area Maintenance Costs. Landlord shall have responsibility for the operation and maintenance of all elevators, public restrooms and other common areas of the Project ("Common Areas"), and Landlord agrees to operate and maintain the Common Areas in good order and in a manner consistent with other properties of like kind and quality in the vicinity of the Project. Tenant shall pay, as Additional Rent, on a monthly basis, its Proportionate Share of all of Landlord's costs and expenses incurred in owning, operating, maintaining, repairing or otherwise associated with the Project ("Common Area Maintenance Costs"). By way of example, and without limiting the generality of the foregoing, said Common Area Maintenance Costs include: lawn care and landscaping;

insurance; and landscaped areas; resurfacing and all other costs and charges associated with parking facilities; maintenance and repair of the plumbing, electrical, lighting, mechanical and HVAC Systems; refuse removal; water and sewer charges for Common Areas; exterior painting; the cost of personnel to implement such services and to police the common facilities; ad valorem real estate taxes, non-ad valorem assessments and similar charges; utilities; janitorial; security services; maintenance contracts and repair or replacement costs for equipment; and other items pertaining to the Common Areas or which are required to maintain the common areas in well-kept, good repair, and attractive condition, but specifically excluding anything which would constitute a capital expenditure. Notwithstanding anything to the contrary set forth hereinabove none of the following costs and expenses shall be included in Common Area Maintenance Costs: (i) any rent or other payments on underlying leases, (ii) any principal, interest or other payments due on debts, (iii) leasing and marketing expenses for the Project, (iv) any payments for services to the Project made to entities affiliated to or related to Landlord to the extent the payments exceed fair market value for the services, (v) any costs that are necessary to comply with laws in effect as of the date of this Lease, (vi) any costs for providing services to other tenants of the Project, (vii) any costs for which Landlord is reimbursed by insurance, warranties, or otherwise and (viii) any costs or fees in connection with the acquisition and development of the Project including exactions by governmental authorities such as impact fees.

Payment Method. Landlord may estimate the amount of Additional Rent payable during any Lease Year based upon items of Additional Rent paid for immediately preceding Lease Year and any known increases for the current Lease Year. Tenant shall pay Landlord one-twelfth (1/12<sup>th</sup>) of the Additional Rent estimated by Landlord for such Lease Year. At the end of each Lease Year, Landlord shall furnish to Tenant a statement showing in reasonable detail the amount of Common Area Maintenance Costs for the preceding Lease Year. In the event that the estimated Common Area Maintenance Costs paid by Tenant exceed the actual Common Area Maintenance Costs for such Lease Year, then such excess shall constitute a credit to Tenant against the monthly installment of Base Rent next due from Tenant to Landlord. Conversely, should the estimated Common Area Maintenance Costs paid by Tenant be less than the actual Common Area Maintenance Costs for such Lease Year, then Landlord shall compute the difference and collect this deficiency from Tenant within thirty (30) days of Tenant's receipt of such demand. Upon such annual adjustment, the estimated Common Area Maintenance Costs to be made by Tenant for the ensuing Lease Year shall be adjusted accordingly. Upon computation of the Common Area Maintenance Costs and the corresponding adjustment of the estimated Common Area Maintenance Costs for the current Lease Year and the communication of that adjustment by Landlord to Tenant, then Tenant shall pay, with the monthly installment of Base Rent and the adjusted estimated Common Area Maintenance Costs next due following communication of such adjustment, the difference, if any, between the monthly estimated Common Area Maintenance Costs for the preceding Lease Year and the monthly estimated Common Area Maintenance Costs for the current Lease Year, multiplied by the



number of months, if any, elapsed during the then current Lease Year prior to such communication. In no event shall Landlord's delay in computation of such adjustment or the communication thereof to Tenant relieve Tenant of Tenant's obligation to pay monthly estimated Common Area Maintenance Costs each month during the Term hereof.

Other Items. Any and all amounts payable by Tenant other than Base Rent hereunder shall be deemed Additional Rent. In the event Tenant shall fail to perform any obligation required of it under this Lease, Landlord shall be entitled to perform such obligation and charge the cost thereof as Additional Rent. Any such amount shall be payable within thirty (30) days after Landlord's delivery of an invoice to Tenant therefor.

### **3. SECURITY DEPOSIT**

Tenant, concurrently with the execution of this Lease, has deposited with Landlord the Security Deposit, receipt of which is hereby acknowledged by Landlord. The Security Deposit shall be retained by Landlord as security for the payment by Tenant of the Base Rent and Additional Rent herein agreed to be paid by Tenant and for the faithful performance by Tenant of the terms and covenants of this Lease. It is agreed that Landlord, at Landlord's option, may at any time that Tenant is in default under this Lease beyond any applicable grace period and has not cured such default in accordance with the terms hereof, apply all or any part of the Security Deposit towards the payment of past due Rent and all other past due sums payable by Tenant hereunder, and towards the performance of each and every of Tenant's covenants under this Lease. Tenant's covenants and liabilities under this Lease shall be discharged by such application of the Security Deposit only to the extent of the amount applied. If Landlord applies all or any part of the Security Deposit towards the payment of past due Rent or any other past due sums payable by Tenant hereunder, or towards the performance of any of Tenant's covenants under this Lease, Tenant shall deposit such additional sum(s) of money with Landlord as are necessary to restore the Security Deposit to the total amount specified hereunder. Tenant shall make such additional deposit(s) within ten (10) days of Landlord's request therefor. Tenant's failure to make such additional deposit(s) shall constitute a default hereunder. Landlord shall not pay any interest on the Security Deposit. If Landlord repossesses the Premises because of Tenant's default or breach, Landlord may apply all or any portion of the Security Deposit to compensate Landlord for the damages it has suffered to the date of the repossession and may at its option retain the remainder to apply against such damages as may be suffered by Landlord thereafter by reason of the default or breach. Provided there exists no uncured event of default at the expiration or earlier termination of this Lease, the Security Deposit shall be returned to Tenant in full within twenty (20) business days following such expiration or termination. Tenant covenants that it will not assign or encumber the monies deposited herein as security and that neither Landlord nor its successors or assigns shall be bound by any such assignment or encumbrance. In the event of a transfer of Landlord's interest hereunder, then Landlord shall have the right to transfer the Security Deposit to Landlord's successor in interest.

#### **4. COMMENCEMENT OF LEASE TERM**

The Lease Term shall commence as provided in the Specific Provisions.

#### **5. UTILITIES**

Tenant shall pay for all utilities used or consumed in or with respect to the Premises, which shall include, but not be limited to, charges for electricity, (water and sewer included in CAM), gas and telephone. Tenant shall separately arrange with, and pay directly to, the applicable local authorities or utilities, as the case may be, for the furnishing of utility services required by Tenant in the use of the Premises.

#### **6. CONDITION OF PREMISES**

On the Commencement Date, Tenant shall accept the Premises, including the Project, in its existing condition and state of repair. Tenant understands and agrees that Landlord is furnishing the Premises to Tenant in an “AS IS” condition, except as noted otherwise herein in “Condition of the Premises” under “Specific Provisions”, without any warranty, express or implied, all of which warranties are disclaimed, except the warranty of habitability. Landlord has not agreed to undertake any modification, alteration or improvement to the Premises prior to the Commencement Date except that Landlord shall provide existing HVAC, mechanical, plumbing, and electrical systems in good working order. In addition, Landlord shall have the Premises repainted and all carpet professionally cleaned. The taking of possession of the Premises by Tenant shall conclusively establish that the Premises are at such time in satisfactory condition.

#### **7. REPAIRS; MAINTENANCE OF PREMISES**

Landlord shall maintain the roof, exterior walls, doors, and windows of the Project, excepting any improvements done by or on behalf of Tenant; provided that Tenant shall give Landlord prior written notice of the necessity of any repairs and provide further, that if any repairs required by reason of the negligence or intentional misconduct of Tenant or any of its agents, employees or invitees, Landlord may make such repairs and add the cost thereof to the next installment of rent. Any failure by Landlord to furnish, or delay in furnishing, any maintenance or services required of Landlord under this Lease, when such failure is caused by acts of God; accident; breakage; strikes; lockouts; other labor disputes; the making of repairs, alterations or improvements to the Premises; inability to obtain an adequate supply of fuel, steam, water, electricity, labor or other supplies; or by any other condition beyond Landlord's reasonable control, including, without limitation, any governmental energy conservation program, shall not constitute a default by Landlord under this Lease, shall not render Landlord liable for any damages directly or indirectly resulting from such failure or delay, shall not permit Tenant to abate any Rent or relieve

from any of its obligations under this Lease, shall not constitute a constructive or other eviction of Tenant, and shall not entitle Tenant to any damages resulting from such failure or delay.

Except as herein provided, Tenant shall keep the Premises in good order and clean and attractive appearance, making alterations, replacements and modifications at its own expense, and using material and labor of a kind and quality equal to the original work.

At the expiration or earlier termination of this Lease, Tenant shall surrender the Premises in the same condition as when received, reasonable wear and tear and, subject to Tenant's obligations under this Lease, casualty or condemnation excepted.

This Section 7 shall not apply in the event of damage caused by fire or other casualty as described in Section 13.

## **8. ALTERATIONS**

Tenant shall not make any alterations, improvements, or additions to the Premises during the term of the Lease or any extension thereof without first obtaining the written consent of Landlord. Landlord shall be entitled to approve any contractor engaged by Tenant to perform any alterations, improvements or additions to the Premises. Tenant shall not cut or drill into, or secure any fixture, apparatus, or equipment of any kind to any part of the Premises without first obtaining written consent of Landlord. All such alterations, improvements, and additions made by Tenant shall remain upon the Premises at the expiration or earlier termination of the Lease and shall become the property of Landlord, unless Landlord shall, prior to such termination, have given written notice to Tenant to remove same, in which event Tenant shall remove such alterations, improvements, and additions and restore the Premises to the same good order and condition in which they were in at the Commencement Date. Should Tenant fail to do so, Landlord may do so collecting the cost and expense thereof from Tenant as Additional Rent.

## **9. AFFIRMATIVE COVENANTS OF TENANT**

### **(a) Tenant covenants that it shall:**

Comply with the terms of any and all state or federal statutes or local ordinances or regulations applicable to Tenant or its use of the Premises, and save and hold the Landlord harmless from penalties, fines, costs, expenses, or damages resulting from Tenant's failure to do so.

Give Landlord prompt written notice of any material accident, fire, or damage occurring on or to the Premises.

Conduct its business on the Premises in a dignified manner and keep the Premises in first-class condition in accordance with high standards of operation.

Comply with all rules and regulations of the Landlord in effect at the time of the execution of the Lease. in

Pay to Landlord, as Additional Rent, on demand, all sums disbursed or deposited by Landlord pursuant to the foregoing paragraphs of this provision.

Pursuant to Florida Statutes Section 713.10, Tenant shall have no power or authority to create any lien or permit any lien to attach to the Premises, reversion or other estate of Landlord in the Premises, or other improvements thereof, and such interest shall not be subject to liens for improvements made by or on behalf of Tenant. Therefore, Tenant agrees to do all things reasonably necessary to prevent the filing of any mechanic's or other liens against the Premises or any part thereof by reasons of work, labor, services, or materials supplied or claimed to have been supplied to Tenant, or anyone holding the Premises, or any part thereof, through or under Tenant. If any such lien shall at any time be filed against the Premises or any of such other interests, Tenant shall cause the same to be discharged of record within thirty (30) days after the date of filing of the same. If Tenant shall fail to discharge such lien within said period, then, in addition to any other right or remedy of Landlord resulting from Tenant's default, Landlord may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by giving security or in such other manner as is, or may be, prescribed by law.

#### **10. NEGATIVE COVENANTS OF TENANT**

(a) Tenant covenants that it shall not do any of the following without the prior consent in writing of Landlord:

Use or operate any machinery which emits any noises or noxious odors from the Premises.

Do or suffer to be done, anything objectionable to the fire insurance companies whereby the fire insurance or any other insurance now in force or hereafter to be placed on the Premises or any part thereof, shall become void or suspended, or be rated as a more hazardous risk than at the date when Tenant receives possession hereunder. In the case of a breach of this covenant, which Tenant does not cure within thirty (30) days of notice from Landlord, in addition to all other remedies of Landlord hereunder, Tenant shall pay to Landlord as Additional Rent any increase of premiums on any such insurance, which increase is caused solely by the occupancy of Tenant.

Commit or suffer to be committed by any person, any waste upon the Premises or any nuisance or other unauthorized act which may disturb the quiet enjoyment of any occupant of Landlord's property.

Tenant shall neither use nor occupy the Premises or any part thereof for any unlawful or ultra-hazardous purpose nor operate or conduct its business in a manner constituting a nuisance of any kind in the reasonable and non-discriminatory judgment of Landlord. Tenant shall immediately on discovery or notice of any unlawful, or hazardous use, take action to halt such activity.

## **11. INFECTIOUS WASTE DISPOSAL AND SOLID WASTE DISPOSAL**

Tenant shall abide by all municipal, county, state and federal statutes, laws, ordinances, administrative rules and regulations and guidelines applicable to the disposal of "Hazardous Waste Materials" as hereinafter defined. Tenant shall not deposit or dispose of any Hazardous Waste Materials which requires special handling into the waste disposal facilities provided by Landlord. TENANT ACKNOWLEDGES AND AGREES THAT IT IS THE SOLE RESPONSIBILITY OF THE TENANT TO ASCERTAIN AND COMPLY WITH THE HANDLING AND DISPOSAL OF WASTE, INCLUDING HAZARDOUS WASTE MATERIALS OR ANY OTHER MATERIAL FROM THE PREMISES.

(i) For purposes of this Lease, "Hazardous Waste Materials" shall mean any matter giving rise to liability under (1) the Resources Conservation Recovery Act as amended by the Hazardous and Solid Waste Amendments of 1984, as now or hereafter amended ("RCRA") 42 U.S.C. Sections 6901 et seq., (2) the Comprehensive Environmental Response, Compensation and Liability Act as amended by the Superfund Amendments and Reauthorization Act of 1986, as now or hereafter amended ("CERCLA"), 42 U.S.C. Sections 9601 et seq., (3) the Toxic Substances and Control Act, as now or hereafter amended ("TSCA"), 15 U.S.C. Sections 2601 et seq., (4) the Clean Air Act, as now or hereafter amended ("CAA"), 42 U.S.C. Sections 7401 et seq., (5) any Florida statute governing the generation, storage, disposition, release or existence of hazardous substances, (6) any common law theory based on nuisance or strict liability, and (7) any other applicable law (collectively, the "Hazardous Waste Materials Laws.").

As of the date hereof, Landlord has no knowledge of any violation of any Hazardous Materials Laws with respect to the Premises. Landlord shall indemnify and hold harmless Tenant from and against any and all claims arising from or in connection with any act, omission or negligence of Landlord relating to or arising out of the disposal of Hazardous Waste Materials at the Premises by Landlord, together with all costs, expenses and liabilities in connection with each such claim or action or proceeding brought thereon, including, without limitation, all attorneys' fees and expenses actually incurred and at a reasonable hourly rate. In the event Tenant discovers the violation of any Hazardous Materials Laws

with respect to the Premises, then Tenant shall immediately notify Landlord of such violation and Landlord shall promptly take all action reasonably necessary to remediate such violation.

## **12. RIGHTS OF LANDLORD**

Landlord reserves in addition to any rights reserved herein, the following rights with respect to the Premises:

At all reasonable times, and with reasonable notice to Tenant, to go upon and inspect the Premises provided it does not unreasonably disrupt the Tenant's business, and at its option to make repairs, alterations, and additions required under this Lease to be made by Landlord thereto. If Tenant shall not be personally present, to open and permit an entry by Landlord into the Premises, and if any entry therein shall be necessary in the case of an emergency, Landlord or Landlord's agents may make forcible entry without rendering Landlord or such agent liable therefore and without in any manner affecting the obligations and covenants of this Lease. Tenant hereby grants Landlord the necessary licenses to carry out the terms of this provision.

After notice from either party of intention to terminate this Lease, or at any time within three (3) months prior to the expiration of the Lease Term or any extension term, to display "For Lease" signs, which signs may be placed upon the Premises at any reasonable hour, both during and after normal business hours.

To change the name of the Project or street address of the Project without notice or liability to Tenant and to decorate, remodel, repair or otherwise alter the exterior of the Project.

The reasonable exercise of any right reserved to Landlord in this provision, or otherwise, shall not be deemed an eviction or disturbance of Tenant's use and possession of the Premises and shall not render Landlord liable in any manner to Tenant or to any other person.

## **13. DAMAGE TO PREMISES**

If through no fault or negligence of Tenant, its employees, agents, or invitees, the Premises shall be damaged by fire or other casualty of the kind insured against in standard policies of fire insurance with extended coverage, but are not thereby rendered untenable, Landlord shall promptly, after receipt of insurance proceeds, cause such damage to be repaired to the extent of insurance proceeds received, and the Rent shall not be abated. If, by reason of such occurrence, the Premises shall be rendered untenable only in part, Landlord shall promptly, after receipt of the insurance proceeds, cause the damage to be repaired to the extent of insurance proceeds received and, meanwhile, Rent shall be abated proportionately as to the portion of the Premises rendered untenable. If

the Premises shall be rendered wholly untenable by reason of such occurrence, Landlord may promptly upon receipt of the insurance proceeds cause such damage to be repaired to the extent of insurance proceeds received and the Rent meanwhile shall be abated in whole, provided, however, that there shall be no extension of the terms of the Lease by reason of such abatement, or in the alternative, Landlord may terminate the Lease by notice to Tenant, such notice to be given within thirty (30) days of the event rendering the Premises wholly untenable. Such termination by Landlord shall not affect any prior defaults of Tenant.

Any damage caused by any intentional or gross negligent act of Tenant, its employees, agents, or invitees shall be Tenant's responsibility and shall result in no Rent abatement.

Landlord shall use its best efforts to notify Tenant, within thirty (30) days after the applicable event, of the estimated time, in Landlord's reasonable judgment, required to repair any such damages or destruction to the Premises, provided that such notice period shall be extended for delays with respect to insurance settlements, mortgagee due diligence, and contract bidding and negotiation. Except as herein provided, there shall be no obligation of Landlord to repair or rebuild in case of fire or other casualty.

#### **14. INDEMNIFICATION AND INSURANCE REQUIREMENTS**

Tenant shall:

(a) At all times during the term hereof, keep in force, at its own expense, commercial general liability insurance with an insurance company licensed to conduct business in the State of Florida and naming as additionally insured Landlord, Tenant, and any mortgagee holding a mortgage encumbering Landlord's property with minimum combined limits of one million dollars (\$1,000,000.00) on account of bodily injuries to or death of any person and on account of damage to property, each on an occurrence basis. Nothing in this section is intended to nor shall it constitute a waiver of the sovereign immunity of Brevard County. Further, the COUNTY's liability hereunder shall be subject to the COUNTY's common law right of sovereign immunity and limited to the extent of the protections of and limitations on damages as set forth in Section 768.28, Florida Statutes.

At all times during the term hereof, keep in force, at its own expense, insurance in companies acceptable to Landlord in an amount not less than one hundred percent (100%) of the replacement costs of Tenant's personal property and trade fixtures on the Premises.

At all commercially reasonable times during the term hereof, keep in force, at its own expense, worker's compensation insurance for all employees of Tenant and commercially reasonable business interruption insurance.

Furnish to Landlord within ten (10) days prior to Commencement Date, certificates evidencing coverage required by the Lease. All policies required hereunder shall contain an endorsement providing that the insurer will not cancel or materially change the coverage of such policies without first giving thirty (30) days prior written notice thereof to Landlord and also containing the terms of this provision.

Landlord shall purchase and maintain, at all times during the term of this Lease "all risks" property insurance covering the Premises, including but not limited to, any of Tenant's betterments and improvements to the Premises, in an amount not less than eighty percent (80%) of the replacement cost of the Project and its interior improvements. Landlord shall not be required to insure for loss or damage to glass windows and doors.

Each party (the First Party) hereby releases the other party, such other party's employees, agents, officers, and directors and each of their affiliates, employees, agents, officers and directors (collectively, the "Released Parties") from all liability whether for negligence or otherwise, in connection with any loss covered by any insurance policies which the First Party carries with respect to the Premises or any interest or property therein or thereon (whether or not such insurance is required to be carried under this Lease). The parties agree that each of their all-risks property insurance policies will include a clause to the effect of this release provided herein. Nothing in this section is intended to nor shall it constitute a waiver of the sovereign immunity of Brevard County. Further, the COUNTY's liability hereunder shall be subject to the COUNTY's common law right of sovereign immunity and limited to the extent of the protections of and limitations on damages as set forth in Section 768.28, Florida Statutes.

## **15. WAIVER OF CLAIMS**

Landlord, Landlord's agents, employees, and contractors and their respective affiliates, employees, agents, officers and directors, shall not be liable (except for acts of willful misconduct or negligence), and Tenant hereby releases all claims, for damages to person or property sustained by Tenant or any person claiming through Tenant resulting from any fire, accident, occurrence, or condition in or upon the Premises, which claims include, but are not limited to, claims for damage resulting from: (i) any defect in or failure of plumbing, heating, or air conditioning equipment, electrical wiring or installation thereof, water pipes, stairs, railings, or walks; (ii) any equipment or appurtenances becoming out of repair; (iii) the bursting, leaking, or running of any tank, washstand, water closet, waste pipe, drain or any other pipe or tank in, upon or about the Premises; (iv) the backing-up of any sewer pipe or downspout, (v) the escape of steam or hot water; (vi) water being upon or coming through the roof or any other place upon or near the Premises; (vii)



the falling of any fixture, plaster, or stucco; (viii) broken glass; (ix) any act, negligence, or omission of Tenant or other occupants of the Premises; and (x) vandalism or theft. Similarly, to the extent Landlord suffers any damage to any portion of the Premises of the type described in (i) through (x) above and such damage is covered by insurance of the type and amount required to be carried by Landlord pursuant to the terms of this Lease, Landlord hereby waives all claims against Tenant, its agents, employees and contractors with respect to such damage.

(a) In the event Tenant's contents in the Premises are damaged or destroyed by fire or other insured casualty, the rights, if any, of Tenant against Landlord or any of their respective affiliates, employees, agents, officers and directors, with respect to such damage or destruction are waived; and all policies of fire and extended coverage or other insurance covering Tenant's contents in the Premises shall contain a clause or endorsement providing in substance that the insurance shall not be prejudiced if the insured has waived its right of recovery from any person or persons prior to the date and time of loss or damage, if any.

(b) **Nothing in this agreement is intended to nor shall it constitute a waiver of the sovereign immunity of Brevard County. Further, the COUNTY's liability hereunder shall be subject to the COUNTY's common law right of sovereign immunity and limited to the extent of the protections of and limitations on damages as set forth in Section 768.28, Florida Statutes.**

## 16. TRADE FIXTURES

Any and all improvements to the Premises, except trade fixtures, shall remain a part of the Premises, and in no event may be removed by or on behalf of Tenant during the Lease Term or any extension thereof, or upon the expiration or earlier termination of this Lease or any extension thereof, except as otherwise provided in this Lease. All trade fixtures installed by Tenant, shall remain the property of Tenant and shall be removable at the expiration or earlier termination of the Lease or any renewal or extension thereof, provided Tenant shall not at such time be in default of any provision herein beyond any applicable grace or cure period; and provided, further, that in the event of such removal, Tenant shall have repaired the damage caused by such removal, and promptly restored the Premises to its original order and condition. Any such trade fixture not removed at or prior to such termination shall become the property of Landlord. Light fixtures, and air conditioning/heating and plumbing equipment, whether or not installed by Tenant, shall not be removable at the expiration or earlier termination of the Lease, or at the expiration of any renewal or extension thereof, and shall become the property of Landlord. If the removal of trade fixtures would leave any wall or floor indentations or other non-standard improvement finishes, then the obligation of Tenant to restore the Premises (as a condition of removal of any such trade fixtures) includes the obligation to eliminate any such indentations or other non-standard improvement finishes and paint or otherwise finish the applicable areas in the same manner as surrounding areas, such that, in the reasonable judgment of Landlord,

Landlord shall not be required to incur any expense to make the Premises ready for a successor tenant as relates to the areas of the Premises from which trade fixtures have been removed.

#### **17. ASSIGNING, MORTGAGING, SUBLETTING**

Tenant shall not directly or indirectly assign, create a security interest in, pledge, mortgage, or encumber any legal or equitable interest in the Lease, in whole or in part, or sublet the whole or any part of the Premises, or permit the use of the whole or any part hereof by a licensee or concessionaire or any person without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld. In the event that such assignment, subletting, licensing, or granting of a concession is consented to, Tenant shall nevertheless remain liable for the performance of all the provisions of the Lease. Any transfer, sale, pledge, or other disposition, in any single transaction or cumulatively during the term of the Lease or any renewal or extension thereof, of a legal or an equitable interest in as much as fifty percent (50%) of the shares or assets of Tenant shall be deemed an assignment of the Lease, and prohibited without the express written consent of Landlord as provided above.

Landlord reserves the right to assign its interest under this Lease, provided such assignee assumes Landlord's obligations hereunder. Upon receipt of notice of any assignment by Landlord, Tenant shall fulfill each and every obligation and make all payments required under this Lease to such assignee, and Tenant further agrees that, upon receipt of notice of any assignment by Landlord, Tenant will execute any acknowledgement, consent or attornment agreement that Landlord or said assignee may require. In the event of the sale of the Premises and any assignment of this Lease, Landlord shall have the right to transfer the Security Deposit, and Tenant agrees to look to the new landlord solely for the return of said Security Deposit and for the performance of the terms, covenants and conditions of this Lease to be performed by Landlord. It is agreed that the provisions hereof shall apply to every transfer or assignment made of the Security Deposit to a new landlord.

#### **18. SUBORDINATION; ATTORNMENT**

Tenant shall, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Landlord covering the Premises, attorn to the purchaser upon any foreclosure of sale and recognize such purchaser as Landlord under the Lease. Additionally, in the event of the sale of Landlord's interest in the Premises, Tenant shall attorn to the purchaser thereof and Landlord shall be relieved of its obligations hereunder.

#### **19. PERFORMANCE OF TENANT'S COVENANTS**

Tenant shall perform all of the covenants and conditions on its part to be performed, and it will immediately upon receipt of written notice, where notice of non-performance is required by the Lease, comply with the requirements of such notice, and, further, if Tenant shall violate any covenant or condition herein and does not cure such violation within the applicable cure period herein, Landlord may at its option do or cause to be done any or all of the things required of Tenant by the Lease. In so doing Landlord shall have the right to cause its agents, employees, and contractors to enter upon the Premises (subject to restrictions on Landlord entering the Premises as contained elsewhere in the Lease), and in such event shall have no liability to Tenant for any loss or damages resulting in any way (except negligence or willful misconduct) from such action. Tenant hereby grants Landlord all necessary licenses required to carry out the terms of this provision. Tenant shall pay to Landlord, within twenty (20) days of written demand, any monies paid or expenses incurred by Landlord in taking such actions, including attorneys' fees and such sums shall be collectible from Tenant as Additional Rent hereunder.

## **20. CUSTOM AND USAGE**

Any law, usage, or custom to the contrary notwithstanding, Landlord shall have the right at all times to enforce the covenants and conditions of the Lease in strict accordance with the terms hereof, notwithstanding any conduct or custom on the part of Landlord in refraining from so doing at any time or times. The failure of Landlord at any time to enforce its rights under such covenants and conditions strictly in accordance with the same shall not be construed as having created a custom or estoppel in any way or manner contrary to the specific covenants and conditions of the Lease or as having in any way or manner modified or waived the same.

## **21. SURRENDER AND HOLDING OVER**

Tenant, upon expiration or termination of the Lease, either by lapse of time or otherwise, shall peaceably surrender to Landlord the Premises in broom-clean condition and in good repair as required in the Lease ordinary wear and tear and fire and other casualty, condemnation or Landlord's negligence, willful misconduct or failure to repair excepted. In the event that Tenant shall fail to surrender the Premises upon demand, Landlord, in addition to all other remedies available to it hereunder, shall have the right to receive as liquidated damages for all the time Tenant shall so retain possession of the Premises or any part thereof, an amount equal to twice the Base Rent specified in the Lease, as applied to such period together with all other payments required hereunder as Additional Rent.

If Tenant remains in possession of the Premises with Landlord's consent but without a new Lease in writing and duly executed, Tenant shall be deemed to be occupying the Premises as a Tenant from month to month, but otherwise subject to all the covenants and conditions of the Lease.

## **22. CONDEMNATION**

If the whole or any material part of the Premises shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, this Lease shall, at the election of the Landlord or Tenant to be exercised by written notice to the other party within thirty (30) days of such taking or condemnation, cease and terminate as of the date on which title shall vest thereby in that authority and the Rent reserved hereunder shall be apportioned and paid up to date. The Premises shall be considered totally taken if a portion of the Premises is taken thereby preventing or substantially impairing Tenant's operation and business on the Premises.

If the Premises are partially taken by condemnation and this Lease is not otherwise terminated, this Lease shall terminate as to that portion of the Premises taken upon the date the condemnor acquires the right to possession thereof, but shall continue in full force and effect as to the remainder of the Premises. The Premises shall be considered partially taken hereunder in the case of any taking in which the Premises is not totally or materially taken as described in Section 22(a) above. In the event of a partial taking, the Rent payable after the date on which Tenant shall be required to surrender possession of such portion shall be reduced in proportion to the decreased use suffered by Tenant as the parties may agree or as shall be determined by arbitration.

Notwithstanding any other provision herein to the contrary, in the event a partial condemnation renders the Premises unusable by Tenant for its intended use, then such partial condemnation shall be considered a whole condemnation in accordance with Section 22(a) above.

In the event of any taking or condemnation in whole or in part, the entire resulting award of consequential damages shall belong to Landlord without any deduction therefrom for the value of the unexpired term of this Lease or for any other estate or interest in the Premises now or later vested in Tenant. Tenant assigns to Landlord all its right, title, and interest in any and all such awards. However, Tenant shall not be prohibited from pursuing its own action for damages against the condemning authority.

In case of any governmental action not resulting in the taking or condemnation of any portion of the Premises but creating a right to compensation therefor, or if less than a fee title to all or any portion of the Premises shall be taken or condemned by any governmental authority for temporary use or occupancy, and provided such condemnation shall not have reduced significantly the previously available parking for Tenant, this Lease shall continue in full force and effect without reduction or abatement of rent.

### **23. FORCE MAJEURE**

In the event that Landlord shall be delayed or hindered in or prevented from doing or performing any act or thing required hereunder by reason of any matters beyond the reasonable control of Landlord, then Landlord shall not be liable or responsible for any such delays and the doing or performing of such act or thing shall be extended for a period equivalent to the period of such delay and this Lease and the obligations of Tenant to pay Rent hereunder and perform and comply with all of the terms and provisions of this Lease shall in no way be affected, impaired, or excused.

### **24. ESTOPPEL STATEMENT**

Within ten (10) days after request therefor by Landlord or any mortgagee, or in the event of any sale, assignment or hypothecation of the Premises by any of them, Tenant shall deliver to Landlord or such mortgagee, as the case may be, an estoppel statement in form acceptable to the requestor (and signed by Tenant, if an individual, or properly authorized representative of Tenant if Tenant is not an individual) certifying that the Lease is in full force and effect, that Tenant is in possession, that Tenant has commenced the payment of rent, that there are no defenses or offsets to the Lease claimed by Tenant and any other information required reasonably by the requestor.

### **25. EVENTS OF DEFAULT**

The occurrence of any of the following shall, in addition to any other events of default provided herein, constitute an event of default hereunder:

The filing of a petition by or against Tenant or any Guarantor of this Lease for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of Tenant or any Guarantor or Tenant's or any Guarantor's property; or an assignment by Tenant or any Guarantor for the benefit of creditors; or the taking possession of the property of Tenant or any Guarantor by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of Tenant or any Guarantor; or if a temporary or permanent receiver or trustee shall be appointed for Tenant or any Guarantor or for Tenant's or any Guarantor's property and such temporary or permanent receiver or trustee shall not be discharged within thirty (30) days from the date of appointment; or any other execution, levy, attachment or other process of law upon Tenant's or any Guarantor's interest in the leasehold estate or any part thereof.

Failure of Tenant to pay when due any installment of Rent hereunder and/or any other sum herein required to be paid by Tenant, and the continuation of such failure for ten (10) days.

Tenant's removal or attempt to remove Tenant's goods or property from or out of the Premises other than in the ordinary and usual course of business, without having first paid and satisfied Landlord for all Rent which may have become due prior to such removal.

Except as otherwise permitted herein, the transfer or attempted transfer of any legal or equitable interest whether by operation of law or otherwise of the Lease or Tenant's interest in the Lease.

Tenant's failure to perform or observe any other provision of the Lease within thirty (30) days after written notice and demand, provided that, if such failure is of such a character as not to permit compliance within such thirty (30) day period in the reasonable opinion of Landlord, then Tenant's failure to proceed diligently and immediately upon receipt of notice to commence the cure of such failure, and thereafter to complete such cure with all reasonable dispatch within forty-five (45) days after written notice from Landlord.

Violation of the use of Premises provisions found in Section 40 herein.

## **26. LANDLORD'S REMEDIES UPON DEFAULT BY TENANT**

Upon the occurrence of any event of default as set forth herein, Landlord, at its option, may at such times as it may determine, concurrently or successively, without being deemed to have waived rights or to have made an election of remedies in any circumstance, do any or all of the following in addition to any right or remedy provided by law or allowed in equity:

Landlord may serve upon Tenant notice that the Lease shall terminate on a date specified in such notice, to be not less than ten (10) days after the date of such notice, and the Lease, as well as the right, title, and interest of Tenant hereunder shall, except as to the rights and remedies of Landlord upon termination as provided herein, terminate in the same manner and with the same force and effect as if the date filed in such notice were the date originally specified for the expiration of the Lease Term; and Tenant shall then immediately quit and surrender to Landlord the Premises, including any improvements thereon, and Landlord may then or at any time thereafter, enter into and repossess the Premises, opening locked doors, if necessary, to effect such entrance and may remove all occupants and any property thereon without being liable for any action or prosecution of any kind for such entry or the manner thereof or loss of or damage to any property upon the Premises.

Without terminating the Lease and without notice, Landlord may, enter into and repossess the Premises, opening locked doors if necessary, to effect such entrance and may remove all occupants and any property thereon without being liable for any action or prosecution of any kind for such entry or the manner thereof or loss of or damage to any property upon the Premises. Landlord may in its discretion and in addition to its other rights

and remedies, store Tenant's property in a public warehouse or at a place selected by Landlord, at the expense of Tenant.

In the event of either (i) or (ii) above, Landlord may, but shall not be obligated to, obtain possession of the Premises only by any judicial proceeding, which it may, in its sole discretion, institute for such purpose. Landlord's obtaining of possession of the Premises, shall not of itself, terminate the Lease.

With or without terminating the Lease and with or without reentering and obtaining possession of the Premises, Landlord may lease the Premises to any other person upon such terms as Landlord may deem reasonable, in its sole discretion, and for a term within or beyond the term of this Lease. Landlord shall apply the rent received from reletting the Premises to reduce any amounts due and owing by Tenant under this Lease. Tenant shall be liable for any loss in Rent for the balance of the then current term together with any reasonable and actual expenses or costs incurred by Landlord in reentering the Premises, such as the payment of commissions, attorneys' fees, and Landlord may recover such costs and expenses at anytime, and from time to time, after any of the foregoing events, whether prior to the end of the term herein granted or otherwise.

In the event Landlord shall terminate the Lease, prior to the date of expiration of the Lease Term as set forth herein, or in the event Landlord shall repossess the Premises, with or without termination of the Lease, Tenant waives all right to recover or regain possession of the Premises to save forfeiture of possession or of the Lease, as the case may be, by payment of Rent due or by other performance of the covenants and conditions hereof, and without limitation of or by the foregoing, Tenant waives all right to reinstate or redeem the Lease notwithstanding any provisions of any statute, law, or decision hereafter in force and effect.

The various rights and remedies, powers, options and elections of Landlord reserved, expressed, or contained in the Lease are distinct, separate and cumulative, and no one of them shall be deemed to be exclusive of the other rights, remedies, powers or options provided herein, or which now or hereafter may be conferred upon Landlord by statute or by law or equity.

On the occurrence of any of the foregoing acts of default, the Rent for the remainder of the Lease Term and all other sums payable hereunder as Rent for such term, or any part thereof at the option of Landlord, shall immediately without act or notice become due and payable as if by the terms of the Lease such amounts were payable in advance and Landlord may immediately proceed to collect or bring an action for such Rent, or such part thereof, as Rent being in arrears, or may file a proof of claim in any bankruptcy or insolvency proceeding for such Rent, or may institute any other proceedings to enforce payment thereof.

No such termination of the Lease, or taking or recovering possession of the Premises with or without termination of the Lease shall deprive Landlord of any remedies or actions against Tenant for Rent or for damages due or to become due for the breach of any covenant or condition herein contained, nor shall the bringing of any such action for Rent, or breach of any covenant or condition, or the resort to any other remedy be herein construed as a waiver of the right to insist upon the forfeiture or to obtain possession in the manner herein provided.

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 Rent due, and any endorsement or statement on any check or any letter accompanying any check or payment as Rent shall not 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 in the Lease.

No receipt of money by Landlord from Tenant after default or cancellation of this Lease shall: (i) reinstate, continue, or extend the term or affect any notice given to Tenant, (ii) operate as a waiver of the right of Landlord to enforce the payment of Rent and Additional Rent then due or to become due, or (iii) operate as a waiver of the right of Landlord to recover possession of the Premises by suit, action, proceeding, or other remedy. After: (iv) service of notice of termination and forfeiture as herein provided and the expiration of the time specified therein, (v) the commencement of any suit, action, proceeding, or other remedy, or (vi) final order or judgment for possession of the Premises, Landlord may demand, receive and collect any monies due, without in any manner affecting such notice, or judgment. Any and all such monies so collected shall be deemed to be payment on account of the use and occupation of the Premises or at the election of Landlord, on account of the liability of Tenant hereunder.

Any sums which may be expended by Landlord in accordance with the terms of this Lease that are paid on behalf of Tenant or due to Tenant's default hereunder shall bear interest at the highest rate allowed under Florida law, and Tenant shall be liable for such sums plus such interest as Additional Rent hereunder.

## **27. AUTHORITY**

All persons executing the Lease on behalf of Landlord and a corporate Tenant (or other entity) personally represent and warrant that they have been authorized to execute the Lease by such party. Evidence of such authority shall be provided upon request.

## **28. LIABILITY OF LANDLORD**

Tenant shall look solely to Landlord's interest in the Premises and Landlord's personal property used in connection with the Premises 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.

Except as otherwise permitted or provided herein, Tenant shall be in exclusive control and possession of the Premises and Landlord shall not be liable to Tenant for any injury or damages to any property or to any person on or about the Premises nor for any injury or damage to any property of Tenant, except for injury or damage caused by the sole negligence of the Landlord. The provisions herein permitting Landlord to enter and inspect the Premises are made to ensure that Tenant is in compliance with the terms and conditions hereof and to make repairs that Tent has failed to make. Landlord shall not be liable to Tenant for any entry on the Premises for inspection purposes.

## **29. PARKING; THEFT OF AUTOMOBILES**

(a) Tenant and its employees and invitees shall have the right to use the parking area adjoining the Project in common with other tenants of Landlord with designated space or spaces in the rear lot adjacent to the Premises assigned to Tenant. Landlord expressly reserves the right to assign, from time to time, the parking spaces to be enjoyed by Tenant during the Lease Term and the further right to reassign the parking spaces to be used and enjoyed by Tenant.

(b) Landlord shall not be liable for any damage of any nature whatsoever to, or any theft of, automobiles or other vehicles or the contents thereof while in or about the parking areas of the Premises. Tenant or any of Tenant's employees, agents or guests shall not use any parking assigned to any other person or designated as a no parking or guest parking zone. Landlord shall not be liable to Tenant, for any loss or damage, whatsoever the nature, caused by the unauthorized use of assigned parking by other persons.

## **30. LEGAL EXPENSES**

If Landlord and Tenant become involved in litigation to enforce either party's duties or obligations under this Lease, each party shall be responsible for its actual costs and expenses including, attorneys' fees.

## **31. EASEMENTS, AGREEMENTS, OR ENCUMBRANCES**

The parties shall be bound by all existing and future easements, agreements, and encumbrances of record relating to the Premises including but not limited to any deed or plat restrictions, and reasonable rules and regulations governing the Premises or any part thereof as same may be amended; provided that no addition or amendment to the rules and regulations and no future easement, agreement or encumbrance of record, of any kind whatsoever shall

be binding upon Tenant if they would in any way have a material adverse effect upon Tenant's rights under this Lease.

**32. TIME OF THE ESSENCE**

Time is of the essence in all provisions of this Lease.

**33. QUIET ENJOYMENT**

Landlord warrants that Tenant shall be granted peaceable and quiet enjoyment of the Premises free from any eviction or interference by Landlord if Tenant pays the Rent and other charges and amounts payable by Tenant hereunder and otherwise fully and punctually performs and complies with the terms, conditions, and provisions of this Lease.

**34. SIGNS**

Tenant shall not use the name of the Project for any purpose other than the address of the business to be conducted by Tenant in the Premises without first securing prior written consent of Landlord. No sign, pictures, advertisement or notice may be displayed, described, or affixed on any part of the outside or inside of the Premises or the Project or parking areas in or about the Project, except upon (a) the entrance door to the suite comprising the Premises and (b) upon the directory sign designated by Landlord for Tenant's suite and then, only such color, size, style, lettering, material and format as shall first be consented to in writing by Landlord shall be permitted. Tenant acknowledges that it is essential for the successful operation of the Project and for the benefit of all Tenants that aesthetic harmony be maintained throughout the Project with regard to sign materials. To achieve this end, Tenant agrees that Landlord is irrevocably authorized to select the sign contractor or contractors to install sign lettering on Tenant's entrance door. All of the foregoing sign expense shall be borne by Tenant and shall be paid to Landlord by Tenant upon demand. No signs, flags, showcases, instructions, statuary, advertising devices or "For Rent" signs whatsoever shall be displayed by Tenant outside of the Premises or on any exterior surface of the Project or in the passageways, halls, lobbies, windows or corridors of the Project by Tenant. Landlord hereby reserves the right to remove any of the same, without notice to Tenant, at Tenant's expense.

**35. SCOPE AND INTERPRETATION OF AGREEMENT**

(a) The Lease, these General Provisions, the Special Provisions and all amendments and exhibits, set forth all of the covenants, promises, agreements, conditions, and understandings between Landlord and Tenant concerning the Premises and supersedes any prior lease between Landlord and Tenant and there are no covenants, promises,

conditions, or understandings either oral or written between Landlord and Tenant other than herein set forth.

(b) Nothing contained in this Lease shall be construed to constitute a joint venture or partnership between Landlord and Tenant. Tenant shall not be deemed to be an agent or representative of Landlord.

(c) Except as otherwise provided, no subsequent alteration, change or addition to the Lease shall be binding upon the Landlord or Tenant unless reduced to writing and signed by both parties.

(d) The laws of the State of Florida shall govern the validity, interpretation, performance, and enforcement of the Lease.

(e) The Lease shall not be more strictly enforced against either party regardless of which party was more responsible for preparation.

(f) Except at Landlord's option, no part of this Lease may be recorded in any public records of any municipality or county records.

(g) Whenever the context in this Lease permits, the terms "Landlord" and "Tenant" as well as the use of pronouns in any form wherever they appear in this Lease shall be deemed to include the singular and plural and all genders and shall include any successors in interest.

(h) If there is more than one (1) party Tenant, the covenants of Tenant shall be joined several obligations of each such party Tenant, and if Tenant is a partnership, the covenants shall be the joint and several obligations of each of the partners in addition to the obligation of the entity itself.

### **36. INVALID PROVISIONS**

If any provision of the Lease shall be determined to be void by any court of competent jurisdiction or by any law enacted subsequent to the date hereof, then such determination shall not affect any other provision hereof, all of which other provisions shall remain in full force and effect.

### **37. CAPTIONS**

Any headings preceding the text of the provisions and subparagraphs hereof are inserted solely for convenience of reference and shall not constitute a part of the Lease, nor shall they affect its meaning, construction or effect.

### **38. SUCCESSORS AND ASSIGNS**

All rights, obligations, and liabilities given to, or imposed upon, the parties hereto shall extend to and bind the respective heirs, executors, administrators, successors, sublessees, licensees, concessionaires and assigns of such parties. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment of such assignee has been approved by Landlord in writing or is otherwise permitted as hereinabove set forth. Except as expressly set forth herein, nothing contained in the Lease shall in any manner restrict Landlord's right to assign or encumber the Lease and, in the event Landlord sells its interest in the Premises and the purchaser assumes Landlord's obligations and covenants, Landlord shall thereupon be relieved of all obligations hereunder.

### **39. NOTICES**

All notices, requests, consents and other communications required or permitted under this Lease shall be in writing (including facsimile and electronic mail communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or overnight courier service, faxed or electronically mailed (with original to follow by overnight commercial courier for delivery on the next business day), or mailed by registered or certified mail (postage prepaid), return receipt requested, addressed to the parties at the addresses set forth in this Lease or to such other address as any party may designate by notice complying with the terms hereof. Each such notice shall be deemed delivered: (a) on the date delivered if by personal or overnight delivery, (b) on the date telecommunicated if by telegraph or facsimile (with original to follow as provided above), and (c) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

### **40. USE OF PREMISES**

Tenant shall use the Premises for the purpose specified in the Specific Provisions of this Lease or for such other uses as may be consented to by Landlord in writing. Tenant shall not use or occupy the Premises in a manner shall violate any certificate of occupancy for the Premises, make void or voidable any insurance then in force with respect thereto or which shall increase the rate of insurance for the Project over that which is in effect prior to the Lease Term Commencement Date or which will cause or is likely to cause structural damage to the Project or any part thereof, interfere with the normal operations of the HVAC system of the Project, plumbing, mechanical or electrical systems of the Project or the elevators installed therein, constitute a public or private nuisance or detract from (aesthetically or otherwise) the appearance of the exterior of the

Project or of any portion or interior of the Project or otherwise use or permit the use of the Premises for any purpose which in the reasonable opinion of Landlord would adversely affect the value or character of the Premises or the Project.

#### **41. HOLDOVER**

If Tenant remains in possession of all or any part of the premises after the expiration of the term hereof, without renewing this lease by some further instrument in writing, then such holding over shall be construed to be a tenancy at sufferance, and Tenant hereby agrees that the rental rate during the term of such tenancy at sufferance shall be twice the monthly rental enforced at the time of expiration, provided however, such holding over shall in no way be construed to be an extension of the term of the Lease, express or implied. Further, Tenant hereby agrees that during the time period of any such holding over, each and every other term covenant and condition contained in the Lease shall remain in full force and effect and binding upon Tenant.

#### **42. GENERAL PROVISIONS GOVERNING TENANT'S IMPROVEMENTS**

Before Tenant performs any modifications or improvements to the Premises, if approved by Landlord, Tenant shall deposit with Landlord a liability insurance certificate from Tenant's general contractor, or if none, from each of Tenant's independent contractors in an amount not less than one million dollars (\$1,000,000.00) per occurrence or such amount as Landlord acting reasonably may require from time to time, with Landlord added as additional insured, which liability insurance shall be on a comprehensive form and shall cover all hazards related to any work performed by any such contractor on the Premises.

Any damage to the Premises caused by Tenant or any of its employees, contractors, or workman and not covered by the insurance to be maintained hereunder shall be repaired as soon as reasonably practicable by and at the expense of Tenant. Tenant shall be responsible for the disposal of waste generated with respect to Tenant's improvements.

The construction of Tenant's modifications or improvements shall be subject to Landlord's prior approval. Landlord shall have the right to approve any contractor engaged by Tenant to install Tenant's improvements. All Tenant's improvements within the Premises shall be completed with new materials unless otherwise approved in writing by Landlord. Materials used and workmanship performed shall be of a uniformly high quality in accordance with the best standards of practice and shall be subject to the reasonable approval of Landlord.

On completion of Tenant's improvements, Tenant shall cause to be furnished to Landlord a contractor's affidavit stating that there are no liens outstanding against the

Premises on account of Tenant's improvements and that all accounts for work, service and materials have been paid in full.

**43. LANDLORD'S LIEN**

Landlord shall have a first lien paramount to all others on every right and interest of Tenant in this Lease, and on any and all improvements and additions placed on or in the Premises, and upon any and all of the furnishings, equipment, furnitures, goods and chattels belonging to Tenant, or the equity of Tenant therein, brought or put on the Premises. Such lien is granted for the purposes of securing the payment of the Rent herein, as well as all charges, liens and damages herein covenanted to be paid by Tenant and for the purpose of securing the purpose of all of Tenant's obligations under this Lease. If at any time during the term of this Lease, Tenant shall be in default as to any of its obligations under this Lease, Landlord may enforce this Lease by distress, foreclosure or in any other manner permitted by law. In addition to the foregoing, Landlord shall also in the event of such default, be irrevocably authorized to perfect the security interest granted under this Section 43 by filing, as attorney-in-fact for Tenant, a Uniform Commercial Code Financing Statement as required by the laws of the State of Florida.

**44. WAIVER OF TRIAL BY JURY**

IT IS MUTUALLY AGREED BY AND BETWEEN LANDLORD AND TENANT THAT THE RESPECTIVE PARTIES HERETO SHALL AND THEY HEREBY DO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS ARISING OUT OF OR IN THE PREMISES.

**45. EXHIBITS**

The following exhibit is a part of this Lease and incorporated herein by reference: Exhibit "A" – Rules and Regulations

**46. 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. Tenant shall conduct its own testing for radon gas.

**47. REAL ESTATE COMMISSION**

V3 Commercial Advisors, LLC as agent for Landlord and One Commercial Real Estate, Inc. as agent for Tenant are the only brokers involved in this transaction. No other real estate broker is involved in the transaction. Landlord shall pay a commission in accordance with the separate agreement by and between Landlord and V3 Commercial Advisors, LLC to be equally shared between the brokers.

**48. COUNTERPARTS**

This Lease may be executed in any number of counterparts, each of which shall be deemed an original.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF**, the parties have caused this Lease to be executed on the date of the last signature below.

**TENANT:**

**BREVARD COUNTY BOARD OF  
COUNTY COMMISSIONERS**

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

Name: Frank Abbate

Date: \_\_\_\_\_

Title: County Manager

As approved by the Board on August 27, 2024

**LANDLORD:**

**AMJ, LLC**

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

Name: Craig K. Deligdish, MD

Date: \_\_\_\_\_

Title: Manager



## **EXHIBIT "A"**

### **RULES AND REGULATIONS**

1. **WINDOW AND PROJECTIONS:** Nothing shall be affixed to or projected beyond the outside of the Project by Tenant without the prior written consent of Landlord. If Tenant desires and Landlord permits blinds, shades or other form of outside or inside window covering, they shall be furnished and installed at the expense of Tenant and must be of such shape, color, material and make as are approved by Landlord in writing. Vertical blinds will be required for all windows in the Project and will be provided at Tenant's expense.

2. **BICYCLES AND ANIMALS:** Unless expressly permitted by Landlord, no bicycle or other vehicle and no animal except a service animal as defined by the Americans with Disabilities Act, as amended, shall be brought or permitted to be in the Project or any part thereof.

3. **CLOSING AND LOCKING DOORS AND WINDOWS:** Unless expressly permitted by Landlord, all doors to the Premises are to be kept closed at all times except when in actual use of entrance to or exit from the Premises. Tenant shall be responsible for the locking of doors to and closing of transoms and windows in the Premises. Tenant shall be responsible for any damage or loss resulting from violation of this rule.

4. **MACHINERY/EQUIPMENT:** Unless Landlord gives prior written consent in each and every instance, Tenant shall not install or operate any steam or internal combustion engine, boiler, machinery, refrigeration, heating device, air conditioning apparatus, x-ray equipment, or laboratory instrument in or about the Premises, or carry on any mechanical business therein. All equipment of any electrical or mechanical nature shall be placed in settings which absorb and prevent vibration, noise or annoyance, or the spillage or leakage of fluids, oils or grease on the floors of the Premises.

5. **UNSIGHTLY PLACEMENT OF EQUIPMENT:** Unless expressly permitted by Landlord, Tenant shall not place or allow anything to be against or near the glass of partitions, doors or windows of the Premises which may diminish the light in, or be unsightly from, halls, corridors or the exterior of the Project.

6. **NOISES AND OTHER NUISANCES:** Tenant shall not make or permit any noise or odor that is objectionable to Landlord or to the other occupants of the Project to emanate from the Premises, and shall not create or maintain a nuisance therein, and shall not disturb, solicit or canvass any occupant of the Project, and shall not do any act intending to injure the reputation of the Project.

7. **SAFE OR HEAVY ARTICLES:** Tenant shall not overload any floor. Landlord may, but shall not be required to, direct the routing and placement of safes and other

heavy articles. Safes, furniture and all large articles shall be brought into the Premises or removed therefrom at the Tenant's sole risk and responsibility.

8. LEDGES AND WINDOWS: Tenant shall not place or permit to be placed any articles of any kind on the window ledges or elsewhere on the exterior walls, and shall not throw or drop, or permit to be thrown or dropped, any articles from any windows of the Project.

9. ANTENNAS, ETC: No electrical wires, antennas, aerial wire or other electrical equipment or apparatus shall be installed inside or outside the Project without approval of Landlord.

10. SOLICITORS: Landlord reserves the right, but shall not be held obligated, to exclude or eject from the Project any or all solicitors, salespersons, canvassers or peddlers, or any persons conducting themselves in such manners as, in the sole judgment of Landlord, constitutes an annoyance to any of the tenants of the Project or an interference with Landlord's operation of the Project, or an interference with other tenants in the Project or who are otherwise objectionable.

11. FLAMMABLE MATERIALS: No dangerous flammable or otherwise hazardous materials, including explosives, shall be brought into the Premises or into the Project without Landlord's prior written consent, which consent, if given, shall not be construed to impose any liability upon Landlord for any damage or injury arising therefrom. The storage and use of all flammable or volatile materials or substances shall be in conformity with applicable laws, rules and regulations of all duly constituted public authorities.

12. LODGING, ETC.: The Premises shall not be used for lodging or sleeping purposes.

13. ADDITIONAL RULES: Landlord reserves the right to make other and further Rules and Regulations as in Landlord's sole judgment may, from time to time, be needful or desirable for the safety, care, cleanliness and efficient operation of the Project and for the preservation of good order therein.