

Earl Fratus

Director Honors Program



AUGUST 16, 2016
BOARD OF TRUSTEES PRESENTATION

- *He has been serving SPC as the interim director for the past year, during which time he has created a strategic plan that builds upon the strengths already in place in order to grow and sustain the program.*
- *Under his leadership, enrollment has steadily grown, and a sense of community has been restored.*
- *He helped to successfully launch and guide the SPC Model United Nations Team from its infancy to a globally, top-ranked team. He has taught Honors courses for several years. He also has several years of leadership in various initiatives at the college, many at the highest levels. His well-developed communication and writing skills, along with his ability to work well with colleagues and students, will serve him well as the new director.*
- *He earned both his master and bachelor degrees from USF, as well as currently being enrolled in their PhD program.*
- *Earl has been employed by SPC since 1998, and was enrolled here as a student before that!*
- *He lives here in Pinellas county with his wife and two children.*

St. Petersburg College

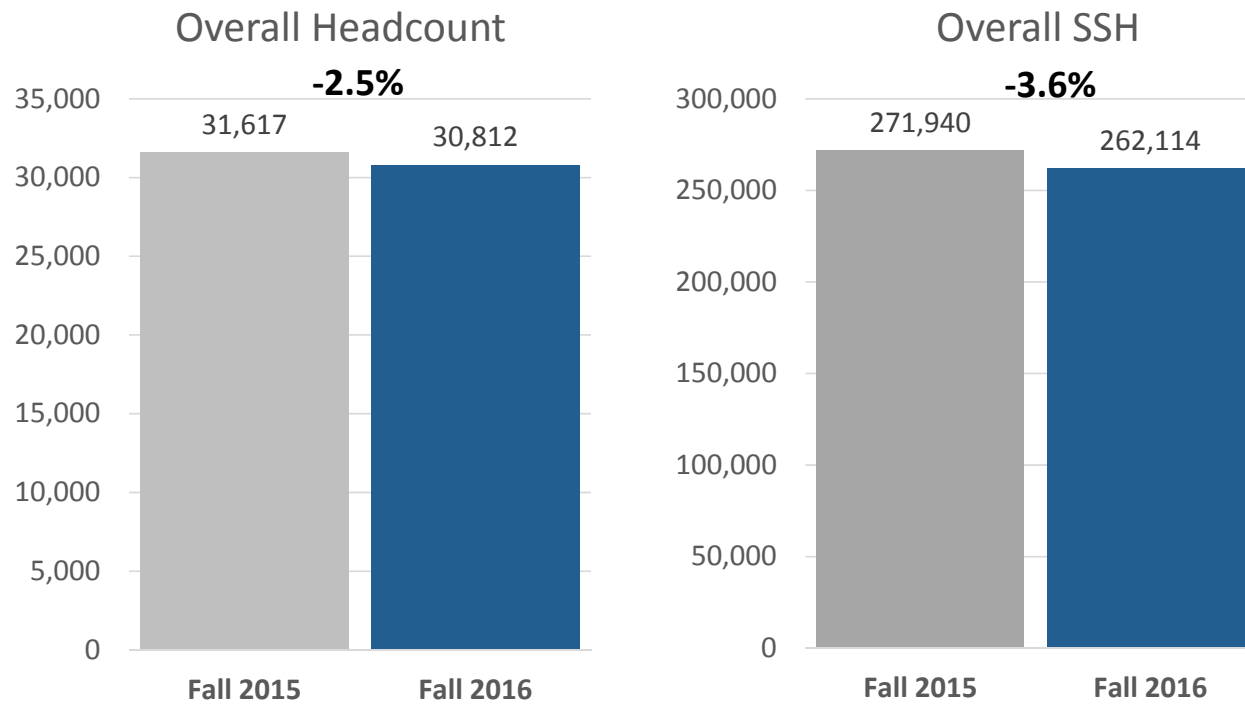
SPC

FALL 2016 WHO'S HERE

**SPC Board of Trustees Meeting
August 16, 2016**

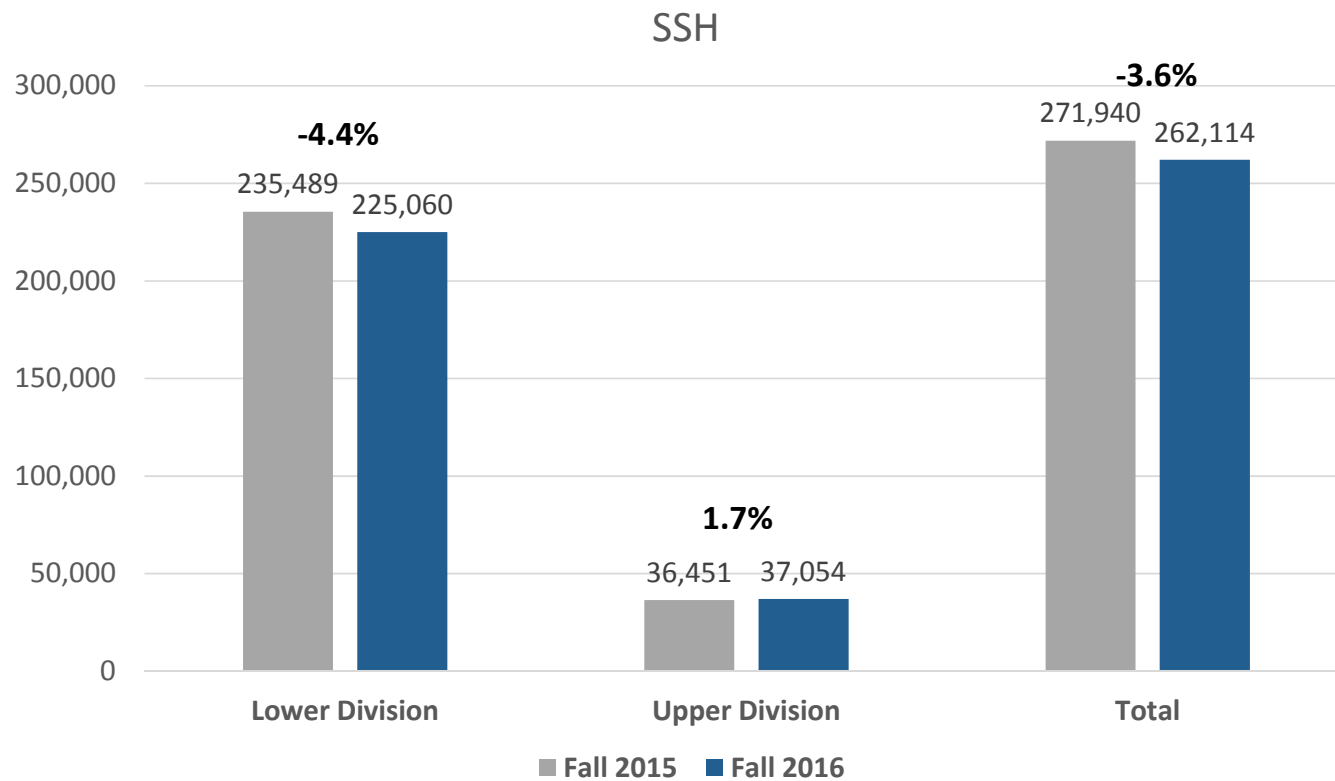


Opening Day Enrollment



Note: SSH = Student Semester Hours.

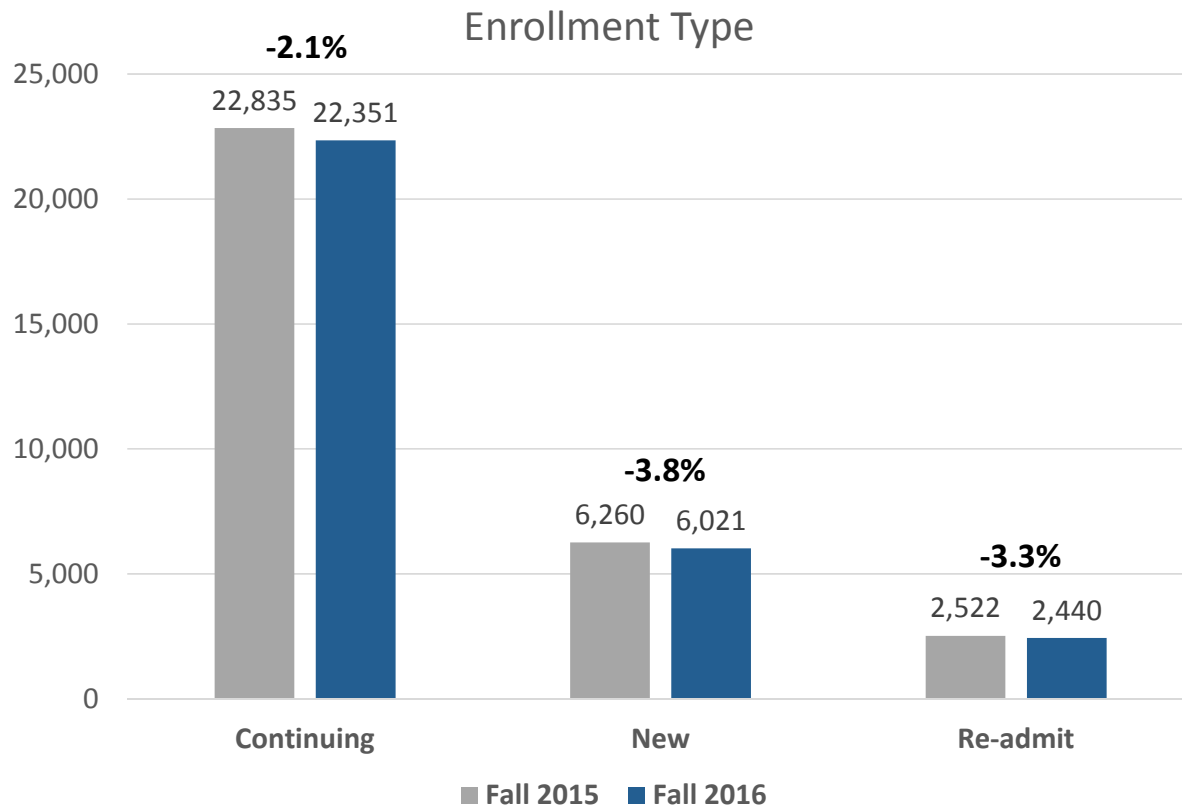
Lower & Upper Division - SSH



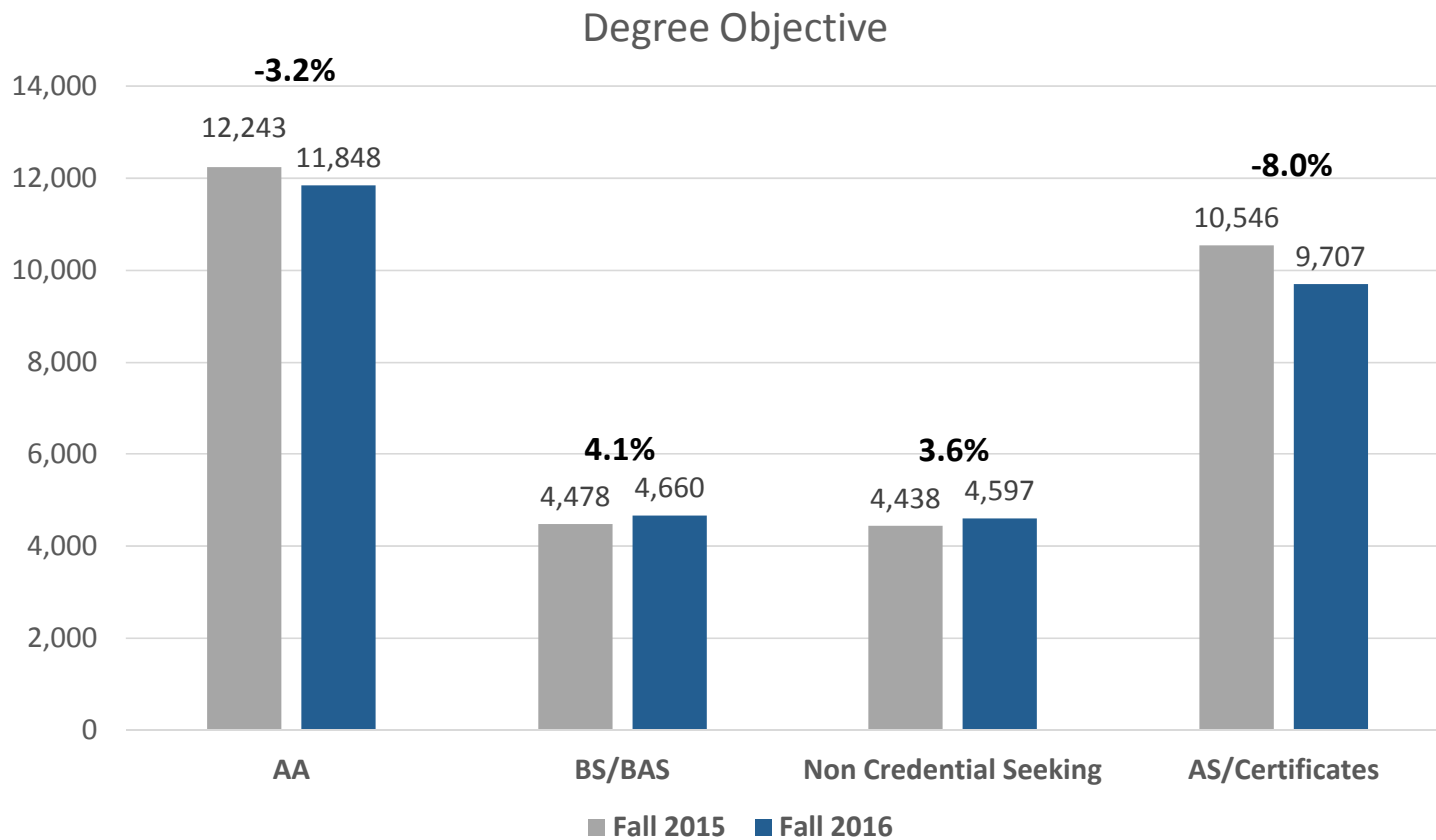
SSH – Student Semester Hours

Source: BI, Daily Enrollment Trends, Data Extracted August 14, 2016

Headcount by Enrollment Type

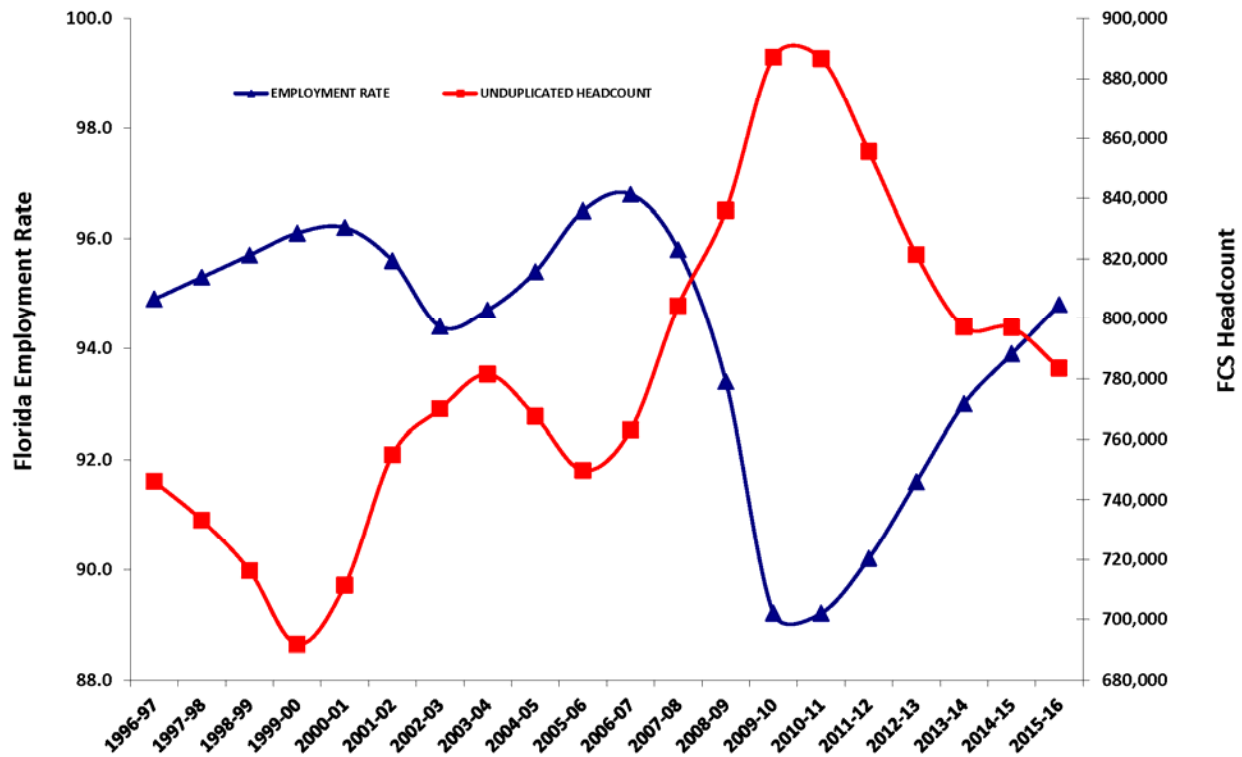


Headcount by Degree Objective

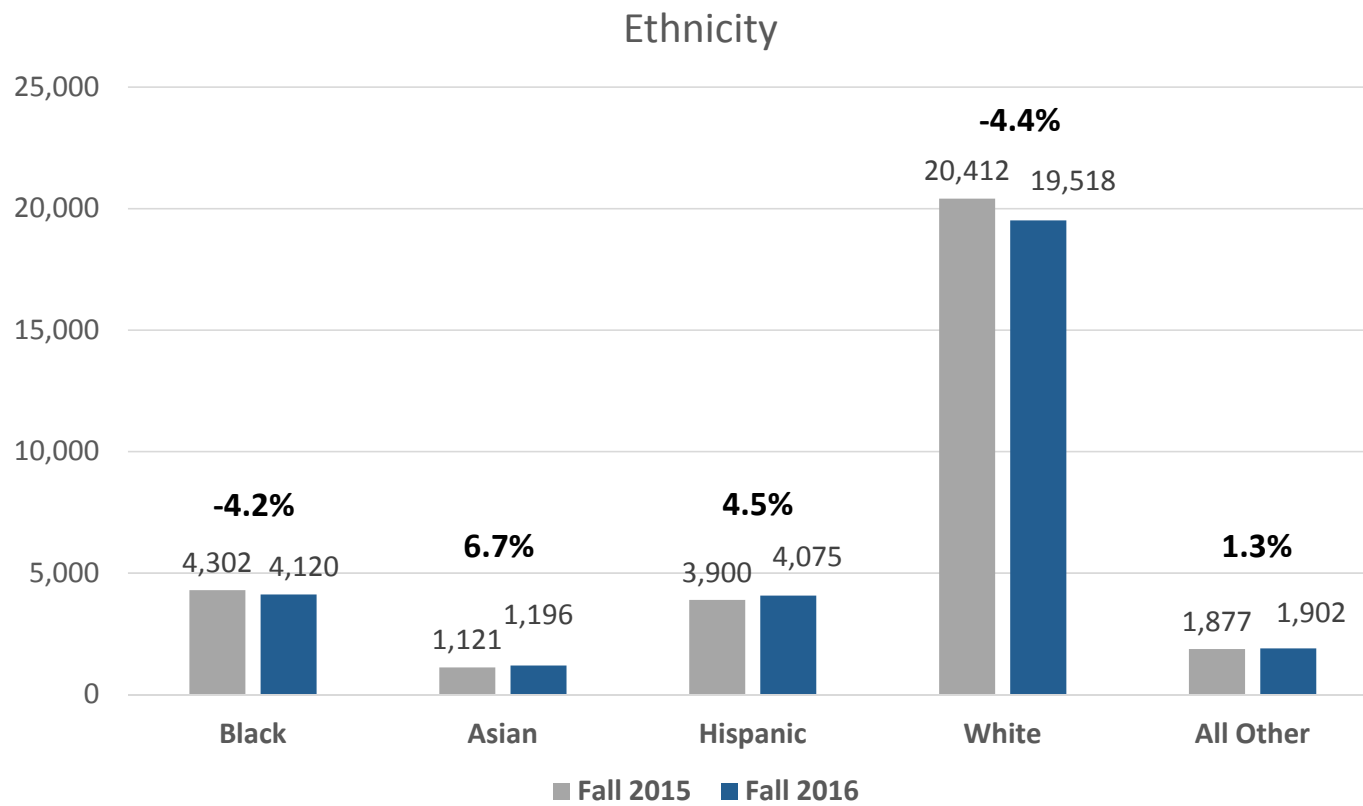


Counter-Cyclical Headcount Pattern

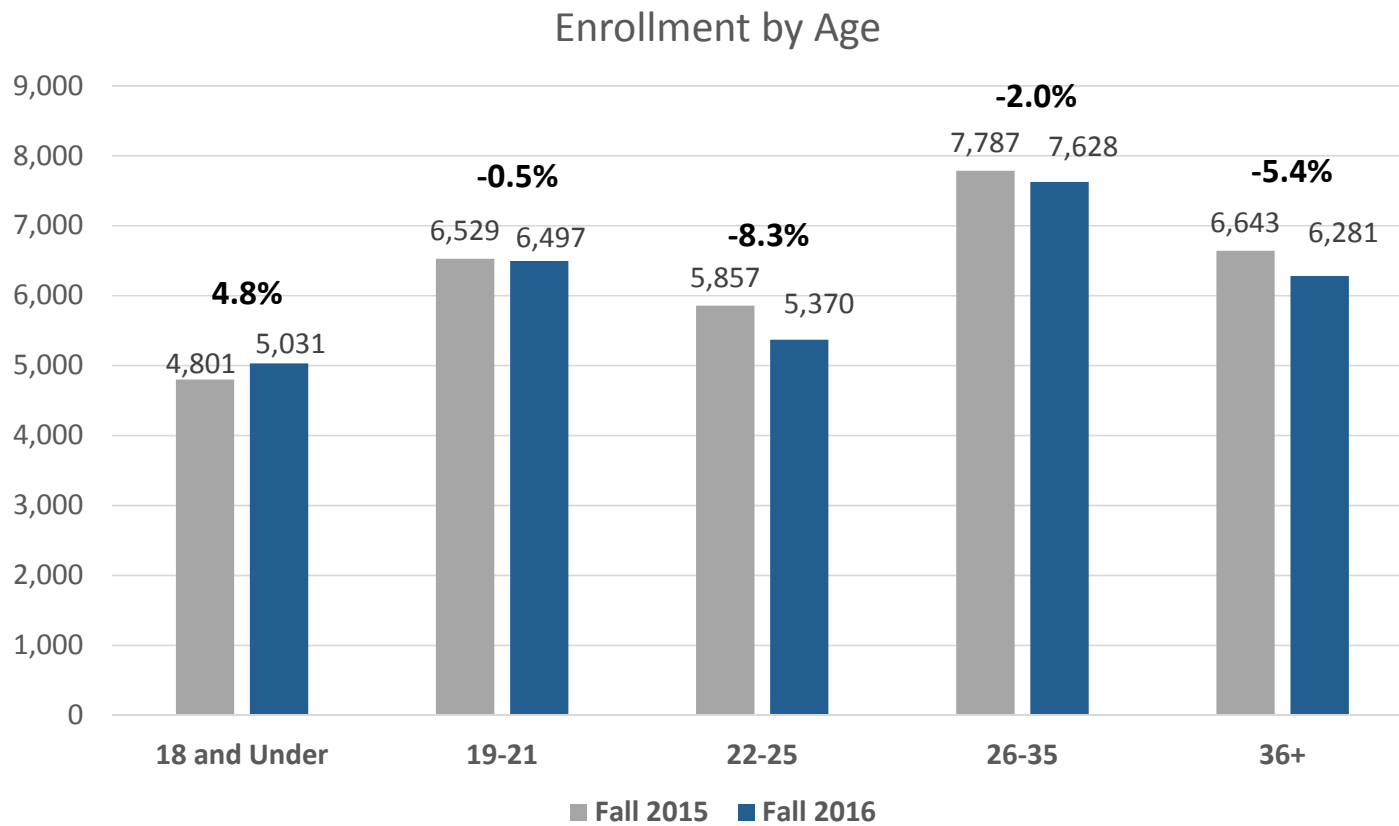
COUNTER-CYCLICAL HEADCOUNT ENROLLMENT PATTERN
 Comparison of Florida Employment Rate to Florida College System (FCS) Headcount Enrollment



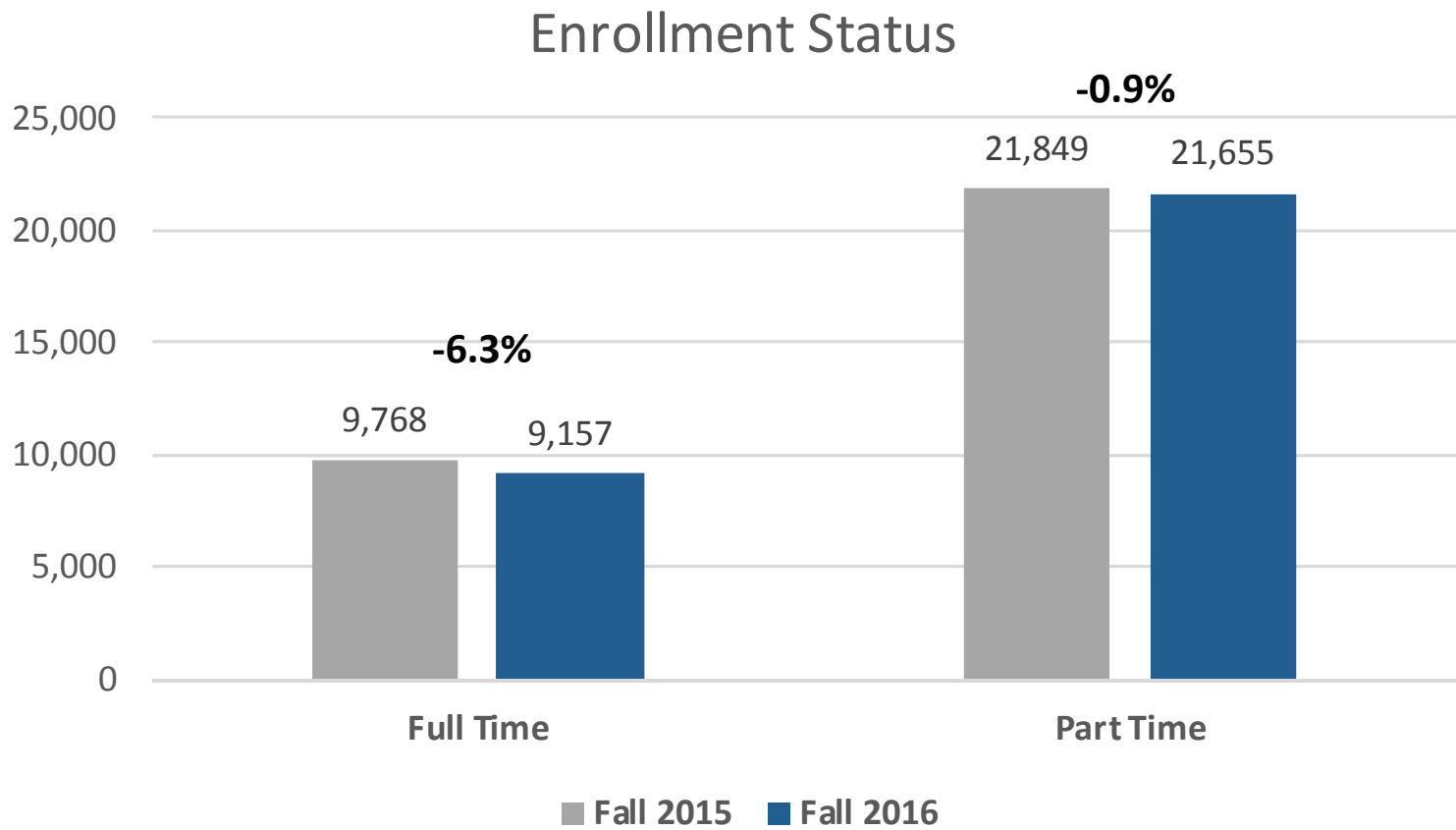
Headcount by Ethnicity



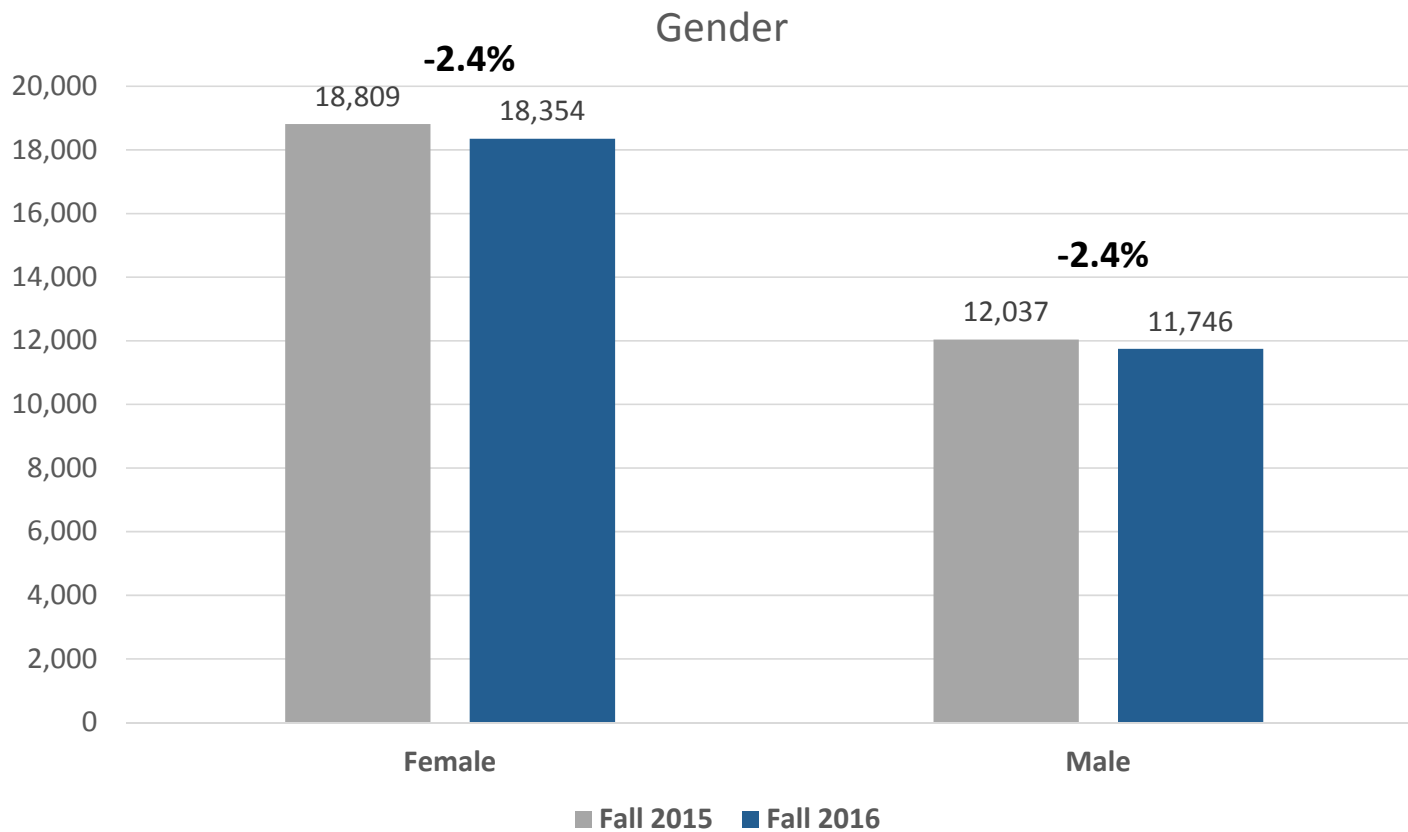
Headcount by Age



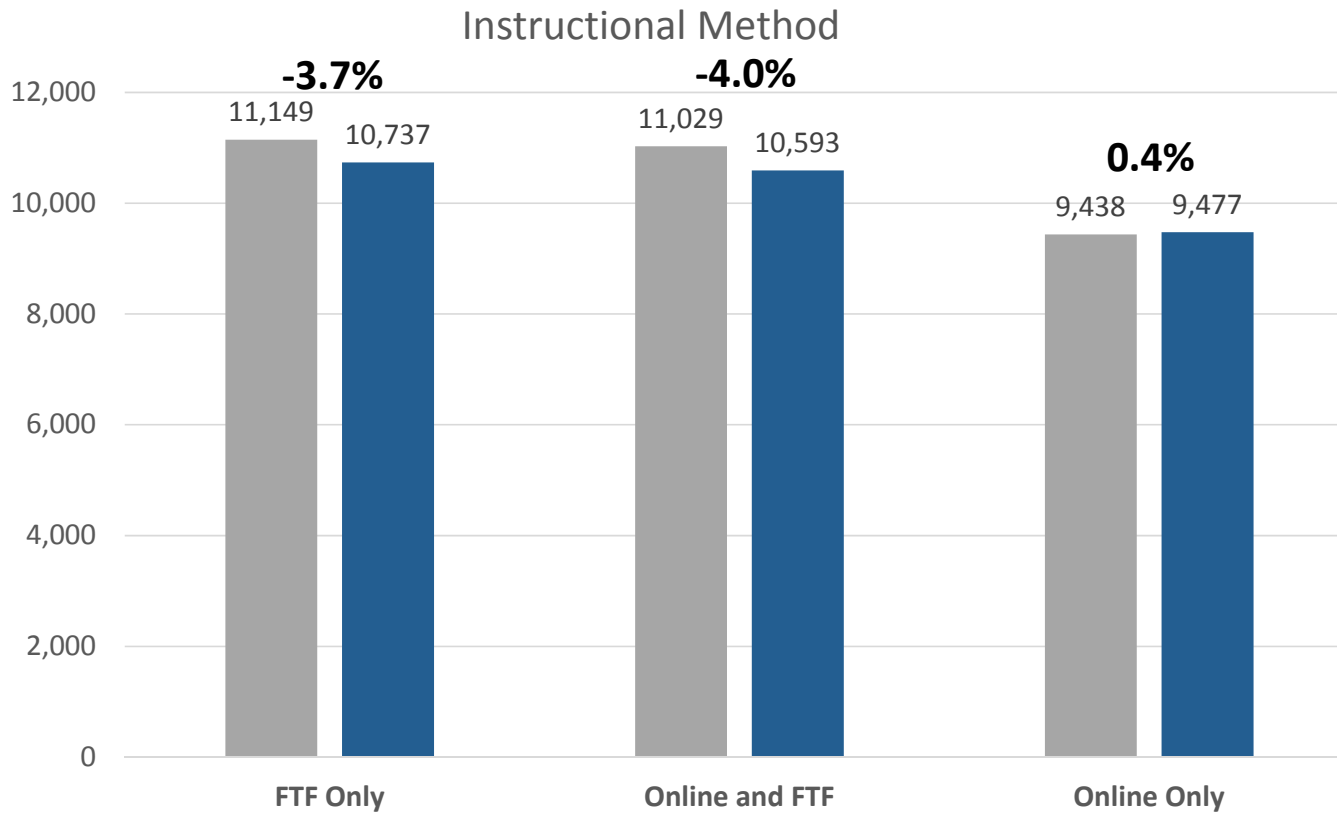
Headcount by Enrollment Status



Headcount by Gender



Headcount by Instructional Method

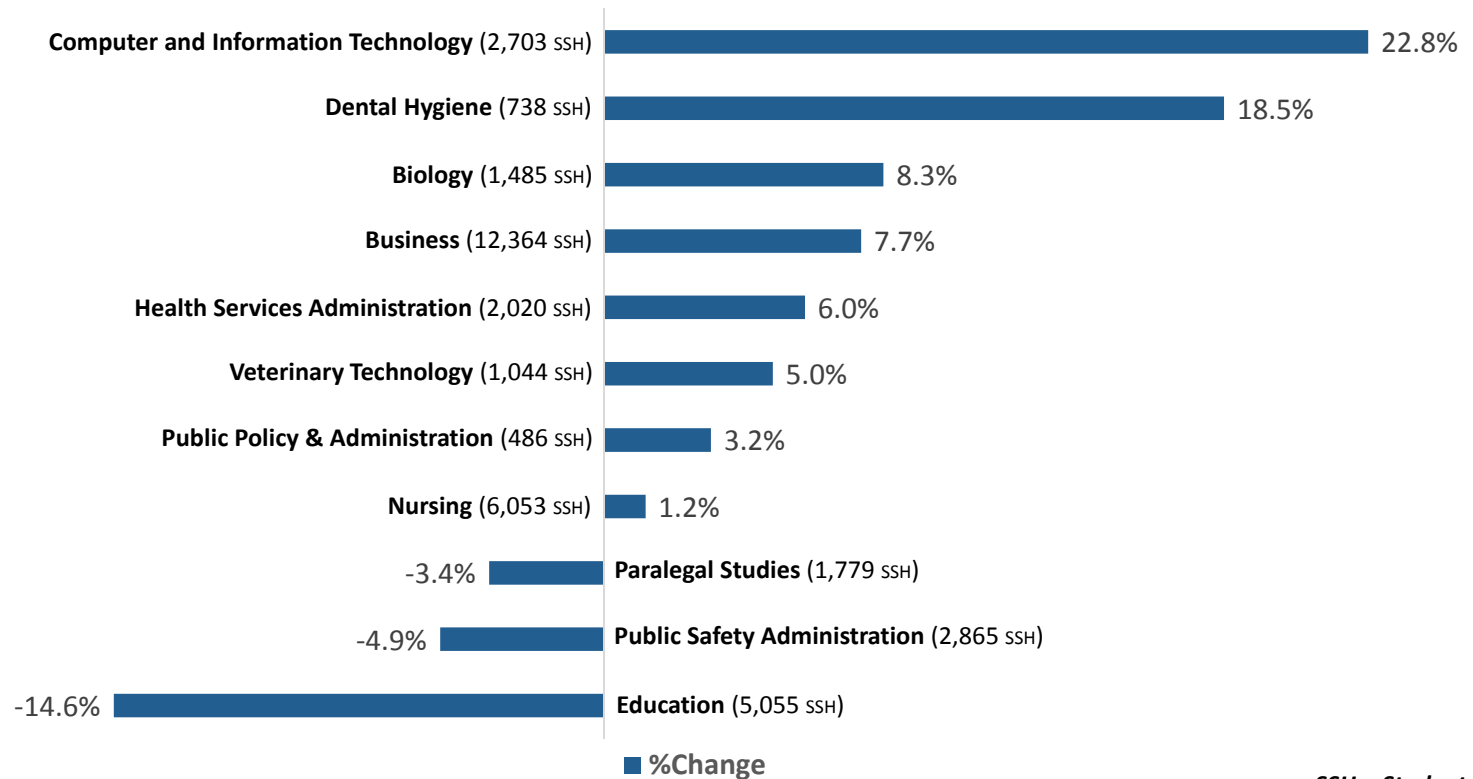


Note: FTF= face to face instruction

■ Fall 2015 ■ Fall 2016

Baccalaureate Programs SSH

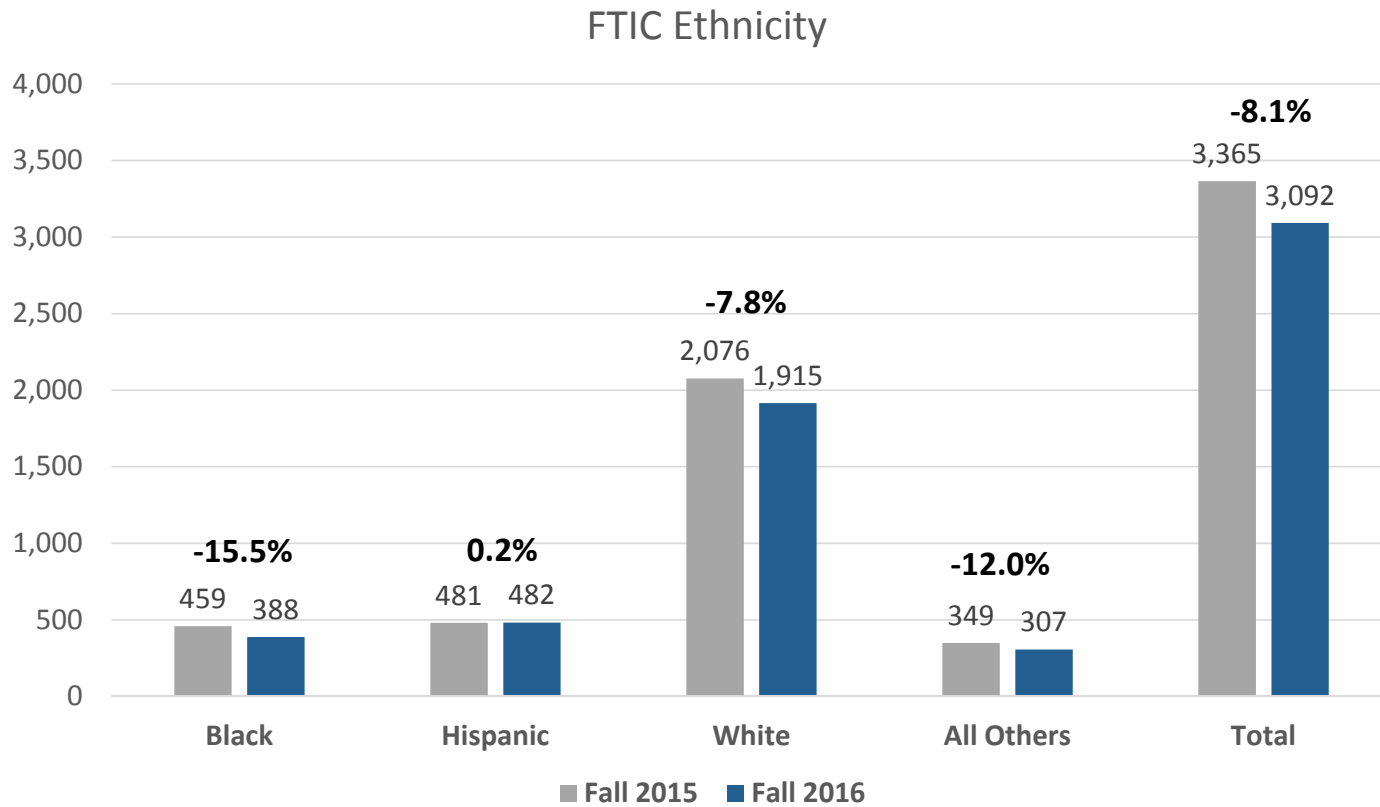
Baccalaureate SSH



SSH – Student Semester Hours

Source: BI – SSH Enrollment By Day Dashboard, Data Extracted August 14, 2016

First Time in College - Ethnicity



Financial Aid 2016-17 Award Year

- **17,301 students awarded \$123.6 million!**
 - Average award package - \$7,144 per year

- **Pell Grant – 11,788 students, \$51 million**
 - Average award - \$4,326 per year
- **Scholarships and Waivers – 1,503 students, \$2.53 million**
 - Average award - \$1,683 per year
- **Other grants – 6,379 students, \$7.64 million**
 - Average award - \$1,197 per year
- **Student Loans – 7,629 students, \$61.5 million**
 - Average accepted – \$8,061 per year

Noteworthy Observations

- **Overall enrollment decline of -2.5% in headcount
3.6% in SSH**
- **Baccalaureate enrollment is up 4.5% in headcount
1.7% in SSH**
- **New student enrollment down -3.8% in headcount**
- **AS and Certificate enrollment is down -8% in headcount**
- **Hispanic enrollment is up 4.5%**
- **Enrollment decline largely in older students**
- **Full-time enrollment down -6.3%**
- **FTIC enrollment -8.1%**

QUESTIONS?



St. Petersburg College
Board of Trustees
FY 2015-16 Year End
Financial Report

Janette Hunt
August 16, 2016

Revenue Focus

ST. PETERSBURG COLLEGE

FY15-16 OPERATING BUDGET TO ACTUAL REPORTING: July 1 - June 30

Revenue	FY15-16 Budget	FY15-16 Actual	% YTD Actual to Total Budget	% Tracking to YTD Budget
Student Tuition & Out-of-State Fees	\$ 56,498,805	\$ 55,614,744	98%	
State Appropriation - CCPF	\$ 54,863,174	\$ 54,863,174	100%	
State Appropriation - Lottery	\$ 14,934,524	\$ 14,934,524	100%	
Performance Funding	\$ 1,202,209	\$ 1,202,209	100%	
Operating Cost for New Facilities	\$ 172,604	\$ 172,604	100%	
Learning Support Access Fee	\$ 1,831,810	\$ 1,694,965	93%	
Distance Learning Fee	\$ 3,752,441	\$ 3,739,140	100%	
Technology Fee	\$ 2,815,337	\$ 2,671,091	95%	
Lab Revenue Fees	\$ 1,714,401	\$ 1,946,816	114%	
Industry Certifications	\$ 150,000	\$ 331,438	221%	
Other Revenues	\$ 5,397,200	\$ 5,484,495	102%	
Other Student Fees	\$ 1,622,007	\$ 1,092,361	67%	
Fund Transfers In	\$ 3,568,839	\$ 3,731,742	105%	
Revenue Stabilization Reserve	\$ 2,173,009	\$ 1,766,555	81%	
One-Time Non-Recurring Funds	\$ 2,291,443	\$ 2,291,443	100%	
Total Revenues - Fund 1x	\$ 152,987,803	\$ 151,537,299	99%	100%

Expense Focus

ST. PETERSBURG COLLEGE

FY15-16 OPERATING BUDGET TO ACTUAL REPORTING: July 1 - June 30

Operating Costs	FY15-16 Budget	FY15-16 Actual	% YTD Actual	% Tracking
			to Total Budget	to YTD Budget
Personnel & Benefits				
Instructional/Faculty-Full Time	\$ 28,170,380	\$ 28,533,368	101%	
Administrative	\$ 9,710,187	\$ 9,758,279	100%	
Career (Non-Instructional)	\$ 22,119,336	\$ 20,557,766	93%	
Adjunct/Supplemental	\$ 14,691,325	\$ 15,657,373	107%	
Professional	\$ 16,591,094	\$ 14,793,223	89%	
Other Professional OPS	\$ 766,481	\$ 550,673	72%	
Non-Instructional OPS and Overtime	\$ 2,430,981	\$ 2,644,811	109%	
Student Assistants	\$ 415,000	\$ 365,903	88%	
Health Insurance	\$ 11,554,547	\$ 13,969,422	121%	
Other Personnel Benefits	\$ 11,705,085	\$ 11,769,063	101%	
Total Personnel & Benefits	\$ 118,154,416	\$ 118,599,881	100%	100%
Current Expense				
Total Current Expense	\$ 31,486,190	\$ 30,642,278	97%	100%
Capital Spending				
Total Capital Spending	\$ 3,347,196	\$ 2,295,140	68.6%	100%
Total Operating Costs - Fund 1x	\$ 152,987,803	\$ 151,537,299	99%	100%
Total Remaining Funds (Surplus/Deficit)	\$ 0	\$ 0		

Budgeted Revenue & Expense Activity Trend



FYE15/16 Unencumbered Fund Balance Summary

Fund 1- General Operating Funds (\$14.95M)

Fund 2- Restricted Funds (\$6.41M)

- Student Activity (\$2.81M)
- Grants and Contracts (\$3.60M)

Fund 3- Auxiliary Funds (\$6.06M)

- Enterprises established to provide non-instructional services
- Self-supporting

Fund 7- Facilities Construction and Renovation (PECO) Funds (\$15.97M)

- Capital Outlay



SPC

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Within Reach

St. Petersburg College

SPC

Employee Health Insurance



Plan Update

*Presented to
SPC Board of Trustees*

August 16, 2016

Calendar Year Claim Spend

	2012	2013	2014	2015	2016 (projected)	2017 (projected)
Average Enrollment	1,312	1,375	1,395	1,420	1,429	1,429
Average Membership	2,314	2,516	2,557	2,611	2,628	2,628
Total Claims	\$13,231,448	\$13,995,035	\$14,707,026	\$15,426,275	\$16,695,000	\$17,145,000
Total Per Member/Year	\$5,718	\$5,562	\$5,752	\$5,908	\$6,353	\$6,524
% Change vs. Prior Year		-3%	3%	3%	8.2%	2.7%

Sources: Aetna Integrated Informatics; Brown & Brown Insurance

Trends

- **Top conditions:** hypertension, hyperlipidemia, depression
- **High-dollar claims:** 1.6% of population, 39% of total claims paid
- **Retirees:**
 - 2.9% of overall plan membership (73 enrollees)
 - Medical: up 32.1% (\$1.1M to \$1.4M)
 - Inpatient: up 256% (\$63K to \$216K)
 - Spinal, Osteoarthritis, Cancer
- **Overall plan membership:**
 - 55% female, 45% male
 - Average age is 40
- **High deductible plan membership:** up 52%

Sources: Aetna Integrated Informatics; Brown & Brown Insurance

Projections & Considerations

Projected cost increase from CY2015 to CY2016: 8.2%

- CY2016: projected \$1M shortfall
- CY2017: projected \$1.5M shortfall
 - Consider plan changes:
 - Buy-up / reduce dental coverage
 - Increase deductibles
 - Increase premiums
 - Restructure Wellness budget
 - Add new Retiree plan
- CY2018: balanced Health Insurance Fund
- Bring final recommendations to September BOT Meeting

Within Reach

St. Petersburg College

SPC

Employee Health Insurance

QUESTIONS

Emergency Medical Services Program & Organizational Change

Anne M. Cooper, PhD – SVP, Instruction and Academic Programs

Rebecca Ludwig – Dean, College of Health Sciences

SPC Board of Trustees – August 16, 2016

Previous Change

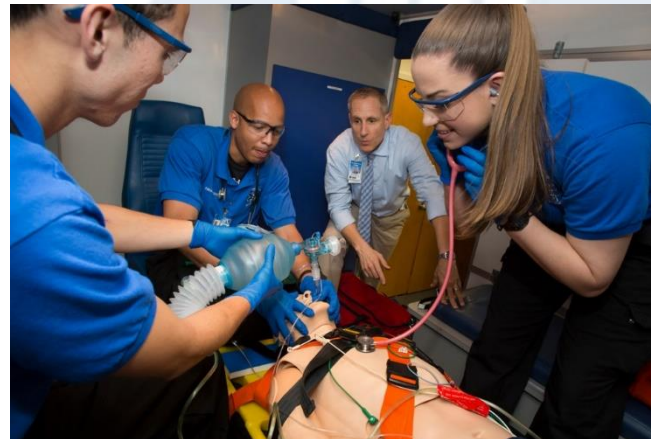
Last Year Legislation – Combined Fire Science Academy & Emergency Medical Technician into Post Secondary Adult Vocational (PSAV) program



August 16, 2016

Rationale for Additional Change

- Fire Chiefs
 - February 2016 meeting
 - Concern with credit program
- Focus Group
 - Resolve issues
 - Meeting April, May, July
 - Combined SPC/Fire Chiefs/Sunstar EMS



August 16, 2016

- Credit program – not meeting needs
- PSAV – with embedded medical terminology, pharmacology and anatomy & physiology with shift friendly schedule better suited
- Could be financial aid eligible
- Student with paramedic certification articulate 38 credits toward AS degree

Emergency Medical Services 2012-2015

Unduplicated Student Count

2012	299
2013	256
2014	242
2015	249

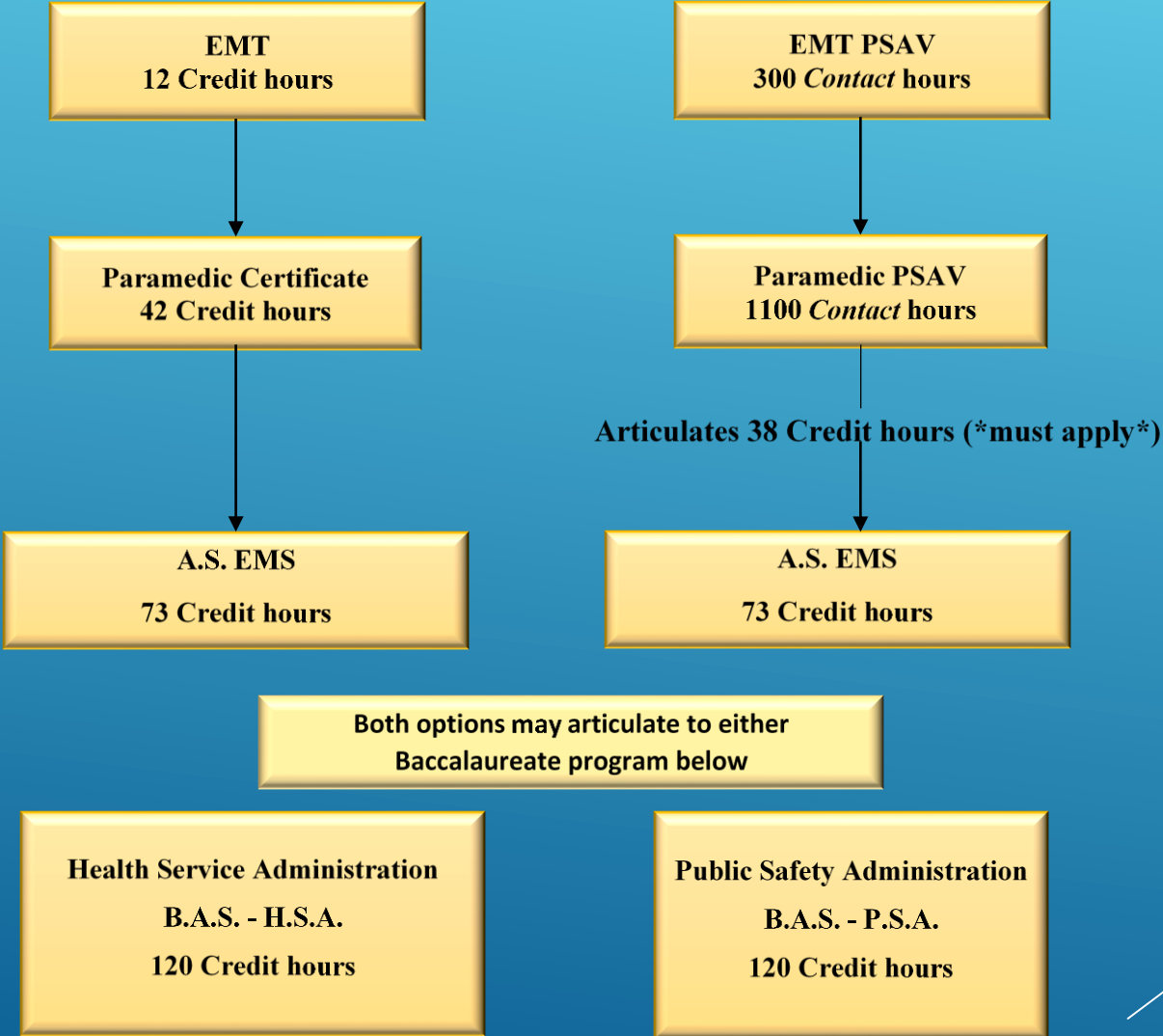
EMS Graduations

	AS	EMT	Paramedic
2012	11	77	16
2013	13	65	12
2014	10	87	16
2015	10	114	19

Next steps

1. Reorganization of credit program leadership:
 - Current program director stepping down
 - New Interim Program Director selected
2. Hiring New PSAV Coordinator
 - Develop day time PSAV paramedic program January 2017 start
3. Move credit paramedic program to evening schedule

**Emergency Medical Services
Academic Pathways**



LEASE
BETWEEN
ANF SERVICES LLC, dba NATURE'S TABLE
AS TENANT
AND
ST. PETERSBURG COLLEGE
AS LANDLORD

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Initials:

COMMERCIAL (FOOD SERVICE) LEASE

THIS LEASE made and entered into this 1st day of September, 2016, by and between the Board of Trustees St. Petersburg College, a Florida state college, herein designated "Landlord" (Board of Trustees, St. Petersburg College, PO Box 13489, St. Petersburg, Florida, 33733), and ANF Services LLC (Nature's Table), a Florida limited liability company whose mailing address is PO Box 47813, St. Petersburg, FL 33743 herein designated "Tenant". In this regard, Landlord does hereby lease and deliver to Tenant, and Tenant does hereby lease, hire, and accept from Landlord, that certain retail space located at (the "Building"), as further described herein below:

1. **PREMISES:** The leased space utilized by Tenant is located in the University Partnership Center Building (UP), on the Seminole Campus, 9200 113th Street North, Seminole, and shall include 1070 square feet of floor area together with all fixtures and improvements associated therewith, of which a space of 352 sq. feet shall be leased for exclusive use by the Tenant for restaurant cooking and counter service. Tenant will be charged rent on 352 SF of space. See Exhibit A for floor plan of leased space.

2. **TERM:**

A. The term of this Lease (herein called "Lease Term") shall be for a period of three (3) years, and shall commence on the 1st day of September, 2016 (the "Commencement Date"). The Lease Term shall expire 5:00 p.m. on August 31, 2019 (the "Termination Date"). The Commencement Date may be modified where mutually agreed upon pursuant to the Commencement Date Agreement, Exhibit D. Tenant shall have an option to renew this Lease for an additional three one (1) year terms, by giving 120 days prior written notice before the Termination Date.

B. Landlord and Tenant shall be bound by the terms and conditions of the Lease, and such terms and conditions are in full force and effect, on the date upon which the Lease is fully executed by Landlord and Tenant (the "Effective Date").

C. Landlord will be deemed to have delivered possession of the Premises to Tenant on the Commencement Date or install in the Premises the improvements to be constructed or installed by Landlord according to the Workletter. If no Workletter is attached to this Lease, it will be deemed that Landlord delivered to Tenant possession of the Premises as is in its present condition on the Commencement Date. Tenant acknowledges that neither Landlord nor its agents or employees have made any representations or warranties as to the suitability or fitness of the Premises for the conduct of Tenant's business or for any other purpose, nor has Landlord or its agents or employees agreed to undertake any alterations or construct any Tenant improvements to the Premises except as expressly provided in this Lease and the Workletter. If for any reason Landlord cannot deliver possession of the Premises to Tenant on the Commencement Date, this Lease will not be void or voidable, and Landlord will not be liable to Tenant for any resultant loss or damage.

D. Prior to the Premises being ready for occupancy by Tenant, Landlord shall furnish to Tenant a Commencement Date Agreement in the form attached as Exhibit "D" and made a part hereof, said Agreement setting forth the specific Commencement Date for this Lease as hereinabove determined. Tenant shall execute the Commencement Date Agreement and immediately return a signed copy to Landlord within forty-eight (48) hours of receipt.

Initials:

E. If Tenant is permitted entry to the Premises prior to the Commencement Date for the purpose of installing fixtures or any other purpose permitted by Landlord, the early entry will be at Tenant's sole risk and subject to all the terms and provisions of this Lease as though the Commencement Date had occurred, except for the payment of Rent, which will commence on the Commencement Date. Tenant, its agents, or employees will not interfere with or delay Landlord's completion of construction of the improvements. All rights of Tenant under this Paragraph 2(E) will be subject to the requirements of all applicable Building codes, zoning requirements, and federal, state, and local laws, rules, and regulations, so as not to interfere with Landlord's compliance with all laws, including the obtaining of a certificate of occupancy for the Premises. Landlord has the right to impose additional conditions on Tenant's early entry that Landlord, in its reasonable discretion, deems appropriate, including without limitation an indemnification of Landlord and proof of insurance, and will further have the right to require that Tenant execute an early entry agreement containing those conditions prior to Tenant's early entry.

F. Landlord may terminate this Agreement for without cause and without penalty upon 90 days written notice to Tenant. If Landlord terminates this Agreement prior to the end of the initial three (3) year term then Tenant shall be entitled to the remaining payments due under Clause 4 of this agreement.

3. BASE RENT:

A. Throughout the Term of this lease, Tenant will pay Monthly Rent to Landlord as rent for the Premises. Monthly Rent will be paid in advance on or before the first day of each calendar month of the Term. If the Term commences on a day other than the first day of a calendar month or ends on a day other than the last day of a calendar month, then monthly rent will be appropriately prorated by Landlord based on the actual number of calendar days in such month. If the Term commences on a day other than the first day of a calendar month, then the prorated monthly rent for such month will be paid on or before the first day of the Term. The Monthly Rent is based on the rentable square footage of the Premises. Monthly Rent will be paid to Landlord, without written notice or demand, and without deduction or offset, in lawful money of the United States of America at Landlord's address, or to such other address as Landlord may from time to time designate in writing. In the event Landlord shall at any time or times accept said rent (or other payments) after it shall become due and payable, such acceptance shall not constitute a waiver of any of Landlord's rights hereunder or excuse such delay or delays on subsequent occasions.

B. The monthly base rent ("Base Rent") for the Lease Term shall be \$500.00 per month for the use of Premise, plus all applicable sales tax. However, Landlord agrees to waive Tenant's rent for the first six (6) months. Therefore, Tenant's obligation to pay rent under this agreement shall begin March 1, 2017 and shall continue every month thereafter for the duration of this agreement.

C. In addition, Tenant shall and hereby agrees to pay Landlord each month a sum equal to any sales tax, tax on rentals, and any other charges, taxes and/or impositions, now in existence or hereinafter imposed, based on the privilege of renting the space leased hereunder or upon the total amount of rental and other fees collected therefore, including Additional Rent as specified below. Nothing herein shall, however, be taken to require Tenant to pay any part of any Federal and State Taxes on income imposed upon Landlord.

Initials:

D. In the event Tenant's Monthly Rent and/or Additional Rent (as defined in Paragraph 3(B) of this Lease) payment is received after the fifth day of the month tenant shall promptly pay to Landlord, no later than at the time of the next monthly payment, a late charge equal to the greater of one hundred dollars (\$100.00) or ten percent (10%) of the Monthly Base Rent then. Such charge shall be due and payable without notice or demand, and Tenant agrees it represents a fair and reasonable estimate of the costs Landlord will incur by reason of the late payment by Tenant. The payment of such service charge in no way waives any other rights or remedies of Landlord resulting from a default hereunder. Additionally, interest shall accrue on any amount due by Tenant as rent hereunder at the rate of eighteen percent (18%) per annum.

4. RENT CREDIT:

A. Landlord agrees to relocate certain surplus kitchen equipment to the Seminole Campus for Tenant to use during the term of the lease. This equipment shall remain the property of Owner/Landlord. The equipment shall be enumerated on Exhibit B.

B. Tenant agrees to purchase additional equipment necessary to run a traditional Nature's Table restaurant. The estimated cost, and in no case in excess of, to Tenant to purchase this additional equipment is \$11,000.00 for the Premises. See Exhibit C for itemized list of equipment purchased by Tenant and each item's cost.

C. Landlord agrees to purchase this equipment from Tenant over the three (3) year term of this Agreement. Following the six (6) month waiver of rent described in 3(B) of this agreement Landlord will apply a credit to Tenant's rent equal to 1/30th of the cost of the equipment each month for the remaining thirty (30) months of this Agreement. The credit, where applicable, will offset the rent as described in Section 3, herein, and applied as follows:

Equipment reimbursement of \$11,000 over 30 months = \$367 credit towards base rent

5. OPERATING EXPENSES, TAXES AND INSURANCE: Tenant shall pay all additional expenses associated with the Building, including but not limited to real estate taxes (if real estate taxes are imposed in the future Tenant shall pay their pro rata share of such taxes based on square footage.) Tenant shall at all times carry and maintain such required insurance as provided for in Section 16, herein.

6. LANDLORD'S SERVICES:

A. Landlord will maintain, repair and restore the structure of the Building including the roof, and any mechanical plumbing problem not related to Tenant's use.

B. Landlord will not be in default under this Lease or be liable to Tenant or any other person for direct or consequential damage, or otherwise, for any failure to supply any heat, air conditioning, elevator, cleaning, lighting, security; for surges or interruptions of electricity; or for other services Landlord has agreed to supply during any period when Landlord uses reasonable diligence to supply such services. Landlord will use reasonable efforts to diligently remedy any interruption in the furnishing of such services. Landlord reserves the right temporarily to discontinue such services at such times as may be necessary by reason of accident; repairs, alterations or improvements; strikes; lockouts; riots; acts of God; governmental preemption in connection with a national or local emergency; any rule, order, or regulation of any governmental

Initials:

agency; conditions of supply and demand that make any product unavailable; Landlord's compliance with any mandatory governmental energy conservation or environmental protection program, or any voluntary governmental energy conservation program at the request of or with consent or acquiescence of Tenant; or any other happening beyond the control of Landlord. Landlord will not be liable to Tenant or any other person or entity for direct or consequential damages resulting from the admission to or exclusion from the Building or Project of any person. In the event of invasion, mob, riot, public excitement, strikes, lockouts, or other circumstances rendering such action advisable in Landlord's sole opinion, Landlord will have the right to prevent access to the Building or Project during the continuance of the same by such means as Landlord, in its sole discretion, may deem appropriate, including without limitation locking doors and closing parking areas and other Common Areas. Landlord will not be liable for damages to person or property or for injury to, or interruption of, business for any discontinuance permitted under this Paragraph 6, nor will such discontinuance in any way be construed as an eviction of Tenant or cause an abatement of rent or operate to release Tenant from any of Tenant's obligations under this Lease.

7. **SECURITY DEPOSIT:** Intentionally deleted

8. **PERMITTED USE:** Tenant shall use and occupy the Premises only for and related uses as a restaurant, and shall not use or permit the use of the Premises for any other purpose without the prior written consent of Landlord. Tenant's use of the Premises shall not violate any ordinance, law or regulation of any governmental body or the rules and regulations of Landlord or cause an unreasonable amount of use of any of the services provided in the Building as determined in the sole discretion of Landlord. Tenant agrees to conduct its business in the manner and according to the generally accepted business principles of the business or profession in which Tenant is engaged. No use shall be made or permitted to be made upon the Premises, nor acts done, which will increase the existing rate of insurance upon the property, or cause cancellation of policies covering said property. Only Tenant shall actually occupy and use the Premises.

9. **LANDLORD'S WORK:** See workletter and equipment, Exhibit "B".

10. **TENANT'S WORK:** During the term of the Lease, should Tenant at its sole expense, wish to make improvements to the space, Tenant shall be bound by, and agree to adhere to, Landlord's requirements as shown in the attached Exhibit "C" of this Lease. Tenant shall submit to Landlord a description of proposed work to be approved by Landlord prior to installation in accordance with the terms of Exhibit "C". Tenant shall submit to Landlord a detailed plan of the space to be approved in writing by landlord.

11. **TENANT'S CARE OF PREMISES:**

A. Tenant will take good care of the Premises and the fixtures and appurtenances therein, and will suffer no active or permissive waste or injury thereof. Tenant shall maintain the Premises in a clean, neat, and orderly condition to current health department standards. Tenant shall be responsible at all time for keeping their leased space clean to current health department standards and shall empty their trash as needed. Tenant shall be responsible for their prorata share of cleaning windows, coverings, and shampooing of carpeting and cleaning of floor located in the Premises, daily janitorial services and pest control (Tenant shall provide a copy of the pest control agreement and provide notice when service is occurring) as well as the painting and decorating of the Premises so as to maintain the Premises in good condition, normal wear and tear excepted. Notwithstanding anything to the contrary herein, Tenant shall promptly repair to the satisfaction of Landlord any

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injury or damage to the Premises or Building caused by the misuse or neglect thereof by Tenant, or by persons permitted on the Premises by Tenant, or by Tenant moving in or out of the Premises. Any repairs not promptly made by Tenant may be made by Landlord, and the cost of such repairs, together with a sum equal to fifteen percent (15%) of said costs for overhead and administration, shall be immediately due and payable by Tenant to Landlord and collectable as Additional Rent.

B. Tenant will not, without Landlord's written consent, which consent shall not be unreasonably withheld, make alterations, additions or improvements in or about the Premises, except for the inclusion or placement of decorative items, moveable furniture and kitchen equipment, and will not do anything to or on the Premises which will increase the rate of fire insurance on the Building. All alterations approved by Landlord (i) will be performed by contractors approved by Landlord and subject to conditions specified by Landlord (which may include requiring the posting of a mechanic's or material men's lien bond), and (ii) will require that Tenant obtain all applicable governmental permits and authorizations, and shall comply fully with all applicable laws, ordinances, and governmental regulations and with all applicable requirements of issuers issuing insurance with respect to the Premises, and shall see that any additional hazard relating to construction of the alteration or addition is fully covered by Tenant's comprehensive liability and employee's compensation insurance for the protection of Landlord. All alterations of a permanent nature made or installed by Tenant to the Premises shall become the property of Landlord at expiration of this Lease, but Landlord reserves the right to require Tenant to remove any improvements or additions made to the Premises by Tenant and to repair and restore the Premises to its condition prior to such alteration, additions or improvement. Tenant shall give advance notice to Landlord through the property manager of any supply deliveries or furnishing deliveries or removals which may require the use of the elevators or stairwells, or blocking or obstruction of hallways or entrances in the Building.

C. If Landlord has required Tenant to remove any or all alterations, additions, fixtures, and improvements that are made in or upon the Premises pursuant to this Paragraph 11 prior to the Termination Date, Tenant will remove such alterations, additions, fixtures, and improvements at Tenant's sole cost and will restore the Premises to the condition in which they were before such alterations, additions, fixtures, improvements, and additions were made, reasonable wear and tear excepted. All property of Tenant remaining on the Premises after expiration of the Lease Term shall be deemed abandoned and may be removed, stored, or disposed of by Landlord, in its sole discretion.

D. All work by or for Tenant related to the installation of Tenant's furnishings, fixtures, or equipment in the Premises, shall be performed in accordance with the requirements as stated in the attached Exhibit "C" of this Lease.

E. Tenant shall not place or maintain any coin operated vending machines within the Premises or the Building.

F. Tenant agrees that all personal property brought into the Premises by Tenant, its employees, licensees and invitees shall be at the sole risk of Tenant, and Landlord shall not be liable for theft thereof or of money deposited therein or for any damages thereto, such theft or damage being the sole responsibility of Tenant.

G. Tenant shall indemnify Landlord and hold Landlord harmless from and against every claim or

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liability arising from any alteration or addition performed by Tenant, including but not limited to bodily injury (including death) and property damages, and including but not limited to mechanic's or similar liens, and shall make such arrangement Landlord may reasonably require to protect the Premises from mechanic's liens or similar liens.

12. MECHANIC'S LIENS: Nothing contained in this Lease and no action or inaction by Landlord shall be construed as (i) constituting the consent or request of Landlord, express or implied, to any contractor, subcontractor, laborer, material man or vender to or for the performance of any labor or services or the furnishings of any materials or other property for the construction, alteration addition, repair or demolition of or to the Leased Property or any part thereof or (ii) giving Tenant any right, power or permission to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would permit the making of any claim against Landlord in respect thereof or to make any agreement that may create, or in anyway be the basis for, any right, title, interest, lien, claim or other encumbrance upon the estate of Landlord in the Leased Property or any portion thereof. Tenant shall strictly comply with the Mechanics' Lien Law of the State of Florida as set forth in F.S. 713. Tenant will pay or cause to be paid all costs and charges for work (a) done by Tenant or caused to be done by Tenant, in or to the Premises, and (b) for all materials furnished for or in connection with such work. Tenant will indemnify Landlord against and hold Landlord, the Premises, and the Project free, clear, and harmless of and from all mechanics' liens and claims of liens, and all other liabilities, liens, claims, and demands on account of such work by or on behalf of Tenant, other than work performed by Landlord pursuant to the Workletter. If any such lien, at any time, is filed against the Premises or any part of the Project, Tenant will cause such lien to be discharged of record within 10 days after the filing of such lien, except that if Tenant desires to contest such lien, it will furnish Landlord, within such 10-day period, security reasonably satisfactory to Landlord of at least 150% of the amount of the claim, plus estimated costs and interest, or comply with such statutory procedures as may be available to release the lien. If a final judgment establishing the validity or existence of a lien for any amount is entered, Tenant will pay and satisfy the same at once. If Tenant fails to pay any charge for which a mechanics' lien has been filed, and has not given Landlord security as described above, or has not complied with such statutory procedures as may be available to release the lien, Landlord may, at its option, pay such charge and related costs and interest, and the amount so paid, together with reasonable attorneys' fees incurred in connection with such lien, will be immediately due from Tenant to Landlord as Additional Rent. Nothing contained in this Lease will be deemed the consent or agreement of Landlord to subject Landlord's interest in the Project to liability under any mechanics' or other lien law. If Tenant receives written notice that a lien has been or is about to be filed against the Premises or the Project, or that any action affecting title to the Project has been commenced on account of work done by or for or materials furnished to or for Tenant, it will immediately give Landlord written notice of such notice. At least 15 days prior to the commencement of any work (including but not limited to any maintenance, repairs, alterations, additions, improvements, or installations) in or to the Premises, by or for Tenant, Tenant will give Landlord written notice of the proposed work and the names and addresses of the persons supplying labor and materials for the proposed work. Landlord will have the right to give, record and post as appropriate, notices of non-responsibility or similar notices under any mechanic's lien laws now or hereafter existing, in order to protect the premises against any such liens. This section shall survive the termination of the Lease.

13. LANDLORD'S RIGHTS: Landlord shall have the following rights exercisable without notice to Tenant (except as expressly provided otherwise) and without being deemed an eviction or disturbance of Tenant's use or possession of the Premises, or giving rise to any claim for offset or abatement of rent:

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A. Matters Affecting View From Exterior. To designate or approve prior to installation all types of signs, window shades, blinds, drapes, awnings or other similar items and all internal lighting that may be visible from the exterior of the Premises (either from outside the building or from common areas within the Building). Tenant shall propose any such installations to Landlord thirty (30) days prior to installation, within which time Landlord shall notify Tenant of any corrections or disapprovals.

B. Access Changes. To change the arrangement of entrances, doors, corridors, and other access ways in the Building (including ingress and egress to the Building), provided that no such change shall materially or adversely affect access to the Premises.

C. Business Hours. To close the Building after normal business hours except that Tenant and its employees and invitees shall be entitled to admission, under such regulations as Landlord prescribes for security purposes. Hours of operation shall be delineated on a Lease Addendum, and days of operation will reflect the College's current Academic Calendar (Exhibit F) of the College and will be mutually acceptable to both the College and Tenant. In the event that the days and hours of operation are requested to be changed by the Tenant, such request must be submitted in writing to the campus Provost for approval.

D. Access. To take any and all reasonable measures, including inspections and repairs to the Premises or to the Building, as may be necessary or desirable for the operation or protection of the Building. Tenant shall allow Landlord access to the Premises for such purposes at reasonable times.

E. Keys. To maintain at all times master keys or pass keys to the Premises. If the Tenant changes any locks, Landlord must be provided with a key upon installation.

F. Structural Elements. To install and maintain pipes, ducts, conduits, wires, and other structural elements located in the Premises which serve other parts or other tenants of the Building.

14. **ENTRY BY LANDLORD:** Landlord, its agents, employees, and contractors may enter the Premises at any time in response to an emergency and at reasonable hours after giving twenty four (24) hours advance written notice to:

- (1) Inspect the Premises;
- (2) Exhibit the Premises to prospective purchasers, lenders, or tenants;
- (3) Determine whether Tenant is complying with all its obligations in this Lease;
- (4) Supply cleaning service and any other service to be provided by Landlord to Tenant according to this Lease;
- (5) Post written notices of non-responsibility or similar notices; or
- (6) Make repairs required of Landlord under the terms of this Lease or make repairs to any adjoining space or utility services or make repairs, alterations, or

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improvements to any other portion of the Building; however, all such work will be done as promptly as reasonably possible and so as to cause as little interference to Tenant as reasonably possible.

Tenant, by this Paragraph 14, waives any claim against Landlord, its agents, employees, or contractors for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or Quiet Enjoyment of the Premises, or any other loss occasioned by any entry in accordance with this Paragraph 14. Landlord will at all times have and retain a key with which to unlock all of the doors in, on, or about the Premises (excluding Tenant's vaults, safes, and similar areas designated in writing by Tenant in advance). Landlord will have the right to use any and all means Landlord may deem proper to open doors in and to the Premises in an emergency in order to obtain entry to the Premises, provided that Landlord will promptly repair any damages caused by any forced entry. Any entry to the Premises by Landlord in accordance with this Paragraph 14 will not be construed or deemed to be a forcible or unlawful entry into or a detainer of the Premises or an eviction, actual or constructive, of Tenant from the Premises or any portion of the Premises, nor will any such entry entitle Tenant to damages or an abatement of Monthly Rent, Additional Rent, or other charges that this Lease requires Tenant to pay.

15. INDEMNIFICATION OF LANDLORD: Except for any injury or damage to persons or property on the Premises that is proximately caused by or results proximately from the negligence or acts of Landlord, its employees, or agents, Tenant will neither hold nor attempt to hold Landlord, its employees, or agents liable for, and Tenant will indemnify and hold harmless Landlord, its employees, and agents from and against, any and all demands, claims, causes of action, fines, penalties, damages (including consequential damages), liabilities, judgments, and expenses (including without limitation reasonable attorneys' fees) incurred in connection with or arising from:

- (1) the use or occupancy or manner of use or occupancy of the Premises by Tenant or any person claiming under Tenant;
- (2) any activity, work, or thing done or permitted by Tenant in or about the Premises, the Building, or the Project;
- (3) any breach by Tenant or its employees, agents, contractors, or invitees of this Lease; and
- (4) any injury or damage to the person, property, or business of Tenant, its employees, agents, contractors, or invitees entering upon the Premises under the express or implied invitation of Tenant; and/or
- (5) any injury to any person or persons, including death, resulting at any time therefrom, occurring in or about the Premises not otherwise caused by, or resulting from, the fault or negligence of Landlord.

Without in any way limiting the above, the Tenant agrees to indemnify the Landlord from any and all liability which may arise or be claimed in favor of any persons, for injuries or damages to the person or property of any person arising from Tenant's use of the Premises and for any damage occasioned by or resulting from the breakage, leakage, or obstruction of the water, gas, sewer pipes or of the roof or rain ducts, or any fire sprinkler or other quenching system, or of other leakage or overflow, or from carelessness, negligence or improper conduct on the part of Tenant or the Tenant's employees, subtenant (if any), or

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agents. The Landlord shall not be liable for any damage, loss or injury by reason of water, rain, fire, storms or accidents or by reason of the acts of any other Tenants, and the Rents shall not be diminished or withheld by reason or account of any such loss or damage.

If any action or proceeding is brought against Landlord, its employees, or agents by reason of any such claim for which Tenant has indemnified Landlord, Tenant, upon written notice from Landlord, will defend the same at Tenant's expense, with counsel determined by Landlord.

Tenant, as a material part of the consideration to Landlord for this Lease, by this Paragraph 15 waives and releases all claims against Landlord, its employees, and agents with respect to all matters for which Landlord has disclaimed liability pursuant to the provisions of this Lease.

16. INSURANCE:

A. At all times during the Term, Tenant will carry and maintain, at Tenant's expense, the following insurance, with an insurance company that has an A.M. Best rating A VII or better, in the amounts specified below or such other amounts as Landlord may from time to time reasonably request, with insurance companies and on forms satisfactory to Landlord:

(1) Bodily injury and property damage liability insurance, with a combined single occurrence limit of not less than \$1,000,000. All such insurance will be equivalent to coverage offered by a commercial general liability form, including without limitation personal injury and contractual liability coverage for the performance by Tenant of the indemnity agreements set forth in Paragraph 15 of this lease;

(2) Insurance covering all of Tenant's furniture and fixtures, machinery, equipment, stock, and any other personal property owned and used in Tenant's business and found in, on, or about the Project, and any leasehold improvements to the Premises in excess of the allowance, if any, provided pursuant to the workletter in an amount not less than the full replacement cost. Property forms will provide coverage on a broad form basis insuring against "all risks of direct physical loss." All policy proceeds will be used for the repair or replacement of the property damaged or destroyed; however, if this Lease ceases under the provisions of Paragraph 19, Tenant will be entitled to any proceeds resulting from damage to Tenant's furniture and fixtures, machinery, equipment, stock, and any other personal property;

(3) Worker's compensation insurance insuring against and satisfying Tenant's obligations and liabilities under the worker's compensation laws of the State in which the Premises are located, including employer's liability insurance in the limits required by the laws of the State in which the Project is located; and

(4) If Tenant operates owned, hired, or non-owned vehicles on the Project, comprehensive automobile liability at a limit of liability not less than \$500,000 combined bodily injury and property damage.

The insurance coverages and amounts in this Paragraph 16(A) will be reasonably determined by Landlord.

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B. Certificates of insurance, together with copies of the endorsements, when applicable, naming Landlord and any others specified by Landlord as additional insureds, will be delivered to Landlord prior to Tenant's occupancy of the Premises and from time to time at least 10 days prior to the expiration of the Term of each such policy. All commercial general liability or comparable policies maintained by Tenant will name Landlord and such other persons or firms as Landlord specifies from time to time as additional insureds, entitling them to recover under such policies for any loss sustained by them, their agents, and employees as a result of the negligent acts or omissions of Tenant. All such policies maintained by Tenant will provide that they may not be terminated nor may coverage be reduced except after 30 days' prior written notice to Landlord. All commercial general liability and property policies maintained by Tenant will be written as primary policies, not contributing with and not supplemental to the coverage that Landlord may carry.

C. Landlord and Tenant each waive any and all rights to recover against the other or against any other Tenant or occupant of the Project, or against the officers, directors, shareholders, partners, joint venturers, employees, agents, customers, invitees, or business visitors of such other party or of such other Tenant or occupant of the Project, for any loss or damage to such waiving party arising from any cause covered by any property insurance required to be carried by such party pursuant to this Paragraph 16 or any other property insurance actually carried by such party to the extent of the limits of such policy. Landlord and Tenant from time to time will cause their respective insurers to issue appropriate waiver of subrogation rights endorsements to all property insurance policies carried in connection with the Project or the Premises or the contents of the Project or the Premises. Tenant agrees to cause all other occupants of the Premises claiming by, under, or through Tenant to execute and deliver to Landlord such a waiver of claims and to obtain such waiver of subrogation rights endorsements.

D. Landlord, its agents, and employees make no representation that the limits of liability specified to be carried by Tenant pursuant to this Paragraph 16 are adequate to protect Tenant. If Tenant believes that any of such insurance coverage is inadequate, Tenant will obtain such additional insurance coverage as Tenant deems adequate, at Tenant's sole expense.

17. REQUIREMENTS OF LAW; FIRE INSURANCE/HAZARDOUS MATERIALS:

A. At its sole cost and expense, Tenant will promptly comply with all laws, statutes, ordinances, and governmental rules, regulations, or requirements now in force or in force after the Lease Date, including without limitation requirements of the Americans with Disabilities Act, with the requirements of any board of fire underwriters or other similar body constituted now or after this date, with any direction or occupancy certificate issued pursuant to any law by any public officer or officers, as well as with the provisions of all recorded documents affecting the Premises, insofar as they relate to the condition, use, or occupancy of the Premises, excluding requirements of structural changes to the Premises or the Building, unless required by the unique nature of Tenant's use or occupancy of the Premises.

B. For purposes of this lease, "Hazardous Materials" means any explosives, radioactive materials, hazardous wastes, or hazardous substances, including without limitation substances defined as "hazardous substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601-9657; the Hazardous Materials Transportation Act of 1975, 49 U.S.C. §§ 1801-1812; the Resource Conservation and Recovery

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Act of 1976, 42 U.S.C. §§ 6901-6987; or any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Materials, waste, or substances now or at any time hereafter in effect (collectively, "Hazardous Materials Laws").

(1) Tenant will not cause or permit the storage, use, generation, or disposition of any Hazardous Materials in, on, or about the Premises or the Project by Tenant, its agents, employees, or contractors. Tenant will not permit the Premises to be used or operated in a manner that may cause the Premises or the Project to be contaminated by any Hazardous Materials in violation of any Hazardous Materials Laws. Tenant will immediately advise Landlord in writing of (1) any and all enforcement, cleanup, remedial, removal, or other governmental or regulatory actions instituted, completed, or threatened pursuant to any Hazardous Materials Laws relating to any Hazardous Materials affecting the Premises; and (2) all claims made or threatened by any third party against Tenant, Landlord, or the Premises relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from any Hazardous Materials on or about the Premises. Without Landlord's prior written consent, Tenant will not take any remedial action or enter into any agreements or settlements in response to the presence of any Hazardous Materials in, on, or about the Premises.

(2) Tenant will be solely responsible for and will defend, indemnify and hold Landlord, its agents, and employees harmless from and against all claims, costs, and liabilities, including attorneys' fees and costs, arising out of or in connection with Tenant's breach of its obligations in this Paragraph 17. Tenant will be solely responsible for and will defend, indemnify, and hold Landlord, its agents, and employees harmless from and against any and all claims, costs, and liabilities, including attorneys' fees and costs, arising out of or in connection with the removal, cleanup, and restoration work and materials necessary to return the Premises and any other property of whatever nature located on the Project to their condition existing prior to the appearance of Tenant's Hazardous Materials on the Premises. Tenant's obligations under this Paragraph 17 will survive the expiration or other termination of this Lease.

C. Tenant will not do or permit to be done any act or thing upon the Premises or the Project which would (a) jeopardize or be in conflict with fire insurance policies covering the Project and fixtures and property in the Project; (b) increase the rate of fire insurance applicable to the Project to an amount higher than it otherwise would be for general office use of the Project; or (c) subject Landlord to any liability or responsibility for injury to any person or persons or to property by reason of any business or operation being carried on upon the Premises.

18. CONDEMNATION: If the Premises or any portion thereof shall be taken under power of eminent domain, this Lease shall automatically terminate as of the date of such taking. Tenant hereby assigns to Landlord any award which may be made in such taking, provided however, nothing contained herein shall be deemed to give Landlord any interest in nor require Tenant to assign to Landlord any award made to Tenant for the taking of Tenant's personal property and fixtures, nor for the interruption of or damage to, Tenant's business.

19. DESTRUCTION OF PREMISES: In the event of (a) partial destruction of the Premises or the Building in which the Premises are located during the Lease Term which requires repairs to either the

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Premises or the Building or (b) the Premises or the Building being declared unsafe or unfit for occupancy by any authorized public authority for any reason other than Tenant's act, use, or occupation, which declaration requires repair to either the Premises or the Building, Landlord shall make the repairs, provided that the damage is such, in Landlord's sole reasonable judgment, that under normal working conditions, repairs could be made within ninety (90) days, but partial destruction (including any destruction necessary in order to make repairs required by any declaration) shall in no way annul or void this Lease, except that Tenant shall be entitled to a proportionate reduction of rent while such repairs are being made; and such work or repair shall be commenced promptly after the nature of the damage and degree of repair required is determined, any necessary permits from governmental authorities are obtained, and if appropriate, insurance adjustments completed. The proportionate reduction is to be based upon the extent to which the making of repairs shall interfere with the business carried on by Tenant in the Premises. If the damage be such, in nature or extent, that repairs could not be made within ninety (90) days as aforesaid, either party may terminate this Lease by giving written notice to the other party and if neither party elects to terminate then Landlord shall proceed nonetheless to make same, this Lease continuing in full force and effect and the rent to be proportionately abated, as in this Paragraph provided. Any repairs undertaken by Landlord in accordance with the foregoing shall be substantially completed as soon as practicable. A total destruction (including any destruction required by any authorized public authority) of either the Premises or the Building shall terminate this Lease.

20. EVENTS OF DEFAULT: The following events are referred to, collectively, as "events of default" or, individually, as an "event of default":

- A.** Tenant defaults in the due and punctual payment of Rent, and such default continues for 5 days after written notice from Landlord; however, Tenant will not be entitled to more than 1 written notice for monetary defaults during any 12-month period, and if after such written notice any Rent is not paid when due, an event of default will be considered to have occurred without further notice;
- B.** Tenant vacates or abandons the Premises;
- C.** This Lease or the Premises or any part of the Premises are taken upon execution or by other process of law directed against Tenant, or are taken upon or subject to any attachment by any creditor of Tenant or claimant against Tenant, and said attachment is not discharged or disposed of within 15 days after its levy;
- D.** Tenant files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state, or admits the material allegations of any such petition by answer or otherwise, or is dissolved or makes an assignment for the benefit of creditors;
- E.** Involuntary proceedings under any such bankruptcy law or insolvency act or for the dissolution of Tenant are instituted against Tenant, or a receiver or trustee is appointed for all or substantially all of the property of Tenant, and such proceeding is not dismissed or such receivership or trusteeship vacated within 60 days after such institution or appointment;
- F.** Tenant fails to take possession of the Premises on the Commencement Date of the Term;
or
- G.** Tenant breaches any of the other agreements, terms, covenants, conditions, or rules and

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regulations that this Lease requires Tenant to perform, and such breach continues for a period of fifteen (15) days after written notice from Landlord to Tenant or, if such breach cannot be cured reasonably within such fifteen(15) day period, if Tenant fails to diligently commence to cure such breach within fifteen (15) days after written notice from Landlord and to complete such cure within fifteen (15)days thereafter.

21. REMEDIES OF LANDLORD ON DEFAULT OR BREACH BY TENANT:

A. If any one or more events of default set forth in Paragraph 20 occurs then Landlord has the right, at its election:

(1) To give Tenant written notice of Landlord's intention to terminate this Lease on the earliest date permitted by law or on any later date specified in such notice, in which case Tenant's right to possession of the Premises will cease and this Lease will be terminated, except as to Tenant's liability, as if the expiration of the Term fixed in such notice were the end of the Term;

(2) Without further demand or notice, to reenter and take possession of the Premises or any part of the Premises, repossess the same, expel Tenant and those claiming through or under Tenant, and remove the effects of both or either, using such force for such purposes as may be necessary, without being liable for prosecution, without being deemed guilty of any manner of trespass, and without prejudice to any remedies for arrears of monthly rent or other amounts payable under this Lease or as a result of any preceding breach of covenants or conditions; or

(3) Without further demand or notice to cure any event of default and to charge Tenant for the cost of effecting such cure, including without limitation reasonable attorneys' fees and interest on the amount so advanced at the highest legal rate allowed by law, provided that Landlord will have no obligation to cure any such event of default of Tenant.

(4) Should Landlord elect to reenter as provided in subsection (2), or should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided by law, Landlord may, from time to time, without terminating this Lease, relet the Premises or any part of the Premises in Landlord's or Tenant's name, but for the account of Tenant, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Term) and on such conditions and upon such other terms (which may include concessions of free rent and alteration and repair of the Premises) as Landlord, in its reasonable discretion, may determine, and Landlord may collect and receive the rent. Landlord will in no way be responsible or liable for any failure to relet the Premises, or any part of the Premises, or for any failure to collect any rent due upon such reletting. No such reentry or taking possession of the Premises by Landlord will be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention is given to Tenant. No written notice from Landlord under this Section or under a forcible or unlawful entry and detainer statute or similar law will constitute an election by Landlord to terminate this Lease unless such notice specifically so states. Landlord reserves the right following any such reentry or reletting to exercise its right to terminate this Lease by giving Tenant such written notice, in which event this Lease will terminate as specified in such notice.

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(5) If any event of default occurs, the Landlord shall have the right, at its option, to declare (accelerate) the rents for the entire remaining Term and the rents and other indebtedness, if any, shall be immediately due and payable without regard to whether possession shall have been surrendered to or taken by the Landlord, and Landlord may commence action immediately thereupon and recover judgment therefor.

(6) During the period of any litigation between Landlord and Tenant regarding this Lease, whether or not Tenant shall have claimed payment of rent as a defense, Tenant shall be required to post with the Registry of the Court all past-due Rents and additional Rents as they come due. Tenant's failure to post such rents with the Court shall be grounds for the entry of an immediate order entitling Landlord to possession of the Premises forthwith.

B. In the event that Landlord does not elect to terminate this Lease as permitted in Paragraph 21(A)(1), but on the contrary elects to take possession as provided in Paragraph 21(A)(2), Tenant will pay to Landlord monthly Rent and other sums as provided in this Lease that would be payable under this Lease if such repossession had not occurred, less the net proceeds, if any, of any reletting of the Premises after deducting all of Landlord's reasonable expenses in connection with such reletting, including without limitation all repossession costs, brokerage commissions, attorneys' fees, expenses of employees, alteration and repair costs, and expenses of preparation for such reletting. If, in connection with any reletting, the new Lease term extends beyond the existing Term, or the Premises covered by such new Lease include other Premises not part of the Premises, a fair apportionment of the rent received from such reletting and the expenses incurred in connection with such reletting as provided in this Section will be made in determining the net proceeds from such reletting, and any rent concessions will be equally apportioned over the Term of the new Lease. Tenant will pay such rent and other sums to Landlord monthly on the day on which the monthly rent would have been payable under this Lease if possession had not been retaken, and Landlord will be entitled to receive such rent and other sums from Tenant on each such day.

C. If this Lease is terminated on account of the occurrence of an event of default, Tenant will remain liable to Landlord for damages in an amount equal to monthly Rent and other amounts that would have been owing by Tenant for the balance of the Term, had this Lease not been terminated, less the net proceeds, if any, of any reletting of the Premises by Landlord subsequent to such termination, after deducting all of Landlord's expenses in connection with such reletting, including without limitation the expenses enumerated in Paragraph 21(B). Landlord will be entitled to collect such damages from Tenant monthly on the day on which monthly Rent and other amounts would have been payable under this Lease if this Lease had not been terminated, and Landlord will be entitled to receive such monthly Rent and other amounts from Tenant on each such day. Alternatively, at the option of Landlord, in the event this Lease is so terminated, Landlord will be entitled to recover against Tenant as damages for loss of the bargain and not as a penalty:

(1) The worth at the time of award of the unpaid Rent that had been earned at the time of termination;

(2) The worth at the time of award of the amount by which the unpaid Rent that would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided;

Initials:

(3) The worth at the time of award of the amount by which the unpaid Rent for the balance of the Term of this Lease (had the same not been so terminated by Landlord) after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided;

(4) Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom.

The "worth at the time of award" of the amounts referred to in clauses (a) and (b) above is computed by adding interest at the highest legal rate allowed by law on the date on which this Lease is terminated from the date of termination until the time of the award. The "worth at the time of award" of the amount referred to in Paragraph 23(C)(3) above is computed by discounting such amount at the discount rate of the United States Federal Reserve Bank, at the time of award plus 1%.

D. Any suit or suits for the recovery of the amounts and damages set forth in Paragraphs 21(B) and 21(C) may be brought by Landlord, from time to time, at Landlord's election, and nothing in this Lease will be deemed to require Landlord to await the date upon which this Lease or the Term would have expired had there occurred no event of default. Each right and remedy provided for in this Lease is cumulative and is in addition to every other right or remedy provided for in this Lease or now or after the Lease date existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Landlord of any one or more of the rights or remedies provided for in this Lease or now or after the Lease date existing at law or in equity or by statute or otherwise will not preclude the simultaneous or later exercise by Landlord of any or all other rights or remedies provided for in this Lease or now or after the Lease date existing at law or in equity or by statute or otherwise. All costs incurred by Landlord in collecting any amounts and damages owing by Tenant pursuant to the provisions of this Lease or to enforce any provision of this Lease, including reasonable attorneys' fees from the date any such matter is turned over to an attorney, whether or not one or more actions are commenced by Landlord, will also be recoverable by Landlord from Tenant.

E. Tenant waives any right of redemption arising as a result of Landlord's exercise of its remedies under this Paragraph 21.

22. LANDLORD'S DEFAULT: Landlord shall in no event be in default in the performance of any of its obligations under this Lease unless and until Landlord shall have failed to perform such obligations within thirty (30) days after receipt of written notice from Tenant of such default, or such additional time as is reasonably required to correct any such default, which notice must specify wherein Landlord has failed to perform any such obligations.

23. CONDITION UPON SURRENDER OF PREMISES: At the end of this Lease, Tenant will promptly quit and surrender the Premises broom-clean, in good order and repair, ordinary wear and tear excepted. If Tenant is not then in default, Tenant may remove from the Premises any trade fixtures, equipment, and movable furniture placed in the Premises by Tenant, whether or not such trade fixtures or equipment are fastened to the Building; Tenant will not remove any trade fixtures or equipment without Landlord's prior written consent if such fixtures or equipment are used in the operation of the Building, or if the removal of such fixtures or equipment will result in impairing the structural strength of the Building. Whether or not Tenant is in default, Tenant will remove such alterations, additions, improvements, trade

Initials:

fixtures, equipment, and furniture as Landlord has requested in accordance with Paragraph 11. Tenant will fully repair any damage occasioned by the removal of any trade fixtures, equipment, furniture, alterations, additions, and improvements. All trade fixtures, equipment, furniture, inventory, effects, alterations, additions, and improvements on the Premises after the end of the Term will be deemed conclusively to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord without written notice to Tenant or any other person and without obligation to account for them. Tenant will pay Landlord for all expenses incurred in connection with the removal of such property, including but not limited to the cost of repairing any damage to the Building or Premises caused by the removal of such property. Tenant's obligation to observe and perform this covenant will survive the expiration or other termination of this Lease.

24. MISCELLANEOUS:

A. RELOCATION/REDEVELOPMENT: Notwithstanding the foregoing, Landlord shall have the right to redevelop the Building and surrounding property. Landlord shall give Tenant a minimum of six (6) months' advance written notice of its intent to redevelop ("Redevelopment Notice"). If such redevelopment shall include a retail component compatible to Tenant's use, then Landlord agrees to offer to relocate Tenant to a comparable space in the redeveloped building. Should the redevelopment not include a compatible space, or should Tenant not agree within two (2) months after receipt of the Redevelopment Notice to be relocated, either party shall have the right to terminate the Lease. Failure by Tenant to provide a timely response to the Redevelopment Notice, or to agree to be relocated shall be deemed an election not to be relocated.

B. SIGNS: Tenant shall be permitted to purchase, at its sole cost and expense, standard signage as approved by Landlord. Landlord shall approve the placement of interior and exterior signage, including approval of any specifications and text.

C. ATTORNEY AND PARALEGAL FEES: In case suit should be brought for recovery of the Premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the Premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorney and paralegal fees, and including appellate and bankruptcy proceedings.

D. NOTICES: Any notice which either party may or is required to give, shall be given by mailing the same, certified mail return receipt requested, postage prepaid, to Tenant or Landlord at the address shown below, or at such other places as may be designated by the parties from time to time. Notices shall be deemed delivered three (3) days following deposit of same with the United States Postal Service if sent as hereinabove specified

Landlord: St. Petersburg College
General Counsel's Office, District Office
PO Box 13489.
St. Petersburg, FL 33733

Tenant: ANF Services LLC
Shadi Fackih
PO Box 47813
St. Petersburg, FL 33743

Initials:

E. HOLDING OVER: Tenant will have no right to remain in possession of all or any part of the Premises after the expiration or earlier termination of the Term. If Tenant remains in possession of all or any part of the Premises after the expiration or earlier termination of the Term, with the express or implied consent of Landlord: (a) such tenancy will be deemed to be a periodic tenancy from month-to-month only; (b) such tenancy will not constitute a renewal or extension of this Lease for any further Term; and (c) such tenancy may be terminated by Landlord upon the earlier of 30 days' prior written notice or the earliest date permitted by law. In such event, monthly Rent will be increased to an amount equal the greater of two times the Monthly Rent payable during the last month of the Term, and any other sums due under this Lease will be payable in the amount and at the times specified in this Lease. In addition to the payment of the increased Monthly Rent as set forth herein and all Additional Rent, Tenant shall be liable to Landlord for all costs, claims, losses or liabilities (including attorney's fees) which Landlord may incur as a result of Tenant's failure to surrender possession of the Premises to Landlord upon the expiration or earlier termination of this Lease. In no way shall the increased Monthly Rent set forth herein or any other monetary or nonmonetary requirements set forth in this Lease be construed to constitute liquidated damages for Landlord's loss resulting from Tenant's holdover. Such month-to-month tenancy will be subject to every other term, condition, and covenant contained in this Lease.

F. TIME: Time is of the essence of this Lease.

G. HEIRS, ASSIGNS, SUCCESSORS: This Lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

H. RULES AND REGULATIONS: Tenant shall abide by the rules and regulations (attached hereto as Exhibit "E") or as may be promulgated by Landlord from time to time provided by future rules and regulations do not hinder Tenant's use of the Premises. Violation of such rules and regulations, after notice and reasonable opportunity to cease or cure, pursuant to Paragraph 20 (G) shall constitute a breach of this Lease.

I. ESTOPPEL CERTIFICATE: Tenant shall execute an estoppel certificate requested by Landlord or any mortgagee of Tenant certifying to all material facts relevant to this Lease and Tenant's possession of the Premises within five (5) business days of request for same. If true, the estoppel certificate will certify that Tenant is in possession of the Premises, that this Lease is unmodified and in full effect (or, if modified, set forth the modifications), confirming through what date rent has been paid, and confirming that to Tenant's knowledge there is no existing default of Landlord or Tenant (or if any default, what is the nature of the default).

J. QUIET ENJOYMENT: Landlord covenants that upon Tenant's paying the Base Rent, Additional Rent, and any other sums due hereunder and observing and performing all the terms, covenants and conditions of this Lease on its part to be observed and performed, Tenant may peaceably and quietly enjoy the Premises, subject, nevertheless, to the terms and conditions of this Lease.

K. ACCORD AND SATISFACTION: No endorsement or statement on any check or in any letter accompanying any check in payment of Base Rent, Additional Rent or any other sums due

Initials:

from Tenant to Landlord shall be deemed as accord and satisfaction. Landlord may accept such check or payment without being subject to the terms of any such endorsement or statement and without prejudice to Landlord's right to recover the balance of all Base Rent, Additional Rent or any other charges due Landlord or Landlord's right to pursue any other remedy provided in this Lease.

L. **COUNTERCLAIM:** Intentionally omitted.

M. **WAIVER OF JURY TRIAL:** LANDLORD AND TENANT HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER, ON OR IN RESPECT TO ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT HEREUNDER, TENANT'S USE OR OCCUPANCY OF THE PREMISES, AND/OR CLAIM OF INJURY OR DAMAGES.

N. **FORCE MAJEURE:** Tenant shall be excused for the period of any delay and shall not be deemed in default with respect to the performance of any of the terms, covenants, and conditions of this Lease when prevented from so doing by a cause or causes beyond its control, which shall include, but shall not be limited to, all labor disputes, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, acts of God, or any other cause not within its reasonable control.

O. **RELATIONSHIP OF PARTIES:** The parties are only landlord and tenant and are not partners or in any other business relationship.

P. **COMPLIANCE:** Landlord and Tenant shall comply with any and all requirements of the county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to the Premises, and shall faithfully observe in the use of the Premises all municipal and county ordinances, and state and federal statutes now in force or which may hereafter be in force, and all regulations, orders and other requirements issued or made pursuant to any such ordinances and statutes. In addition, Tenant shall provide a fully charged fire extinguisher in Premises.

Q. **ASSIGNMENT AND SUBLETTING:** Tenant shall not assign this Lease or sublet any portion of the Premises without prior written consent of the Landlord whose consent shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Landlord, may terminate this Lease. The sale or transfer of a majority of Tenant's voting stock (if a corporation) or partnership interest (if a partnership) or the occupancy of the Premises by any successor firm of the Tenant or by any firm into which or with which the Tenant may become merged or consolidated shall not be deemed an assignment of this Lease requiring the prior written consent of Landlord.

R. **FLORIDA CONTRACT:** This Lease has been made under and shall be construed and interpreted under and in accordance with the laws of the State of Florida. Venue for any litigation arising hereunder shall be in Pinellas County, Florida or in the U.S. District Court for the Middle District of Florida, Tampa Division.

Initials:

S. **EXHIBITS:** All exhibits to this Lease are by this provision incorporated into this Lease as a material part hereof.

T. **BROKER:** Tenant warrants that it did not have dealings with any broker.

U. **LEASE NOT TO BE RECORDED:** Either party's recordation of this Lease or any memorandum or short form of it will be void and a default under this Lease.

V. **CORPORATE WARRANTIES BY TENANT:** If Tenant is a corporation, the parties executing the Lease on behalf of Tenant represent and warrant to Landlord, that:

A. Tenant is a valid and existing corporation;

B. All things necessary to qualify Tenant to do business in the State of Florida have been accomplished prior to the date of the Lease;

C. All franchise and other corporate taxes have been paid to the date of the Lease;

D. All forms, reports, fees and taxes required to be filed or paid by such corporation have been filed or paid;

E. The certified copy of a corporate resolution so stating delivered to Landlord concurrently with the execution of the Lease.

W. **INTERPRETATION OF LEASE PROVISIONS:** The Lease shall be construed without regard to the identity of the person who drafted the various provisions hereof. Moreover, each and every provision of the Lease shall be construed as though all parties hereto participated equally in the drafting of the Lease. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable.

X. **NO WAIVER:** No waiver of any covenant or condition or the breach of any covenant or condition of the Lease shall be taken to constitute a waiver of any subsequent breach of such covenant or condition, not to justify or authorize the non-observance on any other occasion of the same or any other covenant or condition hereof; nor shall the acceptance of rent or other payment by the Landlord at any time when the Tenant is in default under any covenant or condition hereof be construed as a waiver of such default or of the Landlord's right to terminate the Lease on account of such default; nor shall any waiver or indulgence granted by the Landlord to the Tenant be taken as an estoppel against the Landlord, it being expressly understood that if at any time the Tenant shall be in default in any of its covenants or conditions hereunder, and acceptance by the Landlord of rental or other payment during the continuance of such default or the failure on the part of the Landlord promptly to avail itself of such other rights or remedies as the Landlord may have, shall not be construed as a waiver of such default, but the Landlord may at any time thereafter, if such default continues, terminate the Lease on account of such default in the manner provided for in the Lease.

Y. **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

Initials:

in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. This notice is given pursuant to 404.056(8) Florida Statutes.

Z. PARKING: N/A

AA. JOINT AND SEVERAL LIABILITY: If Tenant is composed of more than one signatory to this Lease, each signatory will be jointly and severally liable with each other signatory for payment and performance according to this Lease. The act of, written notice to, written notice from, refund to, or signature of any signatory to this Lease (including without limitation modifications of this Lease made by fewer than all such signatories) will bind every other signatory as though every other signatory had so acted, or received or given the written notice or refund, or signed.

BB. LIMITATION ON RECOURSE: Tenant specifically agrees to look solely to Landlord's interest in the Project for the recovery of any judgment from Landlord. It is agreed that Landlord (and its shareholders, venturers, and partners, and their shareholders, venturers, and partners and all of their officers, directors, and employees) will not be personally liable for any such judgments. The provisions contained in the preceding sentences are not intended to and will not limit any right that Tenant might otherwise have to obtain injunctive relief against Landlord or relief in any suit or action in connection with enforcement or collection of amounts that may become owing or payable under or on account of insurance maintained by Landlord.

CC. SEVERABILITY: If any provision of this Lease proves to be illegal, invalid, or unenforceable, the remainder of this Lease will not be affected by such finding, and in lieu of each provision of this Lease that is illegal, invalid, or unenforceable a provision will be added as a part of this Lease as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

DD. LIEN FOR RENT: Tenant hereby grants to Landlord a lien on all property of Tenant now or hereafter placed in or on the Premises and such other property shall be and remain subject to such lien of Landlord for payment of all rent and other sums agreed to be paid by Tenant herein or for services or costs relating to the Premises that the Tenant may hereafter agree to pay Landlord. Said lien shall be in addition to and cumulative of the Landlord's lien rights provided by law.

EE. LANDLORD'S FEES: Intentionally omitted.

FF. ENTIRE AGREEMENT /WRITTEN AMENDMENT REQUIRED: This Lease, the Exhibits and Addenda, if any, contain the entire agreement between Landlord and Tenant. No promises or representations, except as contained in this Lease, have been made to Tenant respecting the condition or the manner of operating the Premises, the Building, or the Project. No amendment, alteration, modification of, or addition to the Lease will be valid or binding unless expressed in writing and signed by Landlord and Tenant. Tenant agrees to make any modifications of the terms and provisions of this Lease required or requested by any lending institution providing financing for the Building, or Project, as the case may be, provided that no such modifications will materially adversely affect Tenant's rights and obligations under this Lease.

Initials:

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

Signed, sealed and delivered

Landlord:

in the presence of:

SIGNATURE

BY: _____

NAME

SIGNATURE

NAME

Tenant:

Signed, sealed and delivered

SIGNATURE

BY: _____

NAME

Its: _____

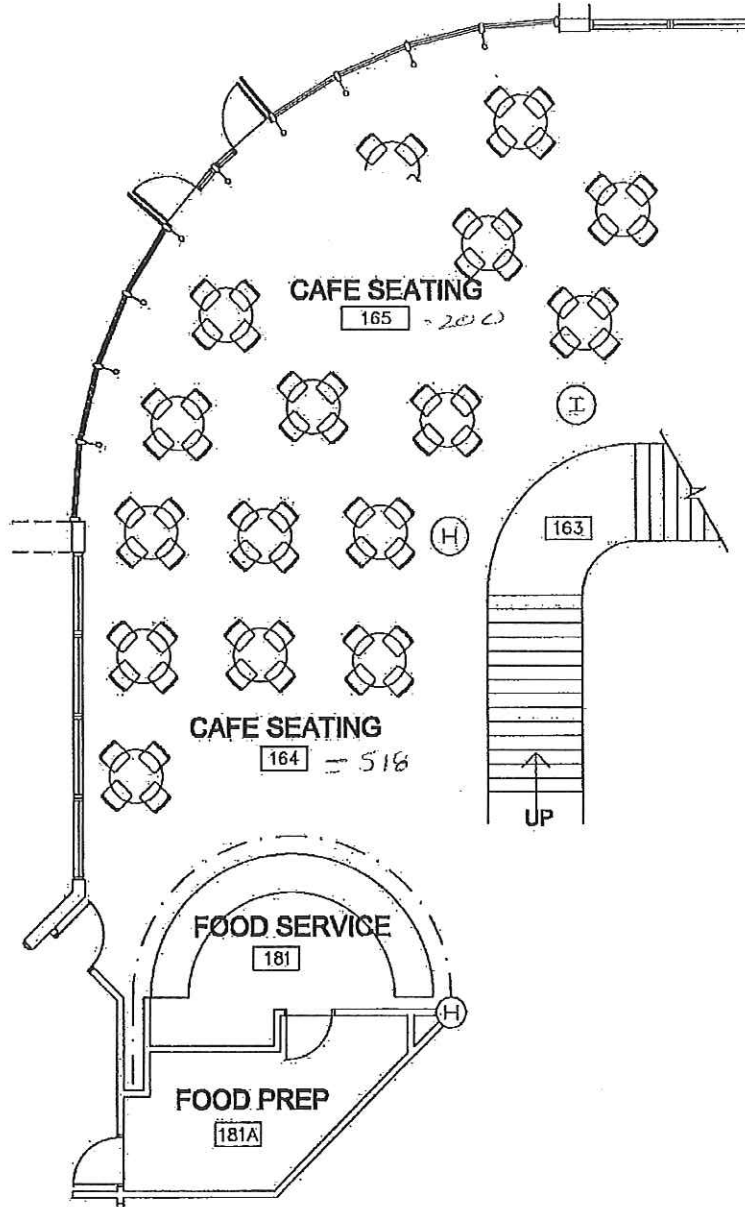
SIGNATURE

NAME

Initials:

EXHIBIT "A"

GIGABYTE CAFÉ



SEMINOLE UPC CAFE - 1042 SQ. FT.

EXHIBIT "B"
Landlord's Workletter and Equipment List

1. Landlord will provide

Initials:

EXHIBIT "C"
Tenant's Work

Tenant's improvements to space shall meet the requirements listed below:

- (a) All tenant improvement plans and specifications for the work and for later alterations, additions, substitutions and improvements shall be submitted to the Landlord and preapproved by Landlord in writing.
- (b) No Premises work shall be initiated until Tenant shall have procured, so far as the same may be required by law from time to time, all permits, authorizations, reports and/or other necessary action of all municipal agencies and departments of governmental agencies and subdivisions having applicable jurisdiction;
- (c) All improvements shall be installed in compliance with all applicable permits and authorizations and building and zoning laws and with all other laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments, departments, commissions, boards and officers, and in accordance with applicable insurance requirements. All construction shall be done in conformity with all health and safety requirements and in a good and workmanlike manner;
- (d) Prior to the commencement of any work, and at Landlord's request, Tenant shall, at Tenant's expense, furnish to Landlord a payment and performance bond covering the cost of the work and the performance thereof;
- (e) All work shall be performed by duly licensed and qualified contractors and shall be approved by Landlord;
- (f) Tenant's work shall not at any time impede, or otherwise interfere with Landlord's work (as described in Exhibit "B" herein), or any other work being accomplished or performed by Landlord.
- (g) In connection with the completion of the work, (i) Tenant shall provide Landlord with sufficient proof that lien waivers have been obtained from all contractors, subcontractors, and material and labor suppliers performing work or providing labor in connection with the work; (ii) Tenant's architect shall have inspected the Premises and certified that the work has been completed in accordance with the approved plans and specifications; (iii) Tenant shall obtain a certificate of occupancy for the Premises, and (iv) Tenant's architect shall have issued a certificate of substantial completion which is in form and content customary in the industry. The general contractor shall be obligated to list as an attachment to the construction contract all contractors and subcontractors to be performing the work. The general contractor, shall be obligated to furnish Landlord with certificates of insurance with an insurance company that has an A.M. Best rating A VII naming Landlord and any other required entities as an additional insured which such policies shall include general liability insurance (occurrence form) as follows: \$2,000,000 Each Occurrence; \$2,000,000 Personal and Advertising Injury; \$2,000,000 Products/Completed Operations Aggregate; \$2,000,000 General Aggregate; \$100,000 Fire Damage (Any One Fire); \$5,000 Medical Expense (Any One Person) as well as evidence of adequate workman's compensation, and commercial automobile liability coverage, \$1,000,000 minimum combined single limit;

Initials:

(h) Landlord may file and record at the time of the execution of this Lease a notice of nonresponsibility or a similar notice as may be provided by law, so that whenever any work shall be undertaken by Tenant on the Premises no mechanic's lien or lien for materials or labor could attach to or affect the reversionary status or other estate, right or interest of Landlord in and to the Land;

(i) All nonfixtures goods, effects, personal property, business and trade fixtures, machinery and equipment owned by Tenant and installed at Tenant's expense, shall remain the personal property of Tenant and may be removed by Tenant at any time, and from time to time, during the Lease Term provided that any damage caused by such removal can be totally repaired and Tenant, in removing any of such property, does in fact repair all damage to the Premises and the Building caused by such removal;

(j) All alterations, additions, substitutions and improvements made and installed by Tenant pursuant to this Exhibit "C", shall be and remain Landlord's property and at no expense to the landlord, except the items referenced in subparagraph (i) of this Exhibit "C";

(k) Tenant shall pay or cause to be paid, before delinquency, any and all taxes levied or assessed and which become payable during the Lease Term upon the property of Tenant which is located in the Premises.

Initials:

US FOODS CULINARY E&S
 2217 DISTRIBUTION CENTER DR #B
 CHARLOTTE, NC 28269
 Direct 704-599-7775
 Fax 704-599-7779

EXHIBIT "C"

QUOTATION

S NATURES TABLE
O 9200 113TH ST
L SEMINOLE FL 33772
T
O

S NATURES TABLE
H 9200 113TH ST
I SEMINOLE FL 33772
P
T
O

NAME/PO# LISA

QUOTE #	DATE	CUSTOMER #	PHONE
01852578	8/03/16 13:29:12 CST	01106648	407-770-8103

SALES PERSON'S NAME
 KAREN KING EXT: FAX: 000-000-0000

QTY	UM	PART NO DESCRIPTION	UNIT WEIGHT	UNIT PRICE	TOTAL
1	EA	975223 GRILL, SANDWICH GROOVED 14X14 X-Ref APN#-1699743	88.0	565.00	565.00
1	EA	783854 BLENDER, w/SOUND COVER X-Ref APN#-1627256	20.0 Ship Direct	1,130.00	1,130.00
1	EA	867637 CONTAINER, 48 OZ W/BLADE & LID X-Ref APN#-2762128	2.2	109.00	109.00
1	EA	979674 TABLE, SAND PREP 27" 1 DR X-Ref APN#-1756949	212.0	1,210.00	1,210.00
1	EA	356351 OVEN, CONVECTION HALF SIZE 4PN Ship X-Ref APN#-5620026	63.0 Direct	1,055.00	1,055.00
1	EA	272947 RANGE, INDUCTION 120V 1800W X-Ref APN#-2943546	10.0	149.53	149.53
1	EA	933761 FOOD PROCESSOR 2.5QT ECONOMY X-Ref APN#-3709037	18.3	390.00	390.00
1	EA	869054 REFRIGERATOR 2 DOOR 49 CU FT X-Ref APN#-2775708	476.0	2,350.00	2,350.00

*** CONTINUED ***

US FOODS CULINARY E&S
 2217 DISTRIBUTION CENTER DR #B
 CHARLOTTE, NC 28269
 Direct 704-599-7775
 Fax 704-599-7779

QUOTATION

S NATURES TABLE
O 9200 113TH ST
L SEMINOLE FL 33772
T
O

S NATURES TABLE
H 9200 113TH ST
I SEMINOLE FL 33772
P
T
O

NAME/PO# LISA

QUOTE #	DATE	CUSTOMER #	PHONE
01852578	8/09/16 13:29:12 CST	01106648	407-770-8103

SALES PERSON'S NAME
 KAREN KING EXT: FAX: 000-000-0000

QTY	UM	DESCRIPTION	UNIT WEIGHT	UNIT PRICE	TOTAL
1	EA	/T2424CWP 4 WORKTABLE 24X24 X-Ref APN#-None	40.0	77.00	77.00
		Ship Direct			
2	EA	841128 WARMER 1200 WATT 22 QT X-Ref APN#-8344376	20.4	107.27	214.54
4	EA	833787 WARMER 7 QT ROUND X-Ref APN#-5344361	8.7	125.75	503.00
1	EA	664270 MICROWAVE,1000 WATT DIAL CMPCT X-Ref APN#-5936590	32.0	250.00	250.00
1	EA	869063 FREEZER 2 DOOR 49 CUFT X-Ref APN#-2775799	476.0	2,950.00	2,950.00
		TOTAL WT	1,513.1		
		SUBTOTAL			10,953.07
		EST SHIPPING AND HANDLING			923.00
		TAX			831.32
		TOTAL			12,707.39

Quoted Prices will be honored until 9/01/16. Orders received after that date are subject to price review and possible change. Signature shall constitute customer acceptance of the above quotation, and shall become a bona fide order subject to credit approval. Shipping and handling charges and applicable sales tax are quoted separately unless otherwise specified.

Authorized Signature _____ Title _____ Date _____

EXHIBIT "D"
COMMENCEMENT DATE AGREEMENT

Re: Lease dated _____, 2016 between St. Petersburg College, Landlord, and ANF Services LLC dba Nature's Table, Tenant, concerning the commercial lease of space at the Seminole Campus. By executing lease, Tenant agrees to execute the commencement date agreement when Landlord can predict a date of completion of leasehold improvements.

In accordance with the subject Lease, we wish to advise and/or confirm as follows:

1. That the Premises have been accepted herewith by the Tenant as being substantially complete in accordance with the subject Lease, and that there is no deficiency in construction.
2. That the Tenant has possession of the Premises and acknowledges that under the provisions of the subject Lease, the term of said Lease shall commence, or has commenced, as of _____, 2016 for a term of three (3) years, ending on _____.
3. That in accordance with the subject Lease, first six (6) months rent are hereby waived. Therefore, the first rental payment shall be due March 1, 2017, and as set forth in this Agreement at Sections 3 and 4.
4. If the commencement date of the subject Lease is other than the first day of the month, the first billing will contain a pro rata adjustment. Each billing thereafter shall be for the full amount of the monthly installment as provided for in said Lease.
5. Rent is due and payable in advance on the first day of each and every month during the term of said Lease. Rent checks should be made payable to St. Petersburg College, attn.: Business Services, Leasing Department.

Landlord: _____

Tenant: _____

BY: _____

BY: _____

Name: _____

Its: _____

Initials:

EXHIBIT "E"

**BUILDING
RULES AND REGULATIONS**

1. Rules and Regulations. Tenant agrees to comply with and observe the rules and regulations set forth below. Tenant's failure to keep and observe said rules and regulations shall constitute a breach of the terms of the Lease in the manner as if the same were contained herein as covenants. Landlord reserves the right from time to time to amend or supplement said rules and regulations applicable to the Premises. Landlord may waive any one or more of these Rules and Regulations for the benefit of Tenant or any other tenant, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of Tenant or any other tenant, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all of the tenants of the Building. Any condition existing prior to the creation of a rule or regulation shall not be exempt from the operation of future rules or regulation.
2. Loading. All loading and unloading of goods, merchandise, supplies and fixtures shall be done only at such times, in the areas, and through the entrances designated for such purposes by Landlord.
3. Animals. No animals or pets may be brought on or are permitted to be in the Building or Premises, except Service Animals.
4. Antennas. No radio or television antennas or other similar devices shall be installed without first obtaining, in each instance, Landlord's written consent. No aerial shall be erected on the roof or exterior walls of the Premises, or on the grounds without, in each instance, Landlord's written consent. Any aerial so installed without such consent shall be subject to removal at any time without notice.
5. Noise. No loudspeakers, television, radio, music or other devices shall be used which cause noise to be heard outside the Premises or which exceed the City's noise ordinance. Tenant shall not make unreasonable noises, cause any vibrations to the Building, create disturbances or odors of any kind which emit from the Premises and which may be disruptive or offensive in anyway whatsoever to other tenants of the Building, their employees, agents, customers, or invitees.
6. Security. Tenant assumes full responsibility for protecting Premises from theft, robbery, and pilferage. Except during Tenant's normal business hours or whenever Tenant is using the Premises, Tenant shall keep all doors to the Premises locked and other means of entry secured. Doors shall not be left in a propped open position. Tenant shall provide Landlord with a passkey to Premises (for emergency repairs or inspections) and Tenant shall not change the locks to Premises without Landlord's approval. Landlord shall not be responsible for any lost or stolen property of any kind from Premises or public areas unless caused by Landlord and then only to the extent that the insurance required under the Lease is insufficient to cover such loss, after applicable deductible.
7. Expulsion. Landlord reserves the right to exclude or expel from the Building any person who, in Landlord's judgment, is intoxicated or under the influence of liquor or drugs or who is in violation of any of the Rules and Regulations of the Building.

Initials:

8. Plumbing. The plumbing facilities shall not be used for any other purpose than that for which they are constructed. No foreign substance of any kind shall be thrown in them, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant. Tenant shall not install any device or equipment to the water lines without Landlord's written approval.

9. Electrical Equipment. Tenant must obtain Landlord's prior written approval to install any equipment other than computers, typewriters, cash registers, adding machines, printers, dictating equipment, security devices, or devices to control lighting. Tenant may not use any power for operation of any equipment or device other than electricity.

10. Intentionally deleted

11. Storage. The Premises shall not be used as storage or warehouse space for any other business owned and operated by Tenant.

12. Signs. No sign, placard, picture, advertisement, name or notice visible from outside the Premises shall be installed or displayed on any part of the interior or exterior of the Building without the prior written consent of Landlord. Landlord shall have the right to remove, at Tenant's expense and without notice, any sign installed or displayed in violation of this rule. All approved signs or lettering on doors and walls shall be printed, painted, affixed or inscribed at the expense of Tenant by a person approved by Landlord, using materials, and in a style and format approved by Landlord.

13. Hazardous or Toxic Substances. Tenant shall not bring any hazardous, toxic, flammable, corrosive, explosive or poisonous substance onto Premises except as may be contained in common products sold to the general public (such as cleaning products) that are also consistent with Tenant's use and, if such are used, Tenant shall properly dispose of them so as not to contaminate any property on or away from the Building. Tenant shall be solely responsible for any liability arising from the violation of this rule and shall indemnify and hold Landlord harmless, including reasonable attorney's fees, as to such matters.

14. Trash Disposal: Janitorial services, including trash disposal are provided during the evenings, Monday through Friday. **Tenant will share in their prorated share of such services. Tenant shall be responsible for cleaning and removal of trash of the leased space, as well as using and keeping seating areas clean during hours of operation.**

15. Exterior Areas. The exterior areas immediately adjoining the Premises shall be kept clean and free from dirt and rubbish by Tenant to the satisfaction of Landlord and Tenant shall not place or permit any obstructions or merchandise in such areas. Tenant shall not install awnings or structures of any kind on the exterior of the Building.

16. Installations. Tenant will refer to Landlord all contractors or installation technicians rendering any service for Tenant for Landlord's supervision and approval before performance of any contractual services including, but not limited to, installation of telephones, electrical devices and attachments, and installations of any kind affecting floors, walls, woodwork, trim, windows, ceilings, equipment or other physical portions or services of the Building. Any heavy or unusual item may be installed only with Landlord's prearranged consent. Landlord may designate placement of such items for weight load factors.

17. No Solicitation. Tenant shall not solicit business in or hold demonstrations in the parking areas or Common Areas nor distribute any handbills or other advertising matter to, in, or upon any automobiles

Initials:

located in parking areas or in Common Areas except with prior written consent of the Landlord. Canvassing, soliciting and distribution of handbills or any other written material and peddling in the Building are prohibited, and each tenant shall cooperate to prevent same. Tenant shall not make any room-to-room solicitation of business from other tenants in the Building.

18. Vending Machines. Tenant shall not install, maintain or operate upon the Premises any vending machine without the written consent of Landlord.

19. Safety Compliance. Tenant shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.

Initials:

EXHIBIT "F"
ACADEMIC CALENDAR

Initials:

LEASE ADDENDUM

THIS ADDENDUM dated _____, is hereby agreed to and made a part of that certain lease agreement dated _____, by and between St. Petersburg College, herein designated "Landlord" and ANF Services LLC, dba Nature's Table, herein designated "Tenant" (the "Lease").

WHEREAS the parties hereto agree to the following terms and conditions, and to amend certain provisions as described herein, in reference to the above mentioned Lease:

1. Hours of Operation – Hours of operation shall be 7 am to 7 pm, Monday through Thursday, and 7 am to 3:30 pm on Friday. Any changing of hours will be negotiated with Landlord if needed.

All other terms and conditions of the Lease shall remain in full force and effect.

INTENTIONALLY LEFT BLANK

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

Initials:

Signed, sealed and delivered
in the presence of:

SIGNATURE

NAME

SIGNATURE

NAME

Signed, sealed and delivered

SIGNATURE

NAME

SIGNATURE

NAME

Landlord:

BY: _____

Tenant:

BY: _____

Its: _____

Initials:

LEASE
BETWEEN
ANF SERVICES LLC, dba NATURE'S TABLE
AS TENANT
AND
ST. PETERSBURG COLLEGE
AS LANDLORD

Initials:

LEASE

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Initials:

COMMERCIAL (FOOD SERVICE) LEASE

THIS LEASE made and entered into this 1st day of September, 2016, by and between the Board of Trustees St. Petersburg College, a Florida state college, herein designated "Landlord" (Board of Trustees, St. Petersburg College, PO Box 13489, St. Petersburg, Florida, 33733), and ANF Services LLC (Nature's Table), a Florida limited liability company whose mailing address is PO Box 47813, St. Petersburg, FL 33743, herein designated "Tenant". In this regard, Landlord does hereby lease and deliver to Tenant, and Tenant does hereby lease, hire, and accept from Landlord, that certain retail space located at (the "Building"), as further described herein below:

1. **PREMISES:** The leased space utilized by Tenant is located in the Caruth Health Education Center, on the Health Education Center Campus, 7200 66th Street N, Pinellas Park, FL 33781, and shall include 3115 square feet of floor area together with all fixtures and improvements associated therewith, of which a space of 607 sq. feet shall be leased for exclusive use by the Tenant for restaurant cooking and counter service. Tenant will be charged rent on 607 SF of space. See Exhibit A for floor plan of leased space.

2. **TERM:**

A. The term of this Lease (herein called "Lease Term") shall be for a period of three (3) years, and shall commence on the 1st day of September, 2016 (the "Commencement Date"). The Lease Term shall expire 5:00 p.m. on August 31, 2019 (the "Termination Date"). The Commencement Date may be modified where mutually agreed upon pursuant to the Commencement Date Agreement, Exhibit D. Tenant shall have an option to renew this Lease for an additional three one (1) year terms, by giving 120 days prior written notice before the Termination Date.

B. Landlord and Tenant shall be bound by the terms and conditions of the Lease, and such terms and conditions are in full force and effect, on the date upon which the Lease is fully executed by Landlord and Tenant (the "Effective Date").

C. Landlord will be deemed to have delivered possession of the Premises to Tenant on the Commencement Date or install in the Premises the improvements to be constructed or installed by Landlord according to the Workletter. If no Workletter is attached to this Lease, it will be deemed that Landlord delivered to Tenant possession of the Premises as is in its present condition on the Commencement Date. Tenant acknowledges that neither Landlord nor its agents or employees have made any representations or warranties as to the suitability or fitness of the Premises for the conduct of Tenant's business or for any other purpose, nor has Landlord or its agents or employees agreed to undertake any alterations or construct any Tenant improvements to the Premises except as expressly provided in this Lease and the Workletter. If for any reason Landlord cannot deliver possession of the Premises to Tenant on the Commencement Date, this Lease will not be void or voidable, and Landlord will not be liable to Tenant for any resultant loss or damage.

D. Prior to the Premises being ready for occupancy by Tenant, Landlord shall furnish to Tenant a Commencement Date Agreement in the form attached as Exhibit "D" and made a part hereof, said Agreement setting forth the specific Commencement Date for this Lease as hereinabove determined. Tenant shall execute the Commencement Date Agreement and immediately return a signed copy to Landlord within forty-eight (48) hours of receipt.

Initials:

E. If Tenant is permitted entry to the Premises prior to the Commencement Date for the purpose of installing fixtures or any other purpose permitted by Landlord, the early entry will be at Tenant's sole risk and subject to all the terms and provisions of this Lease as though the Commencement Date had occurred, except for the payment of Rent, which will commence on the Commencement Date. Tenant, its agents, or employees will not interfere with or delay Landlord's completion of construction of the improvements. All rights of Tenant under this Paragraph 2(E) will be subject to the requirements of all applicable Building codes, zoning requirements, and federal, state, and local laws, rules, and regulations, so as not to interfere with Landlord's compliance with all laws, including the obtaining of a certificate of occupancy for the Premises. Landlord has the right to impose additional conditions on Tenant's early entry that Landlord, in its reasonable discretion, deems appropriate, including without limitation an indemnification of Landlord and proof of insurance, and will further have the right to require that Tenant execute an early entry agreement containing those conditions prior to Tenant's early entry.

F. Landlord may terminate this Agreement for without cause and without penalty upon 90 days written notice to Tenant. If Landlord terminates this Agreement prior to the end of the initial three (3) year term then Tenant shall be entitled to the remaining payments due under Clause 4 of this agreement.

3. **BASE RENT:**

A. Throughout the Term of this lease, Tenant will pay Monthly Rent to Landlord as rent for the Premises. Monthly Rent will be paid in advance on or before the first day of each calendar month of the Term. If the Term commences on a day other than the first day of a calendar month or ends on a day other than the last day of a calendar month, then monthly rent will be appropriately prorated by Landlord based on the actual number of calendar days in such month. If the Term commences on a day other than the first day of a calendar month, then the prorated monthly rent for such month will be paid on or before the first day of the Term. The Monthly Rent is based on the rentable square footage of the Premises. Monthly Rent will be paid to Landlord, without written notice or demand, and without deduction or offset, in lawful money of the United States of America at Landlord's address, or to such other address as Landlord may from time to time designate in writing. In the event Landlord shall at any time or times accept said rent (or other payments) after it shall become due and payable, such acceptance shall not constitute a waiver of any of Landlord's rights hereunder or excuse such delay or delays on subsequent occasions.

B. The monthly base rent ("Base Rent") for the Lease Term shall be \$300.00 per month for the use of Premise, plus all applicable sales tax. However, Landlord agrees to waive Tenant's rent for the first six (6) months. Therefore, Tenant's obligation to pay rent under this agreement shall begin March 1, 2017 and shall continue every month thereafter for the duration of this agreement.

C. In addition, Tenant shall and hereby agrees to pay Landlord each month a sum equal to any sales tax, tax on rentals, and any other charges, taxes and/or impositions, now in existence or hereinafter imposed, based on the privilege of renting the space leased hereunder or upon the total amount of rental and other fees collected therefore, including Additional Rent as specified below. Nothing herein shall, however, be taken to require Tenant to pay any part of any Federal and State Taxes on income imposed upon Landlord.

Initials:

D. In the event Tenant's Monthly Rent and/or Additional Rent (as defined in Paragraph 3(B) of this Lease) payment is received after the fifth day of the month tenant shall promptly pay to Landlord, no later than at the time of the next monthly payment, a late charge equal to the greater of one hundred dollars (\$100.00) or ten percent (10%) of the Monthly Base Rent then. Such charge shall be due and payable without notice or demand, and Tenant agrees it represents a fair and reasonable estimate of the costs Landlord will incur by reason of the late payment by Tenant. The payment of such service charge in no way waives any other rights or remedies of Landlord resulting from a default hereunder. Additionally, interest shall accrue on any amount due by Tenant as rent hereunder at the rate of eighteen percent (18%) per annum.

4. RENT CREDIT:

A. Landlord agrees to relocate certain surplus kitchen equipment to the Caruth Health Education Center for Tenant to use during the term of the lease. This equipment shall remain the property of Owner/Landlord. The equipment shall be enumerated on Exhibit B.

B. Tenant agrees to purchase additional equipment necessary to run a traditional Nature's Table restaurant. The estimated cost, and in no case in excess of, to Tenant to purchase this additional equipment is \$9,000.00 for the Premises. See Exhibit C for itemized list of equipment purchased by Tenant and each item's cost.

C. Landlord agrees to purchase this equipment from Tenant over the three (3) year term of this Agreement. Following the six (6) month waiver of rent described in 3(B) of this agreement Landlord will apply a credit to Tenant's rent equal to 1/30th of the cost of the equipment each month for the remaining thirty (30) months of this Agreement. The credit, where applicable, will offset the rent as described in Section 3, herein, and applied as follows:

Equipment reimbursement of \$9,000 over 30 months = \$300 credit towards base rent

5. OPERATING EXPENSES, TAXES AND INSURANCE: Tenant shall pay all additional expenses associated with the Building, including but not limited to real estate taxes (if real estate taxes are imposed in the future Tenant shall pay their pro rata share of such taxes based on square footage.) Tenant shall at all times carry and maintain such required insurance as provided for in Section 16, herein.

6. LANDLORD'S SERVICES:

A. Landlord will maintain, repair and restore the structure of the Building including the roof, and any mechanical plumbing problem not related to Tenant's use.

B. Landlord will not be in default under this Lease or be liable to Tenant or any other person for direct or consequential damage, or otherwise, for any failure to supply any heat, air conditioning, elevator, cleaning, lighting, security; for surges or interruptions of electricity; or for other services Landlord has agreed to supply during any period when Landlord uses reasonable diligence to supply such services. Landlord will use reasonable efforts to diligently remedy any interruption in the furnishing of such services. Landlord reserves the right temporarily to discontinue such services at such times as may be necessary by reason of accident; repairs, alterations or improvements; strikes; lockouts; riots; acts of God; governmental preemption in connection with a national or local emergency; any rule, order, or regulation of any governmental

Initials:

agency; conditions of supply and demand that make any product unavailable; Landlord's compliance with any mandatory governmental energy conservation or environmental protection program, or any voluntary governmental energy conservation program at the request of or with consent or acquiescence of Tenant; or any other happening beyond the control of Landlord. Landlord will not be liable to Tenant or any other person or entity for direct or consequential damages resulting from the admission to or exclusion from the Building or Project of any person. In the event of invasion, mob, riot, public excitement, strikes, lockouts, or other circumstances rendering such action advisable in Landlord's sole opinion, Landlord will have the right to prevent access to the Building or Project during the continuance of the same by such means as Landlord, in its sole discretion, may deem appropriate, including without limitation locking doors and closing parking areas and other Common Areas. Landlord will not be liable for damages to person or property or for injury to, or interruption of, business for any discontinuance permitted under this Paragraph 6, nor will such discontinuance in any way be construed as an eviction of Tenant or cause an abatement of rent or operate to release Tenant from any of Tenant's obligations under this Lease.

7. **SECURITY DEPOSIT:** Intentionally deleted

8. **PERMITTED USE:** Tenant shall use and occupy the Premises only for and related uses as a restaurant, and shall not use or permit the use of the Premises for any other purpose without the prior written consent of Landlord. Tenant's use of the Premises shall not violate any ordinance, law or regulation of any governmental body or the rules and regulations of Landlord or cause an unreasonable amount of use of any of the services provided in the Building as determined in the sole discretion of Landlord. Tenant agrees to conduct its business in the manner and according to the generally accepted business principles of the business or profession in which Tenant is engaged. No use shall be made or permitted to be made upon the Premises, nor acts done, which will increase the existing rate of insurance upon the property, or cause cancellation of policies covering said property. Only Tenant shall actually occupy and use the Premises.

9. **LANDLORD'S WORK:** See workletter and equipment, Exhibit "B".

10. **TENANT'S WORK:** During the term of the Lease, should Tenant at its sole expense, wish to make improvements to the space, Tenant shall be bound by, and agree to adhere to, Landlord's requirements as shown in the attached Exhibit "C" of this Lease. Tenant shall submit to Landlord a description of proposed work to be approved by Landlord prior to installation in accordance with the terms of Exhibit "C". Tenant shall submit to Landlord a detailed plan of the space to be approved in writing by landlord.

11. **TENANT'S CARE OF PREMISES:**

A. Tenant will take good care of the Premises and the fixtures and appurtenances therein, and will suffer no active or permissive waste or injury thereof. Tenant shall maintain the Premises in a clean, neat, and orderly condition to current health department standards. Tenant shall be responsible at all time for keeping their leased space clean to current health department standards and shall empty their trash as needed. Tenant shall be responsible for their prorata share of cleaning windows, coverings, and shampooing of carpeting and cleaning of floor located in the Premises, daily janitorial services and pest control (Tenant shall provide a copy of the pest control agreement and provide notice when service is occurring) as well as the painting and decorating of the Premises so as to maintain the Premises in good condition, normal wear and tear excepted. Notwithstanding anything to the contrary herein, Tenant shall promptly repair to the satisfaction of Landlord any

Initials:

injury or damage to the Premises or Building caused by the misuse or neglect thereof by Tenant, or by persons permitted on the Premises by Tenant, or by Tenant moving in or out of the Premises. Any repairs not promptly made by Tenant may be made by Landlord, and the cost of such repairs, together with a sum equal to fifteen percent (15%) of said costs for overhead and administration, shall be immediately due and payable by Tenant to Landlord and collectable as Additional Rent.

B. Tenant will not, without Landlord's written consent, which consent shall not be unreasonably withheld, make alterations, additions or improvements in or about the Premises, except for the inclusion or placement of decorative items, moveable furniture and kitchen equipment, and will not do anything to or on the Premises which will increase the rate of fire insurance on the Building. All alterations approved by Landlord (i) will be performed by contractors approved by Landlord and subject to conditions specified by Landlord (which may include requiring the posting of a mechanic's or material men's lien bond), and (ii) will require that Tenant obtain all applicable governmental permits and authorizations, and shall comply fully with all applicable laws, ordinances, and governmental regulations and with all applicable requirements of issuers issuing insurance with respect to the Premises, and shall see that any additional hazard relating to construction of the alteration or addition is fully covered by Tenant's comprehensive liability and employee's compensation insurance for the protection of Landlord. All alterations of a permanent nature made or installed by Tenant to the Premises shall become the property of Landlord at expiration of this Lease, but Landlord reserves the right to require Tenant to remove any improvements or additions made to the Premises by Tenant and to repair and restore the Premises to its condition prior to such alteration, additions or improvement. Tenant shall give advance notice to Landlord through the property manager of any supply deliveries or furnishing deliveries or removals which may require the use of the elevators or stairwells, or blocking or obstruction of hallways or entrances in the Building.

C. If Landlord has required Tenant to remove any or all alterations, additions, fixtures, and improvements that are made in or upon the Premises pursuant to this Paragraph 11 prior to the Termination Date, Tenant will remove such alterations, additions, fixtures, and improvements at Tenant's sole cost and will restore the Premises to the condition in which they were before such alterations, additions, fixtures, improvements, and additions were made, reasonable wear and tear excepted. All property of Tenant remaining on the Premises after expiration of the Lease Term shall be deemed abandoned and may be removed, stored, or disposed of by Landlord, in its sole discretion.

D. All work by or for Tenant related to the installation of Tenant's furnishings, fixtures, or equipment in the Premises, shall be performed in accordance with the requirements as stated in the attached Exhibit "C" of this Lease.

E. Tenant shall not place or maintain any coin operated vending machines within the Premises or the Building.

F. Tenant agrees that all personal property brought into the Premises by Tenant, its employees, licensees and invitees shall be at the sole risk of Tenant, and Landlord shall not be liable for theft thereof or of money deposited therein or for any damages thereto, such theft or damage being the sole responsibility of Tenant.

G. Tenant shall indemnify Landlord and hold Landlord harmless from and against every claim or
Initials:

liability arising from any alteration or addition performed by Tenant, including but not limited to bodily injury (including death) and property damages, and including but not limited to mechanic's or similar liens, and shall make such arrangement Landlord may reasonably require to protect the Premises from mechanic's liens or similar liens.

12. MECHANIC'S LIENS: Nothing contained in this Lease and no action or inaction by Landlord shall be construed as (i) constituting the consent or request of Landlord, express or implied, to any contractor, subcontractor, laborer, material man or vender to or for the performance of any labor or services or the furnishings of any materials or other property for the construction, alteration addition, repair or demolition of or to the Leased Property or any part thereof or (ii) giving Tenant any right, power or permission to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would permit the making of any claim against Landlord in respect thereof or to make any agreement that may create, or in anyway be the basis for, any right, title, interest, lien, claim or other encumbrance upon the estate of Landlord in the Leased Property or any portion thereof. Tenant shall strictly comply with the Mechanics' Lien Law of the State of Florida as set forth in F.S. 713. Tenant will pay or cause to be paid all costs and charges for work (a) done by Tenant or caused to be done by Tenant, in or to the Premises, and (b) for all materials furnished for or in connection with such work. Tenant will indemnify Landlord against and hold Landlord, the Premises, and the Project free, clear, and harmless of and from all mechanics' liens and claims of liens, and all other liabilities, liens, claims, and demands on account of such work by or on behalf of Tenant, other than work performed by Landlord pursuant to the Workletter. If any such lien, at any time, is filed against the Premises or any part of the Project, Tenant will cause such lien to be discharged of record within 10 days after the filing of such lien, except that if Tenant desires to contest such lien, it will furnish Landlord, within such 10-day period, security reasonably satisfactory to Landlord of at least 150% of the amount of the claim, plus estimated costs and interest, or comply with such statutory procedures as may be available to release the lien. If a final judgment establishing the validity or existence of a lien for any amount is entered, Tenant will pay and satisfy the same at once. If Tenant fails to pay any charge for which a mechanics' lien has been filed, and has not given Landlord security as described above, or has not complied with such statutory procedures as may be available to release the lien, Landlord may, at its option, pay such charge and related costs and interest, and the amount so paid, together with reasonable attorneys' fees incurred in connection with such lien, will be immediately due from Tenant to Landlord as Additional Rent. Nothing contained in this Lease will be deemed the consent or agreement of Landlord to subject Landlord's interest in the Project to liability under any mechanics' or other lien law. If Tenant receives written notice that a lien has been or is about to be filed against the Premises or the Project, or that any action affecting title to the Project has been commenced on account of work done by or for or materials furnished to or for Tenant, it will immediately give Landlord written notice of such notice. At least 15 days prior to the commencement of any work (including but not limited to any maintenance, repairs, alterations, additions, improvements, or installations) in or to the Premises, by or for Tenant, Tenant will give Landlord written notice of the proposed work and the names and addresses of the persons supplying labor and materials for the proposed work. Landlord will have the right to give, record and post as appropriate, notices of non-responsibility or similar notices under any mechanic's lien laws now or hereafter existing, in order to protect the premises against any such liens. This section shall survive the termination of the Lease.

13. LANDLORD'S RIGHTS: Landlord shall have the following rights exercisable without notice to Tenant (except as expressly provided otherwise) and without being deemed an eviction or disturbance of Tenant's use or possession of the Premises, or giving rise to any claim for offset or abatement of rent:

Initials:

A. Matters Affecting View From Exterior. To designate or approve prior to installation all types of signs, window shades, blinds, drapes, awnings or other similar items and all internal lighting that may be visible from the exterior of the Premises (either from outside the building or from common areas within the Building). Tenant shall propose any such installations to Landlord thirty (30) days prior to installation, within which time Landlord shall notify Tenant of any corrections or disapprovals.

B. Access Changes. To change the arrangement of entrances, doors, corridors, and other access ways in the Building (including ingress and egress to the Building), provided that no such change shall materially or adversely affect access to the Premises.

C. Business Hours. To close the Building after normal business hours except that Tenant and its employees and invitees shall be entitled to admission, under such regulations as Landlord prescribes for security purposes. Hours of operation shall be delineated on a Lease Addendum, and days of operation will reflect the College's current Academic Calendar (Exhibit F) of the College and will be mutually acceptable to both the College and Tenant. In the event that the days and hours of operation are requested to be changed by the Tenant, such request must be submitted in writing to the campus Provost for approval.

D. Access. To take any and all reasonable measures, including inspections and repairs to the Premises or to the Building, as may be necessary or desirable for the operation or protection of the Building. Tenant shall allow Landlord access to the Premises for such purposes at reasonable times.

E. Keys. To maintain at all times master keys or pass keys to the Premises. If the Tenant changes any locks, Landlord must be provided with a key upon installation.

F. Structural Elements. To install and maintain pipes, ducts, conduits, wires, and other structural elements located in the Premises which serve other parts or other tenants of the Building.

14. ENTRY BY LANDLORD: Landlord, its agents, employees, and contractors may enter the Premises at any time in response to an emergency and at reasonable hours after giving twenty four (24) hours advance written notice to:

- (1) Inspect the Premises;
- (2) Exhibit the Premises to prospective purchasers, lenders, or tenants;
- (3) Determine whether Tenant is complying with all its obligations in this Lease;
- (4) Supply cleaning service and any other service to be provided by Landlord to Tenant according to this Lease;
- (5) Post written notices of non-responsibility or similar notices; or
- (6) Make repairs required of Landlord under the terms of this Lease or make repairs to any adjoining space or utility services or make repairs, alterations, or

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improvements to any other portion of the Building; however, all such work will be done as promptly as reasonably possible and so as to cause as little interference to Tenant as reasonably possible.

Tenant, by this Paragraph 14, waives any claim against Landlord, its agents, employees, or contractors for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or Quiet Enjoyment of the Premises, or any other loss occasioned by any entry in accordance with this Paragraph 14. Landlord will at all times have and retain a key with which to unlock all of the doors in, on, or about the Premises (excluding Tenant's vaults, safes, and similar areas designated in writing by Tenant in advance). Landlord will have the right to use any and all means Landlord may deem proper to open doors in and to the Premises in an emergency in order to obtain entry to the Premises, provided that Landlord will promptly repair any damages caused by any forced entry. Any entry to the Premises by Landlord in accordance with this Paragraph 14 will not be construed or deemed to be a forcible or unlawful entry into or a detainer of the Premises or an eviction, actual or constructive, of Tenant from the Premises or any portion of the Premises, nor will any such entry entitle Tenant to damages or an abatement of Monthly Rent, Additional Rent, or other charges that this Lease requires Tenant to pay.

15. INDEMNIFICATION OF LANDLORD: Except for any injury or damage to persons or property on the Premises that is proximately caused by or results proximately from the negligence or acts of Landlord, its employees, or agents, Tenant will neither hold nor attempt to hold Landlord, its employees, or agents liable for, and Tenant will indemnify and hold harmless Landlord, its employees, and agents from and against, any and all demands, claims, causes of action, fines, penalties, damages (including consequential damages), liabilities, judgments, and expenses (including without limitation reasonable attorneys' fees) incurred in connection with or arising from:

- (1) the use or occupancy or manner of use or occupancy of the Premises by Tenant or any person claiming under Tenant;
- (2) any activity, work, or thing done or permitted by Tenant in or about the Premises, the Building, or the Project;
- (3) any breach by Tenant or its employees, agents, contractors, or invitees of this Lease; and
- (4) any injury or damage to the person, property, or business of Tenant, its employees, agents, contractors, or invitees entering upon the Premises under the express or implied invitation of Tenant; and/or
- (5) any injury to any person or persons, including death, resulting at any time therefrom, occurring in or about the Premises not otherwise caused by, or resulting from, the fault or negligence of Landlord.

Without in any way limiting the above, the Tenant agrees to indemnify the Landlord from any and all liability which may arise or be claimed in favor of any persons, for injuries or damages to the person or property of any person arising from Tenant's use of the Premises and for any damage occasioned by or resulting from the breakage, leakage, or obstruction of the water, gas, sewer pipes or of the roof or rain ducts, or any fire sprinkler or other quenching system, or of other leakage or overflow, or from carelessness, negligence or improper conduct on the part of Tenant or the Tenant's employees, subtenant (if any), or

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agents. The Landlord shall not be liable for any damage, loss or injury by reason of water, rain, fire, storms or accidents or by reason of the acts of any other Tenants, and the Rents shall not be diminished or withheld by reason or account of any such loss or damage.

If any action or proceeding is brought against Landlord, its employees, or agents by reason of any such claim for which Tenant has indemnified Landlord, Tenant, upon written notice from Landlord, will defend the same at Tenant's expense, with counsel determined by Landlord.

Tenant, as a material part of the consideration to Landlord for this Lease, by this Paragraph 15 waives and releases all claims against Landlord, its employees, and agents with respect to all matters for which Landlord has disclaimed liability pursuant to the provisions of this Lease.

16. INSURANCE:

A. At all times during the Term, Tenant will carry and maintain, at Tenant's expense, the following insurance, with an insurance company that has an A.M. Best rating A VII or better, in the amounts specified below or such other amounts as Landlord may from time to time reasonably request, with insurance companies and on forms satisfactory to Landlord:

(1) Bodily injury and property damage liability insurance, with a combined single occurrence limit of not less than \$1,000,000. All such insurance will be equivalent to coverage offered by a commercial general liability form, including without limitation personal injury and contractual liability coverage for the performance by Tenant of the indemnity agreements set forth in Paragraph 15 of this lease;

(2) Insurance covering all of Tenant's furniture and fixtures, machinery, equipment, stock, and any other personal property owned and used in Tenant's business and found in, on, or about the Project, and any leasehold improvements to the Premises in excess of the allowance, if any, provided pursuant to the workletter in an amount not less than the full replacement cost. Property forms will provide coverage on a broad form basis insuring against "all risks of direct physical loss." All policy proceeds will be used for the repair or replacement of the property damaged or destroyed; however, if this Lease ceases under the provisions of Paragraph 19, Tenant will be entitled to any proceeds resulting from damage to Tenant's furniture and fixtures, machinery, equipment, stock, and any other personal property;

(3) Worker's compensation insurance insuring against and satisfying Tenant's obligations and liabilities under the worker's compensation laws of the State in which the Premises are located, including employer's liability insurance in the limits required by the laws of the State in which the Project is located; and

(4) If Tenant operates owned, hired, or non-owned vehicles on the Project, comprehensive automobile liability at a limit of liability not less than \$500,000 combined bodily injury and property damage.

The insurance coverages and amounts in this Paragraph 16(A) will be reasonably determined by Landlord.

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B. Certificates of insurance, together with copies of the endorsements, when applicable, naming Landlord and any others specified by Landlord as additional insureds, will be delivered to Landlord prior to Tenant's occupancy of the Premises and from time to time at least 10 days prior to the expiration of the Term of each such policy. All commercial general liability or comparable policies maintained by Tenant will name Landlord and such other persons or firms as Landlord specifies from time to time as additional insureds, entitling them to recover under such policies for any loss sustained by them, their agents, and employees as a result of the negligent acts or omissions of Tenant. All such policies maintained by Tenant will provide that they may not be terminated nor may coverage be reduced except after 30 days' prior written notice to Landlord. All commercial general liability and property policies maintained by Tenant will be written as primary policies, not contributing with and not supplemental to the coverage that Landlord may carry.

C. Landlord and Tenant each waive any and all rights to recover against the other or against any other Tenant or occupant of the Project, or against the officers, directors, shareholders, partners, joint venturers, employees, agents, customers, invitees, or business visitors of such other party or of such other Tenant or occupant of the Project, for any loss or damage to such waiving party arising from any cause covered by any property insurance required to be carried by such party pursuant to this Paragraph 16 or any other property insurance actually carried by such party to the extent of the limits of such policy. Landlord and Tenant from time to time will cause their respective insurers to issue appropriate waiver of subrogation rights endorsements to all property insurance policies carried in connection with the Project or the Premises or the contents of the Project or the Premises. Tenant agrees to cause all other occupants of the Premises claiming by, under, or through Tenant to execute and deliver to Landlord such a waiver of claims and to obtain such waiver of subrogation rights endorsements.

D. Landlord, its agents, and employees make no representation that the limits of liability specified to be carried by Tenant pursuant to this Paragraph 16 are adequate to protect Tenant. If Tenant believes that any of such insurance coverage is inadequate, Tenant will obtain such additional insurance coverage as Tenant deems adequate, at Tenant's sole expense.

17. REQUIREMENTS OF LAW; FIRE INSURANCE/HAZARDOUS MATERIALS:

A. At its sole cost and expense, Tenant will promptly comply with all laws, statutes, ordinances, and governmental rules, regulations, or requirements now in force or in force after the Lease Date, including without limitation requirements of the Americans with Disabilities Act, with the requirements of any board of fire underwriters or other similar body constituted now or after this date, with any direction or occupancy certificate issued pursuant to any law by any public officer or officers, as well as with the provisions of all recorded documents affecting the Premises, insofar as they relate to the condition, use, or occupancy of the Premises, excluding requirements of structural changes to the Premises or the Building, unless required by the unique nature of Tenant's use or occupancy of the Premises.

B. For purposes of this lease, "Hazardous Materials" means any explosives, radioactive materials, hazardous wastes, or hazardous substances, including without limitation substances defined as "hazardous substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601-9657; the Hazardous Materials Transportation Act of 1975, 49 U.S.C. §§ 1801-1812; the Resource Conservation and Recovery

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Act of 1976, 42 U.S.C. §§ 6901-6987; or any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Materials, waste, or substances now or at any time hereafter in effect (collectively, "Hazardous Materials Laws").

(1) Tenant will not cause or permit the storage, use, generation, or disposition of any Hazardous Materials in, on, or about the Premises or the Project by Tenant, its agents, employees, or contractors. Tenant will not permit the Premises to be used or operated in a manner that may cause the Premises or the Project to be contaminated by any Hazardous Materials in violation of any Hazardous Materials Laws. Tenant will immediately advise Landlord in writing of (1) any and all enforcement, cleanup, remedial, removal, or other governmental or regulatory actions instituted, completed, or threatened pursuant to any Hazardous Materials Laws relating to any Hazardous Materials affecting the Premises; and (2) all claims made or threatened by any third party against Tenant, Landlord, or the Premises relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from any Hazardous Materials on or about the Premises. Without Landlord's prior written consent, Tenant will not take any remedial action or enter into any agreements or settlements in response to the presence of any Hazardous Materials in, on, or about the Premises.

(2) Tenant will be solely responsible for and will defend, indemnify and hold Landlord, its agents, and employees harmless from and against all claims, costs, and liabilities, including attorneys' fees and costs, arising out of or in connection with Tenant's breach of its obligations in this Paragraph 17. Tenant will be solely responsible for and will defend, indemnify, and hold Landlord, its agents, and employees harmless from and against any and all claims, costs, and liabilities, including attorneys' fees and costs, arising out of or in connection with the removal, cleanup, and restoration work and materials necessary to return the Premises and any other property of whatever nature located on the Project to their condition existing prior to the appearance of Tenant's Hazardous Materials on the Premises. Tenant's obligations under this Paragraph 17 will survive the expiration or other termination of this Lease.

C. Tenant will not do or permit to be done any act or thing upon the Premises or the Project which would (a) jeopardize or be in conflict with fire insurance policies covering the Project and fixtures and property in the Project; (b) increase the rate of fire insurance applicable to the Project to an amount higher than it otherwise would be for general office use of the Project; or (c) subject Landlord to any liability or responsibility for injury to any person or persons or to property by reason of any business or operation being carried on upon the Premises.

18. CONDEMNATION: If the Premises or any portion thereof shall be taken under power of eminent domain, this Lease shall automatically terminate as of the date of such taking. Tenant hereby assigns to Landlord any award which may be made in such taking, provided however, nothing contained herein shall be deemed to give Landlord any interest in nor require Tenant to assign to Landlord any award made to Tenant for the taking of Tenant's personal property and fixtures, nor for the interruption of or damage to, Tenant's business.

19. DESTRUCTION OF PREMISES: In the event of (a) partial destruction of the Premises or the Building in which the Premises are located during the Lease Term which requires repairs to either the

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Premises or the Building or (b) the Premises or the Building being declared unsafe or unfit for occupancy by any authorized public authority for any reason other than Tenant's act, use, or occupation, which declaration requires repair to either the Premises or the Building, Landlord shall make the repairs, provided that the damage is such, in Landlord's sole reasonable judgment, that under normal working conditions, repairs could be made within ninety (90) days, but partial destruction (including any destruction necessary in order to make repairs required by any declaration) shall in no way annul or void this Lease, except that Tenant shall be entitled to a proportionate reduction of rent while such repairs are being made; and such work or repair shall be commenced promptly after the nature of the damage and degree of repair required is determined, any necessary permits from governmental authorities are obtained, and if appropriate, insurance adjustments completed. The proportionate reduction is to be based upon the extent to which the making of repairs shall interfere with the business carried on by Tenant in the Premises. If the damage be such, in nature or extent, that repairs could not be made within ninety (90) days as aforesaid, either party may terminate this Lease by giving written notice to the other party and if neither party elects to terminate then Landlord shall proceed nonetheless to make same, this Lease continuing in full force and effect and the rent to be proportionately abated, as in this Paragraph provided. Any repairs undertaken by Landlord in accordance with the foregoing shall be substantially completed as soon as practicable. A total destruction (including any destruction required by any authorized public authority) of either the Premises or the Building shall terminate this Lease.

20. EVENTS OF DEFAULT: The following events are referred to, collectively, as "events of default" or, individually, as an "event of default":

- A.** Tenant defaults in the due and punctual payment of Rent, and such default continues for 5 days after written notice from Landlord; however, Tenant will not be entitled to more than 1 written notice for monetary defaults during any 12-month period, and if after such written notice any Rent is not paid when due, an event of default will be considered to have occurred without further notice;
 - B.** Tenant vacates or abandons the Premises;
 - C.** This Lease or the Premises or any part of the Premises are taken upon execution or by other process of law directed against Tenant, or are taken upon or subject to any attachment by any creditor of Tenant or claimant against Tenant, and said attachment is not discharged or disposed of within 15 days after its levy;
 - D.** Tenant files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state, or admits the material allegations of any such petition by answer or otherwise, or is dissolved or makes an assignment for the benefit of creditors;
 - E.** Involuntary proceedings under any such bankruptcy law or insolvency act or for the dissolution of Tenant are instituted against Tenant, or a receiver or trustee is appointed for all or substantially all of the property of Tenant, and such proceeding is not dismissed or such receivership or trusteeship vacated within 60 days after such institution or appointment;
 - F.** Tenant fails to take possession of the Premises on the Commencement Date of the Term;
or
 - G.** Tenant breaches any of the other agreements, terms, covenants, conditions, or rules and
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regulations that this Lease requires Tenant to perform, and such breach continues for a period of fifteen (15) days after written notice from Landlord to Tenant or, if such breach cannot be cured reasonably within such fifteen(15) day period, if Tenant fails to diligently commence to cure such breach within fifteen (15) days after written notice from Landlord and to complete such cure within fifteen (15)days thereafter.

21. REMEDIES OF LANDLORD ON DEFAULT OR BREACH BY TENANT:

A. If any one or more events of default set forth in Paragraph 20 occurs then Landlord has the right, at its election:

(1) To give Tenant written notice of Landlord's intention to terminate this Lease on the earliest date permitted by law or on any later date specified in such notice, in which case Tenant's right to possession of the Premises will cease and this Lease will be terminated, except as to Tenant's liability, as if the expiration of the Term fixed in such notice were the end of the Term;

(2) Without further demand or notice, to reenter and take possession of the Premises or any part of the Premises, repossess the same, expel Tenant and those claiming through or under Tenant, and remove the effects of both or either, using such force for such purposes as may be necessary, without being liable for prosecution, without being deemed guilty of any manner of trespass, and without prejudice to any remedies for arrears of monthly rent or other amounts payable under this Lease or as a result of any preceding breach of covenants or conditions; or

(3) Without further demand or notice to cure any event of default and to charge Tenant for the cost of effecting such cure, including without limitation reasonable attorneys' fees and interest on the amount so advanced at the highest legal rate allowed by law, provided that Landlord will have no obligation to cure any such event of default of Tenant.

(4) Should Landlord elect to reenter as provided in subsection (2), or should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided by law, Landlord may, from time to time, without terminating this Lease, relet the Premises or any part of the Premises in Landlord's or Tenant's name, but for the account of Tenant, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Term) and on such conditions and upon such other terms (which may include concessions of free rent and alteration and repair of the Premises) as Landlord, in its reasonable discretion, may determine, and Landlord may collect and receive the rent. Landlord will in no way be responsible or liable for any failure to relet the Premises, or any part of the Premises, or for any failure to collect any rent due upon such reletting. No such reentry or taking possession of the Premises by Landlord will be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention is given to Tenant. No written notice from Landlord under this Section or under a forcible or unlawful entry and detainer statute or similar law will constitute an election by Landlord to terminate this Lease unless such notice specifically so states. Landlord reserves the right following any such reentry or reletting to exercise its right to terminate this Lease by giving Tenant such written notice, in which event this Lease will terminate as specified in such notice.

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(5) If any event of default occurs, the Landlord shall have the right, at its option, to declare (accelerate) the rents for the entire remaining Term and the rents and other indebtedness, if any, shall be immediately due and payable without regard to whether possession shall have been surrendered to or taken by the Landlord, and Landlord may commence action immediately thereupon and recover judgment therefor.

(6) During the period of any litigation between Landlord and Tenant regarding this Lease, whether or not Tenant shall have claimed payment of rent as a defense, Tenant shall be required to post with the Registry of the Court all past-due Rents and additional Rents as they come due. Tenant's failure to post such rents with the Court shall be grounds for the entry of an immediate order entitling Landlord to possession of the Premises forthwith.

B. In the event that Landlord does not elect to terminate this Lease as permitted in Paragraph 21(A)(1), but on the contrary elects to take possession as provided in Paragraph 21(A)(2), Tenant will pay to Landlord monthly Rent and other sums as provided in this Lease that would be payable under this Lease if such repossession had not occurred, less the net proceeds, if any, of any reletting of the Premises after deducting all of Landlord's reasonable expenses in connection with such reletting, including without limitation all repossession costs, brokerage commissions, attorneys' fees, expenses of employees, alteration and repair costs, and expenses of preparation for such reletting. If, in connection with any reletting, the new Lease term extends beyond the existing Term, or the Premises covered by such new Lease include other Premises not part of the Premises, a fair apportionment of the rent received from such reletting and the expenses incurred in connection with such reletting as provided in this Section will be made in determining the net proceeds from such reletting, and any rent concessions will be equally apportioned over the Term of the new Lease. Tenant will pay such rent and other sums to Landlord monthly on the day on which the monthly rent would have been payable under this Lease if possession had not been retaken, and Landlord will be entitled to receive such rent and other sums from Tenant on each such day.

C. If this Lease is terminated on account of the occurrence of an event of default, Tenant will remain liable to Landlord for damages in an amount equal to monthly Rent and other amounts that would have been owing by Tenant for the balance of the Term, had this Lease not been terminated, less the net proceeds, if any, of any reletting of the Premises by Landlord subsequent to such termination, after deducting all of Landlord's expenses in connection with such reletting, including without limitation the expenses enumerated in Paragraph 21(B). Landlord will be entitled to collect such damages from Tenant monthly on the day on which monthly Rent and other amounts would have been payable under this Lease if this Lease had not been terminated, and Landlord will be entitled to receive such monthly Rent and other amounts from Tenant on each such day. Alternatively, at the option of Landlord, in the event this Lease is so terminated, Landlord will be entitled to recover against Tenant as damages for loss of the bargain and not as a penalty:

(1) The worth at the time of award of the unpaid Rent that had been earned at the time of termination;

(2) The worth at the time of award of the amount by which the unpaid Rent that would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided;

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(3) The worth at the time of award of the amount by which the unpaid Rent for the balance of the Term of this Lease (had the same not been so terminated by Landlord) after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided;

(4) Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom.

The "worth at the time of award" of the amounts referred to in clauses (a) and (b) above is computed by adding interest at the highest legal rate allowed by law on the date on which this Lease is terminated from the date of termination until the time of the award. The "worth at the time of award" of the amount referred to in Paragraph 23(C)(3) above is computed by discounting such amount at the discount rate of the United States Federal Reserve Bank, at the time of award plus 1%.

D. Any suit or suits for the recovery of the amounts and damages set forth in Paragraphs 21(B) and 21(C) may be brought by Landlord, from time to time, at Landlord's election, and nothing in this Lease will be deemed to require Landlord to await the date upon which this Lease or the Term would have expired had there occurred no event of default. Each right and remedy provided for in this Lease is cumulative and is in addition to every other right or remedy provided for in this Lease or now or after the Lease date existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Landlord of any one or more of the rights or remedies provided for in this Lease or now or after the Lease date existing at law or in equity or by statute or otherwise will not preclude the simultaneous or later exercise by Landlord of any or all other rights or remedies provided for in this Lease or now or after the Lease date existing at law or in equity or by statute or otherwise. All costs incurred by Landlord in collecting any amounts and damages owing by Tenant pursuant to the provisions of this Lease or to enforce any provision of this Lease, including reasonable attorneys' fees from the date any such matter is turned over to an attorney, whether or not one or more actions are commenced by Landlord, will also be recoverable by Landlord from Tenant.

E. Tenant waives any right of redemption arising as a result of Landlord's exercise of its remedies under this Paragraph 21.

22. LANDLORD'S DEFAULT: Landlord shall in no event be in default in the performance of any of its obligations under this Lease unless and until Landlord shall have failed to perform such obligations within thirty (30) days after receipt of written notice from Tenant of such default, or such additional time as is reasonably required to correct any such default, which notice must specify wherein Landlord has failed to perform any such obligations.

23. CONDITION UPON SURRENDER OF PREMISES: At the end of this Lease, Tenant will promptly quit and surrender the Premises broom-clean, in good order and repair, ordinary wear and tear excepted. If Tenant is not then in default, Tenant may remove from the Premises any trade fixtures, equipment, and movable furniture placed in the Premises by Tenant, whether or not such trade fixtures or equipment are fastened to the Building; Tenant will not remove any trade fixtures or equipment without Landlord's prior written consent if such fixtures or equipment are used in the operation of the Building, or if the removal of such fixtures or equipment will result in impairing the structural strength of the Building. Whether or not Tenant is in default, Tenant will remove such alterations, additions, improvements, trade

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fixtures, equipment, and furniture as Landlord has requested in accordance with Paragraph 11. Tenant will fully repair any damage occasioned by the removal of any trade fixtures, equipment, furniture, alterations, additions, and improvements. All trade fixtures, equipment, furniture, inventory, effects, alterations, additions, and improvements on the Premises after the end of the Term will be deemed conclusively to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord without written notice to Tenant or any other person and without obligation to account for them. Tenant will pay Landlord for all expenses incurred in connection with the removal of such property, including but not limited to the cost of repairing any damage to the Building or Premises caused by the removal of such property. Tenant's obligation to observe and perform this covenant will survive the expiration or other termination of this Lease.

24. MISCELLANEOUS:

A. RELOCATION/REDEVELOPMENT: Notwithstanding the foregoing, Landlord shall have the right to redevelop the Building and surrounding property. Landlord shall give Tenant a minimum of six (6) months' advance written notice of its intent to redevelop ("Redevelopment Notice"). If such redevelopment shall include a retail component compatible to Tenant's use, then Landlord agrees to offer to relocate Tenant to a comparable space in the redeveloped building. Should the redevelopment not include a compatible space, or should Tenant not agree within two (2) months after receipt of the Redevelopment Notice to be relocated, either party shall have the right to terminate the Lease. Failure by Tenant to provide a timely response to the Redevelopment Notice, or to agree to be relocated shall be deemed an election not to be relocated.

B. SIGNS: Tenant shall be permitted to purchase, at its sole cost and expense, standard signage as approved by Landlord. Landlord shall approve the placement of interior and exterior signage, including approval of any specifications and text.

C. ATTORNEY AND PARALEGAL FEES: In case suit should be brought for recovery of the Premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the Premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorney and paralegal fees, and including appellate and bankruptcy proceedings.

D. NOTICES: Any notice which either party may or is required to give, shall be given by mailing the same, certified mail return receipt requested, postage prepaid, to Tenant or Landlord at the address shown below, or at such other places as may be designated by the parties from time to time. Notices shall be deemed delivered three (3) days following deposit of same with the United States Postal Service if sent as hereinabove specified

Landlord: St. Petersburg College
General Counsel's Office, District Office
PO Box 13489.
St. Petersburg, FL 33733

Tenant: ANF Services LLC
Shadi Fackih
PO Box 47813
St. Petersburg, FL 33743

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E. HOLDING OVER: Tenant will have no right to remain in possession of all or any part of the Premises after the expiration or earlier termination of the Term. If Tenant remains in possession of all or any part of the Premises after the expiration or earlier termination of the Term, with the express or implied consent of Landlord: (a) such tenancy will be deemed to be a periodic tenancy from month-to-month only; (b) such tenancy will not constitute a renewal or extension of this Lease for any further Term; and (c) such tenancy may be terminated by Landlord upon the earlier of 30 days' prior written notice or the earliest date permitted by law. In such event, monthly Rent will be increased to an amount equal the greater of two times the Monthly Rent payable during the last month of the Term, and any other sums due under this Lease will be payable in the amount and at the times specified in this Lease. In addition to the payment of the increased Monthly Rent as set forth herein and all Additional Rent, Tenant shall be liable to Landlord for all costs, claims, losses or liabilities (including attorney's fees) which Landlord may incur as a result of Tenant's failure to surrender possession of the Premises to Landlord upon the expiration or earlier termination of this Lease. In no way shall the increased Monthly Rent set forth herein or any other monetary or nonmonetary requirements set forth in this Lease be construed to constitute liquidated damages for Landlord's loss resulting from Tenant's holdover. Such month-to-month tenancy will be subject to every other term, condition, and covenant contained in this Lease.

F. TIME: Time is of the essence of this Lease.

G. HEIRS, ASSIGNS, SUCCESSORS: This Lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

H. RULES AND REGULATIONS: Tenant shall abide by the rules and regulations (attached hereto as Exhibit "E") or as may be promulgated by Landlord from time to time provided by future rules and regulations do not hinder Tenant's use of the Premises. Violation of such rules and regulations, after notice and reasonable opportunity to cease or cure, pursuant to Paragraph 20 (G) shall constitute a breach of this Lease.

I. ESTOPPEL CERTIFICATE: Tenant shall execute an estoppel certificate requested by Landlord or any mortgagee of Tenant certifying to all material facts relevant to this Lease and Tenant's possession of the Premises within five (5) business days of request for same. If true, the estoppel certificate will certify that Tenant is in possession of the Premises, that this Lease is unmodified and in full effect (or, if modified, set forth the modifications), confirming through what date rent has been paid, and confirming that to Tenant's knowledge there is no existing default of Landlord or Tenant (or if any default, what is the nature of the default).

J. QUIET ENJOYMENT: Landlord covenants that upon Tenant's paying the Base Rent, Additional Rent, and any other sums due hereunder and observing and performing all the terms, covenants and conditions of this Lease on its part to be observed and performed, Tenant may peaceably and quietly enjoy the Premises, subject, nevertheless, to the terms and conditions of this Lease.

K. ACCORD AND SATISFACTION: No endorsement or statement on any check or in any letter accompanying any check in payment of Base Rent, Additional Rent or any other sums due from Tenant to Landlord shall be deemed as accord and satisfaction. Landlord may accept such

Initials:

check or payment without being subject to the terms of any such endorsement or statement and without prejudice to Landlord's right to recover the balance of all Base Rent, Additional Rent or any other charges due Landlord or Landlord's right to pursue any other remedy provided in this Lease.

L. **COUNTERCLAIM:** Intentionally omitted.

M. **WAIVER OF JURY TRIAL:** LANDLORD AND TENANT HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER, ON OR IN RESPECT TO ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT HEREUNDER, TENANT'S USE OR OCCUPANCY OF THE PREMISES, AND/OR CLAIM OF INJURY OR DAMAGES.

N. **FORCE MAJEURE:** Tenant shall be excused for the period of any delay and shall not be deemed in default with respect to the performance of any of the terms, covenants, and conditions of this Lease when prevented from so doing by a cause or causes beyond its control, which shall include, but shall not be limited to, all labor disputes, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, acts of God, or any other cause not within its reasonable control.

O. **RELATIONSHIP OF PARTIES:** The parties are only landlord and tenant and are not partners or in any other business relationship.

P. **COMPLIANCE:** Landlord and Tenant shall comply with any and all requirements of the county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to the Premises, and shall faithfully observe in the use of the Premises all municipal and county ordinances, and state and federal statutes now in force or which may hereafter be in force, and all regulations, orders and other requirements issued or made pursuant to any such ordinances and statutes. In addition, Tenant shall provide a fully charged fire extinguisher in Premises.

Q. **ASSIGNMENT AND SUBLETTING:** Tenant shall not assign this Lease or sublet any portion of the Premises without prior written consent of the Landlord whose consent shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Landlord, may terminate this Lease. The sale or transfer of a majority of Tenant's voting stock (if a corporation) or partnership interest (if a partnership) or the occupancy of the Premises by any successor firm of the Tenant or by any firm into which or with which the Tenant may become merged or consolidated shall not be deemed an assignment of this Lease requiring the prior written consent of Landlord.

R. **FLORIDA CONTRACT:** This Lease has been made under and shall be construed and interpreted under and in accordance with the laws of the State of Florida. Venue for any litigation arising hereunder shall be in Pinellas County, Florida or in the U.S. District Court for the Middle District of Florida, Tampa Division.

S. **EXHIBITS:** All exhibits to this Lease are by this provision incorporated into this Lease as a material part hereof.

Initials:

- T. BROKER:** Tenant warrants that it did not have dealings with any broker.
- U. LEASE NOT TO BE RECORDED:** Either party's recordation of this Lease or any memorandum or short form of it will be void and a default under this Lease.
- V. CORPORATE WARRANTIES BY TENANT:** If Tenant is a corporation, the parties executing the Lease on behalf of Tenant represent and warrant to Landlord, that:
- A. Tenant is a valid and existing corporation;
 - B. All things necessary to qualify Tenant to do business in the State of Florida have been accomplished prior to the date of the Lease;
 - C. All franchise and other corporate taxes have been paid to the date of the Lease;
 - D. All forms, reports, fees and taxes required to be filed or paid by such corporation have been filed or paid;
 - E. The certified copy of a corporate resolution so stating delivered to Landlord concurrently with the execution of the Lease.
- W. INTERPRETATION OF LEASE PROVISIONS:** The Lease shall be construed without regard to the identity of the person who drafted the various provisions hereof. Moreover, each and every provision of the Lease shall be construed as though all parties hereto participated equally in the drafting of the Lease. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable.
- X. NO WAIVER:** No waiver of any covenant or condition or the breach of any covenant or condition of the Lease shall be taken to constitute a waiver of any subsequent breach of such covenant or condition, not to justify or authorize the non-observance on any other occasion of the same or any other covenant or condition hereof; nor shall the acceptance of rent or other payment by the Landlord at any time when the Tenant is in default under any covenant or condition hereof be construed as a waiver of such default or of the Landlord's right to terminate the Lease on account of such default; nor shall any waiver or indulgence granted by the Landlord to the Tenant be taken as an estoppel against the Landlord, it being expressly understood that if at any time the Tenant shall be in default in any of its covenants or conditions hereunder, and acceptance by the Landlord of rental or other payment during the continuance of such default or the failure on the part of the Landlord promptly to avail itself of such other rights or remedies as the Landlord may have, shall not be construed as a waiver of such default, but the Landlord may at any time thereafter, if such default continues, terminate the Lease on account of such default in the manner provided for in the Lease.
- Y. 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. This notice is given pursuant to 404.056(8) Florida Statutes.

Initials:

Z. PARKING: N/A

AA. JOINT AND SEVERAL LIABILITY: If Tenant is composed of more than one signatory to this Lease, each signatory will be jointly and severally liable with each other signatory for payment and performance according to this Lease. The act of, written notice to, written notice from, refund to, or signature of any signatory to this Lease (including without limitation modifications of this Lease made by fewer than all such signatories) will bind every other signatory as though every other signatory had so acted, or received or given the written notice or refund, or signed.

BB. LIMITATION ON RECOURSE: Tenant specifically agrees to look solely to Landlord's interest in the Project for the recovery of any judgment from Landlord. It is agreed that Landlord (and its shareholders, venturers, and partners, and their shareholders, venturers, and partners and all of their officers, directors, and employees) will not be personally liable for any such judgments. The provisions contained in the preceding sentences are not intended to and will not limit any right that Tenant might otherwise have to obtain injunctive relief against Landlord or relief in any suit or action in connection with enforcement or collection of amounts that may become owing or payable under or on account of insurance maintained by Landlord.

CC. SEVERABILITY: If any provision of this Lease proves to be illegal, invalid, or unenforceable, the remainder of this Lease will not be affected by such finding, and in lieu of each provision of this Lease that is illegal, invalid, or unenforceable a provision will be added as a part of this Lease as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

DD. LIEN FOR RENT: Tenant hereby grants to Landlord a lien on all property of Tenant now or hereafter placed in or on the Premises and such other property shall be and remain subject to such lien of Landlord for payment of all rent and other sums agreed to be paid by Tenant herein or for services or costs relating to the Premises that the Tenant may hereafter agree to pay Landlord. Said lien shall be in addition to and cumulative of the Landlord's lien rights provided by law.

EE. LANDLORD'S FEES: Intentionally omitted.

FF. ENTIRE AGREEMENT /WRITTEN AMENDMENT REQUIRED: This Lease, the Exhibits and Addenda, if any, contain the entire agreement between Landlord and Tenant. No promises or representations, except as contained in this Lease, have been made to Tenant respecting the condition or the manner of operating the Premises, the Building, or the Project. No amendment, alteration, modification of, or addition to the Lease will be valid or binding unless expressed in writing and signed by Landlord and Tenant. Tenant agrees to make any modifications of the terms and provisions of this Lease required or requested by any lending institution providing financing for the Building, or Project, as the case may be, provided that no such modifications will materially adversely affect Tenant's rights and obligations under this Lease.

Initials:

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:

SIGNATURE

NAME

SIGNATURE

NAME

Signed, sealed and delivered

SIGNATURE

NAME

SIGNATURE

NAME

Landlord:

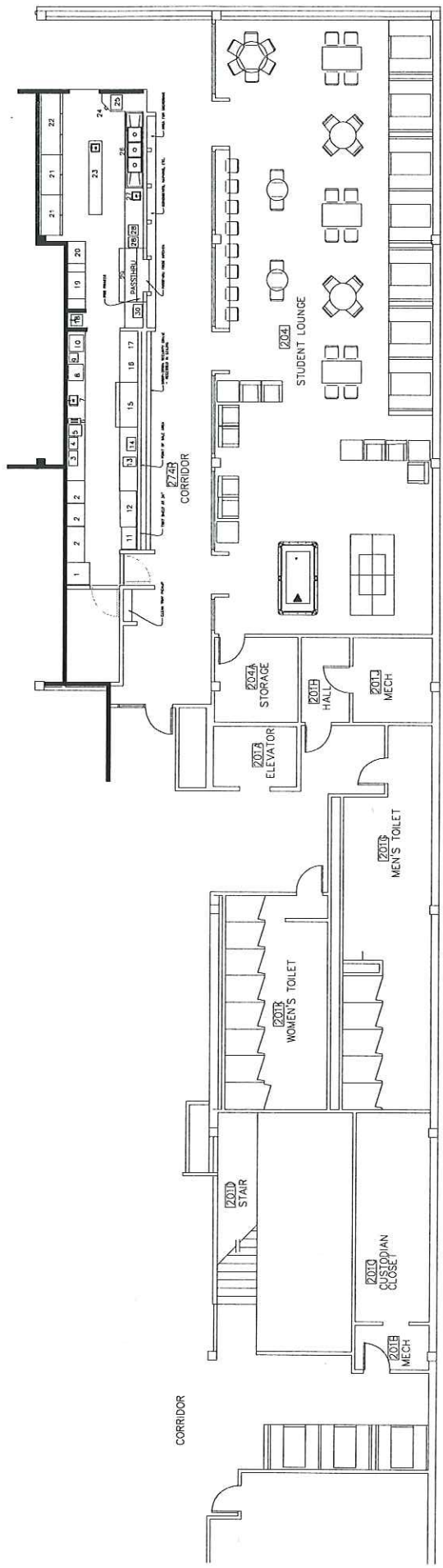
BY: _____

Tenant:

BY: _____

Its: _____

Initials:



ST. PETERSBURG COLLEGE
HEC CAFE & CORRIDOR

EXHIBIT "B"
Landlord's Workletter and Equipment List

1. Landlord will provide

Initials:

EXHIBIT "C"
Tenant's Work

Tenant's improvements to space shall meet the requirements listed below:

- (a) All tenant improvement plans and specifications for the work and for later alterations, additions, substitutions and improvements shall be submitted to the Landlord and preapproved by Landlord in writing.
- (b) No Premises work shall be initiated until Tenant shall have procured, so far as the same may be required by law from time to time, all permits, authorizations, reports and/or other necessary action of all municipal agencies and departments of governmental agencies and subdivisions having applicable jurisdiction;
- (c) All improvements shall be installed in compliance with all applicable permits and authorizations and building and zoning laws and with all other laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments, departments, commissions, boards and officers, and in accordance with applicable insurance requirements. All construction shall be done in conformity with all health and safety requirements and in a good and workmanlike manner;
- (d) Prior to the commencement of any work, and at Landlord's request, Tenant shall, at Tenant's expense, furnish to Landlord a payment and performance bond covering the cost of the work and the performance thereof;
- (e) All work shall be performed by duly licensed and qualified contractors and shall be approved by Landlord;
- (f) Tenant's work shall not at any time impede, or otherwise interfere with Landlord's work (as described in Exhibit "B" herein), or any other work being accomplished or performed by Landlord.
- (g) In connection with the completion of the work, (i) Tenant shall provide Landlord with sufficient proof that lien waivers have been obtained from all contractors, subcontractors, and material and labor suppliers performing work or providing labor in connection with the work; (ii) Tenant's architect shall have inspected the Premises and certified that the work has been completed in accordance with the approved plans and specifications; (iii) Tenant shall obtain a certificate of occupancy for the Premises, and (iv) Tenant's architect shall have issued a certificate of substantial completion which is in form and content customary in the industry. The general contractor shall be obligated to list as an attachment to the construction contract all contractors and subcontractors to be performing the work. The general contractor, shall be obligated to furnish Landlord with certificates of insurance with an insurance company that has an A.M. Best rating A VII naming Landlord and any other required entities as an additional insured which such policies shall include general liability insurance (occurrence form) as follows: \$2,000,000 Each Occurrence; \$2,000,000 Personal and Advertising Injury; \$2,000,000 Products/Completed Operations Aggregate; \$2,000,000 General Aggregate; \$100,000 Fire Damage (Any One Fire); \$5,000 Medical Expense (Any One Person) as well as evidence of adequate workman's compensation, and commercial automobile liability coverage, \$1,000,000 minimum combined single limit;

Initials:

(h) Landlord may file and record at the time of the execution of this Lease a notice of nonresponsibility or a similar notice as may be provided by law, so that whenever any work shall be undertaken by Tenant on the Premises no mechanic's lien or lien for materials or labor could attach to or affect the reversionary status or other estate, right or interest of Landlord in and to the Land;

(i) All nonfixtures goods, effects, personal property, business and trade fixtures, machinery and equipment owned by Tenant and installed at Tenant's expense, shall remain the personal property of Tenant and may be removed by Tenant at any time, and from time to time, during the Lease Term provided that any damage caused by such removal can be totally repaired and Tenant, in removing any of such property, does in fact repair all damage to the Premises and the Building caused by such removal;

(j) All alterations, additions, substitutions and improvements made and installed by Tenant pursuant to this Exhibit "C", shall be and remain Landlord's property and at no expense to the landlord, except the items referenced in subparagraph (i) of this Exhibit "C";

(k) Tenant shall pay or cause to be paid, before delinquency, any and all taxes levied or assessed and which become payable during the Lease Term upon the property of Tenant which is located in the Premises.

Initials:

US FOODS CULINARY E&S
 2217 DISTRIBUTION CENTER DR #B
 CHARLOTTE, NC 28269
 Direct 704-599-7775
 Fax 704-599-7779

EXHIBIT "C"

QUOTATION

SOLD TO
 NATURES TABLE
 SAINT PETE COLLEGE HEC
 7200 66TH ST N
 PINELLAS PARK FL 33781

SHIP TO
 NATURES TABLE
 SAINT PETE COLLEGE HEC
 7200 66TH ST N
 PINELLAS PARK FL 33781

NAME/PO# LISA

QUOTE #	DATE	CUSTOMER #	PHONE
01852580	8/02/16 11:35:42 CST	01106646	407-770-8103

SALES PERSON'S NAME
 KAREN KING EXT: FAX: 000-000-0000

QTY	UM	PART NO DESCRIPTION	UNIT WEIGHT	UNIT PRICE	TOTAL
1	EA	783854 BLENDER, w/SOUND COVER X-Ref APN#-1627256	20.0 Ship Direct	1,130.00	1,130.00
1	EA	867637 CONTAINER, 48 OZ w/BLADE & LID X-Ref APN#-2762128	2.2	109.00	109.00
1	EA	979674 TABLE, SAND PREP 27" 1 DR X-Ref APN#-1756949	212.0	1,261.40	1,261.40
1	EA	975223 GRILL, SANDWICH GROOVED 14X14 X-Ref APN#-1699743	88.0	565.00	565.00
1	EA	664270 MICROWAVE, 1000 WATT DIAL CMPCT X-Ref APN#-5936590	32.0	250.00	250.00
1	EA	272947 RANGE, INDUCTION 120V 1800W X-Ref APN#-2943546	10.0	149.53	149.53
1	EA	933761 FOOD PROCESSOR 2.5QT ECONOMY X-Ref APN#-3709037	18.3	390.00	390.00
1	EA	/XAF183 OVEN, CONVECTION FULL SIZE X-Ref APN#-None	119.0 Ship Direct	1,875.00	1,875.00

*** CONTINUED ***

US FOODS CULINARY E&S
 2217 DISTRIBUTION CENTER DR #B
 CHARLOTTE, NC 28269
 Direct 704-599-7775
 Fax 704-599-7779

QUOTATION

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 NATURES TABLE
 SAINT PETE COLLEGE HEC
 7200 66TH ST N
 PINELLAS PARK FL 33781

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 SAINT PETE COLLEGE HEC
 7200 66TH ST N
 PINELLAS PARK FL 33781

NAME/PO# LISA

QUOTE #	DATE	CUSTOMER #	PHONE
01852580	8/02/16 11:35:42 CST	01106646	407-770-8103

SALES PERSON'S NAME

KAREN KING EXT: FAX: 000-000-0000

QTY	UM	PART NO. DESCRIPTION	UNIT WEIGHT	UNIT PRICE	TOTAL
1	EA	/OST195 OVEN STAND, MOBILE X-Ref APN#-None	46.0	475.00	475.00
		Ship Direct			
1	EA	/CW1. REFRIG DROP IN COLD WELL X-Ref APN#-None	121.0	1,790.00	1,790.00
		Ship Direct			
TOTAL WT			668.5		
SUBTOTAL					7,994.93
EST SHIPPING AND HANDLING					514.04
TAX					595.63
TOTAL					9,104.60

Quoted Prices will be honored until 9/01/16. Orders received after that date are subject to price review and possible change. Signature shall constitute customer acceptance of the above quotation, and shall become a bona fide order subject to credit approval. Shipping and handling charges and applicable sales tax are quoted separately unless otherwise specified.

Authorized Signature _____ Title _____ Date _____

EXHIBIT "D"
COMMENCEMENT DATE AGREEMENT

Re: Lease dated _____, 2016 between St. Petersburg College, Landlord, and ANF Services LLC dba Nature's Table, Tenant, concerning the commercial lease of space at the Caruth Health Education Center. By executing lease, Tenant agrees to execute the commencement date agreement when Landlord can predict a date of completion of leasehold improvements.

In accordance with the subject Lease, we wish to advise and/or confirm as follows:

1. That the Premises have been accepted herewith by the Tenant as being substantially complete in accordance with the subject Lease, and that there is no deficiency in construction.
2. That the Tenant has possession of the Premises and acknowledges that under the provisions of the subject Lease, the term of said Lease shall commence, or has commenced, as of _____, 2016 for a term of three (3) years, ending on _____.
3. That in accordance with the subject Lease, first six (6) months rent are hereby waived. Therefore, the first rental payment shall be due March 1, 2017, and as set forth in this Agreement at Sections 3 and 4.
4. If the commencement date of the subject Lease is other than the first day of the month, the first billing will contain a pro rata adjustment. Each billing thereafter shall be for the full amount of the monthly installment as provided for in said Lease.
5. Rent is due and payable in advance on the first day of each and every month during the term of said Lease. Rent checks should be made payable to St. Petersburg College, attn.: Business Services, Leasing Department.

Landlord: _____

Tenant: _____

BY: _____

BY: _____

Name: _____

Its: _____

Initials:

EXHIBIT "E"

**BUILDING
RULES AND REGULATIONS**

1. Rules and Regulations. Tenant agrees to comply with and observe the rules and regulations set forth below. Tenant's failure to keep and observe said rules and regulations shall constitute a breach of the terms of the Lease in the manner as if the same were contained herein as covenants. Landlord reserves the right from time to time to amend or supplement said rules and regulations applicable to the Premises. Landlord may waive any one or more of these Rules and Regulations for the benefit of Tenant or any other tenant, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of Tenant or any other tenant, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all of the tenants of the Building. Any condition existing prior to the creation of a rule or regulation shall not be exempt from the operation of future rules or regulation.
2. Loading. All loading and unloading of goods, merchandise, supplies and fixtures shall be done only at such times, in the areas, and through the entrances designated for such purposes by Landlord.
3. Animals. No animals or pets may be brought on or are permitted to be in the Building or Premises, except Service Animals.
4. Antennas. No radio or television antennas or other similar devices shall be installed without first obtaining, in each instance, Landlord's written consent. No aerial shall be erected on the roof or exterior walls of the Premises, or on the grounds without, in each instance, Landlord's written consent. Any aerial so installed without such consent shall be subject to removal at any time without notice.
5. Noise. No loudspeakers, television, radio, music or other devices shall be used which cause noise to be heard outside the Premises or which exceed the City's noise ordinance. Tenant shall not make unreasonable noises, cause any vibrations to the Building, create disturbances or odors of any kind which emit from the Premises and which may be disruptive or offensive in anyway whatsoever to other tenants of the Building, their employees, agents, customers, or invitees.
6. Security. Tenant assumes full responsibility for protecting Premises from theft, robbery, and pilferage. Except during Tenant's normal business hours or whenever Tenant is using the Premises, Tenant shall keep all doors to the Premises locked and other means of entry secured. Doors shall not be left in a propped open position. Tenant shall provide Landlord with a passkey to Premises (for emergency repairs or inspections) and Tenant shall not change the locks to Premises without Landlord's approval. Landlord shall not be responsible for any lost or stolen property of any kind from Premises or public areas unless caused by Landlord and then only to the extent that the insurance required under the Lease is insufficient to cover such loss, after applicable deductible.
7. Expulsion. Landlord reserves the right to exclude or expel from the Building any person who, in Landlord's judgment, is intoxicated or under the influence of liquor or drugs or who is in violation of any of the Rules and Regulations of the Building.

Initials:

8. Plumbing. The plumbing facilities shall not be used for any other purpose than that for which they are constructed. No foreign substance of any kind shall be thrown in them, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant. Tenant shall not install any device or equipment to the water lines without Landlord's written approval.

9. Electrical Equipment. Tenant must obtain Landlord's prior written approval to install any equipment other than computers, typewriters, cash registers, adding machines, printers, dictating equipment, security devices, or devices to control lighting. Tenant may not use any power for operation of any equipment or device other than electricity.

10. Intentionally deleted

11. Storage. The Premises shall not be used as storage or warehouse space for any other business owned and operated by Tenant.

12. Signs. No sign, placard, picture, advertisement, name or notice visible from outside the Premises shall be installed or displayed on any part of the interior or exterior of the Building without the prior written consent of Landlord. Landlord shall have the right to remove, at Tenant's expense and without notice, any sign installed or displayed in violation of this rule. All approved signs or lettering on doors and walls shall be printed, painted, affixed or inscribed at the expense of Tenant by a person approved by Landlord, using materials, and in a style and format approved by Landlord.

13. Hazardous or Toxic Substances. Tenant shall not bring any hazardous, toxic, flammable, corrosive, explosive or poisonous substance onto Premises except as may be contained in common products sold to the general public (such as cleaning products) that are also consistent with Tenant's use and, if such are used, Tenant shall properly dispose of them so as not to contaminate any property on or away from the Building. Tenant shall be solely responsible for any liability arising from the violation of this rule and shall indemnify and hold Landlord harmless, including reasonable attorney's fees, as to such matters.

14. Trash Disposal: Janitorial services, including trash disposal are provided during the evenings, Monday through Friday. **Tenant will share in their prorate share of such services. Tenant shall be responsible for cleaning and removal of trash of the leased space, as well as busing and keeping seating areas clean during hours of operation.**

15. Exterior Areas. The exterior areas immediately adjoining the Premises shall be kept clean and free from dirt and rubbish by Tenant to the satisfaction of Landlord and Tenant shall not place or permit any obstructions or merchandise in such areas. Tenant shall not install awnings or structures of any kind on the exterior of the Building.

16. Installations. Tenant will refer to Landlord all contractors or installation technicians rendering any service for Tenant for Landlord's supervision and approval before performance of any contractual services including, but not limited to, installation of telephones, electrical devices and attachments, and installations of any kind affecting floors, walls, woodwork, trim, windows, ceilings, equipment or other physical portions or services of the Building. Any heavy or unusual item may be installed only with Landlord's prearranged consent. Landlord may designate placement of such items for weight load factors.

17. No Solicitation. Tenant shall not solicit business in or hold demonstrations in the parking areas or Common Areas nor distribute any handbills or other advertising matter to, in, or upon any automobiles

Initials:

located in parking areas or in Common Areas except with prior written consent of the Landlord. Canvassing, soliciting and distribution of handbills or any other written material and peddling in the Building are prohibited, and each tenant shall cooperate to prevent same. Tenant shall not make any room-to-room solicitation of business from other tenants in the Building.

18. Vending Machines. Tenant shall not install, maintain or operate upon the Premises any vending machine without the written consent of Landlord.

19. Safety Compliance. Tenant shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.

Initials:

EXHIBIT "F"
ACADEMIC CALENDAR

Initials:

LEASE ADDENDUM

THIS ADDENDUM dated _____, is hereby agreed to and made a part of that certain lease agreement dated _____, by and between St. Petersburg College, herein designated "Landlord" and ANF Services LLC, dba Nature's Table, herein designated "Tenant" (the "Lease").

WHEREAS the parties hereto agree to the following terms and conditions, and to amend certain provisions as described herein, in reference to the above mentioned Lease:

1. Hours of Operation – Hours of operation shall be 7 am to 7 pm, Monday through Thursday, and 7 am to 3:30 pm on Friday. Any changing of hours will be negotiated with Landlord if needed.

All other terms and conditions of the Lease shall remain in full force and effect.

INTENTIONALLY LEFT BLANK

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

Initials:

Signed, sealed and delivered
in the presence of:

SIGNATURE

NAME

SIGNATURE

NAME

Signed, sealed and delivered

SIGNATURE

NAME

SIGNATURE

NAME

Landlord:

BY: _____

Tenant:

BY: _____

Its: _____

Initials:
