

**Lee County Board Of County Commissioners  
Agenda Item Summary**

Blue Sheet No. 20070662

1. **ACTION REQUESTED/PURPOSE:** Approve termination of Lease, First Amendment to Lease and Second Amendment to Lease, effective April 30, 2007, for Richard Martin Fuller, Esquire who occupies Suite 501 in the Justice Center Annex located at 2000 Main Street, Ft. Myers, Florida.
2. **FUNDING SOURCE:** Funding is not required
3. **WHAT ACTION ACCOMPLISHES:** Allows tenant to terminate Lease, First Amendment to Lease and Second Amendment to Lease, per Section 22.15 of the Second Amendment to Lease.
4. **MANAGEMENT RECOMMENDATION:** Approve

5. Departmental Category: **C2C**

6. Meeting Date: 5/8/07

7. Agenda:

- Consent
- Administrative
- Appeals
- Public
- Walk-On

8. Requirement/Purpose: (specify)

- Statute
- Ordinance
- Admin. Code AC-4-1
- Other

9. Request Initiated:

Commissioner \_\_\_\_\_  
 Department Const. & Design  
 Division Facilities Mgmt.  
 By: Richard Beck

10. Background:

When Lee County purchased the building located at 2000 Main Street, Ft. Myers, FL, Richard Martin Fuller, Esquire was a tenant. His lease was acquired during the acquisition of the property. The original lease was to terminate on December 31, 2005, however, a First Amendment to Lease extended that term to December 31, 2006. Prior to that termination date, a Second Amendment to Lease was approved to extend the term to December 31, 2007 and it included an Early Termination Clause with thirty (30) days notice to the County. Mr. Fuller has complied with the thirty day notice and wishes to terminate as of April 30, 2007.

Attachments: Copy of Original Lease

Copy of First Amendment to Lease

Copy of Second Amendment to Lease

Copy of Termination Letter from Richard Martin Fuller, Esquire

11. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
<i>James</i> 4-23-07	N/A	N/A		<i>Melof</i> 4-25-07	Analyst DEH 4/25/07	Risk 4/25/07	Grants 4/16/07	Mgr. 4-23-07	<i>James</i> 4-23-07

12. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY  
 COUNTY ADMIN: *DT*  
 4/24/07  
 2:05pm  
 COUNTY ADMIN  
 FORWARDED TO: *PO*  
 4/25/07  
 2:46pm

Rec. by CoAtty  
 Date: *4/24/07*  
 Time: *1:20 pm*  
 Forwarded to:  
**CAD 1:40pm**

LAW OFFICES OF

**Richard Martin Fuller**

Practice Also In Michigan

LEE COUNTY JUSTICE CENTER ANNEX  
2000 MAIN STREET, SUITE 510  
FORT MYERS, FL 33901  
**(239) 334-2700**

March 15, 2007

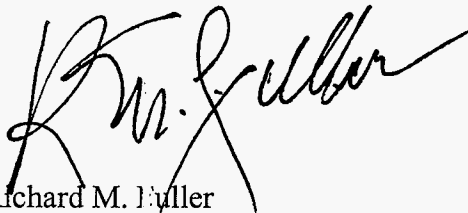
Lee County  
Division of Facilities Management

To Whom It May Concern:

I will be retiring from the practice of law very likely at the end of April. In complying with your lease and notifying you more than thirty days in advance that the lease will terminate at or about that time.

Any questions don't hesitate to call.

Sincerely,

A handwritten signature in black ink, appearing to read "R.M. Fuller", written in a cursive style.

Richard M. Fuller

LEASE AGREEMENT

between

FOUNTAIN SQUARE ASSOCIATES,  
a Florida general partnership

and

RICHARD MARTIN FULLER, ESQ.

Dated: DECEMBER 10, 2002

Suite: 205

SunTrust Plaza  
Address: 2000 Main Street  
Ft. Myers, Florida 33901

SUMMARY OF LEASE

THIS DOCUMENT IS MERELY A SUMMARY AND ANY PROVISIONS OF THE LEASE AND OTHER AGREEMENTS BETWEEN LANDLORD AND TENANT SHALL PREVAIL OVER CONFLICTING PROVISIONS CONTAINED HEREIN.

- (A) LANDLORD'S MAILING ADDRESS: FOUNTAIN SQUARE ASSOCIATES  
c/o Stiles Property Management Co.  
300 S.E. Second Street  
Ft. Lauderdale, FL 33301
- (B) TENANT'S NAME: Richard Martin Fuller, Esq.  
MAILING ADDRESS: 2000 Main Street, Suite 205  
Ft. Myers, Florida 33901
- (C) DEMISED PREMISES: Same as above  
RENTABLE SQUARE FOOTAGE: 555 rentable square feet
- (D) TERM: three (3) years
- (E) COMMENCEMENT DATE: January 1, 2003  
RENT COMMENCEMENT DATE: January 1, 2003  
EXPIRATION DATE: December 31, 2005
- (F) BASE RENT: \$13.50 p.s.f. (Year 1)
- (G) FIRST YEAR ESTIMATED EXPENSES: \$6.96 Per Rentable Square Foot
- (H) DAMAGE DEPOSIT: N/A
- (I) PERMITTED USE: law offices
- (J) EXHIBITS: The following exhibits attached to this Lease are hereby incorporated herein and made a part hereof.

- EXHIBIT 1 Premises  
EXHIBIT 2 Legal Description  
EXHIBIT 3 Site Plan  
EXHIBIT 4 Estoppel Certificate  
EXHIBIT 5 Rules and Regulations  
EXHIBIT 6 Signage

Please make all checks payable to: FOUNTAIN SQUARE ASSOCIATES  
c/o Stiles Property Management  
Accounting Department  
300 S.E. Second Street  
Fort Lauderdale, Florida 33301

PLEASE INCLUDE FOUNTAIN SQUARE ASSOCIATES AS AN ADDITIONAL INSURED ON ALL INSURANCE POLICIES.

**LEASE AGREEMENT**

THIS LEASE AGREEMENT (this "Lease") is made and entered into as of this 10<sup>th</sup> day of DECEMBER, 2002 by and between FOUNTAIN SQUARE ASSOCIATES, a Florida General Partnership ("Landlord") and Richard Martin Fuller, Esq., personally (referred to herein as "Tenant").

**WITNESSETH:**

THAT LANDLORD, in consideration of the rents and agreements hereafter promised and agreed by Tenant to be paid and performed, does hereby lease to the Tenant, and Tenant does hereby lease from Landlord the real property described herein, subject to the following terms and conditions.

**ARTICLE I**

**DESCRIPTION OF PROPERTY**

**Section 1.1 Description of Property.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the following space: Suite 205, containing approximately 555 rentable square feet (the "Premises") approximately as shown on Exhibit "1" attached hereto, in the building known as SUNTRUST PLAZA located at 2000 Main Street, Fort Myers, Florida 33901 (the "Building"), as described in Exhibit "2" and depicted on the site plan attached hereto as Exhibit "3", together with the right to use in common with other tenants of the Building, their invitees, customers and employees, the lobby areas, stairways, elevators, hallways, lavatories and all other common facilities contained in the Building and parking areas. All of the land and real property underlying the Building or adjacent thereto, with all improvements thereto including the Building, and used in connection with the operation of the Building shall be referred to herein as the "Property".

**Section 1.2 Term.** Tenant shall have and hold the Premises for a term of three (3) years (hereinafter referred to as the "Term" or "Lease Term"), commencing on January 1, 2003 (the "Commencement Date") and expiring on December 31, 2005 (the "Expiration Date"). Tenant agrees to execute prior to occupancy, an Estoppel Certificate in the form attached hereto as Exhibit "4" certifying said dates. Tenant's failure or refusal to execute said Estoppel Certificate shall constitute a default hereunder.

**Section 1.3 Option to Terminate.** Notwithstanding anything to the contrary contained herein, Tenant shall have a one-time option to terminate this Lease (the "Termination Option") at the end of the second year of the Lease Term (i.e. on December 31, 2004) (the "Termination Date") in accordance with the following terms and conditions:

- a. If Tenant desires to exercise the Termination Option, Tenant shall give Landlord irrevocable written notice (the "Termination Notice") of Tenant's exercise of the Termination Option, which shall be delivered via overnight courier service, hand delivery or certified mail to the address set forth in Section 21.1 below, which Termination Notice must be received by Landlord not later than the date that is one 120 days prior to the Termination Date.
- b. Tenant's obligation to pay Base Rent and Additional Rent and any other costs or charges under this Lease, and to perform all other Lease obligations for the period up to and including the Termination Date, shall survive the termination of this Lease.
- c. If Tenant fails to deliver possession of the Premises on or before the Termination Date in accordance with the terms hereof, Tenant shall be deemed to be a holdover tenant from and after the Termination Date, and in such event, Tenant shall be liable to Landlord for holdover rent in accordance with this Lease and shall also be liable to Landlord for all costs and expenses incurred by Landlord in securing possession of the Premises. Landlord may accept any such sums from Tenant without prejudice to Landlord's right to evict Tenant from the Premises by any lawful means.

**Section 1.4 Special Termination Right.** In the event of death or "total disability" (hereinafter defined) of Tenant, and if, as a result of such death or total disability, Tenant "discontinues the operation of its business," then Tenant shall have the option (the "Special Termination Option") to terminate this Lease, subject to and in accordance with the following terms and conditions:

- (1) **Tenant Must Give Notice.** If Tenant elects to exercise the Special Termination Option, Tenant, or its authorized representative, shall give Landlord written notice ("Tenant Notice") of such election not later than thirty (30) days after the date on which Tenant discontinues the operation of its business;
- (2) **Tenant Sets a Termination Date.** Tenant must vacate the Premises and deliver possession thereof to Landlord on or before the date (the "Termination Date") set forth in Tenant's Notice (or, if such date falls on any day other than the last day of a month, the Termination Date shall be the last day of the month during which such date falls), which Termination Date shall not be less than one hundred and twenty (120) days after the date that Landlord receives Tenant's Notice;

If Tenant properly and timely exercises the Special Termination Option, this Lease shall be terminated effective as of the Termination Date, and all Base Rent, Additional Rent and other charges payable under this Lease shall be paid through and apportioned as of the Termination Date. Neither Landlord nor Tenant shall have any rights, estates, liabilities, or obligations accruing under this Lease after the Termination Date, except such rights and obligations which, by the provisions of this Lease, expressly survive the expiration or termination of the Term of this Lease. The Special Termination Option shall automatically terminate and become null and void upon the earliest to occur of (1) the termination of Tenant's right to possession of the Premises; (2) the assignment of this Lease by Tenant, in whole or in part; (3) the sublease by Tenant of all or any part of the Premises; or (4) the failure of Tenant to timely or properly exercise the Special Termination Option. For purposes of this provision, the term "permanent disability" shall mean the physical or mental inability of Tenant to perform his or her normal business functions as a result of an illness or injury which inability is reasonably anticipated to continue throughout the remainder of the Term. Permanent disability must be proven by Tenant, or its authorized representative, to the reasonable satisfaction of Landlord, by delivery to Landlord of affidavits from at least one licensed independent medical doctor practicing in the area of specialty which enables such doctor to properly diagnose the condition causing the permanent disability. Death must be proven by verification to Landlord's reasonable satisfaction. Tenant shall be deemed to "discontinue the operation of its business" only if it completely ceases operations and does not continue operations in a reorganized firm or through any of its affiliates.

## ARTICLE II

### RENT

**Section 2.1 Base Rent; Late Charge; Sales Tax.** Commencing on the Commencement Date (hereinafter Tenant agrees to pay Landlord base rent for the first year of the Lease Term in the amount of \$13.50 times the rentable square footage of the Premises as set forth in Section 1.1 above ("Base Rent"), payable in twelve (12) equal monthly installments due on or before the first day of each and every month. In addition to the Base Rent, Tenant shall during the entire Lease Term, be responsible for the payment of Additional Rent (defined below) as provided in Article III (the Base Rent and Additional Rent shall sometimes be collectively referred to as the "Rent"). Simultaneously with the execution of this Lease, Tenant shall pay Rent and sales tax thereon for the first month due under this Lease. In the event any monthly Rent payment is not paid within five (5) days after it is due, Tenant agrees to pay a late charge of ten (10%) percent of the amount of the payment due. Tenant further agrees that the late charge imposed is fair and reasonable, complies with all laws, regulations and statutes, and constitutes an agreement between Landlord and Tenant as to the estimated compensation for costs and administrative expenses incurred by Landlord due to the late payment of Rent to Landlord by Tenant. Tenant further agrees that the late charge assessed pursuant to this Lease is not interest, and the late charge assessed does not constitute a lender or borrower/creditor relationship between Landlord and Tenant, and may be treated by Landlord as Additional Rent owed by Tenant. Tenant shall pay to Landlord all sales or use taxes pertaining to the Rent (currently 6%) which shall be remitted by Landlord to the Florida Department of Revenue.

**Section 2.2. Base Rent Adjustment.** Commencing on the first anniversary of the Commencement Date (provided such anniversary date falls on the first day of the month, otherwise on the first day of the following month) and each and every anniversary thereafter, the Base Rent shall increase by three (3%) percent over the

previous year's Base Rent.

**Section 2.3. Payment Without Notice or Demand.** The Rent called for in this Lease shall be paid to Landlord without notice or demand, and without counterclaim, offset, deduction, abatement, suspension, deferment, diminution or reduction. Tenant hereby waives all rights now or hereafter conferred, by statute or otherwise, to quit, terminate or surrender this Lease or the Premises or any part thereof, or to any abatement, suspensions, deferment, diminution or reduction of the Rent on account of any such circumstances or occurrence.

**Section 2.4. Place of Payment.** All payments of Rent shall be made and paid by Tenant to Landlord, c/o Stiles Property Management, 300 S.E. Second Street, Ft. Lauderdale, Florida, 33301, or at such other place as Landlord may, from time to time, designate in writing as such Rent shall become due. All Rent shall be payable in current legal tender of the United States, as the same is then by law constituted, and any rent check issued by Tenant shall contain a reference of the mailing address of the Premises. Any extension, indulgence, or waiver granted, or permitted by Landlord in the time, manner or mode of payment of Rent, upon any occasion, shall not be construed as a continuing extension of waiver and shall not preclude Landlord from demanding strict compliance herewith.

### ARTICLE III

#### ADDITIONAL RENT

**Section 3.1 Additional Rent.** Commencing on the Rent Commencement Date set forth above, in addition to the Base Rent, Tenant shall pay as Additional Rent its proportionate share ("Tenant's Proportionate Share") of the Operating Costs (as herein defined) of the Building and the Property. Additional Rent shall be paid to Landlord in accordance with the following provisions:

1. Landlord shall furnish to Tenant prior to thirty (30) days after the beginning of each calendar year, including the first calendar year, a budget setting forth Landlord's estimate of Operating Costs for the up coming calendar year. The budget shall be determined as though the Building were occupied at the actual occupancy rate or at an occupancy rate of ninety five (95%) percent, whichever is higher. Tenant shall pay to Landlord, on the first day of each month as Additional Rent, an amount equal to one-twelfth (1/12th) of Tenant's Proportionate Share of Landlord's estimate of the Operating Costs for that calendar year. If there shall be any increase or decrease in the Operating Costs for any year, whether during or after such year, Landlord shall furnish to Tenant a revised budget and the Operating Costs shall be adjusted and paid or refunded, as the case may be. If a calendar year ends after the expiration or termination of this Lease, the Additional Rent payable hereunder shall be prorated to correspond to that portion of the year occurring within the Term of this Lease.

Notwithstanding the foregoing, in the event the total square footage of the Building is not ninety-five (95%) percent occupied during any calendar year, appropriate adjustments shall be made to determine both the estimated and actual Operating Expenses as though the same had been ninety five (95%) percent occupied for the full calendar year

2. Within 120 days after the end of each calendar year, Landlord shall furnish to Tenant an operating statement showing the actual Operating Costs incurred for the preceding year. Tenant shall either receive a refund or be assessed an additional sum based on the difference between Tenant's Proportionate Share of actual Operating Costs and the payments made by Tenant during the proceeding calendar year. Any sum owed by Tenant to Landlord or Landlord to Tenant shall be paid within 10 days of receipt of assessment. Each operating statement given by Landlord shall be conclusive and binding upon Tenant unless within 30 days after the receipt thereof, Tenant shall notify Landlord that it disputes the accuracy of said operating statement. Failure of Landlord to submit the written statement referred to herein shall not waive any rights of Landlord, unless such statement is not submitted within one year from the end of the prior calendar year.

**Section 3.2. Operating Costs:** Landlord's "Operating Costs" shall mean expenses incurred by Landlord in operating and maintaining the Building and the Property, except for those expenses directly attributable to one tenant or where a tenant is separately metered due to a special use, and shall include the following:

- (a) management fees, wages and salaries of all persons engaged in the maintenance



and operation of the Building and Property and the cost of space occupied by such persons;

(b) social security taxes and all other taxes (real or personal) which may be levied against Landlord;

(c) medical and general benefits for all Building employees, pension payments and other fringe benefits;

(d) administrative expenses and charges;

(e) all insurance premiums;

(f) stand-by sprinkler charges, water charges and sewer charges;

(g) electricity and fuel used in the lighting and all other operations of the common areas of the Building;

(h) trash removal;

(i) painting of all common areas of the Building and Property;

(j) window cleaning, janitorial services, and related equipment and supplies;

(k) maintenance and repair of the Building and Property;

(l) maintenance and service contracts;

(m) tools, equipment and supplies necessary for the performance of repairs and maintenance (which are not required to be capitalized for federal income tax purposes);

(n) maintenance and repair of all mechanical and electrical equipment in the Building;

(o) maintenance and repair of restrooms and other common areas of the Building;

(p) maintenance and repair of pavement, curbs, walkways, lighting facilities, landscaping, driveways, parking areas and drainage areas upon the Property;

(q) real estate taxes assessed against the Building and the Property. The term "real estate taxes" shall mean any tax or assessment levied, assessed or imposed at any time by any governmental authority upon or against the Building or the Property, or any part thereof, any tax or assessment levied, or any franchise, income, profit or other tax or governmental imposition levied, assessed or imposed against or upon the Landlord in substitution in whole or in part for any tax or assessment against or upon the Building or the Property or any part thereof;

(r) assessments for public improvements imposed against the Building or the Property;

(s) all other costs and expenses which would be considered a customary and reasonable as an expense of maintaining, managing, operating or repairing the Building and the Property;

(t) all amounts collected and held by Landlord with respect to reserve accounts for those items which Landlord has designated, which shall include painting,



refurbishing, re-carpeting, redecorating or landscaping any portion of the Building and the Property and/or common and public areas of the Building exclusive of any work done in any tenant's space, and including (i) roof maintenance; (ii) repainting of the Building and, (iii) maintenance of the parking lot.

**Section 3.3. Interim Operating Expenses.** During the period from the Commencement Date of this Lease until December 31, 2003, Tenant shall pay, as interim Operating Costs, \$6.96 per rentable square foot per year, payable monthly as Additional Rent, which is merely an estimate of the actual Interim Operating Costs for such period. Not later than 120 days after the end of the calendar year, Landlord shall compute the actual Operating Costs incurred during such period. Tenant shall either receive a refund or be assessed an additional sum based upon the difference between Tenant's Proportionate Share of actual Operating Costs and the payments of Interim Operating Costs made by Tenant during such period. Any additional sum owed by Tenant to Landlord shall be paid within ten (10) days of receipt of assessment. Any additional sum owed by Landlord to Tenant shall be paid credited toward Tenant's next month's rental payment.

**Section 3.4. Tenant's Proportionate Share.** "Tenant's Proportionate Share" shall, at any given time, be defined as that fraction having as a numerator the total rentable square footage leased hereunder at said time, and having as a denominator the total rentable square footage of the Building.

#### ARTICLE IV

#### SECURITY DEPOSIT

**Section 4. Security Deposit.** N/A

#### ARTICLE V

#### USE OF PREMISES

**Section 5. Use of Premises.** Tenant shall use the Premises for law offices and for no other purpose without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld. In no event shall the Premises be used for offices in connection with court reporting, and in no event shall the Premises be used as a bank. Tenant will not use or permit the use of the Premises or any portion thereof for any unlawful purpose, or which would be a nuisance or annoyance or cause damage to Landlord or Landlord's other tenants, or which would invalidate any policies of insurance or increase the premiums thereof, now or hereafter written, on the Building and/or the Premises.

## ARTICLE VI

### PREPARATION OF THE PREMISES

#### Section 6.1. Leasehold Improvements.

- a. Landlord agrees to perform the following Tenant Improvements to the Premises:
  1. Relocate light and HVAC grill;
  2. Repair ceiling
  3. Provide door and hardware for door
  4. Provide demising wall for new office per plan and bid of \$2,500 from agreed to General Contractor. Tenant, simultaneously with the execution of this Lease, agrees to contribute \$1,250.00 toward the cost of the foregoing Tenant Improvements. New walls will be installed, taped, and prepared for Tenant's completion of trim and paint as noted below.
- b. Tenant agrees to perform the following at Tenant's sole cost and expense:
  1. Install Tenant's telephone, data cabling, other wiring. Note, Tenant, and Tenant's contractor and supplier(s) must be approved by Landlord, including approval of supplies and materials.
  2. Tenant agrees to pay \$1,250 towards the \$2,500 cost of Tenant's new proposed office as noted above.
  3. Tenant (and not Landlord), at Tenant's sole cost and expense, shall repaint the Premises and install trim including base, chair rail, crown molding, etc.

**Section 6.2. Acceptance of Premises.** Tenant acknowledges that Landlord has not made any representations or warranties with respect to the condition of the Premises, and neither Landlord nor any assignee of Landlord shall be liable for any latent or patent defect therein, although Landlord agrees that it shall be responsible for correcting any such defect. The taking of possession of the Premises by Tenant shall be conclusive evidence that the Premises were in good and satisfactory condition at the time such possession was taken, except for the minor or insubstantial details of which Tenant gives Landlord notice, at the time Landlord delivers possession of the Premises to Tenant, specifying such details with reasonable particularity.

## ARTICLE VII

### LANDLORD AND TENANT OBLIGATIONS

**Section 7.1. Tenant's Obligations.** Tenant shall be responsible for the cost of all repairs, the need for which arises out of: (a) the performance or existence of Tenant's Work or alterations; (b) the installation, use or operation of Tenant's property in the Premises; (c) the moving of Tenant's property in or out of the Building; (d) the act, omission, misuse or neglect of Tenant or any of its subtenants or its employees, agents, contractors or invitees. Tenant shall also be responsible for the replacement of all scratched, damaged or broken doors and glass in and about the Premises, maintenance and replacement of wall and floor coverings in the Premises and for the repair and maintenance of all sanitary and electrical fixtures therein. All such repairs shall be performed at such times and in such a manner as shall cause the least interference with Tenant's use of the Premises, the operation of the central systems of the Building and the use of the Building by other occupants.

**Section 7.2. Landlord's Obligations.** Landlord shall be obligated to keep and maintain the common areas of the Building, and its systems and facilities serving the Premises, in good working order and shall make all repairs as and when needed, except for those repairs for which Tenant is responsible pursuant to any other provisions of this Lease. Tenant waives all claims against Landlord for damages to persons or property arising for any reason, except those arising as a result of Landlord's negligence. In addition, unless negligent, Landlord shall not be liable for any damage to Tenant's property caused by water from bursting or leaking pipes, waste water about the Property, or otherwise; or from an intentional or negligent act of any co-tenant or occupant of the Property, or other person, or by fire, hurricane or other acts of God; or by riots or vandals; or from any other cause; all such risks shall be assumed by Tenant. Landlord shall not be required to furnish any services or facilities to, or to make any repairs to or replacements or alterations of, the Premises where necessitated due to the fault of Tenant, its agents or employees, or other tenants, their agents or employees.

**Section 7.3. Services.** Landlord, at Tenant's expense, shall furnish to the Premises reasonable quantities of heat, ventilation, air condition, electricity, elevator service and water as shall be furnished to the Premises at all times during the term of this lease from 7:00 A.M. to 6:00 P.M. on weekdays, and on Saturdays from 9:00 A.M. to 1:00 P.M. On Sundays and days observed by the Federal Government or the State of Florida as legal holidays, and such other days as shall be designated by them as holidays, such service shall not be provided by the Landlord. Tenant shall pay electricity for the Premises on a monthly basis. During the first year of the Lease Term, Landlord estimates that Tenant's electricity shall be \$1.25 per rentable square foot. Tenant shall pay such estimated amount simultaneously with the Rent due hereunder during the entire Lease Term, plus applicable sales tax. Tenant's actual electric shall be reconciled in the same manner as Operating Expenses set forth in Article III above. Tenant shall have access to after-hour electrical service including HVAC via an energy-management card activated monitoring system. Tenant will be charged a rate of \$37.50 per hour. Tenant will be charged for a minimum of two (2) hours for each usage.

- (a) If Tenant's utility or service requirements increase over its requirements as of the date the term commences, Tenant shall not, without Landlord's prior written consent in each instance, connect any fixtures, appliances or equipment (other than lamps, typewriters and similar small office machines) to the Building's electric system of the Premises. Should Landlord grant such consent, all additional risers or other equipment required therefore shall be provided by Landlord and the cost thereof shall be paid by Tenant within 10 days after being billed therefor. As a condition to granting such consent, Landlord may require Tenant to agree to pay as Expenses an amount which will reflect the value to Tenant of the additional service to be furnished by Landlord, that is, the potential additional electrical energy to be made available to Tenant based upon the estimated additional capacity of such additional risers or other equipment. If Landlord and Tenant cannot agree thereon, such amount shall be determined by a reputable, independent electrical engineer, to be selected by Landlord and paid equally by both parties. When the amount of such increase is so determined, the parties shall execute an agreement supplementary hereto to reflect such increase.
- (b) Tenant shall not place a load upon any floor of the Premises which exceed the load per square foot which such floor was designed to carry or which is allowed by law. Business machines and mechanical equipment belonging to Tenant which cause noise or vibration that may be transmitted to the structure of the Building or to the Premises to such a degree as to be objectionable to Landlord shall, at the Tenant's expense, be placed and maintained by Tenant in settings of cord, rubber, or spring-type vibration eliminators sufficient to eliminate such noise or vibration.
- (c) Landlord shall cause the Premises, including the exterior and interior of the windows thereof, to be cleaned in a manner standard to the Building. Tenant shall pay to Landlord on demand, the cost incurred by Landlord for: (a) extra cleaning work in the Premises required because of (i) misuse or neglect on the part of Tenant or subtenants or its employees or visitors; (ii) the use of portions of the Premises for special purposes requiring greater or more difficult cleaning work than normal office areas; (iii) interior glass partitions or unusual quantity of interior glass surfaces, and (iv) non-building standard materials or finishes installed by Tenant or at its request; (b) removal from the Premises and the Building of any refuse and rubbish to Tenant in excess of that ordinarily accumulated in business office occupancy or at times other than Landlord's standard cleaning times; and (c) the use of the Premises by Tenant other than during normal business hours on business days.
- (d) Landlord reserves the right, without any liability to Tenant and without affecting Tenant's covenants and obligations hereunder, to stop service of the heating, air conditioning, electric, sanitary, or other Building systems serving the Premises, or to stop any other services required by Landlord under this Lease, whenever and for so long as may be necessary, by reason of accidents, emergencies, strikes, or the

making of repairs or changes which Landlord is required by this Lease or by law to make or in good faith deems necessary, by reason of difficulty in securing proper supplies of fuel, steam, water, electricity, labor, or supplies, or by reason of any other cause beyond Landlord's reasonable control.

(e) Tenant shall be solely liable for telephone expenses relating to the Premises.

**Section 7.4. Tenant Electric.** Tenant shall be solely responsible for its proportionate share of electricity serving the Premises which shall be determined by dividing Tenant's rentable square footage leased hereunder by the total rentable square footage on Tenant's floor; provided, however, that appropriate adjustments shall be made in determining the cost of Tenant's electricity which is directly affected by the level of occupancy of the floor as though one hundred percent (100%) of the total rentable square footage of the floor had been occupied. During the first year of the Lease Term, Landlord estimates that Tenant's electricity shall be \$1.25 per square foot. Tenant shall pay such estimated amount simultaneously with the Rent due hereunder during the entire Lease Term, plus applicable sales tax. Tenant's actual electric shall be reconciled in the same manner as Operating Expenses set forth in Article III above.

## ARTICLE VIII

### LANDLORD'S AND TENANT'S PROPERTY

**Section 8.1. Landlord's Property.** All fixtures, equipment, improvements, and appurtenances attached to or built into the Premises at the commencement of or during the Term of this Lease, whether or not by or at the expense of Tenant, shall be and remain a part of the Premises, and shall be deemed the property of Landlord and shall not be removed by Tenant except as set forth herein. Further, any carpeting in the Premises on the Commencement Date, shall not be removed by Tenant.

**Section 8.2. Tenant's Property.** All moveable partitions, business and trade fixture, machinery and equipment, communications equipment, and office equipment, whether or not attached to or built into the Premises, which are installed in the Premises by or for the account of Tenant without expense to Landlord and which can be removed without structural damage to the Building, and all furniture, furnishings and other articles of moveable personal property owned by Tenant and located in the Premises (hereinafter collectively referred to as "Tenant's Property") shall be and shall remain the property of Tenant and may be removed by Tenant at any time during the Term of this Lease. In the event Tenant's Property is so removed, Tenant shall repair or pay the cost of repairing any damage to the Premises or to the Building resulting from the installation and/or removal thereof, and restore the Premises to the same physical condition and layout as they existed at the time Tenant was given possession of the Premises, reasonable wear and tear excepted. Any equipment or other property for which Landlord shall have granted any allowance or credit to Tenant shall not be deemed to have been installed by or for the account of Tenant without expense to Landlord, shall not be considered Tenant's Property and shall be deemed the property of Landlord.

**Section 8.3. Removal of Tenant's Property.** At or before the expiration date of this Lease, or the date of any earlier termination hereof, Tenant, at its expense, shall remove from the Premises all of Tenant's Property (except such items thereof as Landlord shall have expressly permitted to remain, which property shall become the property of Landlord), and Tenant shall repair any damage caused by such removal and restore the Premises to the same condition that existed at the time Tenant was given possession of the Premises, reasonable wear and tear excepted. Any other items of Tenant's Property which remain in the Premises after the expiration date of this Lease, or after a period of 5 days following an earlier termination date, may, at the option of Landlord, be deemed to have been abandoned, and in such case, such items may be retained by Landlord. Furthermore, Landlord may request Tenant to remove any alterations made by Tenant pursuant to Article X hereof, and to pay to Landlord the cost of repairing any damage to the Premises or the Building resulting from such removal, and the cost of restoring the Premises to the same physical condition and layout as they existed at the time Tenant was given possession of the Premises, reasonable wear and tear excepted.



## ARTICLE IX

### INSURANCE

#### Section 9.1. Tenant's Insurance.

(a) Tenant shall, during the Term of this Lease, maintain Commercial General Liability insurance against public liability, including that from personal injury or property damage in or about the Premises resulting from the occupation, use or operation of the Premises, insuring Tenant, in amounts of not less than One Million (\$1,000,000.00) Dollars Combined Single Limit for both bodily injury and property damage.

(b) All policies of insurance provided for in this Section 9 shall be issued in a form acceptable to Landlord by insurance companies with general policyholder's rating of "A" as rated in the most currently available "Best's Insurance Reports", and qualified to do business in Florida. Each and every such policy:

1. shall be issued in the name of Tenant and shall include Landlord and any other parties in interest designated in writing by notice from Landlord to Tenant as additional insureds;
2. shall be for the mutual and joint benefit and protection of Landlord and Tenant and any such other parties in interest included as additional insureds;
3. shall (or a certificate thereof shall) be delivered to Landlord (and any such other parties in interest) at least 10 days before delivery of possession of the Premises to Tenant and thereafter, at least 30 days prior to the expiration of each policy. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained in like manner and to like extent;
4. shall contain a provision that the insurer will give to Landlord and such other parties in interest at least 30 days notice in writing in advance of any cancellation, termination or lapse, or the effective date of any reduction in the amount of insurance;
5. shall be written as a primary policy which does not contribute to and is not in excess of coverage which Landlord may carry; and
6. shall contain a provision that Landlord and any such other parties in interest, although named as an additional insured, shall nevertheless be entitled to recover under said policies for any loss occasioned to it, its servants, agents and employees, by reason of the negligence of Tenant.

(c) Any insurance provided for in this Section 9.1 may be maintained by means of a policy or policies of blanket insurance; provided, however, that: (i) Landlord and any other parties in interest from time to time designated by Landlord to Tenant shall be named as an additional insured thereunder, as interests may appear; (ii) the coverage afforded Landlord and any such other parties in interest will not be reduced or diminished by reason of the use of such blanket policy of insurance; and (iii) the requirements set forth in this Article are otherwise satisfied.

(d) These insurance requirements are subject to modification in the event any mortgagee of Landlord requires different insurance. In such event, the reasonable requirements of such mortgagee shall control.

**Section 9.2. Destruction of Premises.** If, during the Term hereof, the Premises are damaged by reason of fire or other casualty, Tenant shall give immediate notice thereof to Landlord. Landlord shall promptly repair or rebuild the same at Landlord's expense unless such change was caused by Tenant, its agent, invitees, or employees, so as to make the Premises at least equal in value to those existing immediately prior to such occurrence and as nearly similar to it in character as shall be practicable and reasonable. If the Premises shall be so damaged by fire or otherwise that the cost of restoration shall exceed Fifty Percent (50%) of the replacement value thereof immediately prior to such damage, Landlord may, within thirty (30) days of receiving Tenant's notice of such

damage, give notice to Tenant of its election not to rebuild and to terminate this Lease, whereupon this Lease shall cease and come to an end, as of the date specified in said notice to Tenant, and the Rent shall abate as of the date of such early termination. In such event, the entire insurance proceeds shall be and remain the outright property of Landlord, and Tenant shall receive from Tenant's insurance carrier, proceeds from damage/destruction of Tenant's personal contents within the Premises.

## ARTICLE X

### ALTERATIONS AND MECHANIC'S LIENS

**Section 10.1. Alterations by Tenant.** No alterations to the Premises shall be made by Tenant unless the following conditions are met:

- (a) Tenant shall provide a sealed set of plans prepared and certified by an architect to Landlord, and Tenant shall have received the prior written consent of Landlord;
- (b) all such alterations or improvements shall be performed by Landlord at Tenant's expense, or by a licensed contractor approved by Landlord;
- (c) Tenant shall have procured all permits, licenses and other authorizations required for the lawful and proper undertaking thereof, and immediately upon completion of any such alterations, Tenant shall obtain a proper Certificate of Occupancy and deliver same to Landlord;
- (d) all alterations when completed shall be of such a nature as not to (i) reduce or otherwise adversely affect the value of the Premises; (ii) diminish the general utility or change the general character thereof; (iii) result in an increase of the Operating Expenses, or (iv) adversely affect the mechanical, electrical, plumbing, security or other such systems of the Building or the Premises;
- (e) all alterations made by Tenant shall remain on and be surrendered with the Premises on expiration or termination of this Lease, except that Landlord can elect, within thirty (30) days before expiration or termination of the Lease, to require Tenant to remove any and all alterations Tenant has made to the Premises.
- (f) Tenant shall be liable for any increase in the Building insurance costs caused, in whole or part, by any alterations made by Tenant to the Premises.

**Section 10.2. Mechanic's, Materialmen's and Laborer's Liens.** Tenant agrees that it will make full and prompt payment of all sums necessary to pay for the cost of repairs, alterations, improvements, changes or other work done by Tenant in or about the Premises, and further agrees to indemnify and hold Landlord harmless from and against any and all costs and liabilities incurred by Tenant, and against any and all mechanic's, materialmen's or laborer's liens arising out of or from such work or the cost thereof which may be asserted, claimed or charged against the Premises or the Building or site upon which it is located. Notwithstanding anything to the contrary contained in this Lease, the interest of Landlord in the Premises shall not be subject to liens for improvements made by or for Tenant, whether or not the same shall be made or done in accordance with any agreement between Landlord and Tenant, and it is specifically understood and agreed that in no event shall Landlord or the interest of Landlord in the Premises be liable for or subjected to any mechanic's, materialmen's, or laborer's liens for improvements made by Tenant or for which Tenant is responsible for payment under the terms hereof. Tenant shall disclose the terms hereof to all persons dealing with Tenant, who shall thereby be placed upon notice of this provision. In the event any claim of lien shall be asserted of record against the interest of Landlord in the Premises, the Building or the site upon which it is located on account of or growing out of any improvement, or work done by or for Tenant, or any person claiming by, through or under Tenant, for improvements or work the cost of which is the responsibility of Tenant, such claim of lien shall be void ab initio, and Tenant agrees to have such claim of lien cancelled and discharged of record (either by payment or bond as permitted by law) within ten (10) days after the filing thereof, and in the event Tenant shall fail to do so, Tenant shall be considered in default under this Lease. Tenant's failure to comply with all terms and conditions of this paragraph shall constitute a material default under this Lease, entitling Landlord to all remedies provided for herein, or at law or in equity, by statute or otherwise.

## ARTICLE XI

### ASSIGNMENT AND SUBLETTING

#### Section 11.1. Tenant's Transfer.

(a) Tenant shall not, whether voluntarily, involuntarily, by operation of law or otherwise: (1) assign, sublet, or otherwise transfer this Lease or the Term and estate hereby granted, or offer or advertise to do so; or (2) mortgage, encumber, or otherwise hypothecate this Lease or the Premises or any part thereof in any manner whatsoever, without in each instance obtaining the prior written consent of Landlord, which consent shall not be unreasonably withheld.

(b) Landlord may consent to the sublease of all or any part of the Premises provided Tenant enters into a sublease containing the same terms and conditions contained herein (exclusive of Rent), and Landlord shall receive the entire amount of any higher Rent paid by a subtenant.

(c) Any assignment agreed to by Landlord shall be evidenced by a validly executed assignment and assumption of lease. Any attempted transfer, assignment, subletting, mortgaging or encumbering of this Lease in violation of this Section 11.1 shall be void and confer no rights upon any third person. Such attempt shall constitute a material breach of this Lease and entitle Landlord to the remedies provided for default, including termination hereof.

(d) Tenant shall always, and notwithstanding any such assignment or subleasing remain liable for the payment of Rent hereunder and for the performance of all of the agreements, conditions, covenants and terms herein contained, on the part of the Tenant herein to be kept, observed, or performed, its liability to always be that of principal and not of surety, nor shall the giving of such consent to an assignment or sublease, be deemed a complete performance of the said covenants contained in this Article so as to permit any subsequent assignment or subleasing without the like written consent.

(e) Notwithstanding the foregoing, where Tenant desires to assign or sublease, the Landlord shall have the right, but not the obligation, to cancel and terminate the Lease and deal with Tenant's prospective assignees or subtenant directly without any obligation to Tenant.

(f) Notwithstanding anything to the contrary contained in this Article or in this Lease, Tenant may not under any circumstances assign this Lease or sublet the Premises or any part thereof until as least ninety (90%) percent of the rentable space in the Building has been leased by Landlord.

**Section 11.2. Tenant's Liability.** Notwithstanding any assignment or sublease, and notwithstanding the acceptance of Rent by Landlord from any such assignee or sublessee, Tenant shall remain liable for the payment of uncollected Rent hereunder and for the performance of all of the agreements, conditions, covenants and terms herein contained.

**Section 11.3. Landlord's Transfer.** Landlord shall at all times have the right to sell, mortgage, or otherwise encumber or dispose of Landlord's interest in the Property, the Building, Premises, and this Lease.

## ARTICLE XII

### OBLIGATIONS

**Section 12.1. Obligations of Tenant.** Tenant shall, during the Term of this Lease, at its sole cost and expense, comply with all valid laws, ordinances, regulations, orders and requirements of any governmental authority which may now or hereafter be applicable to the Premises or to its use, whether or not the same shall interfere with the use of or occupancy of the Premises arising from: (a) Tenant's use of the Premises; (b) the manner or conduct of Tenant's business or operation of any causes or condition created by or at the instance of Tenant; or (c) breach of any of Tenant's obligations hereunder, whether or not such compliance requires work which is structural or non-structural, ordinary or extraordinary, foreseen or unforeseen; and Tenant shall pay all of the costs, expenses, fines penalties and damages which may be imposed upon Landlord by reason or arising out of



Tenant's failure to fully and promptly comply with and observe the provisions of this Section 12.1. Tenant shall give prompt notice to Landlord of any notice it receives of the violation of any law or requirement of any public authority with respect to the Premises or the use or occupation thereof.

**Section 12.2. Rules and Regulations.** Tenant shall also comply with all rules and regulations now existing (See Exhibit 5) or as may be subsequently promulgated by Landlord to all tenants of the Building. Tenant shall also comply with the Declaration, and the rules and regulations now or hereafter imposed by the Association. Copies of such documents are available for inspection at Landlord's office.

### ARTICLE XIII

#### LANDLORD'S RIGHT TO PERFORM TENANT'S COVENANTS

**Section 13.1. Payment or Performance.** Landlord shall have the right, upon 10 days written notice to (or without notice in case of emergency or in order to avoid any fine, penalty, or cost which may otherwise be imposed or incurred), following the expiration of any applicable cure period, to make any payment or perform any act required of Tenant under this Lease and in exercising such right, to incur necessary and incidental cost and expenses, including reasonable attorney's fees. Nothing herein shall imply any obligation on the part of Landlord to make any payment or perform any act required of Tenant, and the exercise by Landlord of its right to do so shall not constitute a release of any obligation or a waiver of any default by Tenant.

**Section 13.2. Reimbursement.** All payments made and all costs and expenses incurred in connection with the exercise of the rights set forth above shall be reimbursed by Tenant within 10 days after receipt of a bill setting forth the amounts so expended, together with interest at the annual rate of 18% from the respective dates of the making of such payments or the incurring of such costs and expenses. Any payments, costs and expenses made or incurred by Landlord may be treated as Additional Rent owed by Tenant.

### ARTICLE XIV

#### SUBORDINATION AND ATTORNMENT

**Section 14.1. Subordination.** This Lease, and all rights of Tenant hereunder, are and shall be subject and subordinate to any mortgage or other encumbrance, whether now of record or recorded after the date of this Lease, affecting the Premises, the Building or the Property. Notwithstanding that such subordination is self-operative without any further act of Tenant, Tenant shall, from time to time, within ten (10) days of request from Landlord, execute and deliver any documents or instruments that may be required by a Superior Mortgagee (defined below) to confirm such subordination. Any mortgage to which this Lease is subject and subordinate is hereinafter referred to as a "Superior Mortgage", and the holder of a Superior Mortgage is hereinafter referred to as a "Superior Mortgagee".

**Section 14.2. Attornment.** If any Superior Mortgagee shall succeed to the rights of Landlord hereunder, whether through possession or foreclosure action or delivery of a new lease or deed, then, at the request of such party (hereinafter referred to as "Successor Landlord"), Tenant shall attorn to and recognize each Successor Landlord as Tenant's Landlord under this Lease and shall promptly execute and deliver any instrument such Successor Landlord may reasonably request to evidence such attornment. Upon such attornment, this Lease shall continue in full force and effect as a direct Lease between Successor Landlord and Tenant upon all terms, conditions, and covenants as set forth in this Lease except that the Successor Landlord shall not: (a) be liable for any previous act or omission of Landlord under this Lease; (b) be subject to any offset, not expressly provided for in this Lease; or (c) be bound by any previous modification of this Lease or by any previous prepayment, unless such modification or prepayment shall have been previously approved in writing by such Successor Landlord, if such previous approval was required. Further, upon such attornment, Landlord shall be automatically released from any further obligation or liability hereunder.

**Section 14.3. Notice to Landlord and Superior Mortgagee.** If any act or omission of Landlord would give Tenant the right, immediately or after the lapse of a period of time, to cancel this Lease or to claim a partial or total eviction, Tenant shall not exercise such right: (a) until it has given written notice of such act or omission to

Landlord and any Superior Mortgagee whose name and address shall previously have been furnished to Tenant; and (b) until a reasonable period of time for remedying such act or omission shall have elapsed following the giving of such notice and following the time when such Superior Mortgagee shall have become entitled under such Superior Mortgage to remedy the same.

## ARTICLE XV

### NON-LIABILITY AND INDEMNIFICATION

**Section 15.1. Non-liability of Landlord.** Neither Landlord nor any beneficiary, agent, servant, or employee of Landlord, nor any Superior Mortgagee, shall be liable to Tenant for any loss, injury, or damage, to Tenant or to any other person, or to its or their property unless caused by or resulting from the negligence of Landlord, its agents, servants or employees in the operation or maintenance of the Premises or the Building, subject to the doctrine of comparative negligence in the event of contributory negligence on the part of Tenant or any of its subtenants or licensees or its or their employees, agents or contractors. Further, neither Landlord, nor any Superior Mortgagee, nor any partner, director, officer, agent, servant, or employee of Landlord, shall be liable: (a) for any such damage caused by other tenants or persons in, upon or about the Building, or caused by operations in construction of any private, public or quasi-public work; or (b) even if negligent, for consequential damages arising out of any loss of or use of the Premises or any equipment or facilities therein by Tenant or any person claiming through or under Tenant.

**Section 15.2. Indemnification by Tenant.** Tenant shall indemnify and hold Landlord and all Superior Mortgagees and its and their respective partners, directors, officers, agents, employees, and beneficiaries harmless from and against any all claims from or in connection with: (a) Tenant's conduct or management of the Premises or any business therein, or any work or thing whatsoever done (other than by Landlord), or any condition created (other than by Landlord) in or about the Premises during the Term of this Lease or during the period of time, if any, prior to the Commencement Date that Tenant may have been given access to the Premises; (b) any act, omission or negligence of Tenant or any of its subtenants or licensees or its or their partners, directors, officers, agents, employees or contractors; (c) any accident, injury or damage whatsoever (unless caused solely by Landlord's negligence) occurring in, at or upon the Premises; and (d) any breach or default by Tenant in the full and prompt payment and performance of Tenant's obligations under this Lease; together with all costs, expenses and liabilities incurred in connection with each such claim or action or proceeding brought against Landlord, including, without limitation, all reasonable attorney's fees and expenses. In case any action or proceeding be brought against Landlord and/or any Superior Mortgagee and/or employees by reason of any such claim, Tenant, upon notice from Landlord or such Superior Mortgagee, shall resist and defend such action or proceeding (by counsel reasonably satisfactory to Landlord or such Superior Mortgagee).

**Section 15.3. Independent Obligations; Force Majeure.** The obligations of Tenant hereunder shall not be affected, impaired or excused, nor shall Landlord have any liability whatsoever to Tenant, because: (a) Landlord is unable to fulfill, or is delayed in fulfilling any of its obligations under this Lease by reason of strike, other labor trouble, governmental pre-emption of priorities or other controls in connection with a national or other public emergency or shortages of fuel, supplies, labor or materials, Acts of God or any other similar cause, beyond Landlord's reasonable control; or (b) of any failure or defect in the supply, quantity or character of electricity or water furnished to the Premises, by reason of any requirement, act or omission of the public utility or others serving the Building with electric energy or water, or for any other similar reason beyond Landlord's reasonable control. Tenant shall not hold Landlord liable for any latent defect in the Premises or the Building (although Landlord shall be responsible for correcting any such defect), nor shall Landlord be liable for injury or damage to person or property caused by fire, theft, heating or air-conditioning or lighting apparatus, or from falling plaster, or from electricity, water, rain, or dampness, which may leak or flow from any part of the Building, or from the pipes, appliances or plumbing work thereof.

## ARTICLE XVI

### DEFAULT

**Section 16.1. Events of Default.** Tenant shall be in default of this Lease upon the occurrence of any one or more of the following events:

(a) the failure by Tenant to make any payment of Rent, or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of ten (10) days after written notice thereof by Tenant from Landlord;

(b) the failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease where such failure shall continue for a period of thirty (30) days after receipt of written notice thereof by Tenant from Landlord; provided; however, that if the nature of Tenant's default is such that more than thirty (30) days may be reasonably required for such cure, then Tenant shall not be deemed to be in default if Tenant shall commence such cure within such thirty (30) day period and shall thereafter diligently prosecute such cure to completion;

(c) (i) the making of any general arrangement or any assignment by Tenant for the benefit of creditors;

(ii) the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or a petition of reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, such petition is dismissed within thirty (30) days from the filing thereof);

(iii) the appointment of a trustee or receiver to take possession of, or the attachment, execution or other judicial seizure of, substantially all of Tenant's assets;

Upon the occurrence of any of the foregoing events of default, Landlord may, at its option, by written notice to Tenant, designate a date not less than five (5) days from the giving of such notice, upon which this Lease, and any and all rights of Tenant hereunder, shall terminate.

**Section 16.2. Surrender of Premises.** Upon any such termination of this Lease, Tenant shall surrender the Premises to Landlord, and Landlord, at any time after such termination, may without further notice, re-enter and repossess the Premises without being liable to any prosecution or damages therefore.

**Section 16.3. Reletting.** At any time or from time to time after any such termination of this Lease, Landlord may relet the Premises or any part thereof, in the name of Landlord or otherwise, for such term or terms and on such conditions as Landlord, in its discretion, may determine, and may collect and receive the Rents therefore. Landlord shall in no way be responsible or liable for any failure to relet the Premises or any part thereof or for any failure to collect any Rent due upon any such reletting.

**Section 16.4. Survival of Obligations.** No termination of this Lease, pursuant to this Article XVI, shall relieve Tenant of its liability and obligations under this Lease, and such liability and obligations shall survive any such termination.

**Section 16.5. Holdover.** Should Tenant hold over and remain in possession of the Premises at the expiration of any Term hereby created, Tenant shall, by virtue of this Section, become a Tenant by the month at twice the Base Rent per month of the last monthly installment of Base Rent above provided to be paid, which said monthly tenancy shall be subject to all the conditions and covenants of this Lease as though the same had been a monthly tenancy instead of a tenancy as provided herein. Tenant shall give to Landlord at least 30 days written notice of any intention to vacate the Premises, and shall be entitled to 10 days notice of any intention of Landlord to remove Tenant from the Premises in the event Landlord desires possession of the Premises; provided, however, that said Tenant by the month shall not be entitled to said ten (10) days notice in the event the Rent is not paid in advance without demand, the usual 10 days written notice being hereby expressly waived.

## ARTICLE XVII

### DAMAGES/REMEDIES

**Section 17.1. Landlord's Damages.** In the event this Lease is terminated under the provisions of this Lease or any provisions of law by reason of default hereunder on the part of Tenant, Tenant shall pay to Landlord,

as damages, at the election of Landlord, either:

(a) The present value of the entire amount of the Rent which would become due and payable during the remainder of the Term of this Lease, in which event Tenant agrees to pay the same at once, together with all Rents theretofore due, at Landlord's address as provided herein; provided, however, that such payment shall not constitute a penalty or forfeiture or liquidated damages, but shall merely constitute payment in advance of the Rent for the remainder of the Term. Such present value shall be determined utilizing generally accepted standard present value tables available at the time of Landlord's election. The acceptance of such payment by Landlord shall not constitute a waiver of any failure of Tenant thereafter occurring to comply with any term, provision, condition or covenant of this Lease. If Landlord elects the remedy given in this paragraph 17.1(a), then same shall be Landlord's sole remedy for such default; or

(b) Sums equal to the Rent which would have been payable by Tenant had this Lease not been so terminated or had Landlord not so reentered the Premises, payable upon the due dates therefor specified herein following such termination or such re-entry through the date contemplated as the expiration date if this Lease had not so terminated or if Landlord had not so re-entered the Premises.

If Landlord, at its option, shall relet the Premises during said period, Landlord shall credit Tenant with the net rents received by Landlord from such reletting, such net rents to be determined by first deducting from the gross rents, as and when received by Landlord, the expenses incurred or paid by Landlord in terminating this Lease and in securing possession thereof, as well as the expenses of preparation of the Premises for new tenants, brokers' commissions, attorneys' fees and all other similar expenses. It is hereby understood that any such reletting may be for a period shorter or longer than the remaining Term of this Lease, but in no event shall Tenant be entitled to receive any excess of such net rents over the sum payable by Tenant to Landlord hereunder, nor shall Tenant be entitled to a credit of any net rents from a reletting, except to the extent that such rents are actually received by Landlord.

**Section 17.2. Remedies.** Legal actions for the recovery of such damages, or any installments thereof, may be brought by Landlord from time to time at its election, and nothing contained herein shall be deemed to require Landlord to postpone suit until the date when the Term of this Lease would have expired, nor limit or preclude recovery by Landlord against Tenant of any sums or damages which, in addition to the damages particularly provided above, Landlord may lawfully be entitled to by reason of any default hereunder on the part of Tenant. All remedies hereinabove given to Landlord, and all rights and remedies provided at law or in equity, shall be cumulative and concurrent.

## ARTICLE XVIII

### EMINENT DOMAIN

**Section 18. Condemnation.** In the event title to all or part of the Building shall be condemned or taken, and if in the opinion of Landlord, (i) the Building can only be restored in such a way as to materially alter the Demised Premises, or (ii) it is economically unfeasible to restore the part of the Building so taken, Landlord may terminate this Lease and the Term and estate hereby granted by notifying Tenant of such termination within 60 days following the date of vesting of such title in the condemning authority, and the Term and estate hereby granted shall expire on the date specified in the notice of termination (but not less than 60 after the giving of such notice) as fully and completely as if such date were the date hereinabove set forth for the expiration of the Term of this Lease. Landlord reserves unto itself, and Tenant assigns to Landlord, all right to damages accruing on account of any taking or condemnation of any part of the Building or Property, or by reason of any act of any public or quasi-public authority for which damages are payable under their applicable law. Tenant agrees to execute such instrument or assignments as may be desired or required by Landlord to exercise its rights hereunder and to join with Landlord in any petition for the recovery of damages, if requested by Landlord.

## ARTICLE XIX

### LANDLORD'S RIGHT OF ACCESS

**Section 19. Inspection.** Landlord may enter the Premises at reasonable hours and upon reasonable notice,

except in the case of an emergency, (i) to exhibit same to prospective purchasers or tenants; (ii) to inspect the Premises to see that Tenant is complying with all of its obligations hereunder; and (iii) to make repairs required of Landlord under the terms hereof or to enable Landlord to make repairs to any adjoining space.

## ARTICLE XX

### SIGNS AND OBSTRUCTIONS

**Section 20.1. Signage.** Tenant shall not place or suffer to be placed or maintained upon any exterior door, roof, wall or window of the Premises, any sign, awning, canopy, or advertising matter or other thing of any kind, and will not place or maintain any freestanding standard thereto, without first obtaining Landlord's express prior written consent. Landlord agrees to grant approval on any sign located within the Premises or entry to the Premises on glass or panel which is in conformity with the sign exhibit attached hereto as Exhibit 6. No exterior sign visible from the exterior of the Building shall be permitted. Tenant further agrees to maintain such sign, lettering, or other thing as may be approved by Landlord in good condition and repair at all times and to remove the same at the end of the term of this Lease as and if requested by Landlord. Upon removal thereof, Tenant agrees to repair any damage to the Premises caused by such installation and/or the removal. Notwithstanding the foregoing, Tenant may install, at its sole cost and expense, signage on the glass entry doors to the Premises, subject to Landlord's approval of the specifications and method of installation. Additionally, Landlord shall install Tenant's name on the directory sign in the lobby of the Building.

**Section 20.2. Obstructions.** Tenant shall not obstruct the sidewalks, parking lots, or other public partitions of the Building or the Property in any manner whatsoever.

## ARTICLE XXI

### NOTICES

**Section 21.1 Notices.** Any notice or other information required or authorized by this Lease to be given by either party to the other may be given by hand or sent (by first class pre-paid mail, telex, cable, facsimile transmission or comparable means of communication) to the other party at the address stated below. Any notice or other information given by mail pursuant to this Section which is not returned to the sender as undelivered shall be deemed to have been given on the fifth (5th) day after the envelope containing any such notice or information was properly addressed, pre-paid, registered and mailed. The fact that the envelope has not been so returned to the sender shall be sufficient evidence that such notice or information has been duly given. Any notice or other information sent by telex, cable, facsimile transmission or comparable means of communication shall be deemed to have been duly sent on the date of transmission, provided that a confirming copy thereof is sent by first class pre-paid mail to the other party, at the address stated below, within twenty-four (24) hours after transmission.

As to Landlord: FOUNTAIN SQUARE ASSOCIATES  
c/o Stiles Property Management Co.  
300 S.E. Second Street  
Fort Lauderdale, Florida 33301  
And  
Stiles Property Management  
2000 Main Street  
Ft. Myers, Florida 33901

As to Tenant: Richard Martin Fuller, Esq.  
Huntington Plaza, Suite 205  
2000 Main Street  
Fort Myers, Florida 33901

## ARTICLE XXII

### MISCELLANEOUS



**Section 22.1. Substitute Premises.** At any time during the Term of this Lease, Landlord shall have the right to request in writing that Tenant move to Substitute Premises situated within the Building. The Substitute Premises shall contain the same appropriate square footage, decorations and improvements as the Premises. Except for the change in designation of Premises, all provisions of this Lease shall remain the same. Landlord shall pay the cost of locating Tenant in the Substitute Premises. Tenant shall have thirty (30) days from the date of Landlord's request to accept the Substitute Premises. If Tenant refuses to accept the Substitute Premises, fails to reply to Landlord's request within the time stated, or no such substitute premises is available, either party may at its option terminate this Lease upon 30 days written notice to the other party.

**Section 22.2. Parking.** There shall be available at the Building two (2) parking spaces for the non-exclusive use of Tenant, one (1) of which shall be covered.

**Section 22.3. Estoppel Certificates.** (a) Each party agrees, at any time and from time to time, as requested by the other party, to execute and deliver to the other a statement certifying (i) that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same are in full force and effect as modified and stating the modifications); (ii) the date to which the Rent has been paid; (iii) whether or not the other party is in default in the performance of any of its obligations under this Lease, and, if so, specifying each such default; and (iv) whether or not, any event has occurred which, with the giving of notice or passage of time, or both, would constitute a default, and, if so, specifying each such event. Any such statement delivered pursuant hereto shall be deemed a representation and warranty to be relied upon by the party requesting the certificate and by others with whom such party may be dealing. (b) Tenant also shall include in any such statements such other information concerning this Lease as Landlord or a Superior Mortgagee or prospective purchaser may reasonably request. It shall be a condition precedent to Landlord's obligation to deliver possession of the Premises to Tenant, that Tenant execute an estoppel certificate accepting the Premises and acknowledging the Lease. A form of the initial estoppel certificate is attached as Exhibit 4. In the event Tenant fails to comply with this Section, such failure shall constitute a material breach of the Lease. If Tenant fails to execute the initial estoppel certificate, Rent shall continue to accrue but Landlord shall be under no obligation to deliver possession of the Premises.

**Section 22.4. Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Florida. If any provision of this Lease or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Lease (and the application of that provision to other persons or circumstances) shall not be affected but rather shall be enforced to the extent permitted by law. This Lease shall be construed without regard to any presumption or other rule requiring construction against the party causing this Lease to be drafted. Each covenant, agreement, obligation, or other provision of this Lease on Tenant's part to be performed, shall be deemed and construed as a separate and independent covenant of Tenant, not dependant on any other provision of this Lease. All terms and words used in this Lease, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require.

**Section 22.5. Broker Commission.** Landlord and Tenant covenant, warrant and represent that Stiles Realty Co. (hereinafter "Broker") was instrumental in bringing about or consummating this Lease, and neither Landlord nor Tenant have had any conversations or negotiations with any broker except Broker concerning the leasing of the Premises. Both parties agree to indemnify the other against and from any claims for any brokerage commissions (except those payable to Broker), and all costs, expenses and liabilities in connection therewith, including, without limitation, reasonable attorneys' fees and expenses, for any breach of the foregoing. Landlord shall pay all brokerage commissions due Broker in accordance with a separate agreement between Landlord and Broker.

**Section 22.6. Capacity to Execute Lease.** If Tenant is other than a natural person, Tenant represents that it is legally constituted, in good standing and authorized to conduct business in the State of Florida. Tenant further represents that the person who is executing this Lease on its behalf has the full power and authority to perform such execution and deliver the Lease to Landlord, and that upon such execution and delivery, the Lease shall be valid and binding upon Tenant in accordance with its respective terms and conditions. To further evidence the foregoing, upon request by Landlord, Tenant shall deliver to Landlord an appropriate corporate or partnership resolution specifying that the signator to the Lease has been duly authorized to execute same on behalf of Tenant.

**Section 22.7. Exculpation of Landlord.** Landlord's obligations and liability to Tenant with respect to this

Lease shall be limited solely to Landlord's interest in the Property, and neither Landlord nor any officers, directors, shareholders, or partners of Landlord shall have any personal liability whatsoever with respect to this Lease.

**Section 22.8. 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.

**Section 22.9. Hazardous Substances.** Tenant shall at all times comply with all local, State and Federal laws and regulations, as well as any requirements imposed by insurance carriers, regarding chemicals, toxic materials, hazardous waste or volatile substances ("Hazardous Substances") which may be at any time in on or about the Premises. Tenant agrees to indemnify and hold harmless Landlord from any damages, claims, costs, or expenses, including attorney's fees, which may be incurred as a result of Tenant's activities with regard to the handling or storage of Hazardous Substances in or about the Premises. Tenant shall, at its own cost and expense, be solely responsible for the immediate cleanup or repairs necessitated by the use or presence of Hazardous Substances in the Premises, whether or not in conjunction with Tenant's trade or business. Upon due notice by Landlord, any governmental authority or insurance company, Tenant shall take such action as is necessary to bring the Premises in full compliance with any rule, ordinance, statute, or regulation relative to Hazardous Substances. A failure to comply with the provisions of this Section shall be deemed to be a material breach of the Lease.

**Section 22.10. Entire Agreement.** This Lease constitutes the entire understanding between the parties and shall bind the parties, their successors and assigns. No representations, except as herein expressly set forth, have been made by any party to the other, and this Lease cannot be amended modified, except by a writing, signed by both parties. The headings and captions in this Lease are inserted for convenience only and shall not be deemed part or be used in construing this Lease.

**Section 22.11. Quiet Enjoyment.** Landlord agrees that Tenant, upon paying all Rent and all other charges herein provided for, and observing and keeping the covenants, agreements, terms and conditions of this Lease and the rules and regulations of Landlord affecting the Premises on its part to be performed, shall lawfully and quietly hold, occupy and enjoy the Premises during the Term of this Lease.

**Section 22.12. Waiver of Trial by Jury.** It is mutually agreed by and between Landlord and Tenant that the respective parties hereto shall, and they hereby do, waive trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other on any matter arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant or Tenant's use or occupancy of the Premises.

**Section 22.13. Attorneys' Fees.** Tenant agrees to pay to Landlord all costs and expenses, including reasonable attorneys' fees and court costs, incurred by Landlord in enforcing any of the terms, covenants, or conditions of this Lease, or of any of its rights and remedies under Chapter 83, Florida Statutes, as may hereinafter be amended.

**Section 22.14. No Partnership or Joint Venture.** It is understood and agreed that nothing contained in this Lease shall be deemed or construed as creating a partnership or joint venture between Landlord and Tenant or between Landlord and any other party or cause either party to be responsible in any manner for the debts or obligations of the other party.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

Signed, sealed and delivered  
In the presence of:

Amanda Boyd  
Patricia M. Hallper

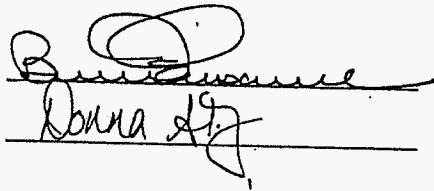
"LANDLORD"

Fountain Square Associates  
by and through its authorized agent,  
Stiles Corporation

By:

Rocco Ferrara, Vice President



  
Donna D. J.

"TENANT"

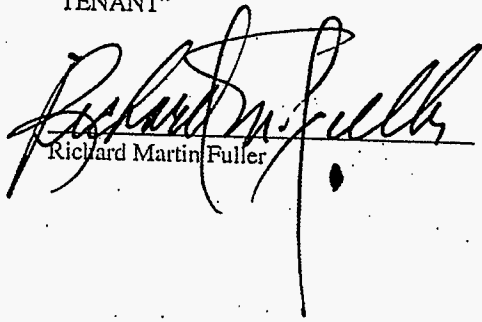
  
Richard Martin Fuller

EXHIBIT 1

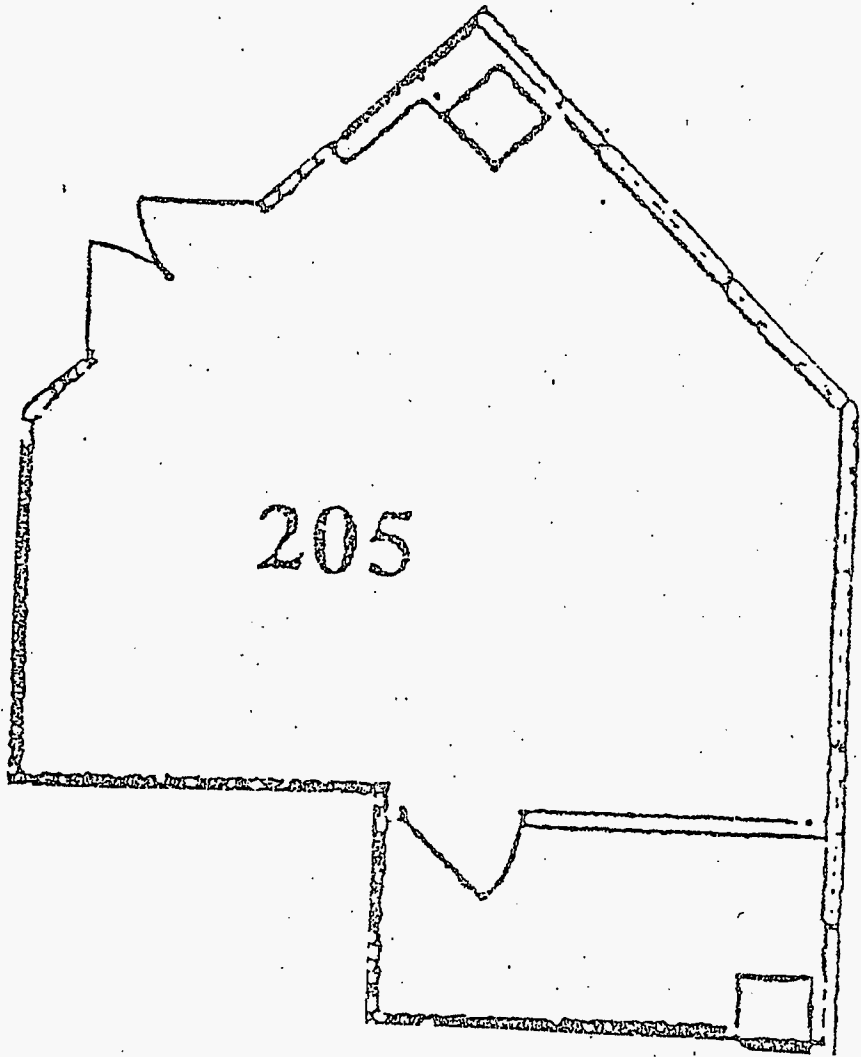


EXHIBIT 2

Legal Description

REC 927 PG 337b

DESCRIPTION

PARCEL A

A TRACT OR PARCEL OF LAND LYING IN THE WESTERLY PART OF CITY INVESTMENT CO. PLAT OF SUBDIVISION OF LOTS 1, 2 & 3 OF BLOCK 10 OF THE JAMES EVANS HOMESTEAD, AS RECORDED IN PLAT BOOK 6 AT PAGE 74 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; SAID PARCEL BEING BOUNDED ON THE SOUTH BY ANDERSON AVENUE, BOUNDED ON THE EAST BY HEITHAN STREET, AND BOUNDED ON THE NORTHWEST BY MAIN STREET; LYING IN SECTION 13, TOWNSHIP 44 SOUTH, RANGE 24 EAST, CITY OF FORT MYERS, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF SAID SECTION 13, RUN N.1°04'05"W. ALONG THE WEST LINE OF SAID SECTION 13 FOR 50.00 FEET; THENCE RUN N.09°09'40"E. ALONG THE WESTERLY PROLONGATION OF THE NORTHERLY RIGHT OF WAY LINE OF ANDERSON AVENUE FOR 76.17 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF MAIN STREET AND THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING CONTINUE N.09°09'40"E. ALONG SAID NORTHERLY RIGHT OF WAY LINE FOR 70.09 FEET TO A POINT ON A CURVE; THENCE RUN EASTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE ALONG THE ARC OF A CURVE TO THE RIGHT OF RADIUS 517.50 FEET (DELTA ANGLE OF 4°15'37" - CHORD DISTANCE OF 30.47 FEET - CHORD BEARING OF N.86°59'10"E.) FOR 30.40 FEET TO A NON-TANGENT LINE; THENCE RUN S.03°55'40"E. ALONG SAID NORTHERLY RIGHT OF WAY LINE FOR 12.14 FEET; THENCE RUN N.09°09'40"E. ALONG SAID NORTHERLY RIGHT OF WAY LINE FOR 13.14 FEET; THENCE RUN S.0°50'34"E. ALONG SAID NORTHERLY RIGHT OF WAY LINE FOR 1.59 FEET; THENCE RUN S.03°55'40"E. ALONG SAID NORTHERLY RIGHT OF WAY LINE FOR 37.07 FEET; THENCE RUN N.09°14'30"E. ALONG SAID NORTHERLY RIGHT OF WAY LINE FOR 135.72 FEET TO THE WESTERLY RIGHT OF WAY LINE OF HEITHAN STREET; THENCE RUN N.0°12'14"W. ALONG SAID WESTERLY RIGHT OF WAY LINE FOR 06.50 FEET TO A POINT OF CURVATURE; THENCE RUN NORTHERLY AND NORTHWESTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE ALONG THE ARC OF A CURVE TO THE LEFT OF RADIUS 171.40 FEET (DELTA ANGLE OF 44°43'29" - CHORD DISTANCE OF 130.42 FEET - CHORD BEARING OF N.22°33'50"W.) FOR 133.79 FEET TO A POINT OF TANGENCY; THENCE RUN N.44°55'43"W. ALONG SAID WESTERLY RIGHT OF WAY LINE FOR 69.93 FEET TO THE AFOREMENTIONED SOUTHEASTERLY RIGHT OF WAY LINE OF MAIN STREET; THENCE RUN S.45°06'00"W. ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE FOR 230.73 FEET TO A POINT ON A CURVE; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT OF RADIUS 366.50 FEET (DELTA ANGLE OF 10°06'12" - CHORD DISTANCE OF 115.32 FEET - CHORD BEARING OF S.30°46'14"W.) FOR 115.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT 3

Site Plan

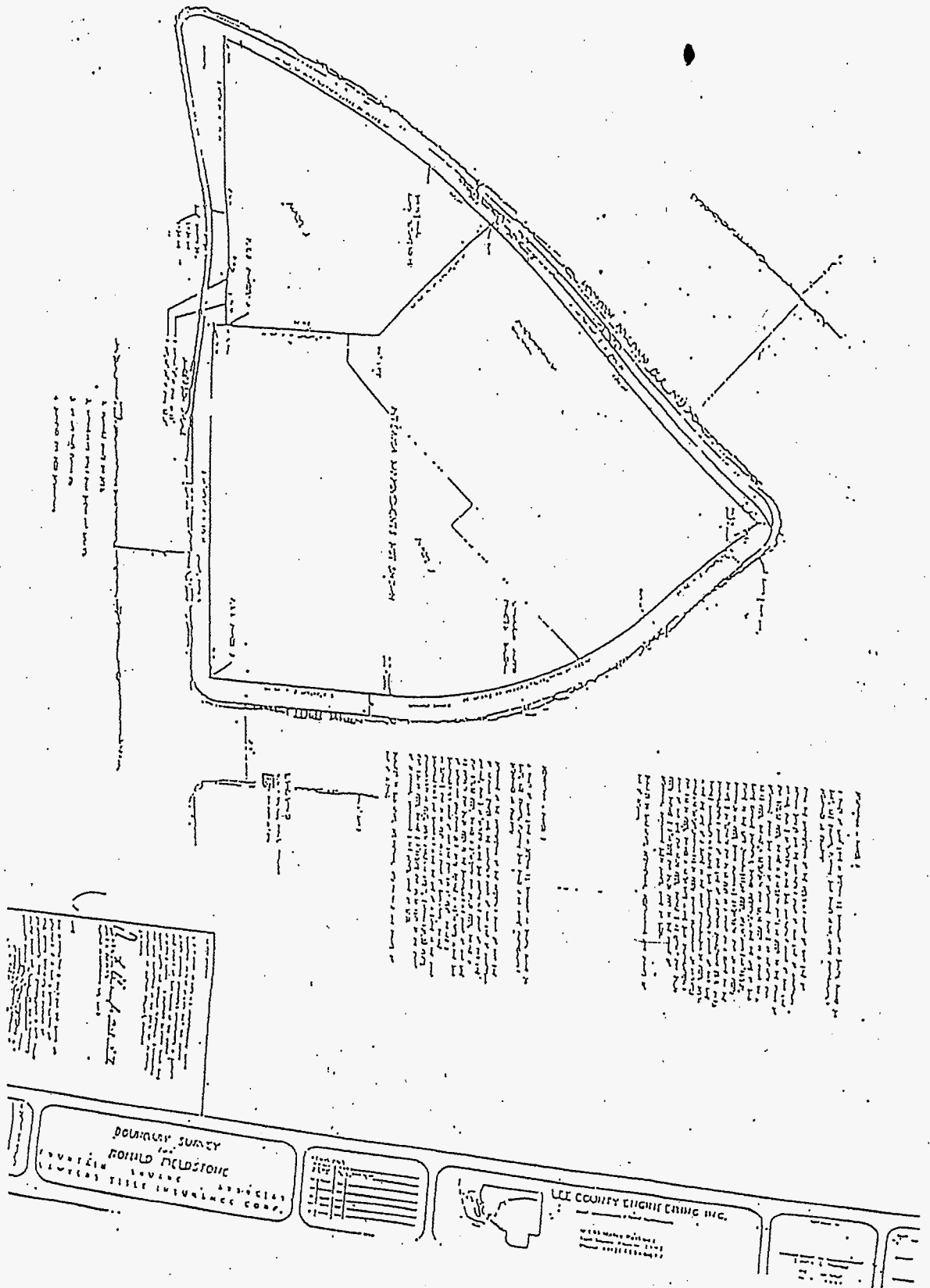


EXHIBIT 4

ESTOPPEL CERTIFICATE

RE: Premises: \_\_\_\_\_  
Suite No.: \_\_\_\_\_

LEASE DATED: \_\_\_\_\_

BETWEEN \_\_\_\_\_ (Landlord) and  
\_\_\_\_\_ (Tenant)

1. The Lease is presently in full force and effect and is unmodified except as indicated at the end of this Certificate.
2. Tenant took possession of the Premises on \_\_\_\_\_.
3. The Term of the Lease commences on \_\_\_\_\_, and expires on \_\_\_\_\_.
4. Tenant has accepted possession of the Premises and all improvements required by the terms of the Lease to be made by Landlord have been completed to the satisfaction of Tenant.
5. No Rent under the Lease has been paid more than 30 days in advance of its due date.
6. Landlord has not defaulted in its obligations under the Lease to Tenant.
7. Tenant, as of this date, has no charge, lien, cause of action, claim or right of offset against Landlord under the Lease or otherwise, against rents or other charges due or to become due under the Lease.
8. There are no oral agreements between the parties to this Lease or relating to this Lease and there have been no oral representations made by either party which are being relied upon by either party except as indicated at the end of this certificate. The purpose of this statement is to make clear that the entire agreement between the parties has been reduced to writing.
9. Tenant is leasing \_\_\_\_\_ rentable square feet in the Building.
10. The present Base Rent is \$ \_\_\_\_\_ per square foot, per year.
11. Tenant's security deposit is \$ \_\_\_\_\_ and has been paid in full and is presently held by Landlord.

BY: \_\_\_\_\_

## RULES AND REGULATIONS

The following Rules and Regulations, hereby agreed to and accepted by Tenant, are prescribed by Landlord to promote the best interests of the Tenants in the Building and the efficient and orderly administration and operation of the Building.

1. Tenant, its officers, agents, contractors and employees shall not block/obstruct any of the entries, passage doors, elevators, elevator doors, hallways or stairways of the Building, or any portion of the property or place, empty or throw any rubbish, litter, trash or material of any nature into such areas, or permit such areas to be used at any time except for ingress or egress of Tenant, its officers, agents, contractors, employees, patrons, licensees, customers, visitors or invitees.
2. The movement of furniture, equipment, machines, merchandise or materials within, into or out of the Premises, Building or parking area shall be restricted by Landlord upon request from Tenant and Tenant hereby assumes all liability and risk to property, Premises and Building in such movement. Tenant shall not move furniture, machines, equipment, merchandise, materials within, into or out of the Building or the Premises without having first obtained a written permit from Landlord twenty-four (24) hours in advance. Safes, large files, electronic data processing equipment and other heavy equipment or machines may be moved into the Premises, Building or parking areas only with Landlord's written consent and placed where consented by Landlord.
3. No sign, door plaque, advertisement or notice shall be displayed, painted or affixed by Tenant, its officers, agents, contractors, employees, patrons, licensees, customers, visitors or invitees in or on any part of the outside or inside of the Building or the Premises without the prior written consent of Landlord, and then only of such color, size, character, style and materials and in such places as shall be approved and designated by Landlord. Signs on doors and entrances to the Premises shall be placed thereon by a contractor designated by Landlord and paid for by Tenant.
4. Landlord will maintain an alphabetical directory board on ground floor lobby of the Building containing the name of Tenant and such other names or information as permitted by the Lease.
5. Landlord will not be responsible for lost or stolen property, equipment, money or any article taken from the Premises, Building or parking areas regardless of how or when the loss occurs.
6. Tenant, its officers, agents, contractors and employees shall not install or operate any refrigerating, heating or air conditioning apparatus, or carry on any mechanical operation or bring into the Premises, Building or parking areas, any flammable fluids or explosives. Notwithstanding anything noted above, Landlord shall grant Tenant use of a small free standing office refrigerator, so long as the small refrigeration unit's electrical consumption does not overload the circuit breaker. Tenant shall only plug such unit into an electrical "power strip" with a breaker. Any damage caused by Tenant's use of said refrigeration shall be repaired at Tenant's sole cost and expense.
7. Tenant, its officers, agents, servants or employees shall not use the Premises, Building or parking areas for housing, lodging or sleeping purposed or for the cooking or preparation of food without the prior written consent of Landlord.
8. Tenant, its officers, agents, servants, employees, patrons, licensees, customers, visitors or invitees shall not bring into the Building or Premises or keep on the Premises any fish, fowl, reptile, insect or animal or any bicycle or other vehicle without the prior written consent of Landlord.
9. No additional locks shall be placed on any door in the Building without the prior written consent of Landlord. Landlord will furnish two keys to each lock on doors in the Premise and Landlord upon request of Tenant, shall provide additional duplicate keys at Tenant's expense. Landlord may at all times keep a passkey to the Premises. All keys shall be returned to Landlord promptly upon termination of this Lease.
10. Tenant, its officers, agents, contractors or employees shall do no painting or decorating in the Premise, or mark, paint or cut into, drive nails or screw into or in any way deface any part of the premises or Building without the prior written consent of Landlord. If Tenant desires signal communication, alarm or other utility or service connection installed or changed, such work shall be done at expense of Tenant, with the approval and under the direction of Landlord.

Tenant shall be permitted to hang pictures, certificates, diploma's, etc., so long as Tenant uses clips and hangers approved by the Landlord to insure that wall penetrations do not interfere with any electrical and/or plumbing within the wall partitions.

11. Landlord reserves the right to close the Building at the end of Business Hours, subject, however, to Tenant's right to admittance under regulations prescribed by Landlord, and to require that persons entering the Building identify themselves and establish their right to enter or to leave the Building.

12. Tenant, its officers, agents, contractors and employees shall not permit the operation of any musical or sound producing instruments or devices which may be heard outside the Premises, Building or parking facilities, or which may emanate electrical waves which will impair radio or television broadcasting or reception from or in the Building.

13. Tenant, its officers, agents, contractors and employees shall, before leaving the Premises unattended, close and lock all doors and shut off all utilities; all expenses or damages resulting from failure to do so shall be paid by Tenant. Each Tenant before closing of the day and leaving the Premises shall see that all blinds or draperies are pulled and drawn and shall see that all doors are locked.

14. All plate and other glass now in the Premises or Building which is broken through causes attributable to Tenant, its officers, agents, contractors, employees, patrons, licensees, customers, visitors, or invitees shall be replaced by and at expense of Tenant under the direction of Landlord.

15. Tenant shall give Landlord prompt notice of all accidents to or defects in air conditioning equipment, plumbing, electric facilities or any part of appurtenance of the Premises.

16. The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant, who shall, or whose officer, employees, agents, contractors, patrons, customers, licensees, visitors or invitees shall have caused it.

17. All contractors or technicians performing work for Tenant within the Premises or Building shall be referred to Landlord for approval before performing such work. This shall apply to all work including, but not limited to, installation of telephones, telegraph equipment, electrical devices and attachments, and all installations affecting floors, walls, windows, doors, ceiling, equipment or any other physical features of the Building, the Premises or parking facilities. None of this work shall be done without Landlord's prior written approval.

18. No showcases or other articles shall be put in front or affixed to any part of the exterior of the Building, nor placed in the halls, corridors, or vestibules without the prior written consent of Landlord.

19. Glass panel doors that reflect or admit light into the passageways or into any place in the Building shall not be covered or obstructed by the Tenant and Tenant shall not permit, erect, or place drapes, furniture, fixtures, shelving, display cases or tables, lights or signs and advertising devices in front of or in proximity of interior and exterior windows, glass panels, or glass doors providing a view into the interior of the Leased Premises unless same shall have first been approved in writing by Landlord.

20. No space in the Building or parking areas shall, without the prior written consent of Landlord, be used for manufacturing, public sales, or for the storage of merchandise, or for the sale of merchandise, goods or property of any kind or auction.

21. Canvassing, soliciting and peddling in the Building or parking area is prohibited and each Tenant shall cooperate to prevent the same. In this respect, Tenant shall promptly report such activities to the Building Manager's Office.

22. There shall not be used in any space, or in the public halls of the Building, either by any Tenant or by jobbers or others, in the delivery or receipt of merchandise, any hand trucks, except those equipped with rubber tires and side guards.

23. Neither Tenant nor any officer, agent, employee, servant, patron, customer, visitor, licensee or invitee of any Tenant shall go upon the roof of the Building without the written consent of the Landlord.

24. The work of janitors or cleaning personnel shall not be hindered by Tenant after 5:00 P.M. and such work may be done at anytime thereafter. The windows, doors and fixtures may be cleaned at any time. Tenant shall provide adequate waste and rubbish receptacles, cabinets, bookcases, cases, etc., necessary to



prevent unreasonable hardships to cleaning personnel in discharging their obligation regarding cleaning service. In this regard, Tenant shall also empty all glasses, cups and other containers holding any type of liquid whatsoever.

25. In the event Tenant must dispose of crates, boxes, etc., which will not fit into office wastepaper baskets, it will be the responsibility of Tenant to dispose of same. In no event shall Tenant set such items in the public hallways or other areas of the Building or parking area, excepting Tenant's own Premises, for disposal.

26. Landlord shall have the right, exercisable without notice and without liability to Tenant, to change the name and street address of the Building of which the Premises are a part.

27. Tenant is cautioned in purchasing furniture and equipment that the size is limited to such as can be placed on the elevator and will pass through to doors of the Premises. Large pieces should be made in parts and set up in the Premises. Landlord reserves the right to refuse to allow to be placed in the Building any furniture or equipment of any description which does not comply with the above conditions.

28. Tenant shall be responsible for any damage to the Premises, including carpeting and flooring, as a result of rust or corrosion of file cabinets, roller chairs, metal objects or spills of any type of liquid.

29. Tenants employing laborers or others performing work outside of the Building shall not have such employees paid in the Building, but shall arrange to pay their salaries elsewhere.

30. If any lunchroom within the Premises becomes infested with vermin, Tenant, at its sole cost and expense, shall cause same to be exterminated from time to time, to the satisfaction of Landlord, and shall employ such exterminators therefor as shall be approved by Landlord.

31. Tenant shall not install antenna or aerial wires, or radio or television equipment, or any other type of equipment, inside or outside of the Building, without Landlord's prior approval in writing, and upon such terms and conditions as may be specified by Landlord in each and every instance.

32. Tenant shall not make or permit any use of the Premises, Building or parking area which, directly or indirectly, is forbidden by law, ordinance or governmental regulation, code or order, or which may be dangerous to life, limb or property.



**FIRST AMENDMENT TO LEASE AGREEMENT  
BETWEEN LEE COUNTY AND  
RICHARD MARTIN FULLER, ESQUIRE**

This Amendment to that certain Lease Agreement entered into by the parties, hereto, is made and entered into this 11<sup>th</sup> day of October, 2005, by and between LEE COUNTY, a political subdivision and Charter County of the State of Florida, acting by and through its Board of County Commissioners, hereinafter referred to as the "Lessor" and RICHARD MARTIN FULLER, ESQUIRE, personally (referred to herein as "Lessee").

**WITNESSETH:**

**WHEREAS**, the Lessee previously entered into a Lease Agreement on September 10, 2002 relating to approximately 555 square feet of rentable space within that certain building now known as the Justice Center Annex located at 2000 Main Street, Fort Myers, Florida; and

**WHEREAS**, the Lessor and Lessee have mutually agreed to allow Lessee to relocate to Suite 510, a space of comparable size of current space rented within premises; and

**WHEREAS**, the Lessor and Lessee have mutually agreed to extend the lease agreement until December 31, 2006; and

**WHEREAS**, the parties now desire to amend the Lease Agreement as hereinafter set forth.

C2c  
10-11-05

**NOW, THEREFORE**, in consideration of the foregoing, and of the mutual covenants and conditions hereinafter set forth, the Lessor and Lessee, intending to be legally bound, hereby agree to this First Amendment to the Lease Agreement, as follows:

1. The recitals as set forth above are hereby incorporated into the terms of the original agreement.
2. **SECTION 1.1 - Description of Property:** The following paragraph replaces Section 1.1:  
  
Lessor hereby leases to Lessee and Lessee leases from Lessor the following space: Suite 510 in the Justice Center Annex, together with the right to use all common areas and facilities contained in the building and parking areas.
3. **SECTION 16.5 – Term:** The following paragraph replaces Section 16.5:  
  
The Lease Agreement is extended for a period of one (1) year and terminates on December 31, 2006.
4. All other terms and conditions of the current Lease Agreement not amended hereby will remain in effect.

**IN WITNESS WHEREOF**, the Parties have executed this Amendment as of the day and year first written above.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

LESSEE:

RICHARD MARTIN FULLER, ESQUIRE

BY:

*Richard Martin Fuller*  
Richard Martin Fuller, Esquire

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was signed and acknowledged before me this 19<sup>th</sup> day of Sept. 2005, by Richard Fuller who produced the following as identification \_\_\_\_\_ or is personally known to me, and who did/did not take an oath.  
[stamp or seal]

*Edward Picone*  
[Signature of Notary]



Edward Picone  
MY COMMISSION # DD132138 EXPIRES  
July 16, 2006  
BONDED THRU TROY FAIR INSURANCE, INC

Edward Picone  
[Typed or Printed Name]

LESSOR:

ATTEST: CHARLIE GREEN  
CLERK OF COURTS

BY: *Max S. Perice*  
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY: *[Signature]*  
Chairman

APPROVED AS TO FORM:

BY: *[Signature]*  
Office of the County Attorney



SECOND AMENDMENT TO LEASE AGREEMENT  
BETWEEN LEE COUNTY AND  
RICHARD MARTIN FULLER, ESQUIRE

This Second Amendment to that certain Lease Agreement entered into by the parties, hereto, is made and entered into this 15<sup>th</sup> day of August, 2006, by and between LEE COUNTY, a political subdivision and Charter County of the State of Florida, acting by and through its Board of County Commissioners, hereinafter referred to as the “Lessor” and RICHARD MARTIN FULLER, ESQUIRE, personally referred to herein as “Lessee”.

**WITNESSETH:**

**WHEREAS**, the Lessee previously entered into a Lease Agreement On September 10, 2002 relating to approximately 555 square feet of rentable space within that certain building now known as the Justice Center Annex located at 2000 Main Street, Fort Myers, Florida; and

**WHEREAS**, Lessee previously entered into a First Amendment to Lease Agreement on October 11, 2005 to extend the Lease Agreement to December 31, 2006; and

**WHEREAS**, the Lessor and Lessee have mutually agreed to extend the Lease Agreement until December 31, 2007; and

C2c

8-15-06

**WHEREAS**, the parties now desire to amend the Lease Agreement and enter into this Second Amendment to Lease Agreement for Suite 510 in the Justice Center Annex as herein set forth.

**NOW, THEREFORE**, in consideration of the foregoing, and of the mutual covenants and conditions hereinafter set forth, the Lessor and Lessee, intending to be legally bound, hereby agree to this Second Amendment to the Lease Agreement, as follows:

1. The recitals as set forth above are hereby incorporated into the terms of the original agreement.

2. **SECTION 16.5 – Term:** The following paragraph replaces Section 16.5 - Term:

The Lease Agreement is extended for a period of One (1) year and terminates on December 31, 2007.

3. **SECTION 22.15 – Early Termination :** The lease is to be amended to include this section and to read as follows:

The Lessee may terminate this Lease Agreement by giving the Lessor thirty (30) days advance written notice to the Lessor. The Lessor may terminate this Lease Agreement by giving the Lessee six (6) months advanced written notice.

4. All other terms and conditions of the current Lease Agreement and First



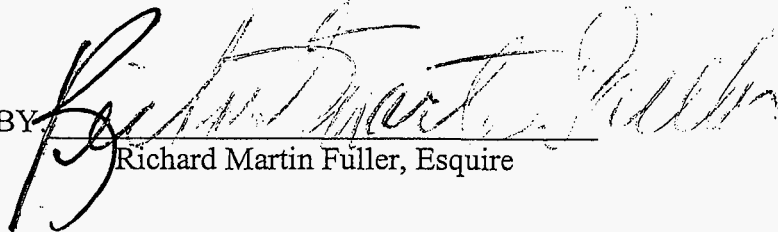
Amendment to Lease Agreement are not amended, and will hereby remain in effect.

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the Parties have executed this

Amendment as of the day and year first written above.

LESSEE: RICHARD MARTIN FULLER, ESQUIRE

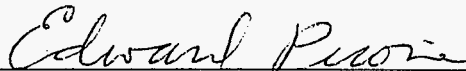
BY:   
Richard Martin Fuller, Esquire

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was signed and acknowledged before me this  
31<sup>st</sup> day of July, 2006, by Richard Fuller  
Who produced the following as identification \_\_\_\_\_  
Or who is personally known to me, and who did/did not take an oath.



**Edward Picone**  
Commission # DD567199  
Expires July 16, 2010  
Bonded Troy Fain - Insurance, Inc. 800-385-7019

  
Signature of Notary

Edward Picone  
Typed or Printed Name

LESSOR:

BOARD OF COUNTY COMMISSIONERS

BY:   
TAMMARA HALL, CHAIRWOMAN, LEE  
COUNTY BOARD OF COUNTY  
COMMISSIONERS

ATTEST: Charlie Green  
Clerk of Courts

BY:   
DEPUTY CLERK

BY:   
APPROVED AS TO LEGAL FORM BY  
COUNTY ATTORNEY'S OFFICE

(Second Amendment to Lease for Richard M. Fuller/my documents 2/je)

