

RESOLUTION NO. 2022-05

A RESOLUTION OF THE CHILDREN'S SERVICES COUNCIL OF LEON COUNTY APPROVING A LEASE AGREEMENT FOR CERTAIN REAL PROPERTY TO SERVE AS CSC LEON ADMINISTRATION, OFFICE AND MEETING SPACE; AUTHORIZING AND DIRECTING THE CHAIR AND EXECUTIVE DIRECTOR TO EXECUTE SUCH LEASE AGREEMENT ON BEHALF OF CSC LEON IN SUBSTANTIALLY THE FORM ATTACHED HERETO; PROVIDING THAT RENT PAYMENTS DUE THEREUNDER SHALL BE PAYABLE SOLELY FROM FUNDS APPROPRIATED BY THE GOVERNING COUNCIL ON AN ANNUAL BASIS; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CHILDREN'S SERVICES COUNCIL OF LEON COUNTY AS FOLLOWS:

SECTION 1. AUTHORITY. This Resolution of the Children's Services Council of Leon County ("CSC Leon") is adopted pursuant to Ordinance No. 2018-13 adopted by the Board of County Commissioners of Leon County, Florida on June 19, 2018, as approved by the electorate of Leon County at the general election conducted on November 3, 2020, section 125.901, Florida Statutes, chapter 189, Florida Statutes, and other applicable provisions of law.

SECTION 2. FINDINGS. It is hereby ascertained, determined and declared as follows:

(A) Section 125.901, Florida Statutes, enumerates the powers available to children's services councils such as CSC Leon including but not limited to the power to lease real property.

(B) CSC Leon has determined that it is necessary and desirable to enter into an agreement with 2002 OSA, LLC, a Florida limited liability company with an address of 70 S.E. 4th Avenue, Delray Beach, Florida 33483 (the "Landlord"), to lease certain real property located in the Parkway at St. Augustine, 2002 Old Saint Augustine Road, Tallahassee, Florida 32301, Building A, consisting of 3,930 rentable square feet to serve as administration, office and meeting space for CSC Leon (the "Lease Agreement").

(C) The Governing Council of CSC Leon (the "Governing Council") recognizes the need for such space and desires to approve the form of the Lease Agreement and to authorize the execution and delivery of the Lease Agreement.

SECTION 3. APPROVAL OF LEASE AGREEMENT.

(A) The Lease Agreement between CSC Leon and the Landlord is hereby approved. The Chair and Executive Director are hereby authorized and directed to execute such agreement on behalf of CSC Leon in substantially the form attached hereto as Appendix A, with such changes, amendments, modifications, deletions, and additions as may be approved by the Chair, after consultation with CSC Leon's General Counsel, the execution thereof being conclusive evidence of such approval.

(B) The term of the lease is for seven (7) fiscal years of CSC Leon, commencing with the fiscal year beginning October 1, 2022, with the option to extend thereafter at CSC Leon's discretion.

(C) The Governing Council hereby appropriates the sum of \$6,222.50, from legally available funds currently on hand, for payment of the security deposit due under the Lease Agreement.

(D) The Governing Council further appropriates the sum of \$149,340, from legally available funds currently on hand, for payment of monthly rent due under the Lease Agreement from the anticipated date of occupancy (September 1, 2022) through September 30, 2024 (the "Initial Term"). Such money shall be held in escrow by CSC Leon and used solely to make monthly rental payments during the Initial Term.

(E) Thereafter, commencing with the CSC Leon fiscal year beginning October 1, 2024 and continuing through the remaining term of the Lease Agreement and any extension thereof, rental payments due thereunder for the forthcoming fiscal year shall be subject to annual appropriation by the Governing Council.

(F) The Lease Agreement does not constitute a bond or indebtedness of CSC Leon within the meaning of Article VII, Section 12 of the Florida Constitution, and nothing therein shall constitute a pledge by CSC Leon of its full faith and credit or taxing power. The rental payments due thereunder represent a current operating expense for local government accounting purposes which are expressly subject to annual appropriation by the Governing Council for each fiscal year following the Initial Term.

(G) Neither the Landlord, any successor thereto nor any other party shall ever have the right to compel the exercise of any ad valorem taxing power or the use or application of any ad valorem tax revenues by CSC Leon, Leon County, Florida, the State of Florida nor any political subdivision or agency thereof to pay rent due under the Lease Agreement, or be entitled to payment of rent due thereunder except from amounts appropriated annually by the Governing Council as described herein and in the Lease Agreement.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED this _____ day of May, 2022.

**CHILDREN'S SERVICES COUNCIL
OF LEON COUNTY**

By: _____
Chair

ATTEST:

Executive Director

APPENDIX A

FORM OF LEASE AGREEMENT

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is entered into effective this 1st day of June, 2022 (the "Effective Date") by and between 2002 OSA, LLC, a Florida limited liability company with an address of 70 S.E. 4th Avenue, Delray Beach, Florida 33483 (the "Landlord"), and Children's Services Council of Leon County, an independent special district of the State of Florida with an address of Post Office Box 1816, Tallahassee, FL 32302 (the "Tenant").

In consideration of the hereinafter set forth covenants and agreements, Landlord and Tenant agree that the Landlord shall lease to the Tenant, and the Tenant shall lease from the Landlord, certain office space in the Parkway at St. Augustine located at 2002 Old Saint Augustine Road, Tallahassee, Florida 32301 (the "Project"), Building A (the "Building"), Suite A-50, consisting of 3,930 rentable square feet (the "Premises"). The Project and Premises are legally described on Exhibit A, and identified on the site plan attached hereto as Exhibit A-1. The Landlord shall lease the Premises to the Tenant subject to the following terms and conditions:

1. **Quiet Enjoyment.** The Landlord covenants that the Tenant, upon paying the rentals herein reserved and upon the Tenant observing, performing and keeping all and singular the covenants and agreements herein specified to be kept and performed by the 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.

2. **Use of Premises.** The Premises shall be used and occupied by the Tenant solely for the non-residential uses associated with Tenant's operations as a unit of local government and its functions and service mission as a children's services council, and for no other use (Tenant's "Permitted Use"). The Premises shall not be used for any illegal purpose or in violation of any applicable law, ordinance or regulation of a governmental authority or in any manner that would constitute a nuisance. Tenant shall have the non-exclusive right to use the common area of the Project in common with other occupants of the Project; provided, however that the Tenant's use of any common areas of the Project shall not interfere with the rights granted under any easements or the rights of other tenants of the Project.

3. **Acceptance.** The Tenant is familiar with the condition of the Premises and common areas and agrees to accept possession of the Premises upon completion of Landlord's Work, other than punch-list items, as described in Exhibit C hereto. There are no warranties, express or implied, made by Landlord herein as to the condition or suitability of the Premises or the common areas for the Tenant's proposed use. The Tenant represents and warrants that it has the power and authority necessary to execute and deliver this Lease and to incur all obligations provided herein and performance and compliance with the terms, provisions, and conditions of this Lease do not and will not conflict with or result in any violation of any of the terms, conditions, or provisions of any agreement, obligation, lease, license, judgment, decree, order, statute, rule, or regulation applicable to the Tenant, the Project, or the Premises. The person or persons executing this Lease on behalf of the Tenant hereby covenant and warrant that such person(s) are duly authorized by the governing body of such entity to execute and deliver this Lease on behalf of the entity.

4. **Parking.** Tenant shall have the right to use free of charge those portions of the designated parking areas serving the Project in common with all other tenants in the Project to whom similar rights are granted on a "first come/first served" basis, not to exceed 16 total spaces.

5. **Term of Lease.** The Landlord agrees to, and does hereby, lease the Premises to the Tenant for an Initial Term commencing on October 1, 2022 (such date being referred to herein as the "Commencement Date"), and ending at midnight on the seventh (7th) anniversary of the Commencement Date (the "Initial Term"). Landlord agrees that Tenant shall have access to the Premises on the Commencement Date for the purpose of performing Tenant's Work (as defined in Section 10). After the Initial Term, the Tenant shall have the option (the "Renewal Option") to extend the term for an additional period of six (6) years (the "Renewal Term"). If the Tenant desires to exercise any Renewal Option, the Tenant shall provide to the Landlord written notice of such election at least one hundred eighty (180) days prior to the expiration of the Initial Term or Renewal Term, as applicable. All terms and conditions of the Lease shall be applicable during any Renewal Term, except that the rental payable during such Renewal Term(s) shall be as set forth on Exhibit B hereto.

Notwithstanding anything herein to the contrary, the Tenant's obligation to make Rental Payments (as defined in Section 6 below) hereunder shall be subject to annual appropriation by the Tenant. If during the then current fiscal year of Tenant, sufficient funds are not appropriated to pay

the Rental Payments required hereunder for the following fiscal year (an “Event of Nonappropriation”), Tenant shall be deemed not to have renewed this Lease for the following fiscal year, and this Lease shall terminate at the end of the then current fiscal year, and Tenant shall not be obligated to pay Rental Payments beyond the then current fiscal year for which funds have been appropriated. Upon an Event of Nonappropriation, Tenant shall surrender the Premises in accordance with Section 26. Tenant shall notify Landlord in writing at the earliest date known to tenant of such Event of Nonappropriation but no later than two (2) business days following the Event of Nonappropriation. If Tenant fails to surrender the Premises or otherwise comply with Section 26, Tenant shall be responsible for the payment of an amount equal to the Rental Payments that would thereafter have come due if this Lease had not been terminated.

Notwithstanding anything herein to the contrary, no later than the Commencement Date, Tenant shall have appropriated currently available funds in an amount sufficient to pay Rental Payments due under the Lease for the first two (2) years of the Initial Term (“Escrowed Funds”). Escrowed Funds shall only be drawn upon by Tenant to make monthly Rental Payments.

6. **Rental.** As base rent for the Premises during the Initial Term and any Renewal Term(s), and commencing on the Commencement Date, the Tenant agrees to pay to the Landlord at the address listed in Section 49, below, or at such other place as may be designated by the Landlord, the amounts set forth on the rent schedule attached hereto as Exhibit B (which amounts do not include any applicable sales tax) (the "Rental Payments"). The monthly installments shall commence on the Commencement Date and shall continue on the first day of each month thereafter during the term of this Lease. The Tenant shall pay any applicable sales or other tax due on the Rental Payments with each installment payment. The Tenant shall pay a late charge if any monthly installment is paid after the tenth of the month in which it is due. The late charge shall be equal to five percent (5%) of the amount of the monthly installment. In the event the Tenant elects to renew this Lease, the rental for the Renewal Term(s) shall be as set forth on Exhibit B.

Tenant shall pay all other charges, sums, or amounts permitted to be imposed against it under any Section of this Lease concurrently with the next succeeding monthly rent installment following notice of same, unless a different time for such payment is specified in this Lease. Any monies paid or expenses incurred by Landlord to correct violations of any of Tenant’s obligations hereunder shall be considered additional rent under this Lease.

The obligations of Tenant hereunder, including its obligation to pay the Rental Payments due in any fiscal year, shall constitute a current expense of Tenant for such fiscal year and shall not constitute an indebtedness of Tenant within the meaning of the Constitution and laws of the State of Florida (the "State"). THE RENTAL PAYMENTS ARE TO BE MADE ONLY FROM TENANT'S LEGALLY AVAILABLE FUNDS APPROPRIATED ON AN ANNUAL BASIS, AND NEITHER TENANT, LEON COUNTY, FLORIDA, THE STATE, NOR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF SHALL BE OBLIGATED TO PAY ANY SUMS DUE HEREUNDER FROM THE COMPELLED LEVY OF AD VALOREM OR OTHER TAXES EXCEPT FROM THOSE LEGALLY AVAILABLE FUNDS APPROPRIATED BY TENANT ON AN ANNUAL BASIS. **THIS LEASE AND THE TENANT'S OBLIGATIONS HEREUNDER SHALL NOT CONSTITUTE A BOND OR INDEBTEDNESS OF THE TENANT WITHIN THE MEANING OF ARTICLE VII, SECTION 12 OF THE FLORIDA CONSTITUTION.** Nothing herein shall constitute a pledge by Tenant of the full faith and credit or taxing power of Tenant. The Tenant official in charge of preparing Tenant's budget will include in the budget request for each fiscal year the Rental Payments to become due during such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all Rental Payments coming due therein. Landlord acknowledges that appropriation for non-current Rental Payment obligations is a governmental function which Tenant cannot contractually commit itself in advance to perform. Tenant reasonably believes that moneys in an amount sufficient to make all Rental Payments can and will lawfully be appropriated and made available to permit Tenant's continued occupancy of the Premises during the term of this Lease.

7. **Security Deposit.** Tenant shall deposit with Landlord, upon execution of this Lease, an amount equal to **Six Thousand Two Hundred Twenty-Two Dollars and Fifty Cents** (\$6,222.50) as security for the performance of the terms hereof by Tenant. Tenant shall not be entitled to interest thereon. If Tenant defaults with respect to any provision of this Lease, Landlord may, but shall not be required to use, apply or retain all or any part of this security deposit for the payment of any rent or any other sum in default, or for the payment of any other amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default, including, without limitation, costs and attorneys' fees incurred

by Landlord to recover possession of the Premises. If any portion of said security deposit is so used or applied, Tenant shall, upon demand therefor, deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount. Tenant's failure to do so shall constitute a default hereunder by Tenant. So long as no uncured default then exists, the security deposit shall be returned to Tenant within thirty (30) days of the expiration of the Lease. The Tenant shall not be entitled to have the security deposit applied to any rent due or to become due to Landlord without the prior written consent of the Landlord.

8. **Accessibility and Alterations.**

Lessor agrees that the leased Premises meets, at the time of occupancy, or will conform, or will be brought into conformance within 180 days of lease execution, the requirements of the 2012 Florida Accessibility Code for Building Construction ("FACBC"), Americans With Disabilities Accessibility Implementation Act, and Sections 553.501 - 553.514, Florida Statutes. The Code of Federal Regulations, Department of Justice, Title 28, Part 25 and Part 36, and the Department of Transportation Title 49, Part 37 and the requirements of Florida Building codes have all been incorporated within the FACBC.

The Florida Building Code includes and requires the following subparts, which are applicable to occupied or public use leases:

(A) Chapter 1, Section 101.1: All new and altered public buildings and facilities, private buildings and facilities, places of public accommodation and commercial facilities subject to this code shall comply with this code.

(B) Chapter 1, Section 101.3: This code establishes standards for accessibility to places of public accommodation and commercial facilities by individuals with disabilities. This code shall also apply to state and local government (owned and leased) facilities pursuant to Section 553.503, Florida Statutes. It is to be applied during the design, construction and any alteration to such buildings and facilities as required by the code.

9. **Landlord's Work.** Landlord agrees prior to the commencement of the term of this Lease, at Landlord's sole cost and expense, to construct or to have theretofore constructed on the Building and to construct or install in the Premises the improvements, if any, to be constructed or installed by Landlord pursuant to Exhibit C attached hereto ("Landlord's Work"). Any improvements to the Premises other than Landlord's Work as defined above shall be referred to as

"Tenant's Work" and shall be constructed by Tenant at Tenant's expense. Landlord's obligation under this Section shall not require Landlord to incur over-time costs and expenses and shall be subject to unavoidable delays due to acts of God, government restrictions, strikes, labor disturbances, shortages of materials and supplies, and for any other cause or event beyond Landlord's reasonable control. Landlord shall not be required to make any improvements or renovations to the Premises except as expressly provided in this Lease.

10. **Tenant's Work.** The Tenant shall, at its sole cost and expense, construct certain improvements to the Premises (the "Tenant's Work"). The Tenant's Work shall be done in a good and workmanlike manner, free of all liens and encumbrances, in accordance with all applicable laws, regulations, and ordinances. Tenant shall provide Landlord with sworn statements, together with the applicable lien waivers, for all contractors, subcontractors, and materialmen associated with the Tenant's Work. No work shall be done or fixtures or equipment installed by Tenant (1) without the express written approval of Landlord as to the final plans and specifications for such Tenant's Work, or (2) in such a manner as to interfere with the Landlord or Landlord's other tenants.

11. **Real Property Taxes.** The Landlord shall pay all real property taxes and special assessments assessed against the Premises, or taxes assessed in substitution thereof, as the same shall become due.

12. **Insurance.** The Tenant shall, at its sole expense, maintain in full force and effect during the term hereof: (a) Errors and Omissions coverage to include prior acts, sexual harassment, civil rights, and employment discrimination, breach of contract, insured versus insured, consultants, and independent contractors with maximum policy limits of \$2,000,000.00, which insurance shall be subject to a maximum deductible not to exceed \$25,000.00, (b) public liability and property damage insurance in an amount not less than \$1,000,000.00 per occurrence and \$5,000,000.00 in the aggregate, for coverage of all situations where any person or persons claim bodily injury, death or property damage in or upon the Premises, (c) business automobile coverage with the same insurance limits as shown in (b), above, and (d) fire and extended coverage covering the replacement value of Tenant's furniture and improvements. All such insurance policies shall be issued by a reputable company authorized to do business in the State of Florida with an A.M. Best rating of A or better, and shall name Tenant, Landlord and any mortgagee of the Project as co insured as their respective interest may appear, and shall provide for cancellation thereof

only after thirty (30) days' prior written notice to Landlord and any mortgagee named therein. Tenant shall provide to Landlord and any mortgagee named in such policies with copies thereof. In the event Tenant fails to timely secure and maintain in full force and effect the insurance as required hereunder, the same shall be deemed an event of default and Landlord, in addition to any other remedies provided in this agreement, upon expiration of any applicable cure period, shall have the right to secure said insurance at the expense of Tenant, and any funds so advanced shall be immediately due and payable by Tenant to Landlord, and shall bear interest from the date of advance at the highest rate of interest allowed by law to be charged on the amounts then due to Landlord. The Tenant may maintain such insurance on its leasehold improvements, trade fixtures and items of personal property, as the Tenant deems appropriate. Each of Landlord and Tenant hereby releases the other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage specifically insured against, even if such loss or damage shall have been caused by the fault or negligence of the other party or anyone for whom such party may be responsible, and each party agrees to cause its insurance policies to contain a clause pursuant to which the insured (i) waives the right of subrogation against the other party for losses covered by such policy; and (ii) agrees that such policy shall not be invalidated because the insured has hereby waived any right of recovery for losses covered by such policy.

13. **Removal of Personal Property; Restoration of Premises.** The Tenant, upon expiration of this Lease and subject to the Tenant's compliance with this Lease, shall have the right to remove the furniture, furnishings and equipment which it may have installed on or in the Premises and which have not been permanently affixed to the Premises, provided, however, that the Tenant shall restore any and all damage to the Premises resulting from any such removal, reasonable wear and tear excepted.

14. **Maintenance and Repairs.** The Landlord shall be responsible for all repairs and replacements of mechanical, electrical, plumbing, roof and heating and air conditioning systems serving the Premises, maintenance of exterior and structural improvements, and maintenance of the grounds and parking areas of the Project. The Tenant shall be responsible for all ordinary and routine maintenance, upkeep and repairs of the interior of the Premises. Notwithstanding anything in this Lease to the contrary, the Tenant shall be responsible for and pay for all repairs and

maintenance required to remedy any damages to the Premises, or mechanical, electrical, plumbing and heating and air conditioning systems serving the Premises, caused by the Tenant or its guests or invitees. The Landlord shall have the right to enter the Premises at any reasonable time upon not less than 24 hours' notice (except in the case of an emergency, in which case no notice shall be required) for the purpose of inspecting the same or for the purpose of doing anything that is required or allowed under this Lease.

15. **Condition of Premises.** The Tenant shall keep the Premises in good order, repair and condition. The Tenant shall not commit waste or permit waste to be committed in or upon the Premises or the Project's common areas, create or allow any nuisance to continue on the Premises, or use the Premises for any unlawful purpose.

16. **Radon Gas Disclosure.** Pursuant to Section 404.056, Florida Statutes, the following notice is hereby given to the undersigned Tenant:

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

17. **Taxes.**

(a) The Tenant shall pay the Landlord with each Rental Payment any sales and use taxes imposed upon the rent paid under this Lease.

(b) Tenant shall pay any taxes assessed against personal property, including trade fixtures, deemed by the taxing authority to be personal property or inventory kept on the Premises.

18. **Assignment and Subletting.** The Tenant shall not have the right to assign this Lease, in whole or in part, or sublet all or any part of the Premises.

19. **Indemnity.**

(a) The Tenant shall indemnify the Landlord and save it 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 or property damage occurring in or upon the Premises arising out of the use, occupancy or operation of said Premises by the Tenant, its officers, employees, agents, guests and invitees.

(b) The 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 by or through the acts or omissions of persons occupying adjacent, connecting or adjoining premises, nor shall the 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, the Tenant expressly agreeing to indemnify and hold the Landlord harmless in all such cases; provided, however, such indemnity shall not apply to any loss, damage or claim to the extent arising from or caused by the gross negligence or intentional misconduct of Landlord.

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

(d) Nothing contained herein shall be construed as a waiver of any immunity or limitation of liability the Tenant may be entitled to under the doctrine of sovereign immunity or as provided in Section 768.28, Florida Statutes.

20. **Landlord's Insurance.** The Tenant shall not stock, use or sell any article or do anything in or about the Premises or 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 the (a) occupancy other than as contemplated under this Lease, or (b) 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. Landlord shall at all times during the term of this Lease maintain in effect a policy or policies of insurance covering the Project (excluding property required to be insured by Tenant) in such amounts as Landlord may from time to time determine in its commercially reasonable discretion, providing protection against loss or damage by fire, explosion or other hazards and contingencies together with insurance against sprinkler damage, vandalism and malicious mischief, and such other risks as Landlord may from time to time determine and with any such deductibles as

Landlord may from time to time determine. Any insurance provided for in this Section may be affected by a policy or policies of blanket insurance, covering additional items or locations or assureds, provided that the requirements of this Section are otherwise satisfied. Tenant shall have no rights in any policy or policies maintained by Landlord.

21. **Destruction.**

(a) Subject to the provisions of subparagraph (b) below, if the Premises shall be partially damaged by any casualty covered by the Landlord's insurance policy, the Landlord shall repair the same to their 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 un-tenantable.

(b) If the Premises: (i) are rendered wholly un-tenantable; or (ii) should be damaged as a result of a risk which would not be covered under policies of insurance carried by the Landlord; or (iii) should be damaged in whole or in part during the last one (1) year of the Initial Term or during any Renewal Term hereof; or (iv) the building of which the Premises are a part, whether the Premises are damaged or not, should be damaged to the extent of fifty percent (50%) or more of the then monetary value thereof, then or in any of such events, the Landlord may either elect to repair the damage or cancel this Lease by notice of cancellation within thirty (30) days after such event and thereupon this Lease shall expire, and the Tenant shall vacate and surrender the Premises to the Landlord. The Tenant's liability for rent, subject to the provisions regarding abatement of base rent contained in subparagraph (a), shall continue for the pro-rata amount of the rent due to the date of such damage.

(c) In the event the Landlord elects to repair the damage, 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.

22. **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 any part of the Premises shall be taken as aforesaid, and such partial taking shall render that portion not so taken unsuitable for the business of the Tenant, then this Lease and the term herein shall cease and terminate as aforesaid. If such partial taking does not render the Premises unsuitable for the business of the Tenant, then this Lease shall continue in effect except that the rent shall be reduced in the same proportion that the floor area of the Premises taken bears to the original floor area and the Landlord shall, upon receipt of the award in condemnation, make all necessary repairs or alterations to the Building in which the Premises are located so as to constitute the portion of the Building not taken a complete architectural unit, but such work shall not exceed the scope of the work done in the original construction, nor shall the Landlord in any event be required to spend for such work an amount in excess of the amount received by the Landlord as damages for the part of the Premises so taken.

(c) If more than twenty (20%) percent of the floor area of the Premises shall be taken as aforesaid, either party may, by written notice to the other, terminate this Lease, such termination to be effective as aforesaid.

(d) All compensation awarded or paid upon such total or partial taking of the Premises shall belong to and be the property of the Landlord without any participation by the Tenant. The 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 the Tenant, but only to the extent that the same shall not reduce the 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 the Tenant has a claim in condemnation proceedings, as aforesaid, the Tenant may claim from condemners, but not from the Landlord, such compensation as may be recoverable by the Tenant.

23. **Default.**

(a) In the event the Tenant fails to pay the rent or any other sums payable by the Tenant at the time and in the amount stated, the Tenant shall immediately be in default under this Lease (a "Monetary Default"). If the Tenant shall fail to keep and perform any other conditions, stipulations or agreements herein contained and such default shall continue for fifteen (15) days after written notice thereof, or if this Lease shall pass to or devolve upon, by law or otherwise, one other than the Tenant except as herein provided, or if the Tenant's interest hereunder or its

property on the Premises is attached, sequestered or taken under execution or other legal process, or if the 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 the 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 the Tenant shall be in default under the Lease (a "Nonmonetary Default") (together, a Monetary Default and a Nonmonetary Default are referred to as a "Default"). In the event of a Default, the Landlord may, at Landlord's option, in addition to any and all other legal remedies and rights: (i) terminate and end 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 (which may be for a term extending beyond the term of this Lease) in which event the 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 the Tenant waives any claim it may have to any rent obtained on such re-letting which may be in excess of the rent required to be paid herein by the Tenant; (iv) perform such obligation (other than payment of rent) on the Tenant's behalf and charge the cost thereof, together with a reasonable fee for the Landlord's time and effort, to the Tenant as additional rent; or (v) the 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) The Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of the Tenant being evicted or dispossessed for any cause, or in the event of the Landlord obtaining possession of the Premises, by reason of the violation by the Tenant of any of the provisions of this Lease, or otherwise.

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

(d) Notwithstanding anything herein to the contrary, an Event of Nonappropriation under Sections 5 and 6 of this Lease shall not constitute a Default hereunder.

24. **Attornment.** The Tenant shall, in the event of the sale or assignment of the Landlord's interest in the Building of which the Premises form 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.

25. **Force Majeure.** The 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 the 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, public health emergencies including epidemics, pandemics or quarantines, fire or other casualty, inability to obtain any material, services, insurance proceeds, or financing or through acts of God.

26. **Expiration of Lease.**

(a) At the expiration of this Lease, the Tenant shall surrender the Premises in the same condition as they were in upon delivery of possession thereto under this Lease, in broom clean condition, reasonable wear and tear excepted, and shall deliver all keys and combinations to locks, safes and vaults to the Landlord. Before surrendering the Premises, the Tenant shall remove all of its personal property, trade fixtures, alterations, signage, additions and decorations, and shall repair any damage caused thereby. The Tenant's obligations to perform this provision shall survive the end of the term of this Lease. If the Tenant fails to remove its property upon the expiration of this Lease, the said property, at the Landlord's option, shall be deemed abandoned and shall become the property of the Landlord.

(b) Upon expiration or earlier termination of this Lease, if the Premises are not surrendered as required by this Lease at the end of the Initial Term or the Renewal Term, as the case may be, then the Tenant shall indemnify the Landlord against loss or liability resulting from delay by the 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 the Tenant shall be liable to the Landlord for any and all legal expenses, costs, and fees incurred by the Landlord in obtaining the possession of the Premises.

27. **Holding Over.** Any holding over after the expiration of the Initial Term or the Renewal Term, as the case may be, shall be construed to be a tenancy from month to month and shall otherwise be on the terms herein specified so far as applicable except that the rental shall be two hundred percent (200%) of the rent in effect immediately prior to the expiration of the Initial Term or the Renewal Term, as the case may be.

28. **No Waiver.** Failure of the 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 the 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 be in writing signed by the Landlord. No payment by the Tenant or receipt by the Landlord of a lesser amount than the monthly rent shall be deemed to be other than on account of the earliest rent then unpaid.

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

30. **No Partnership.** Nothing contained in this Lease shall, or shall be deemed or construed so as to create the relationship of principal-agent, joint venturers, co-venturers, partners or co-tenants between the Landlord and the Tenant. It is the express intention of the parties that they are and shall remain independent as a landlord and a tenant.

31. **Estoppel Statement.** The Tenant shall, upon request by the Landlord, execute and deliver to the 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 the Landlord. Such declaration shall be executed and delivered by the Tenant from time to time as may be requested by the Landlord. The Landlord's mortgagee, lenders and/or purchasers shall be entitled to rely upon such declaration.

32. **For Rent and For Sale Signs.** The Landlord may at any time after reasonable advance notice to the Tenant place "For Rent" and "For Sale" signs on the exterior of the Building and may enter the Premises at any time after reasonable advance notice to the Tenant and during reasonable hours for the purpose of offering the Building and/or Project for sale. The Landlord may enter the Premises at any time after reasonable advance notice to the Tenant and during reasonable hours for the purpose of offering the Premises for rent.

33. **Utilities and Janitorial.** The Landlord agrees to provide electric, water and sewer utility services for normal and customary professional office use. The Landlord shall not be responsible or liable for any cessation or interruption of utility services caused by matters outside the Landlord's reasonable control or for any claim of damages, costs or expenses arising from any mechanical, electrical, plumbing or heating and air conditioning systems being out of repair or for any injury to person or property caused by any defect in any mechanical, electrical, plumbing or heating and air conditioning systems. In the event of any such damages, the Landlord shall be responsible for repairs and replacements of improvements to the Premises owned by the Landlord, and the Tenant shall be responsible for damages to the personal property of the Tenant. The Landlord further agrees to provide, at its expense, normal and customary daily janitorial service.

34. **Heating and Air Conditioning Control.** For any portion of the Premises that is not separately controlled for air conditioning and heating (but not for any portion of the Premises that is separately controlled), the Landlord will furnish during reasonable hours (8:00am to 6:00pm) Monday through Friday and from 8:00am to 1:00pm on Saturdays, air conditioning and heating of that portion of the Premises, sufficient in its commercially reasonable judgment to heat or cool the Premises to comfortable levels. The Landlord shall have the right to install electronic, mechanical or other controls to regulate the temperature. It is understood and agreed that there may be variations in set temperatures over a 24-hour period, but the temperature shall be set to remain constant between the hours of 8:00 am to 6:00pm. Such

controls will allow for an override for after-hour use of the Premises. Any use of stated services beyond the above stated hours shall be subject to after hour costs, equal to \$25 per hour of use.

35. **Floor Load.** The Tenant shall not overload the floor system of the Premises and shall not install any heavy business machines or any heavy equipment of any kind in the Premises without the prior written approval of the Landlord, which, if granted, may be conditioned upon moving by skilled licensed handlers and installation and maintenance at the Tenant's expense of special reinforcing and settings adequate to absorb and prevent noise and vibration.

36. **Delay of Possession.** If the Landlord is unable to give possession of the Premises on the date of the commencement of the Initial Term by reason of the holding over of any prior tenant or tenants or for any other reason, 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 Initial Term or Renewal Term of the Lease beyond the agreed expiration date, and said abatement in rent shall be the full extent of the Landlord's liability to the Tenant for any loss or damage to the Tenant on account of said delay in obtaining possession of the Premises.

37. **Alterations.** The Tenant shall make no alterations, additions, repairs or improvements in or to the Premises without the written consent of the Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. All additions, alterations or improvements shall be removed from the Premises as required by this Lease; provided, however, that the Landlord may notify the Tenant in writing of any additions, alterations, or improvements that Landlord desires to remain a part of the Premises, and any such additions, alterations, or improvements shall remain a part of the Premises at the expiration of this Lease.

38. **Charges for Services.** It is understood and agreed upon between the parties hereto that any charges against the Tenant by the Landlord for services or for work done on the Premises, by order of the Tenant, or otherwise accruing under this Lease, shall be considered as additional rent due.

39. **Entrance Walkways.** The sidewalks, entrances, passages, courts, vestibules, stairways, corridors, or halls shall not be obstructed or encumbered by the Tenant or used for any purpose other than ingress and egress to and from the Premises.

40. **Attachments and Installations.** No awnings or other projections shall be attached to the outside walls of the building in which the Premises are located. No curtains, blinds, shades, or screens shall be attached to or hung in, or used in connection with, any window or door of the Premises, without the prior written approval of the Landlord as to the method of installation.

41. **Signs and Advertising.** No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by the Tenant on any part of the outside or inside of the Premises or Building without the prior written consent of the Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Any signage installed on the Premises must be subject to local ordinances, and pre-approved by the Landlord and any applicable governmental authorities. In the event of the violation of the foregoing by the Tenant, the Landlord may remove it without any liability, and may charge the expenses incurred in connection with such removal to the Tenant. Interior signs on doors shall be inscribed, painted or affixed at the expense of the Tenant, and shall be of a size, color and style acceptable to the Landlord. Tenant shall remove all installed signage upon the expiration or earlier termination of this Lease.

42. **Obstructions.** The sashes, sash doors, skylights, windows, and doors that reflect or admit light and air into the halls, passageways, or other public places in the buildings in which the Premises are located shall not be covered or obstructed by the Tenant.

43. **Fixture Damage.** 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. All damages resulting from any misuse of the fixtures shall be borne by the Tenant who, or whose servants, employees, agents, visitors, invitees or licensees, shall have caused the same.

44. **Defacing.** Tenant, its guests, and invitees 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 the Landlord, and as the Landlord may direct.

45. **Windows.** The Tenant, before closing and leaving the Premises at any time, shall see that all windows are closed. The Tenant must observe strict 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.

46. **Existing Mortgages.** The Tenant agrees that this Lease shall be subordinate to any existing or future mortgage given by the Landlord and encumbering the Premises, and the Tenant further agrees to execute and deliver such agreements which the Landlord may from time to time request to acknowledge or evidence such subordination.

47. **Construction Liens.** The Landlord's interest in the Premises shall not be subject to liens for any improvements made by the Tenant. The Tenant shall not take any action or allow any act to be done which would create a construction lien upon the Landlord's interest in the Premises and shall keep the Landlord's interest free from any liens arising from any work or improvements performed for, by or on behalf of the Tenant. Any person or entity performing any work upon or furnishing any materials to the Premises shall look solely to the Tenant's leasehold interest herein. In the event any lien is placed upon the Premises in contravention of the terms of this Lease, the Tenant shall have the same transferred to a bond within twenty (20) days after receiving notice of the filing thereof.

48. **Brokers.** The Tenant and Landlord represents that it has dealt with no real estate agent or broker in connection with this transaction other than STRUCTURE Commercial Real Estate, LLC, which is acting as a Transaction Broker, and Crefdi Realty Advisors, LLC. Tenant shall indemnify Landlord to the extent any other brokers claiming by, through or under Tenant claim a commission in connection with this Lease.

49. **Notice.** Any notice required or desired to be given to either party shall be in writing and be sent by certified mail, return receipt requested, postage prepaid, by overnight courier, or by hand delivery, as provided herein:

If to Landlord: 2002 OSA, LLC
 6905 Telegraph Road, Suite 220,
 Bloomfield Hills, Michigan 48301

With a copy to: Dawda, Mann, Mulcahy & Sadler, PLC
 Dawda Mann Building
 39533 Woodward Avenue, Suite 200
 Bloomfield Hills, Michigan, 48304
 Attn: Leon M. Schurgin

If to Tenant: Children's Services Council of Leon County
c/o Cecka Rose Green, Executive Director
P.O. Box 1816
Tallahassee, FL 32302

With a copy to: Bryant Miller Olive
c/o Christopher Roe, General Counsel
1545 Raymond Diehl Road
Tallahassee, FL 32308

50. **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.

51. **Attorneys' Fees.** In the event of any litigation arising out of or brought for the purpose of enforcing any of the terms hereof, the prevailing party shall be entitled to recover all legal expenses and costs, including reasonable attorneys' fees, on all levels of such proceedings, including the attorney fees and costs incurred by the prevailing party in proving entitlement and the amount of attorney fees and costs.

52. **Financial Information.** The Tenant shall prepare and keep full, complete, and proper books, records, and accounts of the Tenant's financial information. Such books, records, and accounts shall at all reasonable times be open to the inspection of the Landlord, the Landlord's auditor or other authorized representative or agent at the Premises for a period of at least two (2) years after the expiration of the Initial Term or any extension thereof.

53. **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.

54. **Entire Agreement.** This Lease, together with the Exhibits attached hereto, 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 herein, shall be binding or valid. No modification of this Lease shall be binding on the parties unless it is in writing and executed by both the Tenant and the Landlord.

55. **Multiple Counterparts.** This Lease may be executed in a number of counterparts each of which is an original and all of which constitute collectively one agreement. In making

proof of this Lease in any legal action, it shall not be necessary to produce or account for more than one such counterpart.

56. **Recordation.** Neither this Lease nor any memorandum hereof shall be recorded without the written consent of the Landlord; provided, however that Landlord may record this Lease or a Memorandum hereof for any purpose, including to provide record notice pursuant to Florida Statutes Section 713.10 that the Landlord's interest in the Premises and Project will not be subject to liens for improvements made by the Tenant.

57. **List of Exhibits.** The following is a list of the Exhibits attached to this Lease:

- Exhibit A - Project Legal Description
- Exhibit A-1 - Project Site Plan
- Exhibit B - Rent Schedule
- Exhibit C - Landlord's Work
- Exhibit D - Tenant Floor Plan

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have entered into this Lease Agreement as of the Effective Date.

LANDLORD:

2002 OSA, LLC,
a Florida limited liability company

By: 2002 OSA Manager, LLC,
a Florida limited liability company
Its: Manager

By: _____
Name:
Its: Authorized Member

TENANT:

Children's Services Council of Leon County,
an Independent Special District of the State of Florida

By: _____
Name: Jonathan Sjostrom
Its: Chair

ATTEST:

By: _____
Name: Cecka Rose Green
Its: Executive Director

EXHIBIT A

Project Legal Description

The land referred to herein below is situated in the County of Leon, State of FL, and described as follows:

PARCEL I

COMMENCE AT A TERRA COTTA MONUMENT MARKING THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 1 EAST, LEON COUNTY, FLORIDA, AND RUN NORTH 00 DEGREES 12 MINUTES 43 SECONDS EAST ALONG THE WEST BOUNDARY OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 269, PAGE 530 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, A DISTANCE OF 660.22 FEET TO AN AXLE, THENCE NORTH 89 DEGREES 59 MINUTES 05 SECONDS EAST ALONG THE NORTH BOUNDARY OF SAID PROPERTY AND ALONG THE SOUTHERLY BOUNDARY OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 904, PAGE 1915 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA. A DISTANCE OF 588.69 FEET TO A CONCRETE MONUMENT, THENCE SOUTH 00 DEGREES 01 MINUTE 08 SECONDS EAST ALONG THE BOUNDARY OF SAID PROPERTY A DISTANCE OF 96.40 FEET TO AN IRON PIPE, THENCE SOUTH 00 DEGREES 10 MINUTES 54 SECONDS WEST ALONG THE WEST BOUNDARY OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 524, PAGE 262 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, A DISTANCE OF 189.20 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING CONTINUE SOUTH 00 DEGREES 10 MINUTES 54 SECONDS WEST ALONG THE WEST BOUNDARY OF SAID PROPERTY A DISTANCE OF 218.13 FEET TO AN IRON PIPE, THENCE SOUTH 00 DEGREES 04 MINUTES 43 SECONDS WEST 389.99 FEET TO AN IRON PIPE, THENCE SOUTH ALONG THE WEST BOUNDARY OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 705, PAGE 170 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, A DISTANCE OF 100.00 FEET TO A CONCRETE MONUMENT, THENCE SOUTH 00 DEGREES 12 MINUTES 39 SECONDS EAST ALONG THE WEST BOUNDARY OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 113, PAGE 561 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, A DISTANCE OF 194.84 FEET TO A CONCRETE MONUMENT ON THE NORTHERLY MAINTAINED RIGHT OF WAY BOUNDARY OF OLD ST. AUGUSTINE ROAD, THENCE NORTH 69 DEGREES 33 MINUTES 20 SECONDS WEST ALONG SAID APPROXIMATE MAINTAINED RIGHT OF WAY BOUNDARY 328.25 FEET TO A CONCRETE MONUMENT, THENCE NORTH 00 DEGREES 12 MINUTES 43 SECONDS EAST 788.22 FEET, THENCE NORTH 89 DEGREES 59 MINUTES 05 SECONDS EAST 305.18 FEET TO THE POINT OF BEGINNING.

PARCEL II

COMMENCE AT A TERRA COTTA MONUMENT MARKING THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 1 EAST, LEON COUNTY, FLORIDA, AND RUN NORTH 00 DEGREES 12 MINUTES 43 SECONDS EAST ALONG THE WEST BOUNDARY OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 269, PAGE 530 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, A DISTANCE OF 660.22 FEET TO AN AXLE, THENCE NORTH 89 DEGREES 59 MINUTES 05 SECONDS EAST ALONG THE NORTH BOUNDARY OF SAID PROPERTY 284.00 FEET TO A CONCRETE MONUMENT FOR THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING CONTINUE NORTH 89 DEGREES 59 MINUTES 05 SECONDS EAST ALONG THE SOUTHERLY BOUNDARY OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 904, PAGE 1915 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, A DISTANCE OF 304.69 FEET TO A CONCRETE MONUMENT, THENCE SOUTH 00 DEGREES 01 MINUTE 08 SECONDS EAST ALONG THE BOUNDARY OF SAID PROPERTY A DISTANCE OF 96.40 FEET TO AN IRON PIPE, THENCE SOUTH 00 DEGREES 10 MINUTES 54 SECONDS WEST ALONG THE WEST BOUNDARY OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 524, PAGE 262 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, A DISTANCE OF 189.20 FEET TO A POINT, THENCE SOUTH 89 DEGREES 59 MINUTES 05 SECONDS WEST 305.18 FEET TO EAST BOUNDARY OF SAID PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 269, PAGE 530, THENCE NORTH 00 DEGREES 12 MINUTES 43 SECONDS EAST ALONG SAID EAST BOUNDARY 285.60 FEET TO THE POINT OF BEGINNING.

Parcel 1:

COMMENCE at a concrete monument marking the Northeast corner of the Southeast Quarter of Section 5, Township 1 South, Range 1 East, Leon County, Florida, and run thence South 78 degrees 37 minutes West 48.70 feet to an old iron pipe on the Westerly right of way boundary of Paul Russell Road; thence run South 07 degrees 01 minutes West along said Westerly right of way boundary 186.85 feet to a concrete monument; thence run North 82 degrees 59 minutes 01 seconds West 220.22 feet to a concrete monument; thence run West 250.0 feet to a concrete monument; thence run West 61.0 feet to an old iron pipe marking the Northwest corner of a strip of land described in O.R. Book 382, Page 284 of the Public Records of Leon County, Florida, said point also being on the Southerly of a 4.12 acre tract of land described in O.R. Book 382, Page 284; thence run West 149.58 feet to an old iron pipe marking the Southwest corner of said 4.12 acre tract, said iron pipe also marking the Northwest corner of property described in O.R. Book 705, Page 170, of the Public Records of Leon County, Florida; thence run South along the Westerly boundary of said property described in O.R. Book 705, Page 170, a distance of 100.00 feet to an old iron pipe marking the Northwest corner of property described in O.R. Book 113, Page 561, of the Public Records of Leon County, Florida, for the **POINT OF BEGINNING**; from said **POINT OF BEGINNING** run East (bearing base) along the North boundary of said property described in O.R. Book 113, Page 561, a distance of 149.93 feet to an old iron pipe marking the Northeast corner of said property; thence South 00 degrees 14 minutes 09 seconds East along the East boundary of said property described in O.R. Book 113, page 561, a distance of 250.29 feet to a concrete monument on the Northerly maintained right of way of Old St. Augustine Road; thence North 69 degrees 44 minutes 12 seconds West along said Northerly maintained right of way boundary 160.14 feet to an old iron pipe marking the Southwest corner of said property described O.R. Book 113, Page 561; thence North 00 degrees 12 minutes 39 seconds West along the West boundary of said property described in O.R. Book 113, Page 561, a distance of 194.84 feet to the **POINT OF BEGINNING**.

Parcel 2:

COMMENCE at the Northeast corner of the Southeast Quarter of Section 5, Township 1 South, Range 1 East, Leon County, Florida, and run thence South 78 degrees 37 minutes West 48.70 feet to an old iron pipe on the Westerly right of way boundary of Paul Russell Road; thence run South 07 degrees 01 minutes West along said Westerly right of way boundary 186.85 feet; thence run North 82 degrees 59 minutes 01 seconds West 220.22 feet to a concrete monument; thence run West 250.0 feet to a concrete monument; thence run West 61.0 feet to an old iron pipe marking the Northwest corner of a 60.0 foot strip of land described in O.R. Book 382, Page 284 of the Public Records of Leon County, Florida, said point also being on the Southerly of a 4.12 acre tract of land described in O.R. Book 382, Page 284, to the **POINT OF BEGINNING**; from said **POINT OF BEGINNING** run thence West along the Southerly boundary of said 4.12 acre tract a distance of 149.58 feet to an old iron pipe, said point marking the Southwest corner of said 4.12 acre tract and also being on the Easterly boundary of property described in O.R. Book 792, Page 781; thence run South along the Easterly boundary of property described in O.R. Book 792, Page 781, a distance of 100.0 feet to an old iron pipe, said point marking the Northwest corner of property described in O.R. Book 113, Page 561; thence run East along the Northerly boundary of property described in O.R. Book 113, Page 561, a distance of 150.03 feet to an old iron pipe, said point marking the Northeast corner of property described in O.R. Book 113, Page 561, and also being on the Westerly boundary of property described in O.R. Book 382, page 284; thence run North along the Westerly boundary of property described in O.R. Book 382, page 284, a distance of 100.00 feet to the **POINT OF BEGINNING**.

EXHIBIT A-1

Project Site Plan

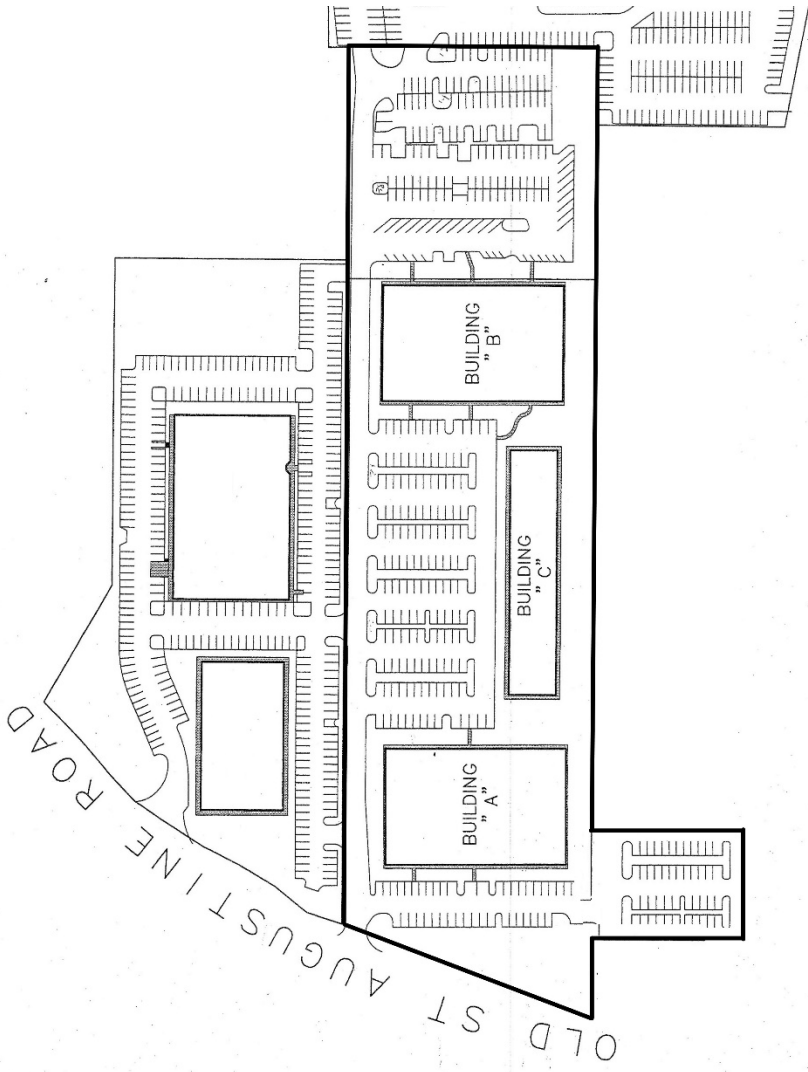


EXHIBIT B

Rent Schedule

<u>Initial Term</u>				
Lease Year	Square Feet	Rate PSF	Annual Rent	Monthly Installment
Commencement Date through 9/30/2022:	3,930	\$19.00	\$74,670.00	\$6,222.50
1	3,930	\$19.00	\$74,670.00	\$6,222.50
2	3,930	\$19.57	\$76,910.10	\$6,409.18
3	3,930	\$20.16	\$79,217.40	\$6,601.45
4	3,930	\$20.76	\$81,593.93	\$6,799.49
5	3,930	\$21.38	\$84,041.74	\$7,003.48
6	3,930	\$22.03	\$86,563.00	\$7,213.58
7	3,930	\$22.69	\$89,159.88	\$7,429.99
<u>Renewal Term</u>				
Lease Year	Square Feet	Rate PSF	Annual Rent	Monthly Installment
8	3,930	\$21.38	\$84,041.74	\$7,003.48
9	3,930	\$22.03	\$86,563.00	\$7,213.58
10	3,930	\$22.69	\$89,159.88	\$7,429.99
11	3,930	\$23.37	\$91,834.68	\$7,652.89
12	3,930	\$24.07	\$94,589.72	\$7,882.48
13	3,930	\$24.79	\$97,427.41	\$8,118.95

EXHIBIT C

Landlord's Work

Scope	
Architectural Design + Test Fit + Permitting Svcs	
Dust protection / Cleanup / PPE / Common area floor protection	
Demolition + Salvage Doors for re-use	
New Doors / HW	
Breakroom cabinets	
Millwork - reception area and breakroom (laminated)	
Framing and Drywall	
Acoustical Ceilings - Includes R19 insulation above	
Flooring/Wall Base	
Carpet demo and disposal	
Paint imperfection spotting and repair	
Painting - walls, doors, jambs	
Add new HVAC flex lines for new room	
Plumbing + Waste Pump	
Fridge Water Supply	
Electrical	
Dedicated data to suite - includes small rack/24 pt switch	

EXHIBIT D
Tenant's Floor Plan

