

RAILROAD SQUARE
COMMERCIAL LEASE AGREEMENT

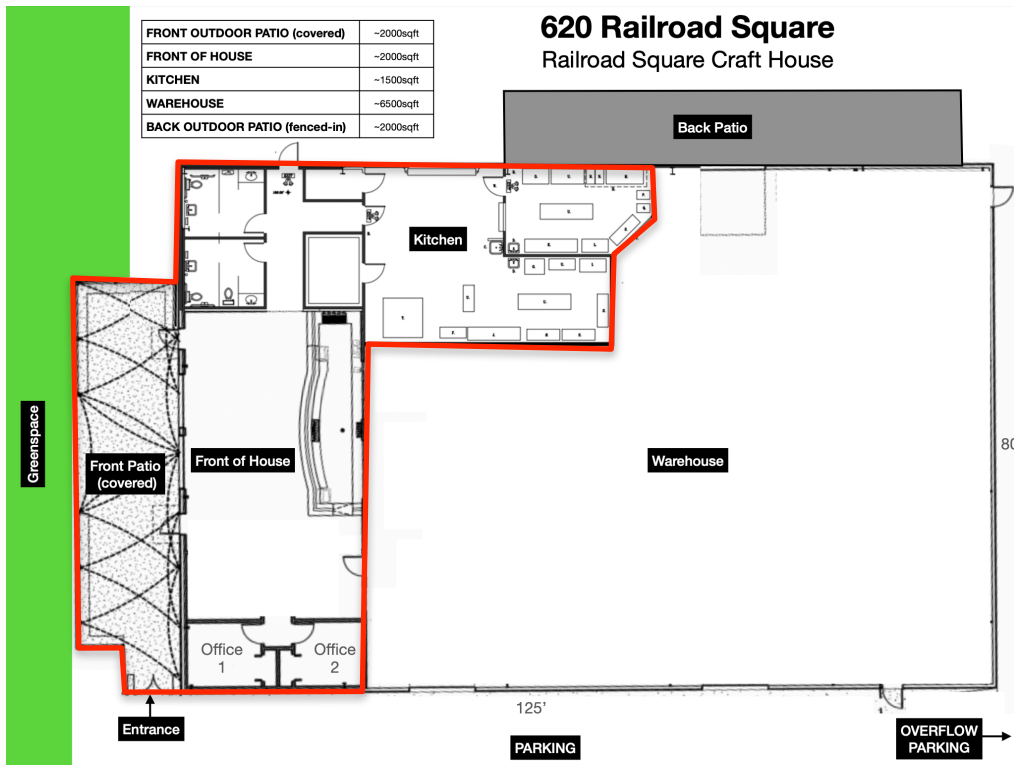
THIS COMMERCIAL LEASE AGREEMENT is entered into by and between:

A. **Landlord:** Railroad Square, LLC
c/o TLG Management Services, LLC
3520 Thomasville Rd. Suite 200
Tallahassee, Florida 32309
(850) 385-6363

B. **Tenant(s):**
Company Name: _____
EIN: _____
Address: _____
Email: _____
Phone Number: _____

In Emergency, Notify (name and contact): _____

C. **Premises:** 620-1 Railroad Square, Tallahassee, Florida 32310.
(Outlined in red in the floorplan below, consisting of ~2000sqft space labeled “Front of House”, the ~2000sqft space labeled “Front Patio”, and the ~1500sqft space labeled “Kitchen”).



D. **Term (select one):** 2 years commencing on June 1, 2023 & terminating on May 31, 2025. Tenant has an Option to Renew for an additional 3 years (making new termination day May 31, 2028), but this would be contingent on Landlord’s determination if Tenant has proven to be a good fit for the Railroad Square community.

E. **Recurring Monthly Rent:**
Interior Square Feet: 3500
Rental Rate: \$12.00 / sqft

Interior Base Rent:	<u>\$3500</u>
Exterior Base Rent:	<u>-waived-</u>
Equipment Rent:	<u>-waived- *See Section N. Equipment Rental</u>
First Friday support: ¹	<u>\$ 7</u>
Marketing fee: ²	<u>\$ 10</u>
Rent Sub-total:	<u>\$ 3517</u>
Sales Tax (7%):	<u>\$ 246.19</u>
TOTAL:	<u>\$ 3,763.19</u>

- F. **Security Deposit: \$ 3,763.19**
Security Deposit and first months rent are due upon lease signing.
- G. **Base Rent Escalation:** Starting January 1, 2024, Base Rent escalates at 5% per year on January 1st of each year in accordance with Section 5 of this Lease.
- H. **Use of Premises:** Restaurant
- I. **Utilities: Electric and water (on shared meter) is Tenant responsibility.**
***Tenant will maintain utilities in their own account and share those electric utilities with unit 620-2 Railroad Square. For this, Tenant will receive a \$250 per month rent credit. However, Landlord intends to install a sub-meter or utilities monitoring device to assess specific utilities consumption amount of tenant in 620-2 Railroad Square. Once this happens or if this happens, this fixed \$250 per month rent credit will be replaced with a specific and varying amount in arrears each month based on a more exact utilities consumption by Tenant in 620-2 Railroad Square.
- J. **Temporary Rent Abatement:** Landlord will waive rent for the first 30 days with renting commencing July 1, 2023.
- K. **Building Construction or Renovation:** Landlord or another party approved by Landlord may perform renovations or construction activities on this building or in the surrounding area which may impact the Tenant's business. Ultimately, the intent would be for the improvement of the surrounding area and as such Landlord will not be responsible for any hardship that this may create for the Tenant's business. Landlord will take steps to minimize any negative impact this may have on Tenant's business and will strive to provide at least 24 hours of advanced notice to Tenant in such occasions.
- L. **Pest Control:** Tenant is responsible for overseeing and covering the costs of any pest control that is required for the operation of Tenant's activities or if Tenants activities is causing a pest problem for other Tenants.
- M. **Waste Management:** Tenant is responsible for their own waste management unless a mutually-agreed upon onsite waste management agreement is made between Tenant and Landlord.
- N. **Equipment Rental:** This rental includes the list of equipment found on "**Exhibit A: Equipment List**". This list may be modified or clarified slightly prior to hand-over of the premises.
The Tenant accepts the condition of this equipment "as-is." Landlord makes no warrants or guarantees as to its condition or operability. To the best of Landlord's knowledge, at time of executing this lease, this equipment is in operable condition. Any maintenance of this equipment is the responsibility of Tenant. If any piece of equipment breaks and Tenant opts not to repair then they are to inform the Landlord, which will have the option of either: A) repairing the equipment, B) removing the equipment, or C) abandoning the equipment. If Landlord chooses option A or B then Landlord makes no warrants as to the timeliness of these actions and is not responsible for any negative impact this may have on Tenant's business. If Landlord chooses Option C, disposal and removal is Tenant's responsibility.
Tenant does not have the right to sell or dispose of any equipment without the Landlord's permission. As long as Tenant has performed regular cleaning and servicing of equipment, Tenant will not be held financially responsible for any inoperability of the equipment that wasn't a result of Tenant or Tenant's employee's negligence.
- O. **Shared Greenspace / Art Garden Policy:** The restaurant lease on 620-1 Railroad Square does not include exclusive use of the adjacent green space, known as the "Art Garden". The Art Garden is intended to be a versatile, welcoming community space that can be used for variety of purposes. Some overflow seating (a line of tables along the border closest to the restaurant) will be available to the restaurant on regular service days (and when

the space is not rented out for private functions). This will be considered an “add on” benefit that is not guaranteed in a specific way and is not charged for or part of the restaurant’s lease.

Some private and exclusive usage of the Art Garden will be available on a case-by-case basis, the details of which would be outlined in a separate per event rental agreement. Tenant must comply with “**Exhibit B: Art Garden Rules and Regulations**” surrounding the use of the Art Garden community space, a document that is flexible and still under development, and also may be modified by Landlord periodically throughout the term of the lease.

P. **Minimum Open Hours:** Tenant must be open to the public for business a minimum of 5 days per week with regular daytime hours as well as night time hours. The only exception to this clause can be during nationally recognized holidays and natural disasters OR pre-agreed upon exceptions which will be formalized via email with the owner or property manager. If tenant fails to be open for an unjustifiable reason, Landlord may charge up to \$50 extra per day as a penalty.

Q. **Customer Access Restrictions:** Tenant acknowledges that there will be times when The Art Garden has ticketed or private events that may result in limited or no access by customers to that space.

R. **Alcoholic Beverage Allowance & Exclusivity:** Tenant is allowed to serve alcoholic beverages in their premises as long as Tenant demonstrates proof that alcohol license and liquor liability includes this area. With the exception of some private events, Tenant will have exclusive permission to serve alcoholic beverages within the “Greenspace”, as demarcated in the map below, shaded in green and labeled License #1, as long as Tenant extends their alcohol license and liquor liability to include this additional area.



S. **Keeping Grounds Clean:** Tenant is expected to clean-up after their customers and customers’ pets when their customers utilize the shared outdoor greenspace (ie, “The Art Garden”) or other shared spaces. Fines may be assessed (minimum \$50) each time this does not occur. Similarly, if Tenant has its own dumpsters, Tenant is responsible for maintaining the area around the dumpster to keep it free of waste and debris.

T. **Music/Noise:** Music/noise must comply with the “3 V’s”: (a) volume at a reasonable decibel level, (b) no vulgarity, and (c) no violent themes or subject matter. Everyone appreciates a considerate neighbor. Management reserves the right to require that volume be lowered or that noise be limited to certain times of day.

U. **Marketing:** In all publicly distributed marketing materials both online and offline, I agree to either:

- Include “(at/in) Railroad Square”, OR
- Include “(at/in) The Art District”, OR
- Tag the location “Railroad Square” (for social media)

V. **Sales Reporting:** - By the 20th of each month, Tenant will provide the Landlord with their previous month's Sales Tax Report for the Florida Department of Revenue.

W. **Weekend Closing Hours:** Landlord allows Tenant to conduct business until 2am on “Friday and Saturday nights” (Saturday and Sunday morning respectively). Should Landlord determine that this is causing a problem for the community then Landlord may modify this to require tenant to close by midnight.

In consideration of the covenants set forth in this Lease, Landlord agrees to lease to Tenant the Premises identified above, located in Tallahassee, Leon County, Florida, on the following terms and conditions, in addition to the terms set forth on page 1:

1. Acceptance/Condition. Tenant, having examined the Premises, is familiar with the condition thereof and agrees that upon delivery of the space from Landlord, that Tenant accepts the Premises in its “as is, where is” condition. Landlord makes no representations or warranties with respect to the suitability of the Premises for the defined Use of Premises or that the Use of Premises intended by Tenant complies with any ordinances, regulations, zoning requirements, or other laws. Tenant acknowledges and agrees that Tenant shall be responsible for determining the suitability of the premises for Tenant’s defined Use of the Premises and determining that Tenant’s defined Use of the Premises complies with applicable law.
2. Termination and Term of Lease. Landlord agrees to, and does hereby, lease the Premises to the Tenant for the Term identified on page 1 of Lease.
3. Expiration of Lease.
 - (a) **At the expiration of the Lease Term, Tenant shall surrender the Premises broom swept, and in the same condition as it was in upon delivery of possession to Tenant, reasonable wear and tear excepted. Tenant shall deliver all keys and combinations to locks, safes, and vaults to Landlord.** Tenant’s obligations to perform this provision shall survive termination of this Lease.
 - (b) If the Premises is not surrendered at the end of the Term, then Tenant shall indemnify Landlord against loss or liability resulting from delay by Tenant in so surrendering the Premises, including, without limitation, any claims founded on such delay made by any succeeding occupant of the Premises or any part thereof, and Tenant shall be liable to Landlord for any and all legal expenses, costs, and fees incurred by Landlord in obtaining the possession of the Premises.
4. Rent. Except as otherwise provided in this Lease, Tenant shall begin to pay Rent, on the Commencement Date, without prior demand, together with all applicable Florida sales and/or use tax thereon as provided by law from time to time. Rent shall be payable in monthly installments, either electronically or to: **Railroad Square LLC, c/o TLG Management Services, LLC, 3520 Thomasville Rd. Suite 200, Tallahassee, Florida 32309**, or at such other place as may be designated in writing by Landlord. Tenant agrees that its covenant to pay Rent to Landlord is an independent covenant and that all such amounts are payable without counterclaim (except those that are compulsory), set-off, deduction, abatement or reduction whatsoever, except as provided herein or by law. **Rent is due on the first (1st) day of each month, without demand and in advance. Rent not received by the fifth (5th) day of the month is subject to a late fee of five percent (5%) of the Rent, plus an additional ten dollars (\$10) for each day thereafter that Rent remains unpaid. Electronic payments are encouraged.** In addition to late fees, any check returned for lack of sufficient funds will incur a \$30 service charge.
5. Base Rent. The Base Rent shall be in the amount stated on page 1 of the Lease. The Base Rent shall be adjusted in the amount set forth for Base Rent Escalation on page 1 of the Lease. The Base Rent Escalation adjustments shall be made on January 1 of every year, regardless of the date of lease execution or commencement.
6. Utilities and Janitorial. Tenant agrees to pay all applicable utility charges as set forth in the first page of this Lease. Additional charges may occur if Tenant’s use of dumpster necessitates an increased frequency in the pickup schedule. Tenant agrees to provide and pay for any necessary janitorial services and supplies and keep the Premises in a clean and sanitary condition. In the event that it is necessary to cut off utilities on account of repairs or upgrades, Landlord shall have the right to do so without modification of obligations of Tenant, without liability for any damage or inconvenience, and without rent credit to Tenant.
7. Additional Rent. All other payments made by Tenant to Landlord in addition to the Base Rent shall be deemed to be and shall become “Additional Rent” hereunder, whether or not the same shall be designated as such and shall be due and payable on demand or together with the next succeeding installment of Base Rent due, whichever shall first occur, together with interest thereon; and Landlord shall have the same remedies for failure to pay the same as for a non-payment of Base Rent.
8. Liability Insurance. Tenant shall, throughout the Term (and any other period when Tenant is in possession of the Premises), maintain at its sole cost the following insurance:

(a) **All-risk property insurance naming Tenant and Landlord as co-insured parties, containing a waiver of subrogation rights** which Tenant's insurers may have against Landlord and against those for whom Landlord is responsible under Law. Such insurance shall cover Tenant's personal property, equipment, trade fixtures, and machinery (if any), as well as any improvements made to Premises. With regard to Tenant improvements, such policy shall provide that loss thereon shall be adjusted and payable to Landlord, with the proceeds held in trust for repair and replacement of the Premises.

(b) **Broad form comprehensive general liability insurance. Such policy shall contain inclusive limits of not less than One Million and 00/100 U.S. Dollars (\$1,000,000.00) per occurrence, Two Million and 00/100 U.S. Dollars (\$2,000,000.00) aggregate, provide for cross liability, and include Landlord as named insureds.**

(c) **In addition, if Tenant engages in the sale of alcoholic beverages, Tenant shall obtain and keep in force liquor liability coverage with the same limits and also naming Landlord as an additional insured. Tenant shall provide Landlord with evidence of such coverage on each anniversary date of the insurance policy. Note that no alcohol may be sold or provided on the Premises without written approval from Landlord.**

(d) Worker's compensation and employer's liability insurance in compliance with applicable legal requirements.

(e) **Tenant shall electronically provide Landlord with evidence of such coverage by the Lease Commencement Date and on each anniversary date of the insurance policy.**

(f) All policies referred to above shall: (i) be taken out with insurers licensed to do business in Florida and reasonably acceptable to Landlord; (ii) issued by insurers with general policy holder's rating of not less than "A" or better and financial size of XII or better, as rated in the most current and available "Best's Key Rating Guide;" (iii) be in a form reasonably satisfactory to Landlord; (iv) be non-contributing with, and shall apply only as primary and not as excess to any other insurance available to Landlord or the Mortgagee; and (v) **contain an undertaking by the insurers to notify Landlord by certified mail not less than thirty (30) days prior to any material change, cancellation or termination.**

(g) Certificates of insurance or, if requested, certified copies of such insurance policies, shall be delivered to Landlord promptly upon request. If (a) Tenant fails to take out or to keep in force any insurance referred to in this Section, or should any such insurance not be approved by either Landlord or Mortgagee, and (b) Tenant does not commence and continue to diligently cure such default within two (2) business days after written notice by Landlord to Tenant specifying the nature of such default, then Landlord has the right, without assuming any obligation in connection therewith, to effect such insurance at the sole cost of Tenant and all outlays by Landlord shall be Additional Rent, immediately owing and payable by Tenant to Landlord, without prejudice to any other rights or remedies of Landlord under this Lease.

9. Landlord's Insurance. Tenant shall not stock, use or sell any article or do anything in or about the Premises which may be prohibited by the Landlord's insurance policies or any endorsements or forms attached thereto, or which would increase any insurance rates and premiums on the Premises or the Building of which they are a part. If due to (a) the occupancy other than as contemplated under this Lease, or (b) abandonment, or (c) the Tenant's failure to occupy the Premises as herein provided, any insurance shall be canceled by the insurance carrier then, and in any of such events, the Tenant shall indemnify and hold the Landlord harmless from any losses, damages, liabilities or expenses and shall pay on demand the increased cost of such insurance. For purposes of this Lease, the term Building shall mean any building that contains Tenant's business operations. Additionally, Landlord may enter upon the Premises and remedy the condition giving rise to such cancellation, threatened cancellation or reduction, including removal of any offending article, and Tenant shall pay the cost of such remedy to Landlord. Landlord shall not be liable for any damage or injury caused to any property of Tenant or of others located on the Premises as a result of any such entry.

10. Maintenance and Repairs.

(a) Tenant shall be responsible for keeping provided HVAC unit in working condition. Tenant shall be responsible for changing filters at least once every three months and servicing the HVAC unit biannually by a pre-approved professional. Tenant shall provide Landlord with proof of service. Landlord reserves the right to schedule service and pass charges on to Tenant, if Tenant does not provide proof of service within the requested timeframe.

(b) Landlord shall provide sewer and water connection to the building. **Tenant shall be responsible for all interior plumbing issues. This includes any plumbing back-ups that require**

snaking or cleaning out of the plumbing lines. Any utility sinks and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags or other substances shall be discarded therein. In the event of damages to or obstruction of plumbing due to actions of the Tenant or Tenant's patrons or guests, Tenant shall manage and pay the cost of repairing the pipes and/or cleaning such obstruction, and any additional costs associated with the repair (e.g., soiled flooring).

(c) Landlord shall be responsible for exterior walls, windows and doors, and any structural repairs of the grounds and parking areas. However, Tenant shall keep the grounds and parking areas clean and free of waste or debris. Tenant is responsible for promptly reporting in writing any defect, damage, or breakage, and failure of such reporting shall make Tenant liable for the repair of any additional damage. This provision does not obligate Landlord to repair or correct such defect or damage.

(d) Tenant shall be responsible for all ordinary and routine maintenance and upkeep of the interior of the Premises. Tenant is responsible for furnishing and replacing light bulbs. Tenant is responsible for notifying the Landlord in writing of any moisture accumulation, wood rot, or visible evidence of mold. Notwithstanding the foregoing, Tenant shall be responsible for and pay for all repairs and maintenance required to remedy any damages to the Premises caused by (or not timely reported in writing by) Tenant, guests, or invitees.

(e) **Landlord shall not be responsible or liable to the Tenant or to those claiming by, through or under the Tenant, for any loss or damage to either the person or property of the Tenant that may be occasioned from the leaking of the roof, and the Tenant expressly agrees to indemnify and hold the Landlord harmless with respect thereto.**

(f) Tenant is responsible for overseeing and covering the costs of any pest control that is required for the operation of Tenant's activities or if Tenant's activities is causing a pest problem for other Tenants.

11. Right of Access. Landlord shall have the right to enter the Premises at any reasonable time for the purpose of inspection or for the purpose of doing anything that is required or allowed under this Lease. Landlord reserves the right to enter the Premises at all times and without notice in order to: (i) make such repairs, alterations or improvements to the Buildings as Landlord considers necessary or desirable; (ii) have access to under floor facilities and access panels to mechanical shafts; (iii) check, calibrate, adjust and balance controls and other parts of the heating, air conditioning, ventilating and climate control systems; (iv) install, maintain, repair or replace pipes, ducts, conduits, vents and wires leading in, through, over, or under the Premises; (v) to grant access to health, fire, and other inspectors as required by law; (vi) for public safety purposes, and (vii) for any other purpose deemed reasonably necessary by Landlord. **Re-keying locks, installing additional locks or security systems, is not allowed without written consent of Landlord and is subject to a \$75 fine. If locks are changed or added, Tenant must provide Landlord with a key immediately (i.e., at the time of install).** If Tenant has a security system, Tenant agrees that it will provide Landlord with a unique security code number to unlock Tenant's security system, which will grant Landlord access to the Premises at all times. Tenant shall not unduly obstruct any pipes, conduits/breaker boxes, or mechanical or other electrical equipment so as to prevent reasonable access thereto. Landlord further reserves unto itself the right to use all exterior walls and roof area. Landlord shall exercise its rights under this Section, to the extent possible in each circumstance, in a manner which minimizes interference with Tenant's use and enjoyment of the Premises. **Landlord shall attempt to give 24 hours' notice when possible, but failure to give 24 hours' notice shall not be considered a breach of this Lease.** If any excavation is made on the Land, the person making such excavation may enter the Premises or other portions of or the Buildings to support them by proper foundations. Rent will not abate or be reduced while the maintenance, repairs, alterations, installations, replacements or improvements are being made except if such maintenance, repairs, alterations, installations, replacements or improvements cause Tenant to close or suspend its operations for a period in excess of four (4) calendar days.

12. Severe Weather or other Acts of God. Tenant has the affirmative obligation to, at Tenant's sole cost and expense, secure the Premises and all property related thereto and to remove all personal property located outside of the Premises after the issuance of a severe weather warning, advisory, or threat ("Adverse Conditions") by the National Weather Service, National Oceanic & Atmospheric Administration, or any other governmental or quasi-governmental agency. Landlord has no obligation to remove Tenant's personal property from the Premises. Should Tenant or Tenant's Agents fail to remove its personal property from the Premises prior to such Adverse Conditions, Tenant shall be deemed to have assumed the risk of harm resulting therefrom and be strictly liable for any and all damage caused to the Premises, other tenants,

occupants, and owners and surrounding area, by the personal property. Tenant shall and hereby does indemnify and defend Landlord and save it harmless from and against any and all claims, causes of action, actions, damages, liability and expense including, without limitation, attorneys' fees and costs at all tribunal levels in connection with any and all of loss of life, personal injury and damage to property including, without limitation, damage to the Premises and Buildings occurring in or about, or arising out of or relating directly to Tenant's failure to remove its personal property prior to the Adverse Conditions.

13. Assignment and Subletting. Tenant shall not assign, mortgage or encumber this Lease, in whole or in part, or sublet all or any part of the Premises without the prior written consent of Landlord. Tenant further agrees to pay a non-refundable sublet fee for each substitute tenant if Landlord grants permission to sublet. Consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting, and shall be construed to include a prohibition against any assignment or subletting by operation of law. Any document evidencing any Transfer permitted by Landlord, or setting out any terms applicable to such Transfer or the rights and obligations of Tenant or Transferee thereunder, shall be prepared by Landlord or its attorneys and all reasonable legal costs with respect thereto shall be paid by Tenant.

If this Lease is assigned or if the Premises or any part thereof is occupied by any person other than Tenant, Landlord may collect Rent from the occupant and apply the net amount collected to the Rent herein reserved, but no such assignment, underletting, occupancy or collection shall be deemed a waiver of this provision, or the acceptance of the assignee or occupant as a lessee hereunder, or as a release from the further performance by Tenant of the provisions to be observed or performed herein. Notwithstanding any assignment or sublease, Tenant shall remain fully liable and shall not be released from performing any of the terms of this Lease.

Landlord shall have the unrestricted right to sell, lease, convey, encumber, assign, or otherwise dispose of the Premises and this Lease or any interest of Landlord in this Lease. To the extent that the purchaser, assignee or secured party from Landlord assumes the obligations of Landlord under this Lease, Landlord shall thereupon and without further agreement be released of all liability under this Lease.

14. Use of Premises. The Premises shall be used only for the Use of Premises described in page 1. **In no event shall the Premises be used as a residence.** Doing so constitutes a breach of the lease. Tenant shall not commit waste or permit waste to be committed in or upon the Premises, create or allow any nuisance to continue on the Premises, or use the Premises for any unlawful purpose. All users of the Premises shall comply with all local, state and federal laws, including those dealing with public health and safety. **This Lease may be terminated at the option of the Landlord in case of any nuisance, excessive noise, disturbance or conduct offensive to another tenant within the community.** For example, sale or disposition of illegal drugs upon the Premises shall be considered such an immediate threat. In such event, Landlord shall give Tenant written notice of termination with the time of vacating to be commensurate with the urgency of the situation, and Tenant shall vacate and surrender possession of Premises within the time period specified in the notice of termination.

15. Marketing. Tenant shall not market its business in any manner that inaccurately or negatively reflects upon Railroad Square. Should Landlord determine, in its sole discretion, that Tenant has marketed its business in violation of this Section, Tenant shall be required to remove or retract the offending material within twenty-four (24) hours' notice of Landlord's determination, and, if necessary, as determined by Landlord in its sole discretion, to disseminate corrective materials within forty-eight (48) hours' notice of Landlord's determination.

16. No Smoking. **It is understood that NO smoking will be permitted either inside the Premises or outside of the Premises, with the exception of any Landlord-designated smoking areas.** Tenant agrees to install signage to this effect if requested. This applies to guests as well as Tenant. Tenant will be charged for removal of any smell or damage that results from smoking, use of candles, or incense.

17. Special Events. **Tenant shall request the permission of Landlord to hold any special events, including parties, receptions, concerts, open houses, etc., and such special events shall not be held without the prior written consent of Landlord. Such request shall be at least thirty (30) days in advance of the special event.** See Rules and Regulations for more info. Landlord may impose reasonable conditions on the holding of the event or deny the request. Tenant shall indemnify and hold harmless Landlord against any actions to Tenant or Tenant's guests during a special event. Tenant agrees to abide by

and comply with the rules outlined in the Rules and Regulations, which Landlord reserves the right to periodically amend. Tenant and Tenant's guest shall comply with all local, state, and federal laws.

1. Communication Standards. Tenant accepts responsibility to notify Landlord in writing of any changes in contact information. Supplying current phone and address information is required. **Tenant acknowledges that any and all official communications/notices from Landlord will be sent electronically to Tenant's email address identified on page 1, unless otherwise required by law. Landlord is not responsible for any situation that may arise as a result of Tenant's failure to monitor electronic communications and/or keep a valid e-mail address on-file with Landlord.** Any notice, consent or other instrument required or permitted to be given under this Lease by Tenant to Landlord shall be in writing and shall be delivered in person, or sent by certified mail, return receipt requested, postage prepaid, or by Federal Express or similar overnight courier service to Landlord's Property Manager at **Railroad Square LLC, c/o TLG Management Services, LLC, 3520 Thomasville Rd. Suite 200, Tallahassee, Florida 32309.**

2. Rules. Landlord reserves the right to promulgate and periodically amend certain rules and regulations governing the use of the Premises and other properties within Railroad Square owned by Landlord, as identified in the "Rules and Regulations." In the event that an amendment substantially impacts or prohibits Tenant from carrying out Tenant's business in accordance with the Use of Premises, Tenant has the option to Terminate the Lease with sixty (60) days' notice. By signing this Lease, Tenant agrees to have received, reviewed, and agreed to abide by and comply with the Rules and Regulations.

3. Security Deposit. Landlord acknowledges receipt of the Security Deposit, which shall be retained by Landlord as security, without any liability for interest thereon, for Tenant's faithful performance of this Lease. Landlord is not obliged to apply the deposit to rents or other charges in arrears or to damages for Tenant's failure to perform under the terms of this Lease. However, Landlord may so apply the Security Deposit at its option, and its right to possession of the Leased Premises for nonpayment of Rent or for any other reason shall not in any event be affected by reason of the fact that Landlord holds this security. If all or any part of the Security Deposit is so applied, Tenant shall restore the Security Deposit to its original amount on demand of Landlord. The Security Deposit, if not applied toward payment of arrearages or damages, shall be returned to Tenant within thirty (30) days after termination of the Lease and Tenant vacating the Premises, provided the Tenant has performed all obligations under this Lease. If Landlord sells or assigns its interest in the Premises, it may deliver the Security Deposit to the purchaser or assignee and Landlord will thereupon be released from any further liability with respect to the Security Deposit or its return to Tenant and the purchaser or assignee shall become directly responsible to Tenant.

21. Real Property Taxes. The Landlord shall pay *ad valorem* real estate taxes.

22. Business Taxes. Tenant covenants and agrees to pay, as due, all "Business Taxes," consisting of all taxes attributable to the personal property, trade fixtures, business, income, occupancy, operations or sales of Tenant, or any other occupant of the Premises.

23. Removal of Furniture, Fixtures, and Equipment. Tenant, upon expiration of this Lease and prior to vacating the Premises, shall remove any furniture, trade fixtures, and equipment which Tenant may have installed on or in the Premises and which have not been permanently affixed to the Premises; provided, however, that Tenant shall restore any and all damage to the Premises resulting from any such removal. Failure of Tenant to remove any such property shall be deemed an abandonment thereof and authorization of Landlord to dispose of the property in any manner it so chooses without recourse from Tenant ("Abandoned Property"). Tenant waives all rights to Abandoned Property and agrees to warrant and forever defend the title to the Abandoned Property against every person whomsoever claims any rights in the Abandoned Property, and to indemnify and hold landlord harmless for any claims by third parties related to the Abandoned Property. Tenant shall not remove any fixtures that are not trade fixtures.

24. Quiet Enjoyment. Landlord covenants that Tenant, upon paying the rentals herein reserved and upon Tenant observing, performing and keeping all and singular the covenants and agreements herein specified to be kept and performed by Tenant, shall, and may lawfully, peacefully and quietly have, hold, use, occupy, possess and enjoy the Premises for and during the Term hereof, without any hindrance, eviction, molestation or interruption of or by the Landlord except as otherwise provided in this Lease. Tenant covenants that it will permit no activity to be conducted on the Premises which will unreasonably disturb other tenants of Railroad Square or their guests, or which will constitute a breach of the peace. In

the event Tenant violates this covenant, Tenant agrees to indemnify and hold the Landlord harmless from any and all claims, actions or causes of action, suits, controversies, judgments, and demands whatsoever, in law or in equity, which any third parties, including other tenants, may assert against Landlord arising out of or related to Tenant's violation of this covenant.

25. Indemnification.

(a) Tenant agrees to indemnify Landlord and hold it harmless from and against any and all loss (including any and all Rent payable in respect to the Premises) claims, actions, damages, liability and expense of any kind whatsoever (including attorneys' fees and costs at all tribunal levels), arising out of the use or occupancy by Tenant or Tenant's Agents of the Premises or any part thereof, including first party claims. The foregoing indemnification is applicable whether occasioned wholly or in part by any act or omission of Tenant, Tenant's agents, or by any other party permitted to be on the Premises by Tenant. Without limiting the foregoing, Tenant shall indemnify, defend, and hold Landlord harmless from suits, actions, damages, liabilities, losses and expenses (including, but not limited to, attorneys' fees in settlement, at trial and on appeal) in connection with loss of life, personal injury and/or property damage arising from or out of any occurrence in or upon the Premises.

(b) Landlord shall not be responsible or liable to Tenant or to those claiming by, through or under Tenant for any loss or damage to either the person or property of Tenant that may be occasioned by or through the acts or omissions of persons occupying adjacent, connecting or adjoining premises, nor shall Landlord be liable for any damage or loss arising from any acts of negligence of any other third party, nor from the leaking of the roof, nor from the bursting, leaking or overflowing of water, sewer or steam pipes, nor from plumbing fixtures, nor from electric wires or fixtures, nor from any other cause whatsoever, Tenant expressly agreeing to indemnify and hold Landlord harmless in all such cases.

(c) Tenant shall give prompt notice to Landlord in case of any fire or accident in the Premises or in the Building of which the Premises is part, or of defects therein, or of defects in any fixtures or equipment.

26. Hazardous Substances.

(a) The term "Hazardous Substances," as used in this Section, shall include, without limitation, flammables, explosives, radioactive materials, asbestos, polychlorinated biphenyls (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic under any law or regulation now or later enacted or promulgated by any governmental authority.

(b) Environmental Prohibitions. Tenant shall not cause or permit to occur:

(i) Any violation of any federal, state, or local law, ordinance, or regulation now or later enacted, related to environmental conditions on, under, or about the Premises, or arising from Tenant's use or occupancy of the Premises, including, but not limited to, soil and ground water conditions; or

(ii) The use, generation, release, manufacture, refining, production, processing, storage, or disposal of any hazardous substance on, under, or about the Premises, or the transportation to or from the Premises of any hazardous substance.

(c) Environmental Compliance.

(i) Tenant shall, at Tenant's expense, comply with all laws regulating the use, generation, storage, transportation, or disposal of Hazardous Substances relating to the Premises.

(ii) Tenant shall, at Tenant's expense, make all submissions to, provide all information required by, and comply with all requirements of all governmental authorities under the laws.

(iii) If any authority or any third party demands that a clean-up plan be prepared and that a clean-up be undertaken because of any deposit, spill, discharge, or other release of Hazardous Substances that occurs during the term, at or from the Premises, or which arises at any time from Tenant's use or occupancy of the Premises, then Tenant shall, at Tenant's expense, prepare and submit the required plans and all related bonds and other financial assurances; and Tenant shall carryout all work required by such clean-up plans or if Tenant fails to do so, Landlord shall do so and bill Tenant for any related procedures or studies performed.

(iv) Tenant shall promptly provide all information regarding the use, generation, storage, transportation or disposal of Hazardous Substances. If Tenant fails to fulfill any duty imposed under this Section, within a reasonable time, Landlord may do so; and in such case, Tenant shall cooperate with Landlord in order to prepare all documents Landlord deems necessary or appropriate to determine the applicability of the laws to the Premises and Tenant's use of them, and for compliance with the laws, and Tenant shall execute all documents promptly upon Landlord's request. No such action by Landlord and no attempt made by Landlord to mitigate damages under any law shall constitute a waiver of any of Tenant's obligations under this Lease.

(v) Tenant has the affirmative duty to disclose to and inform Landlord of use, generation, storage, transportation or disposal of Hazardous Substances on the Premises at any time.

(d) Environmental Indemnity. Tenant shall indemnify, defend, and hold harmless Landlord from all fines, suits, procedures, claims, and actions of every kind and all costs associated with such claims (including attorneys' and consultants' fees) arising out of or in any way connected with any deposit, spill, discharge, or other release of Hazardous Substances that occurs at any time, from Tenant's use or occupancy of the Premises before, during or after the Term of this Lease, or from Tenant's failure to provide all information, make all submissions, and take all actions required by all authorities under the laws and all other environmental laws.

(e) Lead Disclosure. Landlord represents to Tenant that to the best of Landlord's knowledge, there is not present within the Premises and/or the Building that it is in, any unlawful asbestos, polychlorinated biphenyls or other unlawful hazardous chemicals, explosive materials, radioactive substances and toxic substances. The Tenant acknowledges that the Premises was built prior to 1978, and that such Premises and/or the Building that it is located in, may present exposure to lead from lead-based paint, which can pose health hazards if not managed properly, and is especially harmful to young children and pregnant women. By executing this Lease, Tenant expressly releases Landlord from any loss, claim, liability, or damage now or hereafter arising from or relating to the presence at any time of such substances in or on the Premises.

(f) Survival. Tenant's obligations and liabilities, including its indemnify obligation, under this Hazardous Substances Section shall survive the expiration or termination of this Lease.

27. Destruction. If the Premises is damaged, Landlord may either:

(a) Repair the Premises to its condition at the time of the occurrence of the damage and the Rent shall be abated proportionately as to that portion of the Premises rendered uninhabitable. Any abatement of Rent shall end five (5) days after the repairs have been completed. If the damage is caused by the negligence of the Tenant or its employees, agents or invitees there shall be no abatement of Rent.

(b) Elect to cancel this Lease. In such case, Tenant shall vacate and surrender the Premises to Landlord within thirty (30) days, unless Tenant and Landlord agree in writing to other arrangements. Tenant may be required to vacate the Premises immediately if Landlord deems it to be necessary. Tenant's liability for Rent shall continue for the pro rata amount of the Rent due through the date of surrender.

28. Code Compliance.

(a) If the Premises is determined to be untenable due to a violation of code related to the **interior** of the Premises, Landlord may either:

(i) Direct Tenant to take all necessary actions to bring it into code compliance. In such an event, at Tenant's sole cost, Tenant shall bring the Premises into compliance with code within thirty (30) days, or as soon as reasonably possible in the event that compliance cannot be reasonably accomplished within thirty (30) days. Rent shall not be abated.

(ii) Elect to cancel this Lease. In such case, Tenant shall vacate and surrender the Premises to Landlord within thirty (30) days, unless Tenant and Landlord agree in writing to other arrangements. Tenant may be required to vacate the Premises immediately if Landlord deems it to be necessary. Tenant's liability for Rent shall continue through the date of surrender.

(b) If the Premises is determined to be untenable due to a violation of code related to the **exterior** of the Premises, Landlord may either:

(i) Take all necessary actions to bring it into code compliance as soon as reasonably possible.

(ii) Elect to cancel this Lease. In such case, Tenant shall vacate and surrender the Premises to Landlord within thirty (30) days, unless Tenant and Landlord agree in writing to other arrangements. Tenant may be required to vacate the Premises immediately if Landlord deems it to be necessary. Tenant's liability for Rent shall continue through the date of surrender.

29. Condemnation.

(a) If the whole of the Premises shall be acquired or taken pursuant to the power of eminent domain for any public or quasi-public use or purpose, then this Lease and the Term herein shall cease and terminate as of the date of title vesting in the public authority in such proceeding.

(b) If less than the whole of the Premises shall be acquired or taken pursuant the power of eminent domain for any public or quasi-public use or purpose, then Landlord shall have the option to terminate this Lease as of the date of title vesting in the public authority in such proceeding. If Landlord does not terminate this Lease, then Tenant shall be obligated to comply with all terms of the Lease and Rent shall not be reduced, regardless of the size of the portion so acquired or taken.

(c) All compensation awarded or paid upon such a total or partial taking of the Premises shall belong to and be the property of the Landlord without any participation by Tenant. Tenant shall, however, be entitled to claim, prove and receive in such condemnation proceedings such award as may be allowed for relocation costs, fixtures and other equipment installed by Tenant, but only to the extent that the same shall not reduce Landlord's award and only if such award shall be in addition to the award for the land and Building (or portion thereof) containing the Premises. To the extent that Tenant has a claim in condemnation proceedings, as aforesaid, Tenant may claim from condemners, but not from Landlord, such compensation as may be recoverable by Tenant.

30. Default.

(a) In the event Tenant shall not pay the Rent at the time and in the amount stated and such default shall continue for a period of ten (10) days, or if Tenant shall fail to keep and perform any other conditions, stipulations or agreements herein contained, regardless of duration, or if Tenant vacates or abandons the Premises or ceases doing business therein for a period of ten (10) consecutive days, regardless of whether Rent payments are in default, or if this Lease shall pass to or devolve upon, by law or otherwise, one other than Tenant except as herein provided, or if Tenant's interest hereunder or its property on the Premises is attached, sequestered or taken under execution or other legal process, or if Tenant becomes insolvent, or files or has filed against it pursuant to any statute either of the United States or any state a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's property or makes an assignment for the benefit of creditors, or makes a bulk sale of substantially all its assets, or petitions for or enters into an arrangement, then and in any of such events, Landlord may, without prior notice and opportunity to cure, at Landlord's option, in addition to any and all other legal remedies and rights, do any or all of the following:

(i) Terminate this Lease and re-enter upon the Premises;

(ii) Declare the entire Rent for the balance of the Term or any part thereof, due and payable forthwith;

(iii) Take possession of the Premises without terminating this Lease and rent the same for the account of the Tenant in which event Tenant covenants and agrees to pay any deficiency after crediting it with the Rent thereby obtained less all repairs and expenses, including the costs of remodeling and brokerage fees, and Tenant waives any claim it may have to any Rent obtained on such reletting which may be in excess of the Rent required to be paid herein by Tenant;

(iv) Perform such obligation (other than payment of Rent) on Tenant's behalf and charge the cost thereof, together with a reasonable fee for Landlord's time and effort, to Tenant as Additional Rent; or

(v) Landlord may resort to any two or more of such remedies or rights. The exercise of any of the options herein contained shall not be deemed the exclusive remedy of the Landlord.

(b) Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of the Premises, by reason of the violation by Tenant of any of the provisions of this Lease, or otherwise.

(c) In the event Tenant shall default hereunder prior to the beginning of any renewal or extension of the Lease, Landlord may cancel such renewal or extension agreement upon fifteen (15) days written notice to Tenant.

(d) Allocation of Payments. Landlord may at its option apply any sums received from Tenant against any amounts due and payable by Tenant under this Lease in such manner as Landlord sees fit and regardless of the express purpose for which the tender was made and notwithstanding any endorsement placed on the check by which payment is made.

(e) Accord and Satisfaction. No endorsement or statement on a check or letter accompanying any check or payment by Tenant to Landlord shall be deemed an accord and satisfaction or a release of liability, and Landlord may accept such check or payment without prejudice to Landlord's rights to recover the balance of all sums due to Landlord hereunder, or to pursue any other remedy set forth in this Lease or granted by law or in equity.

31. Existing Mortgages. Tenant agrees that this Lease shall be subordinate to any existing or future mortgage given by Landlord and encumbering the Premises, and Tenant further agrees to execute and deliver such agreements which Landlord may from time-to-time request to acknowledge or evidence such subordination. The provisions of this Section shall be self-operative and no further instrument of subordination shall be required. If any party shall seek confirmation of such subordination, Tenant shall promptly execute and deliver, at its own cost and expense, an instrument, in recordable form, to evidence such subordination; if Tenant fails to execute, acknowledge or deliver any such instrument within ten (10) days after request therefor, Tenant hereby irrevocably constitutes and appoints Landlord as Tenant's

attorney-in-fact, coupled with an interest, to execute, acknowledge and deliver any such instruments for and on behalf of Tenant. Tenant shall not cause, permit or suffer anything to be done which would constitute a default under any such Mortgage.

32. Estoppel Statement. Tenant shall, upon request by Landlord, execute and deliver to Landlord a written declaration in recordable form: (a) Ratifying this Lease; (b) Expressing the commencement and termination dates thereof; (c) Certifying that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended (except by such writings as shall be stated); (d) Stating that all conditions under this Lease to be performed by the Landlord have been satisfied or setting forth any claimed defaults; (e) Stating that there are no defenses or offsets against the enforcement of this Lease by the Landlord, or stating those claimed by the Tenant; (f) Setting forth the amount of advance rental, if any, (or none if such is the case) paid by the Tenant; (g) Stating the date to which rental has been paid; (h) Setting forth the amount of security deposited with the Landlord; and (i) Stating such other information as may be reasonably requested by Landlord. Such declaration shall be executed and delivered by Tenant from time-to-time as may be requested by Landlord, within ten (10) days of receipt of Landlord's request. Landlord's mortgagee, lenders and/or purchasers shall be entitled to rely upon such declaration.
33. Attornment. Tenant shall, in the event of the sale or assignment of Landlord's interest in the Building of which the Premises forms a part, or in the event of any foreclosure of, or in the event of the exercise of the power of sale under any mortgage made by the Landlord covering the Premises, attorn to the purchaser and recognize such purchaser as the Landlord under this Lease.
34. Force Majeure. Landlord shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from doing so by cause or causes beyond Landlord's control which shall include, without limitation, all labor disputes, civil commotion, war, war-like operations, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, pandemic, epidemic, declaration of a state of emergency by any government body with jurisdiction to regulate Landlord, natural disasters, extreme weather damage like those caused by hurricanes or tornados, fire or other casualty, inability to obtain any material, services, insurance proceeds, or financing or through acts of God.
35. Holding Over. Any holding over after the expiration of this Term or any renewal term shall be construed to be a tenancy from month-to-month and shall otherwise be on the terms herein specified so far as applicable. If Landlord has requested that Tenant vacate by a certain date and Tenant has not vacated by that date, Landlord may collect double the Rent from that date until Tenant has vacated.
36. No Waiver. Failure of Landlord to insist upon the strict performance of any provision or to exercise any option or enforce any rules and regulations shall not be construed as a waiver for the future of any such provision, rule or option. The receipt by Landlord of Rent with knowledge of the breach of any provision of this Lease shall not be deemed a waiver of such breach. No provision of this Lease shall be deemed to have been waived unless such waiver is in writing signed by Landlord.
37. For Rent Signs and Showing of Premises. Landlord may enter the Premises at reasonable hours for the purpose of offering the Premises for rent or sale, and place "For Rent" signs on the exterior of the Premises.
38. Delay of Possession. If Landlord is unable to give possession of the Premises on the date of the commencement of the aforesaid Term, an abatement or diminution of the Rent to be paid hereunder shall be allowed the Tenant under such circumstances, but nothing herein shall operate to extend the Term of the Lease beyond the agreed expiration date, and said abatement in Rent shall be the full extent of Landlord's liability to Tenant for any loss or damage to Tenant on account of said delay in obtaining possession of the Premises.
39. Alterations. Tenant shall make no alterations, additions, repairs or improvements in or to the Premises without the written consent of Landlord. All additions, alterations or improvements shall be and remain a part of the Premises at the expiration of this Lease. Re-keying locks, installing additional locks or security systems, is not allowed without written consent of Landlord and is subject to a \$75 fine.
40. Signs and Advertising. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed on any part of the outside or inside of the Premises or Building without the

prior written consent of Landlord. Additionally, the exterior of building may not be repainted without written permission from Landlord. In the event of a violation, Landlord may remove the sign, advertisement, notice or other lettering without any liability, and may charge the expenses incurred in connection with such removal to the Tenant. Signs shall be inscribed, painted or affixed at the expense of Tenant, and shall be of a size, color and style acceptable to Landlord. All signs, even if approved by Landlord, must be in conformance with applicable Laws.

41. Defacing. Tenant shall not mark, paint, drill into or in any way deface any part of the Premises or the Building of which they form a part. No boring, cutting, or stringing of wires shall be permitted, except with the prior written consent of Landlord, and as Landlord may direct.

42. Windows. Tenant, before closing and leaving the Premises at any time, shall see that all windows are closed. Tenant must observe care not to leave windows open when it rains, and for any default or carelessness in these respects, or any of them, shall be responsible for and make good any injury sustained by other tenants, and to the Landlord for damage to paint, plastering, or other parts of the Building, resulting from default or carelessness.

43. Construction Liens. If Tenant causes any lien to be recorded against any portion of the Premises or against Landlord's or Tenant's interest therein, Tenant shall discharge it immediately. If any such lien is recorded and not discharged by Tenant within fifteen (15) days following recording, Landlord shall have the right to take any and all steps deemed necessary by Landlord to remove such lien, without providing prior notice to Tenant, and the cost thereof shall be paid immediately from Tenant to Landlord as Additional Rent.

Landlord's interest in the Premises shall not be subjected to liens of any nature by reason of Tenant's construction, alteration, renovation, repair, restoration, replacement or reconstruction of any improvements on or in the Premises, or by reason of any other act or omission of Tenant (or of any person claiming by, through or under Tenant) including, but not limited to, contractors', mechanics' and materialmen's liens. Tenant has no authority to subject Landlord's interest in the Premises to any contractors', mechanic's or materialmen's lien or claim of lien. Tenant hereby acknowledges and agrees to the following: **THE INTEREST OF LANDLORD IN THE PREMISES SHALL NOT BE SUBJECT TO LIENS FOR IMPROVEMENTS TO THE PREMISES MADE BY TENANT, NOTWITHSTANDING ANY APPROVAL BY LANDLORD OF ANY CONTRACT WITH ANY CONTRACTOR, OR LANDLORD'S APPROVAL OF ANY SUCH IMPROVEMENT(S) AND/OR ALTERATION. PRIOR TO ENTERING INTO ANY CONTRACT FOR THE CONSTRUCTION OF ANY ALTERATION, TENANT SHALL IN COMPLIANCE WITH SECTION 713.10, FLORIDA STATUTES, NOTIFY THE CONTRACTOR MAKING IMPROVEMENTS TO THE PREMISES OF THE FOREGOING PROVISION (AND PROVIDE WRITTEN ACKNOWLEDGEMENT THEREOF TO LANDLORD), AND TENANT'S KNOWING OR WILLFUL FAILURE TO PROVIDE SUCH NOTICE TO THE CONTRACTOR SHALL RENDER THE CONTRACT BETWEEN TENANT AND THE CONTRACTOR VOIDABLE AT THE OPTION OF THE CONTRACTOR. IN ADDITION, ANY FAILURE BY TENANT (WHETHER KNOWING, WILLFUL OR OTHERWISE) TO PROVIDE SUCH NOTICE TO THE CONTRACTOR SHALL CONSTITUTE A DEFAULT UNDER THIS LEASE, AND IN THAT EVENT LANDLORD MAY, BUT SHALL NOT BE REQUIRED TO, EXERCISE ALL REMEDIES AVAILABLE UNDER THIS LEASE AS A RESULT OF SUCH DEFAULT.**

44. Real Estate Brokers. Landlord will compensate Tenant's Broker, NAI Talcor, standard real estate leasing commission.

45. Marginal Titles. The marginal titles appearing in this Lease are for purposes of easy reference and shall not be considered a part of this Lease or in any way modify, amend, restrict or affect the provisions thereof.

46. Costs of Enforcement. Tenant shall pay all costs, expenses, fees, and charges incurred by the Landlord in enforcing, by legal action or otherwise, any of the provisions of this Lease, including the payment of reasonable attorneys' fees and costs, and if legal proceedings are instituted, then to recover reasonable attorneys' fees on both the trial and appellate level. This provision shall include all reasonable attorneys' fees incurred in litigation, including fees incurred in determining entitlement to and reasonableness of fees.

47. Binding Effect. This Lease shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

48. Entire Agreement. This Lease contains the entire agreement of the parties hereto with respect to the matters covered hereby, and no other agreement, statement, or promise made by any party hereto, or to any employee, officer or agent of any party hereto, which is not contained or referenced herein, shall be binding or valid. No modification of this Lease shall be binding on the parties unless it is in writing and executed.

49. Recordation. Neither this Lease nor any memorandum hereof shall be recorded without the written consent of the Landlord.

50. Radon. 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.

51. Mold, Mildew, and Other Fungus.

(a) Landlord's Disclosure: There are many types of fungus. Fungus (meaning any type or form of fungi, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi) has been found in buildings all over Florida. Properties are not, and cannot be, constructed to exclude fungus. Moisture is one of the most significant factors contributing to fungus growth. Information about controlling fungus growth may be available from your county extension agent or health department. Certain strains of fungus may cause damage to property and may adversely affect the health of susceptible persons, including allergic reactions that may include skin, eye, nose, and throat irritation. Certain strains of fungus may cause infections, particularly in individuals with suppressed immune systems. Some experts contend that certain strains of fungus may cause serious and even life-threatening diseases. However, experts do not agree about the nature and extent of the health problems caused by fungus or about the level of fungus exposure that may cause health problems. The Centers for Disease Control and Prevention is studying the link between fungus and serious health conditions. The Landlord cannot and does not represent or warrant the absence of fungus in the Premises. Landlord's liability insurer has specifically excluded coverage of any claim associated with fungus. Accordingly, were a claim to be made for damage related to fungus, Landlord would be uninsured for such claim. Landlord considers this an unacceptable risk, and Landlord would therefore not lease the Premises to Tenant if such risk was present. Landlord has not conducted any inspection to locate any accumulations of fungus in the Premises or the Building (the "Building") in which the Premises are located. Fungus is by its nature difficult to detect, and due to the location of the Building in Florida (a relatively rainy, humidity-prone state), there is the possibility of present or future presence of fungus in the Building. It is the Tenant's obligation to determine whether a fungus problem is present in the Premises. To do so, the Tenant should hire a qualified inspector and make this Lease contingent upon the results of that inspection.

(b) Tenant's Acknowledgement of Inspection Opportunity and Rights: Prior to the signing of this Lease, Tenant has been given the opportunity to fully and completely inspect the Premises and the Building, through itself and its agents.

(c) Tenant's Assumption of Responsibility, Risk, and Liability: Tenant hereby acknowledges the possibility of the presence of fungus in the Premises and the Building, now or in the future, and agrees to assume the risk of current or future accumulations of fungus in the Premises and the Building.

(d) Tenant's Agreement to Inspect, Maintain, and Report During Lease Term: Tenant shall immediately report to Landlord the presence of water intrusion, leaks, fungus or fungus conditions, or any fungus related symptoms experienced by Tenant or its employees, agents, customers, guests, contractors, occupants, and invitees. Information must be reported directly to Property Manager, not to maintenance staff. Tenant agrees to keep the Premises free of dirt and debris that can harbor fungus. Tenant agrees to immediately report to the Landlord any water intrusion, such as plumbing leaks, drips, or "sweating pipes". Tenant agrees to notify Landlord of overflows from bathroom and kitchen facilities, especially in the cases where the overflow may have permeated floors, walls or cabinets. Tenant agrees to use, maintain, and repair all exhaust or ventilation fans installed in the Premises. Tenant agrees to use all reasonable care to close all windows and doors to prevent outdoor water from penetrating into the Premises. Tenant agrees to clean and dry any visible moisture on windows and other surfaces, including personal property, as soon as is reasonably possible. (NOTE: Fungus can grow on damp surfaces within 24 to 48 hours.) Tenant agrees to routinely change the filters in, and maintain and repair as needed, the HVAC system and to notify the Landlord of any problems with the HVAC system that are discovered by the Tenant. Tenant agrees to use the HVAC system in the Premises to maintain appropriate climate control at all times. Tenant agrees to notify the Landlord of any water intrusion or mold or fungus problems in any portion of the Building, including, but not limited to the Premises, if it becomes aware of such problems.

(e) Release of Liability and Agreement to Indemnify Landlord: Tenant covenants and agrees that Landlord has no obligation or duty to Tenant, its agents, customers, guests, contractors, occupants, and invitees to protect against exposure to mold or other fungus. In exchange for the mutual promises and covenants contained

herein, including Landlord's agreement to lease the Premises to Tenant, Tenant, for itself and its heirs and assigns, and for its agents, customers, guests, contractors, occupants, licensees, and invitees, hereby releases, waives, disclaims, and forever discharges Landlord, its heirs, successors, and assigns from any and all liability for bodily injury, property damage, personal injury or any other injury whatsoever arising out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any fungus in or about the Building or the Premises. Tenant agrees to indemnify and hold the Landlord harmless from any actions, claims, losses, damages, and expenses, including but not limited to, attorneys' fees, at the trial and appellate levels, that the Landlord may sustain or incur as a result of the negligence of the Tenant in its possession and use of the Premises and any claim against Landlord for which Tenant has released Landlord as provided herein.

52. Americans With Disabilities Act. Tenant and Landlord acknowledge that the Americans with Disabilities Act of 1990 (42 U.S.C. §12101, et seq.) and regulations and guidelines promulgated thereunder, all as amended and supplemented from time to time (collectively the "ADA") and applicable State Accessibility Building Codes (the "Codes") establish requirements for business operations, accessibility and barrier removal, which may or may not apply to the Premises depending on, among other things: (1) whether Tenant's business is deemed a "public accommodation" or "commercial facility," (2) whether such requirements are "readily achievable," and (3) whether a given alteration affects a "primary function area" or triggers "path of travel" requirements. The parties agree that: (a) Tenant shall be responsible for ADA Title III and Codes compliance for the Premises, including any improvements or other work to be performed in the Premises under or in connection with this Lease, and (b) Landlord may perform, or require that Tenant perform, at Tenant's expense, "path of travel" requirements triggered by alterations to the interior of the Premises if such are deemed necessary. The parties shall each be solely responsible for requirements under Title I of the ADA relating to their respective employees. Tenant may not rely on any written consents or approvals of Landlord for plans and improvements as compliance with ADA or Code requirements or guidelines, or as a waiver by Landlord of Tenant's obligations hereunder. Tenant is solely responsible for the Premises' compliance with the ADA.

53. USA Patriot Act. This Lease and Tenant's rights hereunder are subject to (i) the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the "USA Patriot Act"), as the same may be amended from time to time, and corresponding provisions of future laws, and (ii) the requirements of Executive Order No. 13224, 66 Fed. Reg. 49079 (September 25, 2001) (the "Order") and other similar requirements contained in the rules and regulations of the Office of Foreign Asset Control, U.S. Department of the Treasury ("OFAC") and in any enabling legislation or other Executive Orders in respect thereof (the Order and such other rules, regulations, legislation, or orders are collectively called the "Orders"), and Tenant represents and warrants that Tenant is not listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable. This Lease is terminable by Landlord in the event that the above representations and warranties are not true and correct.

54. Counterparts. This Lease may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall together constitute one in the same instrument.

55. Governing Law. This Lease shall be construed in accordance with and governed by the laws of the State of Florida, without giving effect to venue, principals of conflict of laws, except where specifically preempted by Federal Law. Venue for any dispute raised by any party to this Lease shall be Leon County, Florida.

56. No Partnership. Nothing in this Lease creates any relationship between the parties other than that of lessor and lessee and nothing in this Lease constitutes Landlord a partner of Tenant or a joint venture or member of a common enterprise with Tenant.

57. Partial Invalidity. All of the provisions of this Lease are to be construed as covenants even though not expressed as such. If any such provision is held or rendered illegal or unenforceable it shall be considered separate and severable from this Lease and the remaining provisions of this Lease shall remain in full force and effect and bind the parties as though the illegal or unenforceable provision had never been included in this Lease.

58. Waiver of Jury Trial. BOTH LANDLORD AND TENANT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT LANDLORD AND TENANT MIGHT HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS, CROSS-CLAIMS, OR THIRD PARTY CLAIMS, ARISING OUT OF,

UNDER, OR IN CONNECTION WITH THIS LEASE, OR THE TRANSACTION CONTEMPLATED HEREIN. LANDLORD AND TENANT HEREBY CERTIFY THAT NO REPRESENTATIVE OR AGENT OF THE OTHER OR THEIR COUNSEL HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT, IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the day and year written below.

LANDLORD:

RAILROAD SQUARE, LLC,
a Florida limited liability company

By: _____

Name: _____

Title: _____

Date: _____

TENANT:

By: _____

Name: _____

Title: _____

Date: _____

TENANT:

By: _____

Name: _____

Title: _____

Date: _____

TENANT:

By: _____

Name: _____

Title: _____

Date: _____

Railroad Square Art District Rules and Regulations (as of Dec '21)

1) **Maintenance and Emergencies:** If you have or are witness to a life-threatening emergency, call 9-1-1. If you have or are witness to a non-life-threatening emergency, email the Property Manager at tlmmaintenance@tlgproperty.com or (if during business hours) 850-385-6363 or (if after hours) 1-866-758-7005. If your situation or maintenance need is not an emergency, please email the Property Manager and await their response. After hours emergencies would include electrical shorts, broken plumbing that cannot be turned off by a faucet or water shutoff, or any issue that may cause a threat to life safety or a danger to your space. If you experience a power outage, please call City of Tallahassee Utilities: 891- 4YOU (891-4968).

2) **Parking:**

(a) No unregistered, unlicensed, or non-operable vehicle shall be stored on the property.

(b) **Your patrons may utilize on-street parking provided that they are parked properly and not obstructing the street or any entryway. Vehicles may be towed if parked in non-designated areas, including but not limited to non-asphalted areas, fire lanes, and parking spaces in front of other Tenants' units. Tenants are responsible for informing their visitors and patrons of this information, and it is recommended that you place a notification at your entrance for this purpose.** If any vehicle is towed due to failure to comply with these requirements, the owner of the vehicle will be financially responsible for associated costs. If any claim is filed against the Landlord for towing a vehicle, and that claim is rewarded, the expense of such a claim will be charged to the Tenant whom the offending patron or guest was visiting.

3) **Special Events:**

(a) **If you would like to host a special event, beyond the scope of your usual operations, you must first obtain permission. Email Lillian Finn (LFinn@artdistrict.com). Such requests should be submitted at least thirty (30) days in advance. No marketing or announcements for the event should be made until after approval to host the event has been obtained; thus, you are encouraged to discuss your event with Management as early as possible. Events must occur within the Premises of your unit unless written permission is otherwise granted. Hosting a Special Event without permission is grounds for eviction.**

(b) If Management determines that security, parking, or waste management personnel are necessary, you are required to hire those individuals at least two weeks prior to the event and provide their names and contact information to the office by this time. Management may require that personnel be hired from a list of approved names or with a certain level of experience/certification. Additionally, the personnel must contact the office at least one week prior to discuss necessary details.

(c) You are responsible for ensuring that guests and visitors comply with laws and regulations.

(d) Selling alcohol without a license is illegal. If you choose to provide alcohol and obtain the proper licenses to do so, you are responsible for ensuring that individuals are of legal drinking age and that all related laws are followed. Additionally, you must obtain approval from management and provide proof of alcohol-related liability insurance at least two weeks prior to the event.

(e) Food vendors must be approved in advance and must provide proof of insurance and licensure at least one week prior to the event. Contact the office for a list of previously approved food vendors.

(f) Although it is encouraged that you describe an event as occurring "in Railroad Square Art District," marketing cannot be described or implied as being hosted or sponsored by Railroad Square without prior written permission. Management reserves the right to require that marketing be altered if it deems it necessary.

4) **Waste Management:**

(a) You are responsible for providing sufficient waste receptacles to meet the needs of your patrons. If garbage is left outside on the grounds on or around the Premises, or if you host an event that results in a noticeable increase in garbage on the grounds of Railroad Square, a minimum \$50 clean-up fee may be assessed. You will similarly be responsible for distributed flyers/handbills that cause the need for additional clean-up.

(b) City garbage dumpsters are for household/commercial waste only. The following materials may **not** be placed in the provided dumpsters: wood products, metal products, recyclable products, electronic equipment, furniture, construction debris, or hazardous materials (such as paint, solvents, batteries). A minimum \$50 fee will be assessed to anyone who does not respect this request. Contact the office if you need more information.

(c) Railroad Square has single-stream recycling. Please use a separate recycling container within your space and dispose of recyclable materials in the appropriate receptacle. Please do not place plastic or paper bags in the glass and can recycling containers.

5) **Opening Hours:** Hours of business shall last no later than 12am midnight, unless Landlord agrees to permit Tenant to extend these hours.

6) **Contact Information:** You are responsible for informing the office, in writing, of any changes made to your contact information, including changes in mailing address, phone number, and email address. Landlord is not responsible for any lack of communication caused by failure to do so.

7) **Fires:** No fires of any kind, nor burn barrels, tiki torches, or cooking grills (except by approved vendors) are allowed. Loss of deposit and/or a \$500 violation fee may occur, and Tenant may be evicted.

8) **Monthly First Friday Festival:**

(a) The First Friday event is from 6 - 9 pm. Please accurately disseminate these hours.

(b) First Friday is a very popular monthly event. With thousands of visitors, **it is necessary to close the streets to vehicles in order to promote pedestrian safety. Plan to arrive at Railroad Square before 6pm on the evening of a First Friday to ensure vehicular access and parking.** Ask patrons to park outside of Railroad Square and walk in, aside from individuals with disabilities who may request access from the police officer at the entrance. If security issues occur during First Friday, inform security personnel.

(c) In order to prevent competition for our tenants, **vending by non-tenants is not permitted, aside from approved food vendors.** Entertainment and non-profit organizations must also obtain permission.

(d) Please provide a visible garbage receptacle within your space for patron use.

We hope your experience in our community is enjoyable. If you have any questions or feedback, please feel free to call the office at (850) 385-6363.

Thank you for contributing to this unique cultural destination.

EXHIBIT A: EQUIPMENT LIST

- 20-Tap Beer Draft system
- 5ft beer coolers (2)
- Walk-in cooler 5x5 (1)
- Walk-in cooler 10x10 (1)
- 3-Door freezer (1)
- 2-Door cooler (1)
- 1-Door cooler (1)
- Hoshizaki Model B-1300ss
- Steam tables (2)
- Fry warmer (1)
- Fryers (2)
- 4ft expo table with warmer (1)
- 6ft deli 3 door deli cooler (1)
- 1-Door deli cooler (1)
- 4ft freezer/cooler (1)
- 3ft deep freezer (1)
- 8ft hood system (1) -
- Serve ware oven (1)
- 5ft flat top grill with 2 burners (1)
- 3ft electric flat top grill (1)
- Remaining Tables and Chairs not used by Food Hall or Art Garden space (expected numbers available will be shared with Tenant prior to December 2022)

EXHIBIT B: ART GARDEN RULES AND REGULATIONS

Initial Rules and Regulations for the Art Garden will be drafted by Landlord with collaboration and input from Tenant prior to Tenant taking occupancy of the unit. These Rules and Regulations may be modified by Landlord on an ongoing basis. Landlord will require other Art Garden tenants to also adhere to these Rules and Regulations.