

**FIRST AMENDMENT TO AGREEMENT  
TO LEASE AND IMPROVE  
THE (OLD) ANASTASIA CATHOLIC SCHOOL**

**THIS FIRST AMENDEMENT** is entered into this 10<sup>th</sup> day of August, 2021, by and between the **FORT PIERCE REDVELOPMENT AGENCY** (hereinafter referred to as "Landlord") and **THE LINDSAY SCHOOL OF THE ARTS, INC.**, a not-for-profit corporation under the laws of the State of Florida (hereinafter referred to as "Tenant").

**RECITALS**

**WHEREAS**, on October 21, 2019 (hereinafter referred to as "Effective Date"), the parties entered into an agreement to lease and improve the real property located at 110 N. 10th Street (also referred to as 910 Orange Avenue) in Fort Pierce, Florida (hereinafter referred to as the "Lease Agreement"); and

**WHEREAS**, Article 2.2(a) of the Lease Agreement requires Tenant to make substantial progress toward restoration of the demised premises within one (1) year of the Effective Date of the Lease Agreement; and

**WHEREAS**, Article 3.4 of the Lease Agreement specifies that Tenant shall substantially complete renovations on the demised premises within two (2) years of the Effective Date of the Lease Agreement; and

**WHEREAS**, Article 18.8 of the Lease Agreement defines force majeure events and provides for tolling of deadlines; and

**WHEREAS**, Landlord and Tenant entered into a memorandum of understanding, wherein both parties acknowledged that the COVID-19 pandemic constituted a force majeure event within the meaning of Article 18.8; and

**WHEREAS**, Landlord and Tenant agree that the aforementioned force majeure event ended on June 26, 2021, upon the expiration of the Governor's Executive Order 20-52; and

**WHEREAS**, Landlord and Tenant agree that Articles 2.2(a) and 3.4 should be amended to reflect new deadlines,

**NOW THEREFORE**, in consideration of the mutual benefits received by each party, Landlord and Tenant agree as follows:

1. The foregoing recitals are hereby incorporated as forming the intent and purpose of this First Amendment.

2. Article 2.2(a) of the Lease Agreement is hereby amended to state as follows:

**2.2 Termination.**

(a) Termination for Failure to Restore the Building. If Tenant has not made substantial progress toward restoration of the Building, as determined by Landlord in its sole and absolute discretion, within twenty-eight (28) months of the Effective Date of this Lease, then Landlord may terminate this Lease by written notice to Tenant.

3. Article 3.4 of the Lease Agreement is hereby amended to state as follows:

**3.4 Substantial Completion.** The term "Substantial Completion" means substantial completion of the Tenant Work in accordance with the Final Plans, as evidenced by Tenant's receipt of all approvals necessary for Tenant to occupy and operate the Building, including, without limitation, a certificate of occupancy for the Building (if applicable). The date on which Substantial Completion occurs is the "Substantial Completion Date." On each anniversary of the Effective Date until the Substantial Completion Date, Tenant and Landlord shall meet in person to discuss the measures that Tenant is taking to achieve Substantial Completion. Tenant shall, at Tenant's sole cost and expense, bring all material documents to such meetings with Landlord (or provide such documents to Landlord in advance at Landlord's request) in order for Landlord to be able to audit Tenant's progress with respect to Substantial Completion. The Substantial Completion Date shall occur within forty (40) months of the Effective Date.

4. This First Amendment shall be effective immediately upon execution by the parties' duly authorized officials or representatives.

5. This First Amendment constitutes the complete and entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior agreements, arrangements, or understandings, whether oral or written, between the parties with respect to Articles 2.2(a) and 3.4 of the Lease Agreement. Except as amended herein, the Lease Agreement shall remain unaltered and fully enforceable.

**IN WITNESS WHEREOF**, the parties hereto have signed, sealed, and delivered this First Amendment as of the day and year written below.


**WITNESS AS TO LANDLORD:**

**LANDLORD:**


**ATTEST:**

**FORT PIERCE REDEVELOPMENT AGENCY**

By:

  
Linda Cox, City Clerk

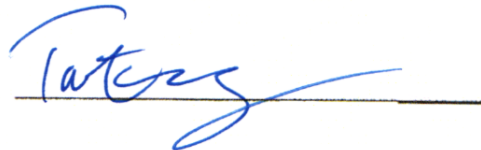
By:

  
Linda Hudson, Chair

Date: 8/10/2021

**APPROVED AS TO FORM  
AND CORRECTNESS:**

By:




TENANT:

WITNESSES AS TO TENANT:

THE LINDSAY SCHOOL OF THE ARTS, INC



By: 

Date: 7/15/21

Date: 07/15/21

**MEMORANDUM OF UNDERSTANDING**  
**AS TO LEASE AGREEMENT TO LEASE AND IMPROVE**  
**THE (OLD) ST. ANATASIA CATHOLIC SCHOOL**

The parties to this Memorandum of Understanding (“MOU”) are THE LINDSAY SCHOOL OF THE ARTS, INC., INC., a Florida not for profit corporation, (“LSA”) and the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 (the “FPRA”).

WHEREAS, the FPRA and LSA entered into that certain Lease Agreement to Lease and Improve the (Old) St. Anastasia Catholic School, executed on October 23, 2019 (the “Agreement”).

WHEREAS, on March 9, 2020, Florida Governor Ron DeSantis signed Executive Order 20-52, declaring that a state of emergency exists in the State of Florida, due to the Novel Coronavirus Disease 2019 (COVID-19) pandemic (the “COVID-19 Pandemic”); and

WHEREAS, on March 17, 2020, City of Fort Pierce Mayor Linda Hudson signed a Declaration of Local Emergency, recorded in Official Records Book 4397, Page 443, of the Public Records of St. Lucie County Florida, declaring that a state of local emergency exists for the City of Fort Pierce, due to the COVID-19 Pandemic; and

WHEREAS, the foregoing states of emergency caused by the COVID-19 Pandemic are now hindering and will continue to hinder FPRA and LSA from the performance of their respective obligations under the Agreement; and

NOW, THEREFORE, the undersigned parties to this MOU do understand, acknowledge and agree as follows:

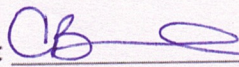
THAT the COVID-19 Pandemic constitutes a catastrophic Force Majeure Event affecting all parties to the Agreement and that in accordance with Section 18.8 of the Agreement, all deadlines set forth in the Agreement are hereby tolled, extended and suspended by a period of time equal to the period of interruption caused by such Force Majeure Event. Such period of interruption has resulted in a delay in performance by the parties to the Agreement that is an actual and direct result of the COVID-19 Pandemic. Such period of interruption commenced on March 17, 2020 and shall continue through the date that the Florida Governor’s state of emergency declaration for the COVID-19 Pandemic ends, as such state of emergency declaration may be extended by the Governor. . The deadlines tolled, extended and suspended by a period of time equal to the foregoing period of interruption caused by the COVID-19 Pandemic shall include, without limitation, the termination for failure to restore the building set forth in section 2.2. (a) of the Agreement.

THAT, other than as specifically set forth herein, the parties to the Agreement are not waiving or releasing any rights or obligations set forth in the Agreement and all terms and conditions of the Agreement shall remain in full force and effect.

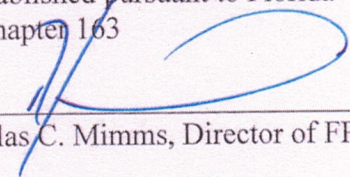
IN WITNESS WHEREOF, the parties hereto have signed this Memorandum of Understanding as of the dates set forth below.

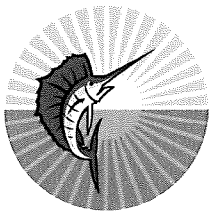
[SIGNATURE PAGE TO FOLLOW]

THE LINDSAY SCHOOL OF THE ARTS,  
INC. a Florida not for profit corporation

By:  \_\_\_\_\_  
Cynthia L. Bridges, President

FORT PIERCE REDEVELOPMENT  
AGENCY, a community redevelopment  
agency established pursuant to Florida  
Statutes Chapter 163

By:  \_\_\_\_\_  
Nicholas C. Mimms, Director of FPRA



THE SUNRISE CITY  
**FORT PIERCE**  
CITY CLERK'S OFFICE  
*Florida*

TO : Gelencia Carter, Purchasing Manager

FROM : Linda W. Cox, City Clerk

RE : Lease Agreement – The Old St. Anastasia Catholic School  
RFP 2019-008 – Lindsay School of the Arts  
Approved 10/21/2019

DATE : October 24, 2019

Attached is a fully executed copy of the above-referenced lease agreement for your RFP file. Please note that the lease expires on October 21, 2039 but has the option of a ten (10) year extension to October 21, 2049 upon receipt of a written notice expressing tenant's desire to renew. Such notice must be received at least 1 year prior to the expiration of the initial term, but not more than 2 years in advance.

By copy of this memo, I am requesting that the City Attorney's office provide a copy to the tenant and/or their attorney as appropriate.

I have retained the original for our files.

cc: Pete Sweeney, City Attorney  
Nick Mimms, FPRA Director/City Manager  
Mike Reals, Public Works Director  
Johnna Morris, Finance Director  
Cali Fivey, Asst. Tax Roll Administrator, St. Lucie Property Appraiser

**LEASE AGREEMENT  
TO LEASE AND IMPROVE  
THE (OLD) ST. ANASTASIA CATHOLIC SCHOOL**

**THIS LEASE AGREEMENT** (“Lease”) is entered into this 21<sup>st</sup> day of October, 2019 (“Effective Date”), by and between the **FORT PIERCE REDEVELOPMENT AGENCY** (hereafter “Landlord”) whose address is 100 North U.S. 1, Fort Pierce, Florida 34950; and **THE LINDSAY SCHOOL OF THE ARTS INC.**, a Florida not for profit corporation, (hereafter “Tenant”), whose business address is 1717 Orange Avenue, Suite 4225, Fort Pierce, Florida 34948.

**ARTICLE I  
PREMISES**

**1.1 Premises.** Subject to the terms and provisions of this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, the real property described in **Exhibit A** attached hereto (the “Demised Premises”) and located at 110 N. 10th Street, Fort Pierce, Florida, 34950 (also referred to as 910 Orange Avenue), consisting of approximately 3.52 acres and including, without limitation, the building located on the Land (the “Building”) listed on the U.S. National Register of Historic Places (NRHP #00000941) commonly referred to as the (Old) St. Anastasia Catholic School, and all other buildings, structures, and other improvements located on the Land (with the Building, collectively, the “Improvements”). The Land and the Improvements are, collectively, the “Demised Premises”. Tenant accepts the Demised Premises in their “AS IS, WHERE IS” condition.

**ARTICLE II  
TERM**

**2.1 Lease Term.** The initial term of this Lease and any renewal terms are as set forth in this Section 2.1.

(a) Initial Term. The initial term of this Lease (the “Term”) shall be for a period of twenty (20) years, which Term shall commence on the Effective Date.

(b) Renewal Term. If not terminated prior to the expiration of the initial Term, this Lease may be renewed upon the mutual agreement of Landlord and Tenant for one (1) additional term of ten (10) years in accordance with the following provisions. Not less than one (1) year prior to the expiration of the initial Term and not more than two (2) years prior to the expiration of the initial Term, Tenant shall furnish Landlord with written notice of its desire to renew the Lease for an additional ten (10) year period. Within sixty (60) days of Landlord’s receipt of Tenant’s written notice therefor, Landlord shall provide written notice to Tenant as to whether Landlord accepts or rejects the renewal of the Lease for an additional ten (10) year period. If Landlord accepts the renewal of the Lease for an additional ten (10) year period, then all other provisions of this Lease governing the initial Term shall continue such renewal term. Notwithstanding anything to the contrary in this

Lease, if: (i) an Event of Default has occurred and is continuing on the date of Tenant's request for renewal of this Lease, or (ii) an Event of Default has occurred and is continuing on the expiration date of the initial Term, then any acceptance by Landlord of Tenant's request for renewal of this Lease shall be deemed revoked and this Lease shall immediately terminate.

## **2.2 Termination.**

(a) Termination for Failure to Restore the Building. If Tenant has not made substantial progress toward restoration of the Building, as determined by Landlord in its sole and absolute discretion, within one (1) year of the Effective Date of this Lease, then Landlord may terminate this Lease by written notice to Tenant.

(b) Termination for Cause. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS LEASE, EITHER PARTY MAY TERMINATE THIS LEASE, WITH CAUSE, UPON NINETY (90) DAYS' WRITTEN NOTICE TO THE OTHER PARTY.

## **ARTICLE III RESTORATION OF BUILDING AND CONSTRUCTION OF IMPROVEMENTS**

**3.1 Restoration and Construction of Improvements.** Tenant shall, at its sole cost and expense, restore the Building and perform related work on the Land in accordance with the Design Development through Construction Administration Services contract with Don Bergman Architecture, LLC, Project No. P19-009 ("Architect Contract"), as generally set forth in **Exhibit B** attached hereto, subject to the terms and conditions of this Article III (the "Tenant Work"). It is mutually understood that Tenant Work does not include Tenant's equipment, fixtures, or other personal property placed on the Demised Premises. Tenant shall use all commercially diligent efforts, as quickly as reasonably practicable, to obtain all permits and approvals necessary to construct the Tenant Work and to achieve Substantial Completion (as defined below) of the Tenant Work.

Tenant shall require the Architect Contract and the construction contracts to be entered into by Tenant for the Tenant Work to stipulate that Landlord is a third party beneficiary to such contracts and that Landlord may enforce such contracts in the event of default by Tenant thereunder provided that Landlord assumes Tenant's duties thereunder.

**3.2 Plans and Approvals.** Tenant shall provide plans and specifications for the Tenant Work to Landlord for Landlord's prior approval, which approval shall not be unreasonably withheld, conditioned, or delayed. Such plans and specifications shall include, without limitation, any site plans, floor plans, and elevations (including, without limitation, exterior shades, awnings, window coverings, lights, and canopies) prepared for the Tenant Work. The plans and specifications approved by Landlord and Tenant, and any construction or permit drawings prepared by Tenant's architect based on such approved plans and specifications, are, collectively, the "Final Plans."

**3.3 Requirements for Contractors.** All Tenant Work shall be completed in compliance with applicable Legal Requirements, and in a good and workmanlike manner, by licensed contractors with appropriate building permits.

Tenant agrees to require that the general contractor performing the Tenant Work shall maintain:

(a) Builder's Risk insurance on the Building on an all-risk basis and in an amount equal to the contract amount of the Tenant Work, naming the Landlord as a loss payee and additional insured.

(b) Commercial General Liability insurance with minimum limits of at least \$1,000,000 per occurrence and \$2,000,000, general aggregate and naming the Landlord and its officials, officers and employees as "Additional Insureds" on a form no more restrictive than the latest edition of ISO Form CG 20 10 (Additional Insured — Owners, Lessees, or Contractors — Scheduled Person or Organization Endorsement) and ISO form CG 20 37 (Additional Insured — Owners, Lessees or Contractors-Completed Operations). Contractor shall continue to maintain products/completed operations coverage in the amounts stated above for a period of three (3) years after the final completion of the Tenant Work.

(c) Automobile Liability insurance with minimum coverage limits of \$1,000,000 each occurrence - bodily injury and property damage combined for liability arising out of the ownership, maintenance or use of the Contractor's owned, hired and non-owned automobiles.

(d) Contractor's Pollution insurance with minimum limits of at least \$1,000,000 per occurrence and \$2,000,000, general aggregate.

(e) Design Professional Liability insurance for liability arising out of rendering or failure to render professional architectural design and engineering services in the performance of the Tenant Work, with minimum coverage limits of \$1,000,000 per occurrence or per claim. If coverage is on an occurrence basis the coverage must be maintained for at least three years after completion of the work. If coverage is on a claims-made basis, the contractor shall purchase, at its own expense, an extended reporting period ("tail" coverage) of at least three years.

(f) performance and payment bonds for the Tenant Work and completion of the Building, in the form and amounts required by Section 255.05, Florida Statutes.

**3.4 Substantial Completion.** The term "Substantial Completion" means substantial completion of the Tenant Work in accordance with the Final Plans, as evidenced by Tenant's receipt of all approvals necessary for Tenant to occupy and operate the Building, including, without limitation, a certificate of occupancy for the Building (if applicable). The date on which Substantial Completion occurs is the "Substantial Completion Date." On each anniversary of the Effective Date until the Substantial Completion Date, Tenant and Landlord shall meet in person to discuss the measures that Tenant is taking to achieve Substantial Completion. Tenant shall, at Tenant's sole cost and expense, bring all material documents to such meetings with Landlord (or provide such documents to Landlord in

advance at Landlord's request) in order for Landlord to be able to audit Tenant's progress with respect to Substantial Completion. The Substantial Completion Date shall occur within two (2) years of the Effective Date.

**3.5 Total Project Costs.** The term "Total Project Costs" means the sum of all costs and expenses paid or incurred by Tenant for the design, engineering, permitting, construction, and installation of the Tenant Work.

**3.6 Confirmation of Dates and Amounts.** Within thirty (30) days after the Substantial Completion Date, Landlord and Tenant shall execute a written instrument prepared by Tenant and memorializing (a) the Substantial Completion Date, and (b) the Total Project Costs.

#### **ARTICLE IV RENT**

**4.1 Base Rent.** Commencing on the Effective Date, Tenant shall pay to Landlord annual base rent in the amount of ten dollars (\$10.00) (the "Base Rent"). The Base Rent shall be paid annually on each anniversary of the Effective Date. The Base Rent and any other amounts owed by Tenant to Landlord under this Lease are, collectively, the "Rent". Tenant shall make all Rent payments to Landlord at the address listed in Section 18.7, or to such other address as Landlord may from time to time designate by written notice to Tenant. The Base Rent shall not be prorated for any partial month.

**4.2 Intentionally Omitted.**

**4.3 Tax on Rents.** Tenant shall be responsible for and shall pay to Landlord all federal, state, or local sales and use taxes (or taxes or assessments in lieu thereof) payable with respect to the Rent and all other sums payable under this Lease by Tenant.

**4.4 Late Charge.** Tenant shall pay a late charge of fifty dollars (\$50.00) if any installment of Rent or any other amount due from Tenant to Landlord is received by Landlord more than five business days after the applicable due date. This charge is for extra expenses incurred by Landlord and shall not be considered interest or penalty.

#### **ARTICLE V ALTERATIONS AND TENANT EQUIPMENT**

**5.1 Alterations.** Tenant shall not make any alterations, additions or improvements to the Demised Premises without the prior written consent of Landlord, except for the installation of unattached, movable trade fixtures which may be installed without defacing the Demised Premises. All alterations, additions, improvements and fixtures (other than movable trade fixtures) which may be made or installed upon the Demised Premises shall become the property of Landlord upon installation and shall remain upon and be surrendered with the Demised Premises at the termination of the Lease unless Landlord requests their removal, in which event Tenant shall remove the same and restore the Demised Premises to the

original condition at Tenant's expense. Any linoleum, carpeting or other floor covering which may be cemented or otherwise affixed to the floor of the Demised Premises shall be a permanent fixture and shall become the property of Landlord without credit or compensation to Tenant.

**5.2 Ownership of Improvements.** During the Term, Tenant shall be considered for income tax purposes to be the owner of the Building and any other Alterations and Improvements made by or on behalf of Tenant following the Effective Date, and Tenant alone shall be entitled to take tax deductions on its federal and state income tax returns for the depreciation and other expenses related to such improvements. Upon expiration or earlier termination of this Lease, the ownership of such improvements made by or on behalf of Tenant shall belong to Landlord, except as expressly provided otherwise in this Lease.

**5.3 Tenant's Equipment.** Title to any building, structure, or other improvements (other than movable trade fixtures) that shall be constructed, installed, or placed upon the Demised Premises shall vest in Landlord upon the termination of this Lease or any renewal or extension thereof, and Tenant acknowledges that it shall have no right to remove such fixed and permanent improvements and any fixed appliances, apparatus, or equipment related to the improvements, including all replacements, accessories and modifications thereof from the Demised Premises.

**5.4 Liens.** Tenant shall not cause or permit to be recorded, filed, claimed, or asserted against the Demised Premises any mechanic's lien for supplies, machinery, tools, equipment, labor, or material contracted for by, through, or under Tenant and furnished or used in connection with any construction, development, alteration, improvement, addition to, repair to, or maintenance of any Improvements, and if Tenant causes or permits any such lien to be so recorded, filed, claimed, or asserted, then Tenant shall cause the same to be released or discharged within 30 days thereafter. If Tenant party breaches the foregoing covenant, then Landlord may cause any such claimed lien to be released of record by bonding or payment or any other means available. Tenant shall pay to Landlord on demand all sums paid and costs, including reasonable attorneys' fees, incurred by Landlord in connection therewith.

NOTHING IN THIS LEASE SHALL BE DEEMED TO BE, OR CONSTRUED AS CONSTITUTING, THE CONSENT OR REQUEST OF LANDLORD, EXPRESSED OR IMPLIED, BY INFERENCE OR OTHERWISE, TO ANY PERSON, FIRM, OR CORPORATION FOR THE PERFORMANCE OF ANY LABOR OR THE FURNISHING OF ANY MATERIALS FOR ANY CONSTRUCTION, REBUILDING, ALTERATION, OR REPAIR OF OR TO THE DEMISED PREMISES OR ANY PART THEREOF, NOR AS GIVING TENANT ANY RIGHT, POWER, OR AUTHORITY TO CONTRACT FOR OR PERMIT THE RENDERING OF ANY SERVICES OR THE FURNISHING OF ANY MATERIALS THAT MIGHT IN ANY WAY GIVE RISE TO THE RIGHT TO FILE ANY LIEN AGAINST THE BUILDING OR LANDLORD'S INTEREST IN THE DEMISED PREMISES. TENANT SHALL NOTIFY ANY CONTRACTOR PERFORMING ANY CONSTRUCTION WORK AT THE DEMISED PREMISES ON BEHALF OF TENANT THAT THIS LEASE SPECIFICALLY PROVIDES THAT THE INTEREST OF LANDLORD IN THE DEMISED PREMISES SHALL NOT BE SUBJECT TO LIENS

FOR IMPROVEMENTS MADE BY TENANT, AND NO MECHANIC'S LIEN OR OTHER LIEN FOR ANY SUCH LABOR, SERVICES, MATERIALS, SUPPLIES, MACHINERY, FIXTURES, OR EQUIPMENT SHALL ATTACH TO OR AFFECT THE ESTATE OR INTEREST OF LANDLORD IN AND TO THE DEMISED PREMISES, THE BUILDING, OR ANY PORTION THEREOF. IN ADDITION, LANDLORD SHALL HAVE THE RIGHT TO POST AND KEEP POSTED AT ALL REASONABLE TIMES ON THE DEMISED PREMISES ANY NOTICES WHICH LANDLORD SHALL BE REQUIRED SO TO POST FOR THE PROTECTION OF LANDLORD AND THE DEMISED PREMISES FROM ANY SUCH LIEN. TENANT AGREES TO PROMPTLY EXECUTE SUCH INSTRUMENTS IN RECORDABLE FORM IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF FLORIDA STATUTE 713.10.

## **ARTICLE VI USE & OPERATIONS; COMPLIANCE WITH LAWS**

**6.1 Use.** The Parties shall each have use of the Demised Premises as follows:

(a) Tenant Use. Commencing on the Effective Date and continuing until the Substantial Completion Date, Tenant shall have leasehold rights to perform the Tenant Work in accordance with applicable Legal Requirements (as defined Section 6.6 below). After the Substantial Completion Date, Tenant shall use the Demised Premises for the following purposes during the Term: (i) the first floor of the Building shall be utilized by Tenant to offer classes to students focusing on dance, ballet, jazz, hip hop, drama, theater, art, music, creative writing, spoken word, poetry, and music production; (ii) the second floor of the Building shall be open to the public as a children's library, art gallery, art and historical exhibits, and conference rooms; (iii) the third floor shall be renovated to utilize the existing auditorium area for performances, shows, and community events; and (iv) Tenant shall annually organize and host the Peacock Arts District "Music & Arts" Festival during the Term (collectively, the "Permitted Use"), and for no other use without Landlord's prior written consent.

Prohibition Against Smoking. The term "Smoking" means inhaling, exhaling, burning, vaping, or carrying any lighted cigar, cigarette, pipe or any other device or product containing any tobacco, leaf, weed, plant or other smokable product. Tenant shall prohibit its invitees, licensees, officers, directors and employees from Smoking anywhere on the Demised Premises.

Prohibition Against Animals Except Service Animals. Tenant shall prohibit its invitees, licensees, officers, directors and employees from allowing or keeping animals or pets of any kind on the Demised Premises; provided, however, that "service animals" as defined by Florida law and federal law shall be allowed on the Demised Premises. Nothing herein shall require or cause Tenant to violate applicable Florida law or federal law.

(b) Landlord Use. Landlord and/or the City of Fort Pierce may use the Demised Premises for up to twenty (24) events per calendar year during the Term, which use may

include holidays, weekends, evenings, and/or regular business hours and which use may include consecutive days and/or evenings. On the Effective Date and on each anniversary of the Effective Date thereafter, Tenant and Landlord shall meet and agree to a tentative schedule for use of the Demised Premises by the Landlord and/or City of Fort Pierce for the consecutive eighteen (18) month period immediately following each such meeting.

**6.2 Hours of Operation.** The use of the Demised Premises by Tenant, Tenant's employees, representatives, and contractors shall be limited to the hours between 7:00 a.m. and 11:00 p.m., seven (7) days per week unless agreed otherwise in writing by Landlord. All music and other activities must comply with the City of Fort Pierce's noise ordinance.

**6.3 Continuous Operations.** After the Substantial Completion Date, and except during Excused Periods, Tenant shall continuously operate and conduct business at the Demised Premises for the Permitted Use. The term "Excused Periods" means periods of time during which Tenant's failure or refusal to conduct the operations of its business (a) results from alterations, renovations, or repairs being performed in and to the Demised Premises for a continuous period not in excess of an aggregate of fifteen (15) days (or such longer period that is approved by Landlord in writing and in advance) in any consecutive 12 month period; (b) is caused by Force Majeure, damage or destruction, or eminent domain proceedings or actions; or (c) is a federal holiday recognized by the U.S. government.

**6.4 Tenant's Conduct.** Tenant shall operate its business in an efficient, high class, and reputable manner. Tenant shall keep the Demised Premises neat, clean, sanitary, and reasonably free from dirt, rubbish, insects, and pests at all times. Tenant shall not (a) use or maintain the Demised Premises in such a manner as to constitute an actionable nuisance to Landlord or any third party, or (b) commit or permit waste of the Demised Premises.

**6.5 Hazardous Materials.** Tenant shall not cause in, on, or under the Demised Premises, or suffer or permit to occur in, on, or under, the Demised Premises any generation, use, manufacturing, refining, transportation, emission, release, treatment, storage, disposal, presence, or handling of Hazardous Materials. Should a release of any Hazardous Material occur at the Demised Premises as a result of the acts of omissions of Tenant, or its employees, agents, suppliers, shippers, customers, contractors, or invitees, Tenant shall immediately contain, remove from the Demised Premises, and/or properly dispose of such Hazardous Materials and any material contaminated by such release, and remedy and mitigate all threats to human health or the environment relating to such release, all in accordance with Environmental Laws.

For the purposes of this Section 6.5:

(a) "Hazardous Materials" shall mean any pollutant or contaminant or hazardous, dangerous, or toxic chemicals, materials, or substances within the meaning of any applicable Environmental Law, relating to or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste substance or material, all as amended or hereafter amended including, without limitation, any material or substance which is: (a) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. § 1317); (b) defined as a "hazardous waste" pursuant to Section 1004 of the

Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. (42 U.S.C. § 6903); (c) defined as a “hazardous substance” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et seq. (42 U.S.C. § 9601); (d) petroleum; (e) asbestos or asbestos-containing materials; (f) polychlorinated biphenyls (“PCBs”) or substances or compounds containing PCBs; (g) radon; (h) medical waste; and (i) petroleum products.

(b) “Environmental Laws” shall mean all laws: (a) relating to the environment, human health, or natural resources; (b) regulating, controlling, or imposing liability or standards of conduct concerning any Hazardous Materials; (c) relating to Remedial Action; and (d) requiring notification or disclosure of releases of Hazardous Materials or of the existence of any environmental conditions on or at the Demised Premises, as any of the foregoing may be amended, supplemented, or supplanted from time to time.

(c) “Remedial Action” shall mean the investigation, response, clean up, remediation, prevention, mitigation, or removal of any Hazardous Materials necessary to comply with any Environmental Laws.

**6.6 Compliance with Laws.** Tenant shall, at its expense, (a) obtain any and all occupational licenses (business tax receipt) beverage licenses, and other permits and approvals required for the operation of Tenant’s business at the Demised Premises, (b) comply with all laws, codes, regulations, orders, and ordinances, including, without limitation, the City of Fort Pierce Code of Ordinances, the regulations and orders of the Florida Department of Business and Professional Regulation, and Environmental Laws, applicable to Tenant’s use and occupancy of the Demised Premises, and (c) comply with all laws, codes, regulations, orders, and ordinances including, without limitation, the City of Fort Pierce Code of Ordinances, and U.S. federal historic preservation laws applicable to the restoration and use of the Building, including but not limited to the Secretary of the Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings (collectively, “Legal Requirements”).

## **ARTICLE VII SIGNS**

**7.1 Signs.** Tenant shall, at its expense, have the right to install signs related to Tenant’s business in or on the Demised Premises, or in areas coordinated with and approved by the Landlord or designee. Any signs installed by Tenant shall comply with all Legal Requirements. Tenant shall, at its expense, maintain its signs in good condition and repair. Upon the expiration or earlier termination of the Lease, Tenant shall remove any signs installed by Tenant in or on the Demised Premises.

## **ARTICLE VIII UTILITIES**

**8.1 Utilities.** During the Term, Tenant shall contract in its own name, and pay directly to the applicable public utility, for all water, sewer, electricity, gas, telephone,

communication, stormwater, solid waste collection, and other utility charges and fees related to the Demised Premises.

## **ARTICLE IX MAINTENANCE AND REPAIR**

**9.1 Maintenance and Repair.** During the Term, Tenant shall, at its expense, maintain the entire Demised Premises in good order, condition, and repair (including necessary replacements), subject to reasonable wear and tear except as otherwise set forth herein. Without limiting the foregoing, Tenant shall keep all restroom facilities clean and sanitary, and no coin-operated toilets, coin-operated devices, or similar fee for products/services will be allowed in the restroom facilities without prior written approval of Landlord. Tenant shall be responsible for all janitorial services, maintenance of irrigation and landscaping, and maintenance of the interior of the Building. For the avoidance of doubt, Tenant shall be responsible for repairs to and replacement of items associated with customary use of the Demised Premises, including, but not limited to, replacing light bulbs, unclogging toilets, replacing air conditioning filters, replacing broken switches, etc.

Notwithstanding the foregoing, after the Substantial Completion Date, Landlord shall be responsible for maintenance and repairs to the following portions of the Building: roof, exterior walls, exterior windows, and exterior doors as well as mechanical, electrical, and plumbing systems located within walls, above ceiling surfaces and below floor surfaces; provided, however, that Landlord shall not be responsible for maintenance and repairs to any of the foregoing portions of the Building in the event of a construction defect caused by Tenant or its contractors.

### **9.2 On-Going Capital Improvements or Repairs.**

(a) Tenant shall maintain the Demised Premises in a first class operating condition according to acceptable industry standards and applicable codes. Landlord has the right to inspect the Demised Premises at any time upon reasonable prior notice to Tenant, and Landlord will provide written notice to Tenant of any improvements or repairs that Landlord believes are necessary to comply with the aforementioned standards. If Tenant contests the necessity of an improvement or repair requested by Landlord, and at any other time at the request of either party (but not more frequently than once in any 12 month period), Landlord and Tenant shall meet in good faith to discuss the need for any improvements or repairs necessary to comply with the aforementioned standards and to resolve any disputes relating thereto.

(b) If Tenant has not commenced any improvement or repair described in Section 9.2(a) within 10 days after written notice from Landlord (or, if later, the date on which the need for such improvement or repair has been conclusively determined pursuant to this Section 9.2), Landlord has the right to self-perform the improvement or repair. If it becomes necessary for Landlord to self-perform any such improvement or repair, Landlord will prepare a cost estimate of the work to be performed, and Tenant shall reimburse Landlord

for the costs of such improvement or repair within 10 days of Landlord's written demand therefor.

## **ARTICLE X TAXES AND FEES**

**10.1 Payment of Taxes and other Fees.** To the extent that real property taxes are applicable to Tenant's interest in the Demised Premises, Tenant shall be liable for the payment of such taxes. Tenant shall, at all times, obtain and maintain any and all tax exemptions which Tenant may deem necessary or desirable to reduce Tenant's tax liability or exempt Tenant from the payment of such real property taxes. If any real property taxes are assessed on Tenant's interest in the Demised Premises, then Tenant shall remit payment to Landlord within fifteen (15) days of Landlord's written request therefor.

**10.2 Proration at Commencement and End of Term.** If the Effective Date or end of the Term does not coincide with the commencement or end of a tax year, taxes for the tax year in which this Lease commences and/or ends shall be prorated between Landlord and Tenant, based on the most recent assessment. Such proration shall be subsequently adjusted when the actual bills for taxes become available. The provisions of this paragraph shall survive the expiration or earlier termination of this Lease.

## **ARTICLE XI INSURANCE**

**11.1 Maintenance of Policies.** Tenant shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the Landlord, the types and amounts of insurance conforming to the minimum requirements set forth on **Exhibit C** attached hereto together with such additional provisions required by Landlord as set forth therein.

**11.2 Insurance Providers.** The Insurance required by Section 11.1 above shall be written by insurance companies authorized to conduct insurance business in the state of Florida and shall have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A. M. Best Company.

**11.3 Premiums.** Tenant shall (a) pay all premiums for the insurance required by Section 11.1 above as and when due, (b) timely renew or replace each policy, and (c) deliver to Landlord certificates evidencing such coverage.

**11.4 Waiver of Subrogation.** Each party releases the other party, and waives its entire right of recovery against the other party, for all direct, consequential, or other loss or damage arising out of or related to any damage to the releasing and waiving party's property that is covered by property insurance carried by the releasing and waiving party, whether or not such loss or damage was caused by the negligence of the other party or its agents, employees, contractors and/or invitees.

**11.5 Periodic Modifications.** Upon the written request of either Party, their representatives shall meet to discuss possible modifications to any of the foregoing insurance requirements if material changes in the availability and cost of the required insurance coverage warrant such action. Any changes made to the insurance required by this Agreement will be made only with the written approval of Landlord and Tenant, which approval shall not be unreasonably withheld, conditioned or delayed. Not more than once every three (3) Contract Years, Landlord may require an increase in the amount of the required coverage maintained by Tenant.

**11.6 Evidence of Compliance.** As evidence of compliance with the insurance required herein, Tenant shall furnish Landlord with:

(a) a fully completed satisfactory Certificate of Insurance evidencing all coverage required herein. Also, a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of Landlord and Landlord's members, officials, officers and employees as additional insureds in the Commercial General Liability coverage; or

(b) the original of the policy(ies); or

(c) other evidence satisfactory to Landlord.

**11.7 General Conditions.**

(a) All policies should be endorsed to provide thirty (30) days written notice of cancellation to Landlord for all coverages. Until such insurance is no longer required by this Contract, Tenant shall provide Landlord with renewal or replacement evidence of insurance prior to the expiration or termination of such insurance at least thirty (30) days prior to the expiration or termination of such insurance.

(b) If requested to do so by Landlord, Tenant shall, within thirty (30) days after receipt of a written request from Tenant, provide Landlord with a certified, complete copy of the policies of insurance providing the coverage required.

(c) The insurance provided by Tenant shall apply on a primary basis to, and shall not require any contribution from, any insurance, or self-insurance, maintained by the Landlord or its officials, officers and employees.

(d) Except as provided herein or where prior written approval has been obtained from Landlord hereunder, no deductible or self-insured retention for any required insurance provided by Landlord pursuant to this Agreement will be allowed. To the extent there is any deductible or self-insured retention applicable to any required insurance, Tenant shall be solely responsible for paying such deductible or self-insured retention, including any amounts owed under such deductible or self-insured retention on behalf of Landlord, or its officials, officers and employees.

(e) Compliance with these insurance requirements shall not limit the liability of Tenant. Any remedy provided to the Landlord by the insurance provided by the Tenant shall be in

addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of Tenant) available to the Landlord under this Agreement or otherwise.

(f) Neither approval nor failure to disapprove insurance furnished by Tenant shall relieve Tenant from responsibility to provide insurance as required by this Agreement.

(g) Certificates of Insurance must be completed as follows:

Certificate Holder  
Fort Pierce Redevelopment Agency  
City of Fort Pierce  
Attention: Risk Manager  
100 N. U.S. Highway 1  
Fort Pierce, Florida 34954-1480

Additional Insureds for General Liability:  
Fort Pierce Redevelopment Agency, City of Fort Pierce and their officials, officers and employees

## **ARTICLE XII INDEMNIFICATION**

**12.1 Indemnification.** Except to the extent caused by the negligence, recklessness, or willful misconduct of Landlord, Tenant shall indemnify, hold harmless, and defend Landlord from and against any and all suits, claims, actions, damages, liability, and expense (including reasonable attorneys' fees) (collectively, "Claims") in connection with loss of life, personal injury, or damage to property arising under, related to, or in connection with: (a) Tenant's use or occupancy of the Demised Premises, (b) any injury or damage to any person or property occurring in or at the Demised Premises, or (c) any negligence, recklessness, or willful misconduct of Tenant or any of its agents or employees. Nothing contained herein shall be construed as a waiver of any immunity from or limitation of liability Landlord is entitled to under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

## **ARTICLE XIII DAMAGE OR DESTRUCTION**

### **13.1 Casualty Damage.**

(a) Subject to Section 13.1(b) and 13.2 below, if the Improvements should be damaged or destroyed by fire, windstorm, or other casualty (a "Casualty"), Tenant shall proceed with reasonable diligence to rebuild or repair the Improvements on the Demised Premises to substantially the condition in which they existed prior to such Casualty. Tenant's obligation to rebuild and repair under this Article XIII shall in any event be limited to restoring the

Demised Premises to substantially the same condition as existed immediately prior to the Casualty.

(b) Tenant shall have the right, at its option, to terminate this Lease in the event of a Casualty that is reasonably anticipated to prevent Tenant from conducting its business in the Demised Premises for 90 days or more. Tenant shall give Landlord written notice of its intent to terminate this Lease within 30 days after the date of the Casualty. If the Lease is terminated by Tenant pursuant to this paragraph, the Rent shall not be abated for the unexpired portion of this Lease effective from the date of the Casualty, and Tenant shall not be obligated to rebuild or restore the Improvements.

**13.2 Insurance Proceeds.** All insurance proceeds attributable to the Improvements and paid as a result of any Casualty shall be paid to Tenant for the purpose of rebuilding or repairing the Improvements, unless Tenant terminates this Lease pursuant to Section 13.1, in which event (a) all insurance proceeds paid as a result of any Casualty damage to the Improvements owned by Landlord shall be paid to and be the property of Landlord, and (b) all insurance proceeds paid as a result of any Casualty damage to Tenant's equipment or any Improvements owned by Tenant shall be paid to and be the property of Tenant. Landlord and Tenant shall jointly adjust, collect and compromise all claims under any casualty insurance policy required by this Lease and execute and deliver all necessary proofs of loss, receipts, vouchers, and releases required by any insurers.

#### **ARTICLE XIV CONDEMNATION**

**14.1 Notice.** If either Landlord or Tenant learns that any portion of the Demised Premises has been or is proposed to be subjected to a Taking (as defined below), such party shall promptly notify the other party of such Taking. A "Taking" means the taking of all or any portion of the Demised Premises or any and all access thereto as a result of the exercise of the power of eminent domain or condemnation for public or quasi-public use, or the sale or conveyance of all or any part of the Demised Premises or any and all access thereto in lieu of or under the threat of eminent domain or condemnation.

**14.2 Termination Option on Substantial Taking.** If a Taking occurs during the Term that, in the reasonable judgment of Tenant, interferes with the use of the Demised Premises for Tenant's intended use (a "Substantial Taking"), Tenant may, at its option and upon written notice to Landlord, terminate this Lease as of the date title of any of the Demised Premises subject to such Taking is transferred to the condemning authority (the "Taking Date").

**14.3 Continuation of Lease.** If a Taking occurs during the Term that is not a Substantial Taking, or if a Substantial Taking occurs but Tenant fails to exercise its termination option according to Section 14.2 above, this Lease shall remain in full force and effect according to its terms, except that, effective as of the Taking Date, this Lease shall terminate automatically as to any portion of the Demised Premises taken.

**14.4 Reconstruction.** If a Taking occurs that is not a Substantial Taking, or if a Substantial Taking occurs but Tenant fails to exercise its termination option according to Section 14.2 above, Tenant shall proceed diligently to repair and restore the Improvements on the Land not so taken to the condition that existed immediately prior to the Taking or, if the Demised Premises are not capable of being so repaired and restored, as closely to such condition as is reasonably practicable.

**14.5 Awards.** If any Taking occurs, all awards, compensation, damages, or other consideration paid or payable in connection with the Taking (collectively, the "Award") shall be allocated between Landlord and Tenant as follows: (a) Landlord shall be entitled to receive any portion of the Award attributable to the taking of Landlord's fee interest in the Land and the Improvements, and (b) Tenant shall be entitled to receive any portion of the Award attributable to business damages, relocation assistance and/or move costs, and the value of Tenant's equipment and any other personal property or inventory owned by Tenant.

## **ARTICLE XV ASSIGNMENT AND SUBLETTING**

**15.1 Assignment and Subletting.** Tenant shall not assign Tenant's interest in this Lease, including by operation of law, or sublease the Demised Premises or any portion thereof, without the prior written Consent of Landlord. No assignment, subletting, or other transfer shall relieve Tenant of any liability under this Lease. Tenant shall reimburse Landlord for its reasonable costs (not to exceed \$500) in connection with reviewing any request by Tenant for Landlord's consent pursuant to this Section 15.1. For the avoidance of doubt, the term "subletting" under this Lease shall not include the temporary exhibition of artwork by one or more third persons, provided that such temporary exhibition of artwork shall be for a term not to exceed thirty (30) days for each such person.

**15.2 Prohibited Transfers.** Tenant shall not execute or deliver mortgage, deed of trust, collateral assignment of lease, security agreement, or other hypothecating instrument encumbering Tenant's interest under this Lease or leasehold estate in the Demised Premises created by this Lease, in connection with any financing arrangement by Tenant.

## **ARTICLE XVI END OF TERM**

**16.1 Surrender.** Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Demised Premises to Landlord in good condition and in compliance with Tenant's maintenance and repair obligations in Section 9.1 above, normal wear and tear excepted. Upon the expiration or earlier termination of this Lease, Tenant shall remove all of Tenant's equipment from the Demised Premises, but Tenant shall not be obligated to

remove or restore any Tenant Work or Alterations made by Tenant to the Demised Premises.

## **ARTICLE XVII DEFAULTS AND REMEDIES**

**17.1 Default by Tenant.** Each of the following events shall constitute an event of default (each, an “Event of Default”) under this Lease:

(a) Tenant’s failure to pay Rent or any other amount required by this Lease when due, which failure is not cured within 10 business days after written notice by Landlord to Tenant.

(b) Tenant’s failure to comply with any non-monetary term, condition, or covenant of this Lease, which failure is not cured within the first to occur of the applicable cure period or 30 days after written notice by Landlord to Tenant.

(c) Tenant’s vacating or abandoning the Demised Premises, other than during Excused Periods.

(d) Tenant’s interest under this Lease or in the Demised Premises is taken upon execution or by other process of law directed against Tenant, or is subject to any attachment by any creditor or claimant against Tenant, and such attachment is not discharged or disposed of within 90 days after such levy.

(e) Tenant files a voluntary petition for bankruptcy or under any other debtor relief law.

(f) An involuntary petition for bankruptcy or any under any other debtor relief law is filed against Tenant.

(g) Tenant files an application for the appointment of a receiver, is dissolved as a going concern, becomes insolvent, or is otherwise unable to pay its debts when due.

**17.2 Landlord’s Remedies.** In the event of any Event of Default, Landlord may, at its option, exercise any and all of the remedies listed below. No such remedy herein or otherwise conferred upon or reserved to Landlord shall be considered exclusive of any other remedy, but the same shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at Law or in equity, and every power and remedy given by the Lease to Landlord may be exercised from time to time and as often as the occasion may rise or may be deemed expedient.

(a) Landlord may: (i) terminate this Lease without further notice, whereupon Landlord may enter and take possession of the Demised Premises for the account of Landlord, in accordance with applicable law governing such repossession, and remove Tenant; or (ii) without terminating the Lease, enter and take possession of the Demised Premises, in accordance with any applicable laws governing such repossession, and remove

Tenant. If necessary, Landlord may proceed to recover possession of the Demised Premises under applicable laws, or by such other legal proceedings, including summary dispossess proceedings. Landlord's exercise of any of its remedies or its receipt of Tenant's keys shall not be considered an acceptance or surrender of the Demised Premises by Tenant. A surrender must be agreed to in writing and signed by both parties. If Landlord terminates this Lease or terminates Tenant's right to possess the Demised Premises because of an Event of Default, then everything in this Lease to be done by Landlord shall cease, without prejudice, however, to Tenant's liability for all Rent and other sums due hereunder.

(b) Landlord may hold Tenant liable for: (i) Rent and other indebtedness that otherwise would have been payable by Tenant to Landlord for the balance of the Term, less any amount that Landlord receives from re-letting the Demised Premises after all of Landlord's costs and expenses incurred in such re-letting have been subtracted; (ii) any amounts Landlord incurs in re-letting the Demised Premises during the remainder of the Term; and (iii) other necessary and reasonable expenses (including, without limitation, reasonable attorneys' fees) incurred by Landlord in enforcing its remedies. Additionally, at the option of Landlord, Landlord shall be entitled to accelerate and declare the entire remaining unpaid Rent for the balance of the Term to be immediately due and payable.

(c) Landlord shall have no obligation to re-let the Demised Premises. However, Landlord may re-let the Demised Premises or any part thereof, alone or together with other premises, for such term(s) (which may extend beyond the date on which the Term would have expired but for Tenant's default) and on such terms and conditions (which may include concessions or free rent and alterations of the Demised Premises) as Landlord, in its sole discretion, may determine, but Landlord shall not be liable for, nor shall Tenant's obligations be diminished by reason of, Landlord's failure to re-let the Demised Premises or collect any rent due upon such reletting. If Landlord relets the Demised Premises and collects rent in excess of the Rent, Additional Rent, and other charges payable by Tenant under this Lease, Landlord shall be entitled to retain any such excess and Tenant shall not be entitled to a credit therefor.

(d) Landlord's rights and remedies set forth in this Lease are cumulative and in addition to Landlord's other rights and remedies at law or in equity, including those available as a result of any anticipatory breach of this Lease. Landlord's exercise of any such right or remedy shall not prevent the concurrent or subsequent exercise of any other right or remedy. Landlord's delay or failure to exercise or enforce any of Landlord's rights or remedies or Tenant's obligations shall not constitute a waiver of any such rights, remedies, or obligations. Landlord shall not be deemed to have waived any default unless such waiver expressly is set forth in an instrument signed by Landlord. Any such waiver shall not be construed as a waiver of any covenant or condition except as to the specific circumstances described in such waiver. Neither Tenant's payment of an amount less than a sum due nor Tenant's endorsement or statement on any check or letter accompanying such payment shall be deemed an accord and satisfaction. Notwithstanding any request or designation by Tenant, Landlord may apply any payment received from Tenant to any

payment then due. Landlord may accept the same without prejudice to Landlord's right to recover the balance of such sum or to pursue other remedies.

## **ARTICLE XVIII MISCELLANEOUS**

**18.1 Estoppel Certificates.** Within 20 days following written request by Landlord or Tenant, the other party shall execute, acknowledge, and deliver to the requesting party a certificate indicating any or all of the following: (a) the date on which the Term of this Lease commenced and the date on which it is then scheduled to expire; (b) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the date and nature of each modification); (c) the then current Rent; (d) the date through which Rent has been paid; and (e) that, to the certifying party's actual knowledge, no default by either party exists, other than those defaults stated in such certificate. Any such certificate may be relied upon by the requesting party and (i) if Landlord is the requesting party, by any current or prospective purchaser or mortgagee, and (ii) if Tenant is the requesting party, by any prospective subtenant or assignee.

**18.2 Non-Disturbance Agreement.** Landlord shall provide Tenant with a non-disturbance agreement reasonably acceptable to Tenant, which may be included as part of a subordination, non-disturbance, and attornment agreement (a "Non-Disturbance Agreement") executed by any of Landlord's future holders of any mortgages or deeds of trust on the Demised Premises or any ground lessors of the Demised Premises (each, a "Holder"). No subordination of this Lease shall operate to modify the terms of this Lease with respect to the rights of the parties to any condemnation award or insurance proceeds.

**18.3 Entry By Landlord.** Landlord or Landlord's agents shall have the right to enter the Demised Premises upon reasonable notice and during Tenant's non-business hours, accompanied by Tenant's representative, to inspect the Demised Premises. In the event of an emergency, Landlord or Landlord's agents shall have the right to enter the Demised Premises without notice and at any time, without being accompanied by Tenant's representative. Landlord agrees to take all reasonable steps to minimize any interference with Tenant's business operations as a result of such entry. At all times, Tenant shall ensure that Landlord has current keys to the Building and such other access (e.g., access codes, etc.) as may be necessary for Landlord to access the Building.

**18.4 Construction and Capitalized Terms.** As used in this Lease, the singular shall include the plural and any gender shall include all genders as the context requires. All capitalized terms used in this Lease shall have the meanings set forth in this Lease.

**18.5 Integration.** This Lease and all documents executed by Landlord and Tenant contemporaneously or in connection herewith constitute the entire agreement between the parties hereto with respect to the matters set forth in this Lease and supersede all prior understandings and agreements, whether written or oral, between the parties hereto relating to the Demised Premises and the transactions provided for in this Lease. Landlord and Tenant are business entities having substantial experience with the subject matter of this

Lease and each have fully participated in the negotiation and drafting of this Lease. Accordingly, this Lease shall be construed without regard to the rule providing that ambiguities in a document are to be construed against the drafter.

**18.6 Brokers.** Each of Landlord and Tenant represents and warrants to the other that no brokers have been involved with this Lease or are entitled to a fee or commission in connection with this Lease. Each party shall indemnify, defend, and hold harmless the other party from and against all claims for broker's commissions or finder's fees by any person claiming to have been retained by the indemnifying party in connection with this transaction.

**18.7 Notices.** All notices, requests and demands to be given hereunder shall be in writing, sent by (a) certified mail, return receipt requested, postage pre-paid; or (b) recognized overnight courier service guaranteeing next day delivery to Landlord and/or Tenant at the address set forth below; or such other address as such party may designate by written notice given in advance. Notices sent in compliance with this paragraph shall be deemed to be delivered: (i) five days after deposit in the United States Post Office; or (ii) one day after deposit with an overnight courier.

If to Landlord: Fort Pierce Redevelopment Agency  
100 N US Highway 1  
Fort Pierce, Florida 34950  
Attn: Executive Director

If to Tenant: The Lindsay School of the Arts Inc  
1717 Orange Avenue, Suite 4225  
Fort Pierce, Florida 34948  
Attention: Cynthia L. Bridges, President

Any party hereto may change its notice address upon written notice to the other party hereto in accordance with this paragraph. Notices by the parties may be given on their behalf by their respective counsel.

**18.8 Force Majeure.** In the event that either party is delayed or hindered in, or prevented from, the performance of any obligations in this Lease (other than the payment of monies) by reason of strikes, lockouts, labor troubles, failure of power or other utility interruptions, riots, insurrection, war, acts of God, permitting, approval, or other governmental delays, or any other reason of like or unlike nature beyond the reasonable control of the party delayed in performing work or doing acts ("Force Majeure"), such party shall be excused for the period of time equivalent to the delay caused by such Force Majeure.

**18.9 Quiet Enjoyment.** Subject to the provisions of Section 18.3, Landlord covenants that, during the Term and so long as no Event of Default (as defined in Section 17.1) by Tenant exists, Tenant shall have quiet and peaceful possession of the Demised Premises.

**18.10 Survival.** All obligations of any party hereto not fulfilled at the expiration or earlier termination of this Lease shall survive such expiration or earlier termination as continuing obligations of such party.

**18.11 Binding Effect.** This Lease shall inure to the benefit of and be binding upon each of the parties hereto and their heirs, legal representatives, successors and assigns.

**18.12 Modifications.** No modification, waiver or amendment of this Lease or any provisions of this Lease shall be binding upon any party to this Lease unless in writing and signed by such party.

**18.13 No Waiver.** No waiver of any provision of this Lease shall be implied by any failure of either party to enforce any remedy upon the violation of such provision, even if such violation is continued or repeated subsequently. No express waiver shall affect any provision other than the one specified in such waiver, and then only for the time and in the manner specifically stated.

**18.14 Captions.** The captions of Articles and Sections are for convenience only and shall not be deemed to limit, construe, affect, or alter the meaning of such Articles and Sections.

**18.15 Severability.** If any provision of this Lease shall to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and the invalid or unenforceable provision shall be reformed, to the extent possible, in a manner that most closely gives effect to the intent of the parties, consistent with applicable Legal Requirements.

**18.16 Jury Trial.** Landlord and Tenant waive trial by jury in any action, proceeding or counterclaim brought by Landlord or Tenant against the other with respect to any matter arising out of or in connection with this Lease and/or Tenant's use and occupancy of the Demised Premises.

**18.17 Only Landlord/Tenant Relationship.** Landlord and Tenant agree that neither any provision of this Lease nor any act of the parties shall be deemed to create any relationship between Landlord and Tenant other than the relationship of Landlord and Tenant.

**18.18 Attorneys' Fees.** If on account of any breach or default by any party hereto in its obligations to any other party hereto, it shall become necessary for the non-defaulting party to employ an attorney to enforce or defend any of its rights or remedies hereunder, each respective party shall be responsible for their own attorney's fees, whether or not suit is instituted in connection therewith. The provisions of this paragraph shall survive the expiration or earlier termination of this Lease.

**18.19 Counterparts; Electronic Signatures.** This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document. Signatures given by facsimile or portable document format (PDF) shall be binding and effective to the same extent as original signatures.

**18.20 Governing Law.** This Lease shall be construed, governed and enforced in accordance with the laws of the state of Florida. Venue for any dispute arising under this Lease shall lie exclusively in the courts of St. Lucie County, Florida. The provisions of this section shall survive any termination of this Agreement.

**18.21 Recording.** Upon request of either party, Landlord and Tenant shall execute a memorandum or short form of this Lease, have it properly acknowledged for the purpose of recording, and record such instrument in the proper office in St. Lucie County, Florida. Upon request by Landlord or Tenant, in connection with any future modification of this Lease, the parties agree to execute and cause to be recorded a modification of memorandum or short form lease, in a commercially reasonable form, setting forth such modified terms. The cost of recording shall be borne by the requesting party.

**18.22 Consent.** Wherever this Lease calls for Landlord or Tenant consent, approval or discretionary action, neither Landlord nor Tenant shall unreasonably withhold, condition, delay, or exercise such consent, approval or discretionary action, except as otherwise expressly provided in this Lease.

**18.23 Exhibits.** Any exhibits attached to this Lease constitute a part of this Lease and are incorporated into this Lease by this reference.

**18.24 Radon Gas.** 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 health department.

**18.25. Time of the Essence.** Time is of the essence in connection with Tenant's payment and performance obligations under this Lease. In addition to other remedies available at law, equity, or under this Lease, in the event that any of Tenant's payment and/or performance obligations under this Lease does not occur in strict accordance with the terms hereof, Landlord may terminate the Lease immediately, without further liability.

[SIGNATURE PAGE(S) TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have signed, sealed, and delivered this Lease as of the Effective Date.

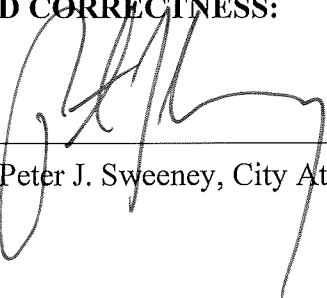
**WITNESS AS TO LANDLORD:**

**ATTEST:**


By:   
Linda W. Cox, City Clerk

Date: 10/23/19

**APPROVED AS TO FORM AND CORRECTNESS:**

By:   
Peter J. Sweeney, City Attorney

**WITNESSES AS TO TENANT:**


  
Printed Name:

Cindy Bridges  
Printed Name:

Date: 10/22/19

**LANDLORD:**

**FORT PIERCE  
REDEVELOPMENT AGENCY**

By:   
Linda Hudson, Chairwoman

**TENANT:**

**THE LINDSAY SCHOOL OF  
THE ARTS INC**


By:   
Cynthia L. Bridges, President

EXHIBIT A

(Demised Premises)

Parcel 1 ID: 2410-604-0173-000-2 (0.71 Ac) Ben J Hoggs Addn Blk 9, Lots 22, 23, 24, 25, and 26 less road R/W (Map 24/10D) (OR 2772-773);

Parcel 2 ID: 2410-604-0169-000-1 (0.79 Ac) Ben J Hoggs Addn Blk J, Lots 18, 19, 20, and 21 and west 20 ft of vacant R/W of Dundas Ct, adj on E of Lots 18 to 23 and Lot 26 less road R/W (Map 24/10D) (OR 2660-2945);

Parcel 3 ID: 2410-604-0141-000-9 (2.02 Ac) Ben J Hoggs Addn Blk 1, Lots 5 to 13, including and E 20 ft of vacant R/W of Dundas Ct, adj on W of Lots 5 to 10 (Map 24/10D) (OR 2660-2945)

EXHIBIT B

(Tenant Work)



Don Bergman  
Architecture, LLC.

Lic. # AA 26002432

P.O. Box 13537  
Fort Pierce, FL 34979-3537

4362 Gator Trace Lane  
Fort Pierce, FL 34982

T: 772.466.5832  
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Architecture

Planning

Preservation

Programming

June 19, 2019

Via email: [Cindy@thelindsaysofthearts.com](mailto:Cindy@thelindsaysofthearts.com)

Cindy Bridges  
The Lindsay School of the Arts  
101 South 2<sup>nd</sup> Street  
Fort Pierce, FL 34950

RE: St. Anastasia Catholic School Historic Preservation & Rehabilitation  
Design Development thru Construction Administration Services  
Don Bergman Architecture Project No. P19-009

Dear Ms. Bridges;

Thank you for the opportunity to submit this contract Proposal. This Agreement shall serve as authorization for Don Bergman Architecture LLC (DBA), hereafter referred to as the "Architect", to provide professional services for The Lindsay School of the Arts, hereinafter referred to as "Client"

Project Description: The existing St. Anastasia Catholic School, located at 910 Orange Avenue, Fort Pierce, Florida, 34950, was constructed in 1914 and is currently listed on the U.S. National Register of Historic Places (NRHP Reference #00000941). The structure is currently located on a 3-parcel site on the northeast corner of Orange Avenue and North 10<sup>th</sup> Street, consisting of 3.52 Ac.

Parcel 1 ID: 2410-604-0173-000-2 (0.71 Ac) Ben J Hoggs Addn Blk 9, Lots 22, 23, 24, 25, and 26 less road R/W (Map 24/10D) (OR 2772-773);  
Parcel 2 ID: 2410-604-0169-000-1 (0.79 Ac) Ben J Hoggs Addn Blk J, Lots 18, 19, 20, and 21 and west 20 ft of vacant R/W of Dundas Ct, adj on E of Lots 18 to 23 and Lot 26 less road R/W (Map 24/10D) (OR 2660-2945);  
Parcel 3 ID: 2410-604-0141-000-9 (2.02 Ac) Ben J Hoggs Addn Blk 1, Lots 5 to 13, including and E 20 ft of vacant R/W of Dundas Ct, adj on W of Lots 5 to 10 (Map 24/10D) (OR 2660-2945)

The proposed Scope of Work for this project to include the rehabilitation of the interior 3 floors as follows:

Ground Floor: 2 Dance Studios, a Recording Studio, a Music Classroom, 2-3 Classrooms, Office and Reception space;

Second Floor: Gallery & Museum Spaces, a Children's Library, Office and Reception space;

Third Floor: Rehabilitation of the existing Auditorium & Mezzanine;

Additionally, a new vertical circulation tower is proposed to contain a second egress stairwell, Elevator and Elevator Machine Room, Men & Women's Toilet Rooms, and HVAC & Electrical Rooms as needed.

This Rehabilitation project will be designed and constructed in accordance with applicable sections of the 2017 (Sixth Edition) Florida Building Code - Building, Existing Building, Accessibility, Mechanical, Plumbing, Energy Conservation, and The Secretary of the Interior's

Page 2 - June 19, 2019

DD-CA for

St. Anastasia Catholic School Historic Preservation & Rehabilitation

Don Bergman Architecture Project No. P19-009

Standards for Rehabilitation Guidelines. The Standards for Rehabilitation pertain to historic buildings of all materials, construction types, sizes, and occupancy, and encompass the exterior and interior of the building. They also encompass attached, adjacent, or related new construction.

The Basic Services Scope of Work to be performed by this office (and our consultants) based on the above information, contemplates use of terms and conditions within the AIA Document B141, Owner-Architect Agreement (1987 ed.) unless otherwise provided herein. We propose the following as our Scope of Work and Basis of Compensation for this work:

I. SCOPE OF WORK - BASIC SERVICES:

A. Field Verification & Documentation

1. DBA will photograph and field measure the existing St. Anastasia School structure, locating all door & window openings, freestanding columns, built-in casework & countertops, stairs & fire escapes, existing plumbing fixtures, electrical service weatherhead & meter, electrical panels, and any other information that may be necessary for the development of the construction documents.
2. DBA will draft (AutoCAD v2010) the existing floor plan and the exterior elevations of all sides of the structure, for use in developing the construction documents

B. Design Development:

1. Based on the Client provided Schematic Design Documents, we shall prepare for approval by the Client, Design Development Documents consisting of scaled drawings which outline and describe the general size and character of the project.
2. DBA will submit the Design Development Documents to the Client for review and comment.
3. DBA will respond and incorporate comments as required and issue a final Design Development set for Client approval.

C. Construction Documents:

1. Based on the Client approved Design Development Documents, DBA will prepare Construction Documents depicting major design features and related structural, mechanical, electrical, fire protection, plumbing and engineering plans, notes, schedules and risers required for Building Department permit.
2. The existing St. Anastasia School is an historic structure and listed on the U.S. National Register of Historic Places (listed August 10, 2000), NHRP Reference Number 00000941. Construction Documents and details will comply with the applicable recommendations of The Secretary of the Interior's Standards for Rehabilitation Guidelines whenever possible.
3. Professional design and consulting services, in addition to the architectural services, shall be provided under this Agreement for the following:

- a. Structural Engineering
- b. Heating, Ventilating and Air Conditioning (HVAC) Engineering
- c. Plumbing Engineering
- d. Fire Protection Engineering
- e. Electrical Engineering
- f. Site Lighting
- g. Civil Engineering

4. DBA will prepare A/E response to local Building Department comments, as required to obtain the building permit.

D. Bidding/Negotiation:

1. DBA will distribute plans to your selected contractors for printing and distribution and we will issue clarification to subcontractors as required during the bid process.
2. DBA will provide representation at a Pre-Bid Conference (if required).

E. Contract Administration:

1. DBA will provide representation at the Pre-Construction Meeting.
2. For the purposes of this Proposal, assuming a construction duration of Twenty Four (24) months, we have included up to Forty Eight (48) visits (twice/month) by an architectural representative.
3. DBA will provide response to Contractor's Request for Information (RFI) during the construction period.
4. DBA will provide review of Change Order Proposal Requests for comment on price and justification prior to issuance of Change Orders.
5. DBA will provide review of Shop Drawing Submittals. The Shop Drawings shall be submitted in one (1) complete submittal package (by division) utilizing the CSI Specification Divisions. Partial submittals will not be reviewed, with the exception of any legitimate long lead items which may require review prior to thirty (30) days after the Construction Contract is signed by the Client.
6. DBA will prepare a final Project Close-Out "Punch List".

F. General:

1. Surveying and Soils Engineering services to be provided by Client.
2. Our Scope of work shall extend to a point five (5) feet from the building perimeter and connect to new utility services.
3. The Architect is not responsible for the discovery, abatement or removal of asbestos or toxic materials.
4. Components of the existing structure cannot be fully determined by this office and/or our consultants because we were not present during construction of this facility. Therefore, the Architect is not responsible for unforeseen conditions which may affect final construction.

5. Material testing will be provided by a testing agency retained by others.
6. Design of sheathing, shoring, scaffolding, formwork and other means and methods structures will be provided by engineers retained by the Contractor.
7. Owner to provide existing civil and site drawings indicating all underground and overhead mechanical, plumbing and electrical site utilities which may affect the design.
8. Hydraulic calculations and branch pipe sizing for sprinkler system, if required, to be by Sprinkler Contractor.
9. All light fixtures and plumbing fixtures to be selected by consultant engineer and approved by the Client; Engineering to be by DBA consultant engineer.
10. Client's vendors to provide electronic system information (i.e., outlets/jacks for phone, computer, P.O.S., security, etc.) to be shown on our electrical drawings.
11. Interior Design to be provided by Client.
12. Client to provide catalog cutsheets and room plan layouts for Client-furnished equipment and equipment provided by other consultants which will be connected to or which impacts the design, indicating all mechanical/electrical requirements for all specialized equipment, luminaire selection and location, utility connection requirements, utility consumption and heat rejection, including information on any system with special clearance requirements.

II. BASIS OF COMPENSATION:

The Client, The Lindsay School of the Arts, will compensate Don Bergman Architecture (DBA) for the services outlined in the Scope of Work as follows:

A. Initial Payment:

An initial payment will be made upon execution of this Agreement in the amount of Ten Thousand Dollars (\$ 10,000.00 ). This initial payment will be credited on the final invoice.

B. Basic Compensation:

We propose to provide Basic Services as outlined in Paragraph I, for a fee of Three Hundred Forty Two Thousand Six Hundred Fifty Dollars (\$ 342,650.00 ), plus reimbursable expenses.

C. Method of Payment:

1. Invoicing will be monthly, based upon the percent of services provided plus reimbursable expenses. Payment is due when invoice is provided; delinquent after 30 days.

2. There is no finance charge upon amounts due which are paid within thirty (30) days. A periodic rate of 1.5% per month (an annual percentage rate of eighteen percent (18%) simple interest per annum on the unpaid balance) will be charged to the Client's account each month and added to the balance which remains unpaid after thirty (30) days.

D. General:

1. The Client recognizes and acknowledges that the Architect has reviewed the fact that during the project inception and early design stages, it is difficult to predict the total fees required for the project due to many unknowns, and further that, the total fees and costs eventually incurred, may exceed the amount assumed in this Proposal for various reasons.
2. The Architect shall use judgment in completing the scope of work that is in the best interest of the Client. The Client and the Architect mutually agree that the Architect shall submit monthly invoices so that the Client is aware, at all times, of the Client's obligation to the Architect and the Client shall discharge such obligation promptly.

III. REIMBURSABLE EXPENSES:

- A. Additional costs and expenses (i.e., large copy items, color prints and plots, and express deliveries) will be billed at a multiplier of 1.2 times the amounts expended by the Architect, the Architect's employees and consultants in the interest of this project.

IV. ADDITIONAL SERVICES:

- A. The following are not part of Basic Services, but are available if needed and authorized by Client:

1. Any services beyond those outlined in Basic Services, Paragraph I.
2. Cost estimating and/or value engineering.
3. Preparation of agency submittals and attendance at hearings/meetings required for approvals.
4. Interior Design.
5. Telephone/Communication/Security System/Lightning Protection design.
6. Preparation of Record Drawings, electronic format floppy or compact disks, electronic transfer and/or archive storage or retrieval of documents.

B. Basis of Compensation:

1. For Additional Services of the Architect, as authorized by the Client, compensation shall be based upon a mutually agreed upon fee.
2. For Additional Services of Consultants, as authorized by the Client, compensation shall be computed hourly at a multiple of 1.1 times the amount billed to the Architect for such services.

- C. It is understood and agreed that changes required due to the untimely receipt of Client provided information will be considered as Additional Services.

V. GENERAL:

- A. Client: Client confirms that neither DBA nor any of DBA's Consultants or subcontractors has offered any fiduciary service to Client and no fiduciary responsibility shall be owed to Client by DBA or any of DBA's subconsultants or subcontractors, as a consequence of DBA's entering into this Agreement with Client.

- B. Assignment: No assignment, transfer or subletting of any party's rights, interests or obligations shall be allowed without the prior written consent of the other party.

- C. Ownership of Instruments of Service: All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the Architect as instruments of service shall remain the property of the Architect. The Architect shall retain all common law, statutory and other reserved rights, including the copyright thereto.

The Client shall be permitted to retain copies, including reproducible copies or drawings and specifications for information and reference in connection with Client's use and occupancy of the project. The drawings and specifications shall not be used by the Client on other projects, for additions to the project, or for completion of the project by others, except by Agreement in writing and with appropriate compensation to the Architect.

- D. Satisfaction with Services: Payment of any invoice by the Client to the Architect shall be taken to mean that the Client is satisfied with the Architect's services to the date of payment and is not aware of any deficiencies in those areas.

- E. Disputed Invoices: If the Client objects to any portion of an invoice, the Client shall so notify the Architect in writing within seven (7) calendar days of receipt of the invoice. The Client shall identify, in writing, the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement.

Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement.

Interest as stated above shall be paid by the Client on all disputed invoice amounts that are subsequently resolved in the Architect's favor and shall be calculated on the unpaid balance from the due date of the invoice.

- F. Dispute Resolution: In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and the Architect agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

- G. Termination: The obligation to provide further services under this Agreement may be terminated by either party upon thirty (30) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms herein. In the event of any termination, the Architect will be paid for all

Page 7 - June 19, 2019

DD-CA for

St. Anastasia Catholic School Historic Preservation & Rehabilitation

Don Bergman Architecture Project No. P19-009

services rendered to the date of termination, all expenses subject to reimbursement hereunder, and other reasonable expenses incurred by the Architect as a result of such termination.

If the contract is a fixed fee, the amount payable will be a proportional amount of the total fee based on the percentage of work complete as determined by the Architect.

To the maximum extent permitted by law, Client agrees to limit Don Bergman Architecture's liability for Client's damages to the aggregate sum of Ten Thousand Dollars (\$ 10,000.00 ) or Don Bergman Architecture's fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted and applies to Don Bergman Architecture's agents, employees and principals.

If you have any questions or comments regarding this Proposal, please call. This fee is valid for a period of thirty (30) calendar days from the date of this Proposal. Your acceptance may be indicated by signing, dating and returning one (1) copy of this letter, along with the initial payment. Work will be scheduled upon receipt of the signed Proposal and initial payment.

Sincerely,  
Don Bergman Architecture

*Don Bergman*

Don Bergman, AIA  
President

DLB/nsr

Authorization to provide the above services:

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

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

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

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

## EXHIBIT C

### (Insurance Requirements)

Landlord shall obtain and maintain all risk commercial property insurance on the exterior structure of the leased premises. Tenant shall be responsible for procuring insurance on the contents of such buildings or structures. Tenant agrees to be responsible for loss or damage to any structure on the premises to the extent such loss or damage is subject to a deductible provision in the Landlord's provided insurance.

Tenant shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the Landlord, the types and amounts of insurance conforming to the minimum requirements set forth herein. As evidence of compliance with the insurance required herein, Tenant shall furnish Landlord with:

- (a) a fully completed satisfactory Certificate of Insurance evidencing all coverage required herein. Also, a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of Landlord and Landlord's members, officials, officers and employees as additional insureds in the Commercial General Liability coverage; or
- (b) the original of the policy(ies); or
- (c) other evidence satisfactory to Landlord.

All policies should be endorsed to provide thirty (30) days written notice of cancellation to Landlord for all coverages. Until such insurance is no longer required by this Agreement, Tenant shall provide Landlord with renewal or replacement evidence of insurance prior to the expiration or termination of such insurance at least thirty (30) days prior to the expiration or termination of such insurance.

If requested to do so by Landlord, Tenant shall, within thirty (30) days after receipt of a written request from Landlord, provide Landlord with a certified, complete copy of the policies of insurance providing the coverage required.

If the insurance policies expire or terminate during the term of this Agreement Tenant shall provide Landlord with renewal or replacement evidence of the insurance, including endorsements, no less than five (5) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

#### Workers' Compensation/Employer's Liability Insurance.

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council

on Compensation Insurance (NCCI), without any restrictive endorsements other than any endorsements required by NCCI or the State of Florida.

The policy must be endorsed to waive the insurer's right to subrogate against Landlord, and its members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with Landlord, and its officials, officers and employees scheduled thereon or a blanket endorsement providing the waiver in the same manner as outlined in the Advisory Form WC 00 03 13.

The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	“Statutory”	
Part Two:	\$1,000,000	Each Accident
	\$1,000,000	Disease - Policy Limit
	\$1,000,000	Disease - Each Employee

#### Commercial General Liability Insurance.

Such insurance shall be substantially equivalent to that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), and acceptable to the Landlord.

Landlord and its members, officials, officers and employees shall be included as an “Additional Insured” on a form no more restrictive than ISO form CG 20 11 (Additional Insured – Managers or Lessors of Premises).

The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

General Aggregate	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Damage to Leased Premises	\$300,000

#### Abuse and Molestation Liability

Such insurance shall be on a form acceptable to the Landlord and shall cover Tenant and its employees for liability arising out of any occurrence of abuse or molestation in relation to the Tenant's operations and occupancy of the leased premises.

If the Abuse and Molestation coverage is provided on a Claims Made Form, the retroactive date must be no later than the first date of this Agreement and such claims-made coverage must respond to all claims reported within three (3) years following the period for which

coverage is required.

The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Claim	\$500,000
Annual Aggregate	\$500,000
Deductible or Self Insured Retention	\$2,500 Maximum per claim

Automobile Liability Insurance.

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without any restrictive endorsements, including coverage for liability contractually assumed. The