

THIRD AMENDMENT TO LEASE AGREEMENT

This THIRD AMENDMENT TO LEASE AGREEMENT ("Third Amendment") dated June 13, 2022 ("Effective Date"), is made by and between **ORANGE CITY SDC, LLC, a Florida limited liability company** (as "Landlord") and **WORKFORCE DEVELOPMENT BOARD OF FLAGLER AND VOLUSIA COUNTIES, INC.**, a Florida not for profit corporation ("Tenant").

WHEREAS, Landlord (as successor in interest to Orange City Marketplace, LLC) and Tenant are parties to a Lease Agreement dated June 18, 2012 as amended, modified or supplemented by First Amendment to Lease Agreement dated June 25, 2012 and by Second Amendment to Lease Agreement dated September 15, 2017 (which Lease together with all modifications and addendums thereof, is hereinafter referred to as the "Lease") for the leased premises located at 846 Saxon Boulevard, Orange City FL 32763 ("Existing Premises") comprised of 13,500 square feet in the Orange City Marketplace;

WHEREAS, the Lease Term expires on October 15, 2022;

WHEREAS, Landlord and Tenant desire to make modifications to the terms of the Lease as more particularly set forth below;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

- 1) LEASE TERM.** The term of the Lease is hereby extended for a period of **sixty (60) months**, beginning on **October 16, 2022** and ending on **October 31, 2027** (the "**Additional Term**"). The Additional Term shall be on the same terms and conditions as set forth in the Lease, as amended hereby, other than the non-executory obligations of Landlord which have been fully performed. Notwithstanding anything in the Lease to the contrary, Tenant shall have no further right to renew or extend the term of the Lease. The term of the Lease shall include the Additional Term.
- 2) RENT SCHEDULE.** Tenant's Fixed Minimum Rent Schedule for the Additional Term is as follows:

Period	Fixed Minimum Rent Per Annum	Fixed Monthly Rent
10/15/2022 – 10/31/2023	\$135,000.00	\$11,250.00

Commencing on November 1, 2023, Fixed Minimum Rent will be increased by **5.0% per annum above the previous Fixed Minimum Rent**. Rent increases will occur on November 1, 2023 and every November 1 thereafter (the "Adjustment Date"). The adjustments shall become effective automatically. Failure of Landlord to automatically increase the Fixed Minimum Rent on the Adjustment Date shall not operate as a waiver or forfeiture of said right. Tenant will pay any unpaid portion of the Fixed Minimum Rent due for prior months immediately upon demand and thereafter will pay the adjusted monthly installments of Fixed Minimum Rent as required hereunder.

- 3) ADDITIONAL RENT.** Tenant shall continue to pay Additional Rent and, unless Tenant is exempt from Sales Tax, all Sales Tax on Fixed Minimum Rent and Additional Rent for the Premises in accordance with the terms and provisions of the Lease. Additional Rent for 2022 for the Premises is currently estimated to be \$4,927.50 per month.
- 4) NOTICE ADDRESS.** Landlord's address for notices is:

290 NW 165th Street PH2
Miami FL 33169
Tel: (305) 704-3107
Fax: (305) 704-3119

For notice of needed repairs:
Tel: (305) 704-3114
Fax: (305) 704-3118
Email: Tenants-CentralFL@saglo.com

Tenant's notice address is:

WORKFORCE DEVELOPMENT BOARD OF FLAGLER AND VOLUSIA COUNTIES, INC.
329 Bill France Blvd.
Daytona Beach, Florida 32114

- 5) AMENDMENTS TO LEASE.** The following provisions are added to the Lease; in the event of any inconsistency between the Lease and the following provisions, the following provisions shall control.

- A. INSURANCE.** Tenant agrees to maintain, during the Lease Term, at Tenant's sole cost and expense, commercial general liability insurance in standard form against claims for bodily injury or death or property damage, to any one person or persons, arising out of an occurrence in or upon the Premises, effective from the date Tenant enters into possession of the Premises and during the Lease Term. Such insurance shall have a combined single limit of not less than \$1,000,000 each occurrence; and \$2,000,000 general aggregate. Tenant shall also carry \$1,000,000 of umbrella coverage. Tenant shall also carry property damage insurance in an amount equal to full replacement cost of Tenant's business personal property, improvements and betterments and other property within the Premises (Tenant being solely responsible for insuring the same). Tenant shall also carry liquor liability insurance in the amounts provided for Tenant's commercial general liability policy (including coverage for assault and battery claims, defense costs, and mental/non-physical damage claims and coverage for employee of Tenant, Tenant's patrons and guests). Tenant shall also carry Business Interruption Insurance with limits of liability representing loss of at least twelve months of Tenant's business income from the Premises. Tenant and Tenant's contractors and subcontractors shall also carry the insurance required below. Tenant shall carry the worker's compensation insurance required by law as well as employer's liability coverage with limits of not less than \$500,000.00 each accident, and \$500,000.00 policy limit.

Tenant shall revise such amounts or maintain any other form of insurance, which Landlord or any mortgagee of the Premises or the Shopping Center shall reasonably require from time to time, in form, in amounts and for risks against which a prudent tenant would insure. Any insurance policies required hereunder (other than worker's compensation) shall name Landlord and Landlord's designees as additional insureds and shall provide that they may not be modified or terminated without thirty (30) days advance notice to Landlord. Tenant shall furnish to Landlord or Landlord's designee prior to taking possession of the Premises evidence of such insurance coverage by way of a certificate of insurance clearly evidencing each of the coverages and provisions set forth in this Section, naming Landlord and Landlord's designees as additional insureds and certificate holders. In the event of default by Tenant in delivering the certificate for any such insurance or in failing to pay the charges therefor, Landlord may, at its option, procure or pay the charges for any such policy or policies and charge the Tenant therefor as Additional Rent. The limits of insurance specified in this Section may be adjusted upward by Landlord in the event that Landlord shall determine that because of: (i) the lapse of time, (ii) any unexpected rates of inflation, (iii) the size of the Premises, (iv) the use of the Premises by Tenant or (v) for any reason similar to those specified in clauses (i) through (iv) immediately above in this paragraph, the limits specified offer inadequate protection to Landlord. All Insurance policies must be issued by a company rated A.M. Best A- rating and Financial Size Category (FSC) X or better and must be satisfactory to Landlord.

Tenant shall at all times during the term hereof, and at its cost and expense, maintain in effect policies of insurance covering all alterations made by or on behalf of Tenant and Tenant's fixtures and equipment located on the Premises, in an amount not less than their full replacement value, providing protection against any peril included within the standard classification of "All Risk Coverage," together with insurance against sprinkler damage, vandalism, theft, malicious mischief, wind and/or hurricane coverage and flood coverage. The proceeds of such insurance, so long as this Lease remains in effect, shall be used to repair or replace the alterations, fixtures and equipment so insured.

The insurance requirements pertaining to construction work undertaken by Tenant or its contractors or subcontractors at the Premises are as follows:

- i. Prior to initial entry into the Shopping Center and commencement of any work within the Premises or the installation of any signage as permitted hereunder Tenant's Contractors ("Contractor") shall provide Landlord with a certificate of insurance showing Landlord and Landlord's designees as additional insureds from companies satisfying the requirements set forth above with the coverage set forth on Schedule C-1 attached hereto and provide Landlord with a copy of the contractor's license for the county or city that the work is to be performed and worker's compensation insurance as required by state law.
- ii. Contractor is responsible for obtaining all the necessary permits from the appropriate Building Department. Contractor must provide copy of permit and Notice of Commencement before starting work on site. The Notice of Commencement must expressly state that the legal description is specifically limited to Tenant's interest in the Premises. Contractor must submit an unconditional Final Release of Lien for labor and materials from all sub-contractors and/or suppliers and if a Notice of Commencement was filed, then Contractor must also record a Notice of Termination in the public records. Contractor shall submit copy of final approval from the appropriate Building Department.

- B. SIGNAGE REMOVAL.** Tenant is responsible for the removal of and/or the cost of removing, all of Tenant's signage including but not limited to pylon signage, building façade signage, window lettering and any other signage related to Tenant's business prior to the expiration or earlier termination of this Lease (or, with respect to the pylon sign, at any time upon Landlord's request). Tenant shall immediately repair any damage to the Premises, the Shopping Center or the signage structure caused by such removal and replace its panel on any pylon sign with a white or other replacement panel designated by Landlord; such obligation expressly survives the termination or expiration of the Lease.

- C. UTILITIES AND SERVICES.** Tenant shall be solely responsible for and promptly pay all charges for water, gas, electricity, garbage collection, sewage disposal or any other utility used or consumed in the Premises which are separately metered. If any such charges are not paid when due, Landlord may consider this an event of default and Landlord may, at its option, pay the same, and any amount so paid by Landlord shall thereupon become immediately due to Landlord from Tenant as Additional Rent. Landlord shall have the right to require Tenant to obtain and install for the Premises, separate metering of any utility serving the Premises, and Tenant agrees to make payment directly to the utility company providing such service for all such separately metered utilities. In the event that any utility is provided to the Premises in common with other areas of the Shopping Center and without separate metering therefore, Tenant agrees to pay its equitable share of the cost of such utilities, as such shares shall be reasonably determined by Landlord, taking into account the relative square

footage of the areas served by such utility, and the intensity of use being made of such areas. Notwithstanding the foregoing requirements with respect to the installation of a separate meter, Landlord and Tenant acknowledge that a separate electrical meter is presently installed in the Premises. Should Landlord elect to supply the water, gas, electricity or any other utility used or consumed in the Premises, Tenant agrees to purchase and pay for the same as Additional Rent at the applicable rates filed by the Landlord with the proper regulatory authority. In no event, however, shall Landlord be liable for an interruption or failure in the supply of any such utilities to the Premises. Landlord is not responsible for the operating condition of any services such as, electricity, telephone, waste collection and water & sewer services. Tenant shall not install any equipment which exceeds the capacity of the utility lines leading into the Premises or the building of which the Premises constitute a portion.

Tenant shall be solely responsible for and shall promptly pay all charges for garbage and trash removal. In the event Landlord agrees or decides to supply any of the above utility services, or such other services, Tenant agrees to purchase and pay for the same as Additional Rent at the applicable rates charged by the other company or entity furnishing said service. In the event any garbage or refuse of Tenant causes any offensive noise or odors, as determined by Landlord's sole and absolute discretion, Tenant shall immediately abate said offensive noise or odor and remedy same to the satisfaction of Landlord. In the event Tenant fails to do so within ten (10) days after notice therefore by Landlord, Landlord may elect to treat such failure as an event of default under this Lease or may elect to use whatever means necessary to abate said offensive noise or odor or condition with the cost therefore being paid for by Tenant forthwith upon demand by Landlord. Landlord will provide garbage and refuse collection and all tenants are required to place all garbage and trash in Landlord's dumpsters, and Tenant will pay its proportionate share of the cost of garbage removal.

Landlord and Tenant shall not permit any obstructions or merchandise in such areas. Tenant shall not use the plumbing facilities for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown thereon, and the expense of any breakage, stoppage or damage resulting from a violation of this Section shall be borne by Tenant, who, may have caused or whose employees, agents or invitees shall have caused it.

- D. **RENT PAYMENTS.** Tenant shall make all rent payments to Landlord on or before the first (1st) day of each month.
- E. **MECHANICS LIENS.** Nothing contained in the Lease shall be construed as a consent on the part of Landlord to subject the estate of Landlord to liability under the Construction Lien Law of the State of Florida, it being expressly understood that the Landlord's estate shall not be subject to such liability. Tenant shall strictly comply with the Construction Lien Law of the State of Florida as set forth in Chapter 713, Florida Statutes or any other Florida Statutes. Tenant agrees to obtain and deliver to Landlord prior to the commencement of any work or alteration or the delivery of any materials, written and unconditional waivers of contractors' liens with respect to the Leased Premises and the Shopping Center and related areas for all work, service or materials to be furnished at the request or for the benefit of Tenant to the Leased Premises. Such waivers shall be signed by all architects, engineers, designers, contractors, subcontractors, materialmen and laborers to become involved in such work. Notwithstanding the foregoing, Tenant at its expense shall cause any lien filed against the Leased Premises or the Shopping Center and related areas for work, services or materials claimed to have been furnished to or for the benefit of Tenant to be satisfied or transferred to bond within ten (10) days after Tenant's having received notice thereof. In the event that Tenant fails to satisfy or transfer to bond such claim of lien a within said ten (10) day period, Landlord may do so and thereafter charge Tenant as Additional Rent, all costs incurred by Landlord in connection with the satisfaction or transfer of such claim, including attorneys' fees and an administrative charge not exceeding fifteen percent (15%) of all sums incurred by Landlord in the satisfaction or transfer of such claim. Further, Tenant shall indemnify, defend and save the Landlord harmless from and against any damage to and loss incurred by Landlord as a result of any such contractor's claim of lien. If so requested by Landlord, Tenant shall execute a short form or memorandum of this Lease, which may, in Landlord's sole discretion be recorded in the Public Records of Orange County for the purpose of protecting Landlord's estate from contractors' claim of lien, as provided in Chapter 713.10, Florida Statutes. In the event such short form or memorandum of this Lease is executed, Tenant shall simultaneously execute and deliver to Landlord an instrument in recordable form terminating Tenant's interest in the real property upon which the Leased Premises are located, which instrument may be recorded by Landlord at the expiration or earlier termination of the term of this Lease. The Security Deposit paid by Tenant may be used by Landlord for the satisfaction or transfer of any Contractor's claim of lien, as provided in this Section. This Section shall survive the termination of the Lease. All contracts entered into by Tenant for Construction Work shall be subject to Landlord's prior approval.
- F. **SHOPPING CENTER WALLS AND ROOF.** The exterior walls, shared demising walls, floor slab and roof of the Premises shall be defined herein as "Building Shell". Tenant shall not be permitted to penetrate the Building Shell for any reason whatsoever, unless it has been specifically approved by Landlord in writing. This includes the installation of antennas, security systems, banners or any other equipment that will require penetration. In the event the Building Shell is penetrated without prior written consent, Tenant will be obligated to remove the equipment and/or banner and repair the Building Shell within five (5) business days. Failure to do such, will give Landlord the right to remove the equipment and repair the Building Shell at Tenant's expense in form of Additional Rent.
- G. **CONFIDENTIALITY.** Tenant will maintain the confidentiality of the Lease and this Amendment and will not divulge the economic or other terms of the Lease or this Amendment, whether verbally or in writing, to any person, other than Tenant's officers, directors, partners or shareholders; Tenant's attorneys, accountants and other professional consultants; any governmental agencies; and pursuant to subpoena or other legal process.
- H. **AUTOMATIC SUBORDINATION.** Tenant hereby subordinates its rights under the Lease and any amendments thereto to the lien of any ground or underlying leases, any mortgage or mortgages, or the lien resulting from any other method of financing or refinancing, now or hereafter in force against the property and the Shopping Center of which the Premises are a part, upon the Common Areas and any buildings hereafter placed upon the property of which the Premises are a part, and to all advances made or hereafter to be made upon the security thereof. This Section shall be self-operative and no further instrument of subordination shall be required by any mortgagee, but Tenant agrees upon request of Landlord, from time to time, to promptly execute and deliver any and all documents evidencing such

subordination, and failure to do so shall constitute an event of default under this Lease. In the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under, any mortgage made by the Landlord covering the Premises, the Shopping Center, or the Common Areas, or in the event a deed is given in lieu of foreclosure of any such mortgage, Tenant shall attorn to the purchaser, or grantee in lieu of foreclosure, upon any such foreclosure or sale and recognize such purchaser, or grantee in lieu of foreclosure, as the Landlord under this Lease.

The Lease and all of Tenant's rights hereunder are and shall be subject and subordinate to all restrictions, servitudes or rights of use now or hereafter of record and any amendments or modifications thereof ("Restrictions"). Tenant shall comply with the Restrictions and shall take no actions which would cause Landlord to become in violation of any of the Restrictions. The Restrictions include, without limitation, (i) the restrictions attached to this Third Amendment as Exhibit "A"; and (ii) that certain Declaration of Restrictive Covenant and Subordination of Mortgage to Declaration of Restrictive Covenant dated October 2, 2020 and recorded on October 7, 2020 as Instrument No. 2020192075 in Book 7923, Page 700 of the Official Records of Volusia County, Florida, a copy of which is attached to this Third Amendment as Exhibit "B" ("FDEP Restriction").

- I. ASSIGNMENT AND SUBLETTING.** Tenant agrees not to assign, sublet or in any way transfer this Lease or any interest therein without the previous written consent of Landlord, which consent Landlord will not unreasonably withhold. Consent by Landlord to one or more assignments or sublettings of this Lease or the Premises shall not operate as a consent to any subsequent assignments or sublettings, each of which shall require Landlord's separate written consent. Tenant's assignee shall assume in writing the obligations of Tenant set forth in this Lease. Any assignment or subletting shall be subject to the use restrictions of this Lease. Notwithstanding any such assignment or subletting, Tenant shall remain fully liable and shall not be released from performing any of the terms of this Lease or any amendments or addendum hereto and the Guarantor shall remain fully liable and shall not be released from performing any of the terms of the Guaranty. Any direct or indirect transfer, sale, pledge or other disposition of any ownership interest in Tenant or its rights under this Lease, or any attempt by Tenant to grant any right in and to the Premises to any First party, shall be deemed an assignment under this Section. Tenant shall provide Landlord written notice of any assignment or subletting, and make written request for Landlord's consent thereto, not less than sixty (60) days prior to the effective date of such assignment or subletting. Anything contained in this Section to the contrary notwithstanding, in the event Tenant requests consent to any assignment or subletting from Landlord, Landlord shall have the right to terminate this Lease upon notice thereof to Tenant. Such termination shall be effective thirty (30) days from the date of such notice. In the event Tenant requests Landlord's consent for any assignment or subletting, Tenant shall remit to Landlord with such request (i) an application fee to Landlord equaling Two Thousand (\$2,000.00) Dollars; and (ii) such information as may be reasonable necessary for Landlord to evaluate such request for consent, including, without limitation, the name and address of the proposed transferee, detailed and complete financial information for such transferee, the operating experience of such transferee, and any proposed name change or change to the Permitted Use. If Landlord consents to such transfer, Tenant shall reimburse Landlord for the reasonable legal and accounting fees incurred by Landlord to review and document such transfer within thirty (30) days after Landlord's request.

If this Lease be assigned, or if the Premises or any part thereof be sublet or occupied by any party other than Tenant, the Fixed Minimum Rent shall be increased (but not decreased) to the market rate. Market rate will be established by agreement between the parties or, if the parties fail to agree, by each party naming an established commercial real estate broker. If the two brokers fail to agree on a market rate, they will name a First established commercial real estate broker, and their decision shall be binding on both parties.

If this Lease be assigned, or if the Premises or any part thereof be sublet or occupied by any party other than Tenant, Landlord may collect rent from the assignee, subtenant or occupant, and apply the net amount collected to the Rent herein reserved, but no such assignment, underletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, subtenant or occupant as Tenant, or a release of Tenant from the further performance by Tenant of the covenants on the part of Tenant herein contained. Tenant shall pay to Landlord any positive difference between any Rent or other amounts payable under any sublease or assignment to which Landlord grants its consent hereunder, and the Fixed Minimum Rent and Additional Rent payable hereunder (after Tenant first recovers its reasonable cost of entering into such sublease or assignment). This prohibition against assignment or subletting shall be construed to include a prohibition against any assignment or subleasing by operation of law, legal process, receivership, bankruptcy or otherwise, whether voluntary or involuntary, and a prohibition against any encumbrance of all and any part of Tenant's leasehold interest.

Notwithstanding any assignment or sublease, Tenant shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants and conditions hereof or any rents or other sums to be paid hereunder and the Guarantor shall remain fully liable and shall not be released from performing any of the terms of the Guaranty. Tenant acknowledges and agrees that any and all right and interest of Landlord in and to the Premises and the Shopping Center, and all right and interest of Landlord in this Lease, may be conveyed, assigned or encumbered at the sole discretion of Landlord at any time. Notwithstanding the foregoing, Tenant's assignment and subletting rights are automatically revoked if the Tenant ceases to operate its business and/or if Tenant vacates or abandons the Premises before termination of the Lease Term.

Anything contained in the foregoing provisions of this Section to the contrary notwithstanding, neither Tenant nor any other person having an interest in the possession, use, occupancy or utilization of the Premises shall enter into any lease, sublease, license, concession or other agreement for use, occupancy or utilization of space in the Premises which provides for rental or other payment for such use, occupancy or utilization based, in whole or in part, on the net income or profits derived by any person from the Premises leased, used, occupied, or utilized (other than an amount based on a fixed percentage or percentages of receipts or sales), and any such purported lease, sublease, license, concession or other agreement shall be absolutely void and ineffective as a conveyance of any right or interest in the possession, use occupancy or utilization of any part of the Premises.

- J. RELOCATION.** Landlord shall have the absolute right, at any time upon not less than sixty (60) days' notice to Tenant, to relocate Tenant into other space within the Shopping Center. Upon such relocation, such new space shall be deemed the Premises and the prior space

originally demised shall in all respects be released from the effect of this Lease. If Landlord elects to relocate Tenant as above described (i) the new space shall contain approximately the same as, or greater usable area than the original space, (ii) Landlord shall improve the new space, at Landlord's sole cost, to at least the standards of the original space, (iii) Landlord shall pay the reasonable costs of moving Tenant's trade fixtures and furnishings from the original space to the new space, (iv) all other terms of this Lease shall apply to the new space as the Premises, except as otherwise provided in this Section. The Rent commencement date for the relocation premises will become effective five (5) business days from the date Tenant receives written notification from Landlord that the relocation premises are ready for occupancy. If Tenant is unable to relocate within such five (5) day period, Tenant will be responsible to pay Fixed Minimum Rent and Additional Rent for both spaces (i.e., the original Premises and the relocation premises). Notwithstanding anything to the contrary contained herein, if required by Landlord in connection with the expansion or renovation of the Shopping Center or in order to effectuate a lease with, or relocation or expansion of, another tenant within the Shopping Center, Landlord, in its sole and subjective discretion, shall have the right to terminate this Lease at any time during the Lease Term after giving Tenant thirty (30) days prior notice.

- K. **REPAIRS AND MAINTENANCE.** Anything in the Lease to the contrary notwithstanding, the costs of maintenance and repairs (but not replacement) of the roof and exterior walls of the Premises is included in Passthrough Charges.
- L. **SECURITY DEPOSIT.** Landlord is holding a Security Deposit in the amount of \$12,000.00. Said Security Deposit may be commingled with other funds of Landlord, and Landlord shall have no liability for the accrual or payment of any interest thereon. If at any time during the Lease Term any of the Rent herein reserved shall be overdue and unpaid, or any other sum payable by Tenant to Landlord hereunder shall be overdue and unpaid, then Landlord may, at the option of Landlord, appropriate and apply all or any portion of said Security Deposit to the payment of any such overdue Rent. In the event of the failure of Tenant to keep and perform any of the terms, covenants and conditions of this Lease to be kept and performed by Tenant, then Landlord, at its option, may appropriate and apply said Security Deposit, or so much thereof as Landlord may deem necessary, to compensate Landlord for all loss or damage sustained or suffered by Landlord due to an Event of Default or failure on the part of Tenant. Should the entire Security Deposit, or any portion thereof, be appropriated and applied by Landlord for the payment of overdue Fixed Minimum Rent or Additional Rent or other sums due and payable by Tenant hereunder, then Tenant shall, upon the demand of Landlord, forthwith remit to Landlord a sufficient amount in cash to restore said Security Deposit to the original sum deposited, and Tenant's failure to do so within five (5) business days after receipt of such demand shall constitute an Event of Default under this Lease. Should Tenant comply with all of said terms, covenants and conditions, and promptly pay all of the Fixed Minimum Rent and Additional Rent herein provided for as it falls due, and all other sums payable by Tenant to Landlord hereunder, the said Security Deposit shall be returned in full to Tenant within thirty (30) days from the date an acceptable walk-through of the Premises has been performed between Landlord and Tenant pursuant to the terms of this Lease and Tenant has provided Landlord copies of final utility bills demonstrating that the bills have been paid in full. The Security Deposit does not represent the first or last month payments of the Fixed Minimum Rent due and payable under the Lease or any other Prepaid Rent.

At the end of the Lease Term, or upon the earlier termination hereof Landlord may deliver the Security Deposit to the purchaser of Landlord's interest in the Premises, in the event that such interest be sold, and thereupon Landlord shall be discharged from any further liability with respect to such Security Deposit. No mortgagee acquiring title to the Premises by foreclosure or deed in lieu of foreclosure shall be responsible for the return of any Security Deposit not received by it.

- 6) **SCHEDULE C-1.** Schedule C-1 attached hereto is incorporated into the Lease as Schedule C-1.
- 7) **LEASE CONTINUES.** The Lease as amended by this Third Amendment shall continue in full force and effect in accordance with its terms and shall be binding upon and run to the benefit of Landlord and Tenant and their successors and assigns.

This Third Amendment is hereby incorporated by reference to the Lease and supersedes any and all written material in the above-mentioned Lease and further controls any printed language in said Lease.

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IN WITNESS WHEREOF the parties hereto have hereunto executed this instrument for the purpose herein expressed, the day and year first above written.

LANDLORD:

ORANGE CITY SDC, LLC, a Florida limited liability company

By: 2021 SDC, LLC, a Florida limited liability company, its Member

By: 2021 SDC Manager, LLC, a Florida limited liability company, its Manager

By: JG RE Corporation, a Florida corporation, it's Manager

BY:  DocuSigned by:
4B9D00A7F1800A81

NAME: JACK GLOTTMANN

TITLE: President

DATE: 6/13/2022 | 1:49 PM EDT

TENANT:

WORKFORCE DEVELOPMENT BOARD OF FLAGLER AND VOLUSIA COUNTIES, INC., a Florida not for profit corporation

BY:  DocuSigned by:
4B9D00A7F1800A81

NAME: Robin King

TITLE: President & CEO

DATE: 6/13/2022 | 1:39 PM EDT

SCHEDULE C-1
CONTRACTOR INSURANCE REQUIREMENTS

Coverage	Standard Limits	Endorsements	Recommended Language
Commercial General Liability	\$1,000,000 Each Occurrence \$50,000 Damage to Rented Premises \$5,000 Medical Expenses \$1,000,000 Personal & Advertising Injury \$2,000,000 General Aggregate \$2,000,000 Products-Completed Operations Aggregate	Additional Insured Waiver of Subrogation Primary Non-Contributory	<p>Landlord and its designated agents (if any) are "additional insured as their interests may appear" with respect to First party claims or actions brought directly against Landlord or against Landlord and Provider as co-defendants and arising out of services being provided or performed by or on behalf of the Provider as per this written agreement.</p> <p>Provider's insurance shall be primary and non-contributory with respect to any other insurance or self-insurance that may be maintained by Landlord but only in respect to damages caused by the negligence of the Provider.</p> <p>Provider, on behalf of itself and its insurers, waives the right of subrogation against Landlord and its employees, contractors and agents for any claims, demands or losses arising out of any perils or incidents which are or would be covered by any required insurance (automobile liability and professional E&O excepted). Provider will obtain and confirm in writing a waiver of subrogation from its insurers. Such waivers of subrogation will not be applicable in any incident where the willful misconduct or gross negligence of Landlord or its employees, contractors or agents is determined</p>
Commercial Automobile Liability	\$1,000,000 Combined Single Limit	Hired Autos Non-Owned Autos	<p>Waiver of Subrogation: Provider/Vendor, on behalf of itself and its insurers, waives the right of subrogation against Landlord and its employees, contractors and agents for any claims, demands or losses arising out of any perils or incidents which are or would be covered by any required insurance (automobile liability and professional E&O excepted).</p> <p>Provider will obtain and confirm in writing a waiver of subrogation from its insurers. Such waivers of subrogation will not be applicable in any incident where the willful misconduct or gross negligence of Landlord or its employees, contractors or agents is determined to be the cause of injury or damage.</p>
Workers' Compensation	Coverage A: Statutory Coverage B: \$1,000,000 EL Each Accident \$1,000,000 EL Each Disease \$1,000,000 EL Disease Policy Limit	Additional Insured Waiver of Subrogation	<p>Waiver of Subrogation: Provider/Vendor, on behalf of itself and its insurers, waives the right of subrogation against Landlord and its employees, contractors and agents for any claims, demands or losses arising out of any perils or incidents which are or would be covered by any required insurance (automobile liability and professional E&O excepted).</p> <p>Provider will obtain and confirm in writing a waiver of subrogation from its insurers. Such waivers of subrogation will not be applicable in any incident where the willful misconduct or gross negligence of Landlord or its employees</p>
Umbrella/Excess Liability	\$5,000,000 Each Occurrence \$5,000,000 Aggregate	Follow Form	<p>Landlord and its designated agents (if any) are "additional insured as their interests may appear" with respect to First party claims or actions brought directly against Landlord or</p>

			<p>against Landlord and Provider as co-defendants and arising out of services being provided or performed by or on behalf of the Provider as per this written agreement. Provider's insurance shall be primary and non-contributory with respect to any other insurance or self-insurance that may be maintained by Landlord but only in respect to damages caused by the negligence of the Provider.</p> <p>Waiver of Subrogation: In addition to the waiver of subrogation required with respect to the Workers' Compensation coverage (see above), Provider, on behalf of itself and its insurers, waives the right of subrogation against Landlord and its employees, contractors and agents for any claims, demands or losses arising out of any perils or incidents which are or would be covered by any required insurance. Provider will obtain and confirm in writing a waiver of subrogation from its insurers. Such waivers of subrogation will not be applicable in any incident where the willful misconduct or gross negligence of Landlord or its employees, contractors or agents is determined to be the cause of injury or damage.</p>
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EXHIBIT "A"

EXISTING EXCLUSIVES

Orange City Marketplace Exclusives & Use Restrictions

Plus Supermarket

Provided (i) Tenant is open and operating in all of the Premises for the use specified in Section 1.1(h) of the Lease from and after the Commencement Date, (ii) no Event of Default has occurred, then Landlord shall not after the date of this Lease, except to the extent permitted herein, lease any space in the Shopping Center primarily as a traditional grocery store or supermarket (the "Restricted Use"). The provisions of this Section do not grant Tenant the exclusive right to sell groceries or food in the Shopping Center, it being recognized that other tenants of the Shopping Center may sell groceries or food provided that such tenants do not operate primarily as a traditional grocery store or supermarket. The parties agree that a retailer shall not be deemed to be primarily operating as a traditional grocery store or supermarket if the retail display floor area devoted to grocery items and/or food does not exceed fifty percent (50%) of its retail display floor area. Tenant specifically acknowledges that the foregoing Restricted Use covenant is not applicable to any tenant operating under a lease or other occupancy agreements in effect as of the date of this Lease or its subtenants or assignees, or replacements of such tenant, its subtenants or assignees operating for substantially the same use as the use of the tenant, subtenant or assignee being replaced.

The following uses are not considered a traditional supermarket or grocery store and are expressly excluded from the Restricted Use: (i) the sale of pet food and/or pet supplies in any amount; (ii) the sale of beauty supplies or health aids in any amount; (iii) any restaurant use or other use which prepares food for sale for on and off-premises consumption; (iv) an international foods store (by way of example, Trader Joe's) or grocery store focused on foods of a particular culture (by way of example, a store that specializes in Indian, Hispanic or Asian foods); (v) a drug store, general merchandise store, department store or discount department store; (vi) a dollar store; (vii) a vitamin and/or health food store; (viii) a diet or weight loss clinic; (ix) a bakery, a donut shop, a bagel shop, a cookie store, a coffee and/or tea shop (including, without limitation, a Dunkin Donuts, Starbucks or Peets), a deli, a butcher shop, a store selling beer, wine and/or spirits or other specialty food or beverage merchant; (x) a convenience store (by way of example, 7-11) in not more than 4,000 square feet; or (xi) a Big Lots, Smart & Final or other consolidator.

Blackout Grappling Arts / Fast Tax Service / Saigon Sizzle/ Take out Charley's

The premises shall not be used for any unlawful purpose, or in any way which would constitute a legal nuisance to adjoining tenants in the Building; or be used for any of the following uses: dry cleaning plant, cinema or theater, skating rink, bowling alley, discotheque, dance hall, nightclub, amusement gallery, pool room, health spa, adult entertainment facility, gymnasium, massage parlor, adult book store, sale of pornographic material, day labor office, abortion clinic, pin ball or electronic game room, a so-called "head shop", funeral parlor, flea market, bingo parlor, cafeteria, sale, rental or lease of automobiles, trucks, other motorized vehicles, or trailers.

Debbie's Health Foods

Landlord will not lease space in the Shopping Center to any new tenant whose primary use is a retail store specializing in the sale of health foods.

Dollar General

EXCLUSIVE USE COVENANT. Excluding existing leases Lessor covenants and agrees not to lease rent occupy or allow to be occupied any part of the Shopping Center premises for the purpose of conducting business as or for use as a discount store; a variety or general merchandise store; a dollar or bargain store; a close out or odd lot store; a Family Dollar Store Fred's Dollar Tree Variety Wholesale \$.99 Only Deals or Dollar Bills; or any store which sells substantially the same type merchandise as sold by a Dollar General Store.

Should Lessee or a subtenant or assignee of Lessee intentionally cease to conduct business in the Demised Premises this covenant shall then terminate one hundred eighty (180) days from the date of cessation of business. If property contiguous to the Shopping Center premises is developed by Lessor for commercial purposes the provisions of this exclusive use covenant shall apply to the contiguous property. This covenant shall run with the lease.

Lessor acknowledges that in the event of any breach hereof Lessee's remedies at law would be inadequate and therefore and in that event Lessee shall be entitled to cancel this Lease or to relief by injunction or otherwise as Lessee may elect in its sole discretion. Lessee's remedies in any event shall be cumulative rather than exclusive.

Domino's

Adjoining Uses. So long as Tenant is not in default of the Lease Landlord shall not permit directly or indirectly within the shopping center of the leased premises in any building owned leased or controlled by Landlord another quick service pizza restaurant that offers pizza delivery carryout dine-in or take & bake methods of sale that is a direct competitor (including but not limited to Pizza Hut Papa John's Little Caesars or any other major regional competitors of a similar type and concept of the national companies named therein). However this exclusive shall not apply to the currently existing 'Tony's New York Pizza' in the center or to its successors or assigns. Nothing in this section shall prevent Landlord at its option to lease to any new restaurant that offers delivery service as long as pizza is not the primary use.

Euro Nails

Section 9.3 Exclusive Use. Landlord covenants that so long as Tenant is not in default under the terms and conditions of this Lease Landlord will not lease any premises in the Shopping Center to be used primarily for a nail care salon. Notwithstanding the foregoing the foregoing covenant shall not be construed to prohibit or impair Landlord from leasing releasing or extending or amending any lease with any: (i) tenant of the Shopping Center as of the date of this Lease its successors and assigns (except no such lease shall be amended so as to specifically include the foregoing as a permitted use); (ii) grocery drug discount catalogue hardware home supply department or other general lines store; or (iii) hair care or beauty salon which may have as part of its services not more than one nail technician performing nail care services. The foregoing covenant shall be at all times subject to

state and federal laws and regulations governing restraint of trade and shall not be construed to require Landlord to bring or take any action to restrict the business operations of any tenant.

Planet Fitness

EXCLUSIVE USE: Landlord will not lease space in the Shopping Center to any new tenant whose primary use is a fitness center.

9. Landlord acknowledges that the shopping center in which the Premises are located (the 'Shopping Center') is subject to the terms and provisions of that certain Declaration of Easements Covenants and Restrictions recorded in Official Records Book 3116 Page 486 of the Public Records of Volusia County Florida (the 'Declaration') which prohibits the use of certain property including the Shopping Center and an adjacent retail center formerly occupied by K-Mart (the 'K-Mart Parcel') as a health and fitness center (with the exception of Tenant's use of the Premises which is permitted).

Landlord agrees that so long as Tenant remains in possession of the Premises and Tenant is not in default of the Lease beyond applicable notice and cure periods Landlord shall not consent to a request by the owner of the K-Mart Parcel or the owner of any other property which is subject to the Declaration to the primary use of any such property for use as a recreational facility gymnasium health studio or health and fitness center nor agree to forbear from enforcement of the covenant prohibiting such uses.

Premium Mattress Outlet

Auctions. Tenant shall not conduct or permit to be conducted any sale by auction in, upon or from the Premises whether said auction be voluntary, involuntary, pursuant to any assignment for the payment of creditors or pursuant to any bankruptcy or other insolvency proceeding.

Rent-A-Center

Provided Tenant is in compliance with all monetary and non-monetary provisions of this Lease Landlord agrees from the date of this Lease not to lease space to another tenant in the shopping center whose primary business is the rental of televisions stereos or appliances.

Saxon Dental

EXCLUSIVE USE: Landlord will not lease space in the Shopping Center to any new tenant whose primary use is a full dentist office.

Sherwin Williams

Section 9.3 Exclusive Use. Landlord covenants that so long as Tenant is not in default under the terms and conditions of this Lease Landlord will not lease any premises in the Shopping Center to be used primarily for the sale of paints. Notwithstanding the foregoing the foregoing covenant shall not be construed to prohibit or impair Landlord from leasing re - leasing or extending or amending any lease with any: (i) tenant of the Shopping Center as of the date of this Lease its successors and assigns (except no such lease shall be amended so as to specifically include the foregoing as a permitted use) or (ii) grocery drug discount catalogue hardware home supply art supply department or other general lines store. The foregoing covenant shall be at all times subject to state and federal laws and regulations governing restraint of trade and shall not be construed to require Landlord to bring or take any action to restrict the business operations of any tenant.

Humana

Landlord shall not lease any space within the Building to any other tenant whose permitted use under their lease is a member-based medical center. Tenant shall have the exclusive right to operate a member-based medical center in the Building and Landlord covenants that it shall not lease any portion of the Center to a business that is a member-based medical center (the "Exclusive Use"). Tenant's Exclusive Use shall survive the assignment or sublet of the Premises by Tenant.

Freedom Health

Landlord represents to Tenant that the only non-governmental protected, prohibited or exclusive uses granted to other tenants of the Property as of the Execution Date are set forth on Exhibit "D.8" attached hereto (collectively, the "Exclusive Uses"). Tenant shall comply with the same.

Moya Sushi

Provided (i) Tenant is open and operating in all of the Premises for the use specified in Section 1.1(h) of the Lease from and after the Commencement Date, (ii) Tenant derives more than fifty percent (50%) of Gross Sales from the sale of sushi, (iii) Tenant is conducting business using the Tenant's Trade Name, and (iv) no Event of Default has occurred, then Landlord shall not after the date of this Lease, except to the extent permitted herein, lease any space in the Shopping Center primarily as a restaurant selling sushi (the "Restricted Use"). The provisions of this Section do not grant Tenant the exclusive right to sell sushi in the Shopping Center, it being recognized that other tenants of the Shopping Center may sell sushi provided that such tenants do not operate primarily as a sushi restaurant. The parties agree that a restaurant operator shall not be deemed to be primarily operating as a sushi restaurant if such operator does not derive more than 15% of its Gross Sales from the sale of sushi. Tenant specifically acknowledges that the foregoing Restricted Use covenant does not apply to any tenant in the Shopping Center operating in more than 5,000 square feet and is not applicable to any lease or other occupancy agreements in effect as of the date of this Lease (or the successors, subtenants or assigns of such leases or occupancy agreements) and is not applicable to the sale of poke or cooked fish in any amount.

EXHIBIT B
FDEP RESTRICTION
[ORANGE CITY]

[ATTACHED]

This instrument prepared by:
Randolph J. Rush, Esquire
Winderweedle, Haines, Ward & Woodman, P.A.
Post Office Box 880
Winter Park, Florida 32790



DECLARATION OF RESTRICTIVE COVENANT AND SUBORDINATION OF MORTGAGE TO DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT AND SUBORDINATION OF MORTGAGE TO DECLARATION OF RESTRICTIVE COVENANT (hereinafter "Declaration") is made this 2nd day of October, 2020, by **ORANGE CITY MARKETPLACE, LLC**, a Florida limited liability company (hereinafter "GRANTOR") and the Florida Department of Environmental Protection (hereinafter "FDEP").

RECITALS

A. GRANTOR is the fee simple owner of that certain real property situated in the County of Volusia, State of Florida, more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter the "Restricted Property").

B. The Waste Cleanup Site Identification Number for the Restricted Property is COM_25893. The facility name at the time of this Declaration is Arid Dry Cleaners (Former). This Declaration addresses the discharge that was reported to the FDEP after August 15, 1999.

C. The discharge of dry-cleaning solvents on the Restricted Property is documented in the following reports that are incorporated by reference.

1. First Quarter Sampling Event-September 2017, dated December 8, 2017, submitted by REA Remedial Solutions, L.C.;
2. Second Quarter Sampling Event-January 2018, dated March 12, 2018, submitted by REA Remedial Solutions, L.C.;
3. Third Quarter Sampling Event-May 2018, dated June 4, 2018, submitted by REA Remedial Solutions, L.C.; and
4. Site Assessment Summary Report dated July 18, 2017, submitted by REA Remedial Solutions, L.C.; and
5. FDEP Memorandum Accepting Closure, dated September 7, 2018, prepared by Michael J. Bland, Professional Geologist II, District and Business Support Program, DWM

D. The reports noted in Recital C set forth the nature and known extent of the contamination described in Recital C that is located on the Restricted Property. These reports confirm that

contaminated soil and groundwater, as defined by Chapter 62-780, Florida Administrative Code (F.A.C.), exists on the Restricted Property. Also, these reports document that the groundwater contamination does not extend beyond the Restricted Property boundaries, that the extent of the groundwater contamination does not exceed 1/4 acre, and the groundwater contamination is not migrating. The foregoing reports are supplemented by additional monitoring by FDEP and its contractor Professional Service Industries, Inc. which further confirmed the extent of delineation of the groundwater contamination plume. The contaminated soil that will be addressed by this Declaration is located beneath existing structures, pavement, and/or at least two feet of clean fill within a portion of the Restricted Property.

E. It is the intent of the restrictions in this Declaration to reduce or eliminate the risk of exposure of users or occupants of the Restricted Property and the environment to the contaminants and to reduce or eliminate the threat of migration of the contaminants.

F. FDEP has agreed to issue a Site Rehabilitation Completion Order with Conditions ("Order") upon recordation of this Declaration. The FDEP can unilaterally revoke the Order if the conditions of this Declaration or of the Order are not met. Additionally, if concentrations of dry-cleaning products' chemicals of concern increase above the levels approved in the Order, or if a subsequent discharge occurs at the Restricted Property, the FDEP may require site rehabilitation to reduce concentrations of contamination to the levels allowed by the applicable FDEP rules. The Order relating to FDEP Waste Cleanup Site No. COM_25893 can be found by contacting the appropriate FDEP district office or bureau.

G. GRANTOR deems it desirable and in the best interest of all present and future owners of the Restricted Property that the Restricted Property be held subject to certain restrictions and engineering controls, all of which are more particularly hereinafter set forth.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the undersigned parties, GRANTOR agrees as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. GRANTOR hereby imposes on the Restricted Property the following restrictions:
 - a. i. There shall be no use of the groundwater under the Restricted Property. There shall be no drilling for water conducted on the Restricted Property, nor shall any wells be installed on the Restricted Property other than monitoring wells pre-approved in writing by FDEP's Division of Waste Management (DWM) in addition to any authorizations required by the Division of Water Resource Management (DWRM) and the Water Management District (WMD).
 - a. ii. For any dewatering activities on the Restricted Property a plan approved by FDEP's DWM must be in place to address and ensure the appropriate handling, treatment and disposal of any extracted groundwater that may be contaminated.

- b.i. The area of soil contamination as located on the Restricted Property shall be permanently covered and maintained with either an impermeable material, or a minimum of two (2) feet of clean and uncontaminated soil that prevents human exposure (hereinafter referred to as "the Engineering Control"). An Engineering Control Maintenance Plan ("ECMP") relating to FDEP Waste Cleanup Site No. COM_25893 dated January 28, 2019, prepared by REA Remedial Solutions, LC, has been approved by the FDEP. The ECMP specifies the frequency of inspections and monitoring for the Engineering Control and the criteria for determining when the Engineering Control has failed. The Engineering Control shall be maintained in accordance with the ECMP as it may be amended upon the prior written consent of the FDEP. The ECMP, as amended, relating to FDEP Waste Cleanup Site No. COM_25893, can be found by contacting the appropriate FDEP district office or Tallahassee program area; and
- b.ii. Excavation and construction below the Engineering Control is not prohibited on the Restricted Property provided any contaminated soils that are excavated are removed and properly disposed of pursuant to Chapter 62.780, F.A.C. and any other applicable local, state, and federal requirements. Nothing herein shall limit any other legal requirements regarding construction methods and precautions that must be taken to minimize risk of exposure while conducting work in contaminated areas. For any dewatering activities, a plan approved by FDEP's Division of Waste Management must be in place to address and ensure the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated. Nothing in this Declaration shall prevent, limit or restrict any excavation or construction at or below the surface outside the boundary of the Restricted Property.
3. In the remaining paragraphs, all references to "GRANTOR" and "FDEP" shall also mean and refer to their respective successors and assigns.
4. For the purpose of monitoring the restrictions contained herein, FDEP is hereby granted a right of entry upon and access to the Restricted Property at reasonable times and with reasonable notice to the GRANTOR. Access to the Property is granted by an access easement agreement recorded contemporaneously with this declaration.
5. It is the intention of GRANTOR that this Declaration shall touch and concern the Restricted Property, run with the land and with the title to the Restricted Property, and shall apply to and be binding upon and inure to the benefit of GRANTOR and FDEP, and to any and all parties hereafter having any right, title or interest in the Restricted Property or any part thereof. FDEP may enforce the terms and conditions of this Declaration by injunctive relief and other appropriate available legal remedies. Any forbearance on behalf of the FDEP to exercise its right in the event of the failure of the GRANTOR to comply with the provisions of this Declaration shall not be deemed or construed to be a waiver of the FDEP's rights hereunder. This Declaration shall continue in perpetuity, unless otherwise modified in writing by GRANTOR and the FDEP as provided in paragraph 7 hereof. These restrictions may also be enforced in a court of competent jurisdiction by any other person, firm, corporation, or governmental agency that is substantially benefited by these restrictions. If the GRANTOR does not or will not be able to comply with any or all of the provisions of this Declaration, the GRANTOR shall notify FDEP in writing within three (3)

calendar days. Additionally, GRANTOR shall notify FDEP thirty (30) days prior to any conveyance or sale, granting or transferring the Restricted Property or portion thereof, to any heirs, successors, assigns or grantees, including, without limitation, the conveyance of any security interest in said Restricted Property.

6. In order to ensure the perpetual nature of these restrictions, GRANTOR shall reference these restrictions in any subsequent lease or deed of conveyance, including the recording book and page of record of this Declaration. Furthermore, prior to the entry into a landlord-tenant relationship with respect to the Restricted Property, the GRANTOR agrees to notify in writing all proposed tenants of the Restricted Property of the existence and contents of this Declaration of Restrictive Covenant.

7. This Declaration is binding until a release of covenant is executed by the FDEP Secretary (or designee) and is recorded in the public records of the county in which the land is located. To receive prior approval from the FDEP to remove any requirement herein, cleanup target levels established pursuant to Florida Statutes and FDEP rules must have been achieved. This Declaration may be modified in writing only. Any subsequent amendments must be executed by both GRANTOR and the FDEP and be recorded by the real property owner as an amendment hereto.

8. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, the invalidity of that provision shall not affect the validity of any other provisions of the Declaration. All such other provisions shall continue unimpaired in full force and effect.

9. GRANTOR covenants and represents that on the date of execution of this Declaration that GRANTOR is seized of the Restricted Property in fee simple and has good right to create, establish, and impose this restrictive covenant on the use of the Property. GRANTOR also covenants and warrants that the Restricted Property is free and clear of any and all liens, mortgages, or encumbrances that could impair GRANTOR'S rights to impose the restrictive covenant described in this Declaration or that is superior to the restrictive covenant described in this Declaration, other than the mortgage interests held by Protective Life Insurance Company, a Tennessee corporation, for which a joinder and consent, or subordination of such interests is attached hereto.

[SIGNATURES ON FOLLOWING PAGES]

[SIGNATURE PAGES AND LENDER SUBORDINATION OMITTED FOR PURPOSES OF THIS LEASE EXHIBIT]

EXHIBIT "A"

"RESTRICTED PROPERTY"



436 West Commodore Blvd. Suite 1
Jackson, NJ 08527
Tel: (844) SURVEY-9

LEGAL DESCRIPTION

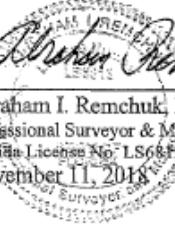
A TRACT OF LAND BEING A PORTION OF LOT 'B', THE MARKETPLACE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 42, PAGE 82, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF SAID LOT 'B', AND THE WESTERLY RIGHT OF WAY OF ENTERPRISE ROAD; SAID POINT BEING THE MOST EASTERLY POINT OF LOT 'B' OF THE AFORESAID PLAT; THENCE SOUTH $89^{\circ}59'37''$ WEST, ALONG THE SOUTH LINE OF SAID LOT 'B', A DISTANCE OF 496.12 FEET; THENCE NORTH $54^{\circ}11'38''$ WEST, A DISTANCE OF 60.16 FEET TO THE **POINT OF BEGINNING**; SAID POINT BEING A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 50.00 FEET AND A CHORD BEARING OF NORTH $75^{\circ}53'27''$ WEST; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $119^{\circ}06'29''$ FOR A DISTANCE OF 103.94 FEET TO A POINT OF TANGENCY; THENCE NORTH $16^{\circ}20'13''$ WEST, A DISTANCE OF 216.77 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $108^{\circ}34'19''$ FOR A DISTANCE OF 94.75 FEET TO A POINT OF TANGENCY; THENCE SOUTH $87^{\circ}45'53''$ EAST, A DISTANCE OF 110.03 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $53^{\circ}00'32''$ FOR A DISTANCE OF 46.26 FEET TO A POINT OF TANGENCY; THENCE SOUTH $34^{\circ}45'21''$ EAST, A DISTANCE OF 46.27 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $46^{\circ}04'02''$ FOR A DISTANCE OF 40.20 FEET TO A POINT OF TANGENCY; THENCE SOUTH $11^{\circ}18'41''$ WEST, A DISTANCE OF 114.15 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $33^{\circ}14'37''$ FOR A DISTANCE OF 29.01 FEET TO A POINT OF TANGENCY; THENCE SOUTH $44^{\circ}33'18''$ WEST, A DISTANCE OF 75.48 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 53,273 SQUARE FEET, OR 1.223 ACRES, MORE OR LESS.

The above description is in accordance with the Attachment "A", prepared by American Layout & Land Surveying dated November 11, 2018



Abraham I. Remchuk, P.S.M.
Professional Surveyor & Mapper
Florida License No. LS6513
November 11, 2018




**SKETCH OF DESCRIPTION
ATTACHMENT "A"
- NOT A SURVEY -**

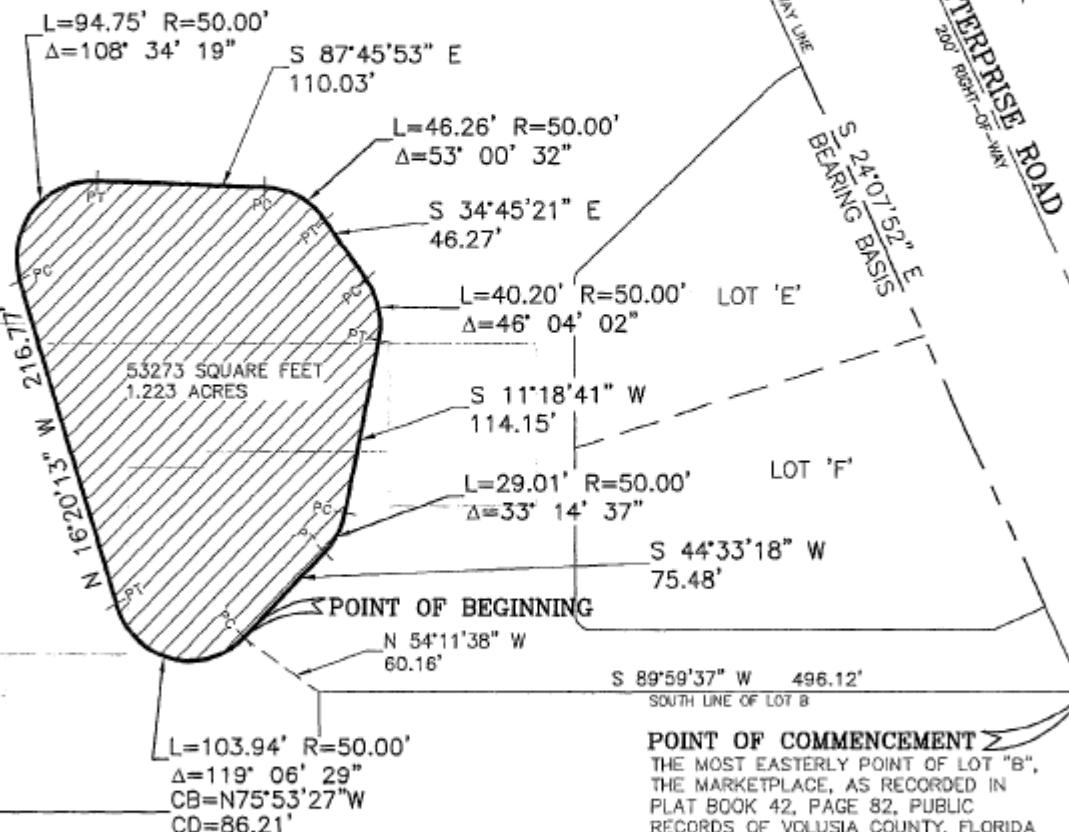
SHEET 2 OF 2

ABBREVIATIONS

PC-POINT OF CURVATURE
PT-POINT OF TANGENCY
L-ARC LENGTH
R-RADIUS
 Δ -CENTRAL ANGLE/DELTA
CB-CHORD BEARING
CD-CHORD DISTANCE

LOT 'B'
THE MARKETPLACE
PLAT BOOK 42, PAGE 82

SCALE: 1" = 100'
N

**SURVEYOR'S NOTES**

- 1) Bearings are based on the West right-of-way line of Enterprise Road having an assumed bearing of S 24°07'52" E.

- 2) See sheet 1 for Legal Description.



**AMERICAN
LAYOUT**

AMERICAN LAYOUT & LAND SURVEYING

5125 Adanson Street, Suite 800, Orlando, Florida 32804

Tel. No. (844) 787-8399

LICENSED BUSINESS No. 8131

AMERICAN LAYOUT/JOB#/1670/1670-SOD