



**NASSAU COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**  
P. O. Box 1010  
Fernandina Beach, Florida 32035-1010

Nick Deonas  
Ansley Acree  
Vickie Samus  
Floyd L. Vanzant  
Marianne Marshall

Dist. No. 1 Fernandina Beach  
Dist. No. 2 Fernandina Beach  
Dist. No. 3 Yulee  
Dist. No. 4 Hilliard  
Dist. No. 5 Callahan

February 27, 2004

J. M. "Chip" OXLEY, JR.  
Ex-Officio Clerk

MICHAEL S. MULLIN  
County Attorney

Mr. Harry R. Trevett  
Trevett Companies  
Post Office Box 17833  
Jacksonville, FL 32246

RE: Lease Extension - Lofton Square Shopping Center - Public  
Defender and County Finance Space

Dear Harry:

This letter shall serve to request that you acknowledge and accept Nassau County's request to extend current leases at the Lofton Square Shopping Center for the Finance Office and the Public Defender's Office on a month to month basis. The current lease that Nassau County has for this space expires March 31, 2004. It is anticipated that the county will be moving their offices to the new location on or around mid-April, and therefore, requests a month to month extension until the move is complete.

Kindly acknowledge receipt and acceptance of this request in the space provided below and return this letter in the enclosed self addressed envelope.

Nassau County appreciates your cooperation and assistance in this matter.

Sincerely yours,

J. M. "Chip" Oxley, Jr.  
Ex-Officio Clerk

JMO:jb

Acknowledged and Accepted

3/2/04  
Date

LEASE SUMMARY OF  
TERMS AND CONDITIONS

PROPERTY: Lofton Square Shopping Center

TENANT TRADE NAME: Nassau County Florida c/o Board of County Commissioners

TENANT NAME: Public Defender

TENANT ADDRESS: c/o Board of County Commissioners

CITY/STATE/ZIP: Fernandina Beach, Florida 32035-1010

CONTACT PERSON: Walt Gossett, County Coordinator

PHONE/FAX: 904-321-5782

GUARANTOR: Nassau County

LEASE PREMISES ADDRESS/UNIT NO.: 3159 East State Road 200  
Suite 11 (or Unit 4)  
 Yulee, FL 32097

LEASE PREMISES S.F./DIMENSIONS: 3,020 s.f.

## LEASED PREMISES TO INCLUDE:

- (A) One single glass front entrance door.
- (B) One HVAC unit with \_\_\_\_\_ ducts.
- (C) \_\_\_\_\_ electrical outlets.
- (D) \_\_\_\_\_ telephone outlets.
- (E) \_\_\_\_\_ fluorescent ceiling light fixtures.
- (F) Unfinished drywall walls.
- (G) Drop ceiling tile.
- (H) One single rear entrance.
- (I) Plumbing to include: 1 handicap accessible bathroom
- (J) A separation wall between suites 10 and 11. Will be built by Tenant  
but Landlord will approve such cost. (See Exhibit "C")

USE CLAUSE: Public Defender - Nassau County

ORIGINAL LEASE TERM: 3 Year

DELIVERY DATE PREMISES TO TENANT: February 21, 2000, ~~19~~ (estimated)

RENT COMMENCEMENT DATE: The earlier of February 21, 2000, ~~19~~  
or when they open for business

MINIMUM RENTAL: Year 1 @ \$ 12.00 psf / \$ 3,020 monthly / \$ 36,240 annually  
 Year 2 @ \$ 12.60 psf / \$ 3,171 monthly / \$ 38,052 annually  
 Year 3 @ \$ 13.23 psf / \$ 3,324 monthly / \$ 39,954 annually

7%

\*Plus applicable Florida State Sales Tax 6% and pro-rata share of Operating Expense  
 or give Landlord tax exempt status

PERCENTAGE RENTAL:

RENEWAL OPTION TERM: Two (2) - one (1) year options

RENEWAL MINIMUM RENTAL:

## GUARANTY

IN CONSIDERATION of, and as an inducement for the granting, execution and delivery of a certain lease dated \_\_\_\_\_, 19\_\_\_\_ (herein the "Lease"), by Trevett Construction Group, Inc. Landlord therein named (herein the "Landlord") to Nassau County therein named (herein the "Tenant"), and in further consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration paid by Landlord to the undersigned, the receipt and sufficiency of which are hereby acknowledged, the undersigned Nassau County (herein the "Guarantor"), hereby guarantees to the Landlord, its successors and assigns, the full and prompt payment of Rent, as defined in the Lease, and any and all other sums and charges payable by Tenant, its successors and assigns, under the Lease, and hereby further guarantees the full and timely performance and observance of all the covenants, terms, conditions and agreements of the Lease to be performed and observed by Tenant, its successors and assigns; and Guarantor hereby covenants and agrees to and with Landlord, its successors and assigns, that if default shall at any time be made by Tenant, its successors or assigns, in the payment of Rent, or if Tenant should default in the performance and observance of any of the terms, covenants, provisions or conditions contained in the Lease, Guarantor shall and will forthwith pay such Rent to Landlord, its successors and assigns, and any arrears thereof, and shall and will forthwith faithfully perform and fulfill all of such terms, covenants, conditions and provisions, and will forthwith pay to Landlord all damages including without limitation, all reasonable attorneys fees, and disbursements incurred by Landlord or caused by any such default and/or by the enforcement of this Guaranty. If at any time the term "Guarantor" shall include more than one (1) person or entity, the obligations of all such persons and/or entities under this Guaranty shall be joint and several.

This Guaranty is an absolute and unconditional Guaranty of payment and of performance. It shall be enforceable against Guarantor, its successors and assigns, without the necessity for any suit or proceedings on Landlord's part of any kind or nature whatsoever against Tenant, its non-observance of any notice of acceptance of this Guaranty or of any other notice or demand to which Guarantor might otherwise be entitled, all of which the Guarantor hereby expressly waives; and Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of the Guarantor hereunder shall in no wise be terminated, affected, diminished or impaired by reason of the assertion or the failure to assert by Landlord against Tenant, or against Tenant's successors or assigns, of any of the rights or remedies reserved to Landlord pursuant to the provisions of the Lease.

This Guaranty shall be a continuing Guaranty, and the liability of Guarantor hereunder shall in no way be affected, modified or diminished by reason of any assignment, renewal, modification or extension of the Lease or by reason of any modification or waiver of or change in any of the terms, covenants, conditions or provisions of the Lease by Landlord and Tenant, or by reason of any extension of time that may be granted by Landlord to Tenant, its successors or assigns or by reason of any dealings or transactions or matter or thing occurring between Landlord and Tenant, its successors or assigns or by reason of any bankruptcy, insolvency, reorganization, arrangement, assignment for the benefit of creditors, receivership or trusteeship affecting Tenant, whether or not notice thereof or of any thereof is given to Guarantor.

Guarantor warrants and represents to Landlord that it has the legal right and capacity to execute this Guaranty. In the event that this Guaranty shall be held ineffective or unenforceable by any court of competent jurisdiction, then Guarantor shall be deemed to be a tenant under the Lease with the same force and effect as if Guarantor were expressly named as a joint tenant therein.


All of the Landlord's rights and remedies under the Lease or under this Guaranty are intended to be distinct, separate and cumulative, and no such right or remedy therein or herein mentioned is intended to be an exclusion of or a waiver of the other right or remedy available to Landlord.

As used herein, the term "successors and assigns" shall be deemed to include the heirs and legal representatives of Tenant and Guarantor, as the case may be.

This Guaranty shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to the conflicts of law, or in accordance with the laws of the jurisdiction in which the premises demised pursuant to the Lease is located.

IN WITNESS WHEREOF, the Guarantor has executed this Guaranty the 22nd day of February,  
~~19~~2000

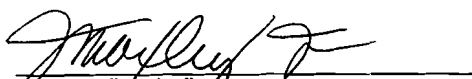
BOARD OF COUNTY COMMISSIONERS  
OF NASSAU COUNTY, FLORIDA

  
NICK D. DEONAS  
Its: Chairman

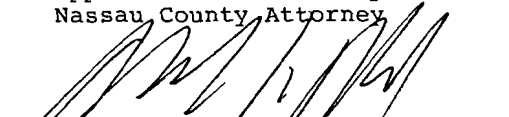
Witnesses:

ATTEST:

C:\MPLEASER  
TREVETTIS.QUA

  
S. M. "Chip" OXLEY, JR.  
Its: Ex-Officio Clerk

Approved as to form by the  
Nassau County Attorney

  
MICHAEL S. MULLIN

Lofton Square Shopping Center

Lense to

Nassau County - Public Defender

Lofton Square Shopping Center  
Fernandina Beach, Florida

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Nassau County - Public Defender

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## LEASE AGREEMENT

THIS AGREEMENT OF LEASE is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_, by and between Trevett Construction Group, Inc. (hereinafter called "Landlord") and Nassau County Public Defender (hereinafter called "Tenant").

### 1. PREMISES.

Landlord does hereby demise and lease to Tenant, and Tenant does hereby hire and lease from Landlord, Unit No. 4 or Suite 11 of Lofton Square (hereinafter referred to as the "Premises"), which is a portion of a shopping center (the "Shopping Center") located on certain real property in Fernandina Beach, Nassau County, Florida, as outlined in Exhibit "A" attached hereto and made a part hereof. Said premises contain approximately 3,020 square feet, extend to the exterior faces of the front and rear walls and to the center line of those walls separating the Premises from the other units in the Shopping Center.

### 2. PURPOSE.

Tenant agrees to occupy and use the Premises as Public Defender Office

and for no other purpose. Tenant agrees that it will not interfere with or infringe on the use rights of other tenants in the Shopping Center nor conduct any activity which may injure or annoy other tenants of the Shopping Center.

### 3. TERM; ACCEPTANCE OF PREMISES.

3.1 Lease Term. The term of the Lease (the "Lease Term") shall be three (3) Lease Years (as hereinafter defined) and shall commence on the "Commencement Date" determined as follows (check applicable item): with two (2) - one (1) year options to renew.

X (a) On the 21st day of February, 2000, ~~at~~ If the Premises are being leased in its "as is" condition or subject to such incidental work as is to be performed by Landlord prior to said date (this work, if any, is set forth in Exhibit "B" and labelled "Landlord's Work").

(b) 30 days after substantial completion of the Premises in accordance with Landlord's plans and specifications for construction of the Shopping Center, or when the Tenant opens for business, whichever is sooner. The term "substantial completion" is defined as the date on which Landlord or its Architect notifies Tenant in writing that the Premises are substantially complete so as to permit Tenant to occupy the Premises and to install therein its trade fixtures and furnishings, with the exception of such work as Landlord cannot complete until Tenant performs necessary portions of its work. Thereafter, Landlord shall not be liable for any loss or damage sustained by Tenant. Tenant shall commence the installation of fixtures, equipment, and any of Tenant's Work as set forth in said Exhibit "B", promptly upon substantial completion of Landlord's work in the Premises and shall diligently prosecute such installation to completion, and shall open the Premises for business not later than the expiration of said 30-day period.

3.2 Acceptance of Premises. Tenant acknowledges that it has fully inspected and accepts the Premises in its present condition and "as is", or, if the Premises are yet to be constructed, that it has reviewed the drawings and specifications for construction of the Premises and will accept the Premises when they are constructed substantially in accordance with said drawings and specifications, and in either event, that the Premises are suitable for the uses specified herein.

3.3 Lease Year Defined. The term "Lease Year" shall mean a period of twelve (12) consecutive full calendar months. If the commencement date is not the first day of a calendar month, then the first Lease Year shall consist of twelve (12) consecutive full calendar months plus the partial month beginning on the commencement date and ending on the last day of that month. Each succeeding Lease Year shall commence upon the first day of the calendar month coinciding with or following the anniversary date of the Commencement Date of the Lease Term.

3.4 Effective Date. Landlord and Tenant acknowledge that certain obligations under various articles of this Lease commence prior to the Commencement Date of the Lease Term (e.g. construction, indemnities, liability insurance) and agree that this is a binding and enforceable agreement as of the date hereof.





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April 15, 2004

J. M. "Chip" OXLEY, JR.  
 Ex-Officio Clerk

MICHAEL S. MULLIN  
 County Attorney

Mr. Harry R. Trevett  
 Trevett Companies  
 Post Office Box 17833  
 Jacksonville, FL 32246

RE: Lease – Lofton Square Shopping Center  
 Public Defender and County Finance Space

Dear Harry:

This letter shall serve as notification to you that the premises at the Lofton Square Shopping Center occupied by the Public Defender and the County Finance space will be vacated effective April 30, 2004.

By acceptance of this letter you acknowledge the lease is cancelled effective April 30, 2004 and that no additional monies are due.

Kindly acknowledge receipt and acceptance of this request in the space provided below and return this letter in the enclosed self addressed envelope.

Sincerely yours,

J. M. "Chip" Oxley, Jr.  
 Ex-Officio Clerk

JMO:Jb

CC: Ted Selby, Financial Services Director

Acknowledged and Accepted

5/27/04  
 Date

4.1 Base Rent. Base Rent, as set forth below in monthly installments in advance, on, or before the first day of each calendar month during the Lease Term:

Rental Period	Monthly Base Rent	Sales Tax at 6% 7% exempt status government	Total
2/21/00 - 2/20/01	\$3,020		\$36,240
2/21/01 - 2/20/02	\$3,171		\$38,052
2/21/02 - 2/20/03	\$3,329		\$39,954

Payments of Rent not received by the fifth of the month shall be subject to a late charge of five percent (5%) of the unpaid rent, but not less than Twenty-Five and 00/100 Dollars (\$25.00). The first full calendar month of Base Rent shall be paid on the execution of this Lease. If the Commencement Date is other than the first day of a calendar month, the Base Rent for the period from the Commencement Date to the first day of the next succeeding month shall be pro-rated on a per diem basis and shall be paid on the Commencement Date.

4.2 Additional Rent. It is the intent of the parties that the Rent payable to Landlord is absolutely net of all expenses associated with the operation of the Shopping Center and all sales or use taxes imposed on the Rent. Therefore, in addition to Base Rent, Tenant shall pay its proportionate share of Operating Expenses as Additional Rent.

(a) "Operating Expenses" shall mean all costs of management, operating, maintenance and replacement of the Shopping Center, and improvements thereon and appurtenances thereto, all accrued and based on a calendar year period as determined by generally accepted accounting principles, including by way of illustration but not limitation: Real Estate Taxes and personal property taxes, assessments and governmental charges; telephone, electricity, gas, water, sewerage and other utility charges; premiums of public liability insurance, rental and property damage insurance, and such other insurance as Landlord deems appropriate; janitorial sweeping and cleaning services; license, permit and inspection fees; heating and cooling (if any, but not of leased premises); maintenance and repair; general operation and maintenance costs and expense; costs of resurfacing, repainting and restriping; policing; purchase, construction and maintenance of refuse receptacles; planting and relandscaping; directional signs and other markers; lighting; an allowance to Landlord for Landlord's supervision of maintenance and operation of the Common Areas in an amount equal to 15% of the Operating Expenses; all labor and supplies required by the foregoing; and all other costs necessary in Landlord's judgment for the reasonable maintenance, repair, replacement and operation of the Common Areas and the roof and exterior walls of the Shopping Center; and labor and supplies; excluding, however, depreciation, capital expenditures, costs of building alterations and commissions paid for leasing. Amounts received by Landlord pertaining to Operating Expenses for those premises, if any, not included in the Gross Leasable Area of the Shopping Center shall be deducted from the foregoing costs. "Proportionate Share" means a fraction which has as its numerator, the Gross Leasable Area of the Premises, and as its denominator, the Gross Leasable Area of the Shopping Center. "Real Estate Taxes" means any and all taxes, rates, assessments and impositions, general and special, levied or imposed with respect to the Shopping Center buildings (including any accessories and improvements therein or thereon) and the land. Any expenses incurred by Landlord in obtaining or attempting to obtain or negotiating a reduction of any Real Estate Taxes (including any interest due on such Real Estate Taxes or on monies used to pay such Real Estate Taxes), shall be added to and included in the amount of any such Real Estate Taxes. Landlord shall have no obligation to contest, object to or litigate the levying or imposition of any taxes and may settle, compromise, consent to, waive or otherwise determine in its discretion any Real Estate Taxes without the consent or approval of the Tenant.

(b) Other Additional Rent. All other sums of money or charges required to be paid by Tenant under this Lease, whether or not the same be specifically designated "additional rent". If such amounts and charges are not paid when due, as provided in this Lease, they shall thereafter be collectible as Additional Rent with the next installment of Base Rent becoming due, but nothing herein shall be deemed to suspend or delay the payment of any amount of money or charge.

(c) Payment of Additional Rent. At the commencement of the Lease Term and thereafter at least once each calendar year, Landlord shall deliver to Tenant a statement setting forth the monthly installment of Additional Rent that Landlord estimates will be needed to pay in full the Additional Rent for that calendar year. If at any time during the calendar year, Landlord determines that the initial estimate should be revised so that it will more closely approximate the expected actual Additional Rent, the Landlord may

the sums herein provided. If the total amount of estimated payments paid by Tenant for any fiscal period are less than the actual Additional Rent for the same period, Tenant shall pay the balance of Additional Rent in a lump sum within fifteen (15) days after Landlord delivers the statement to Tenant. If the total of the estimated payments is greater than the actual Additional Rent for the same period, Tenant shall receive a credit against the next due payment of estimated Additional Rent.

(d) Verification. Tenant or his representative shall have the right to examine Landlord's books and records with respect to the items in the foregoing statement of actual Additional Rent during normal business hours at any time within fifteen (15) days following the furnishing by the Landlord to the Tenant of the statement. Unless Tenant shall take written exception to any item within fifteen (15) days after the furnishing of the statement, the statement shall be considered as final and accepted by Tenant. Any amount due to Landlord as shown on any statement, whether or not written exception is taken thereto, shall be paid by Tenant within fifteen (15) days after Landlord shall have submitted the statement without prejudice to any such written exception.

(e) Proration. If the first year of the Lease Term commences on any day other than the first day of the Shopping Center fiscal year or if the last year of the Lease Term ends on any day other than the last day of the Shopping Center fiscal year, any payment due to Landlord by reason of any Additional Rent or estimated installment thereof shall be justly and fairly prorated. Even though the Term has expired and Tenant has vacated the Premises, when the final determination is made of Tenant's share of Additional Rent for the year in which this Lease terminates, Tenant shall immediately pay any increase due over the estimated Additional Rent previously paid and, conversely, any overpayment made shall be immediately rebated by Landlord to Tenant. This covenant shall survive the expiration or termination of this Lease.

### 5. CPI ADJUSTMENT

The Base Rent for each calendar year or portion thereof shall be further increased as of the first day of each year during the Lease Term by adding to the Base Rent then in effect the amount of the Cost of Living Increase (hereinafter defined). In no event shall the Base Rent be decreased under this Section 5.

(a) "Cost of Living Increase" shall mean the amount determined by multiplying the Initial Base Rent by a fraction; the numerator of which shall be the "Anniversary Month Index" less the "Base Index", and the denominator of which shall be the "Base Index", and subtracting from the result the total of all preceding Cost of Living Increases assessed against Tenant as additional Base Rent.

(b) "Index" shall mean Consumer Price Index for Urban Wage Earners and Clerical Workers (1982-84=100) issued by the Bureau of Labor Statistics of the United States Department of Labor.

(c) "Base Index" shall mean the Index for the calendar month in which this lease commences.

(d) "Anniversary Month Index" shall mean the Index for the month of \_\_\_\_\_ each year during the Lease Term.

(e) "Base Rent" shall be defined as annual rental divided by rentable square feet less per square foot operating expenses.

### 6. PERCENTAGE RENT

Tenant shall pay to Landlord, as Additional Rent, \_\_\_\_\_ percent of Tenant's gross sales (hereinafter defined) in excess of \$ \_\_\_\_\_ per lease year.

"Gross Sales" shall mean Tenant's total income from the sale and exchange of all merchandise or for services rendered in or on the Premises, for cash or open credit, or partly for cash and partly upon credit, regardless of collections or charges for which credit is given, and from all sales, charges for services and business transacted for which orders are taken in, from or upon the Premises during the Lease Term or any renewal or extension thereof, regardless of whether the merchandise is delivered, wholly or in part, and whether the services are rendered and the business is transacted in, on or from the Premises. Gross Sales shall not include sales taxes levied upon Tenant's sales or any refunds or credits granted by Tenant for merchandise returned or exchanged or for loss or damage to merchandise sold. Each sale, charge or business transaction upon installments, or a contract therefore, shall be treated as a sale for the full price or charge, and such full price or charges shall be included in Gross Sales in the calendar year during which such sale, charge or transaction shall be made.

Within twenty (20) days after the end of each calendar month, Tenant agrees to furnish Landlord with a

Landlord shall have the right to examine Tenant's sales accounts and sales records (which shall be kept in accordance with generally accepted accounting principles) or to have them examined by a certified public accountant or other agent of Landlord. In the event that such audit reveals a deficit in the amount of Rent paid by Tenant for the period under audit, Tenant hereby agrees to pay to Landlord the amount of such deficit, plus interest on such deficit at the rate of eighteen percent (18%) per annum. In addition, if such deficit is two percent (2%) or more of the amount of Percentage Rent paid, Tenant agrees to reimburse Landlord for one hundred percent (100%) of Landlord's reasonable audit costs.

## **7. UTILITIES.**

Tenant hereby acknowledges and agrees that it is the Tenant's responsibility to directly apply for and pay promptly, when due, for the cost of all utilities which are separately metered, servicing the Premises. In the event there are no separate meters, then Landlord shall pay such utilities expenses, and said expenses shall be pro-rated and charged back to the Tenants serviced by said common meters. Tenant shall not install any equipment nor shall Tenant use the Premises in a manner that will exceed or overload the capacity of any utility facilities. In no event shall Landlord be liable for any interruption or failure in the supply of utilities to the Premises.

## **8. SALES AND USE TAXES.**

Tenant agrees to pay all sales and use taxes arising by virtue of any amount due or payments made under this Lease for the privilege of occupying or using the Premises. All such taxes shall be paid to Landlord simultaneous to the due date for any amounts owing under this Lease which give rise to such taxes. Landlord shall forward all such taxes to the appropriate governmental authority.

## **9. INTEREST ON PAST-DUE PAYMENTS.**

In the event that any amounts owed by Tenant under this Lease are not paid when due, then Tenant shall pay to Landlord, as Additional Rent, interest of one and one-half percent (1.5%) per month, compounded monthly, on any past-due amounts; provided, however, that the interest shall not begin to accrue until five (5) days after the due dates of any such amounts.

## **10. MAINTENANCE.**

**10.1 Repairs by Landlord.** Landlord agrees to keep and maintain in good order and repair as an Operating Expense only the roof, structural components and exterior walls (exclusive of all signs, doors, windows and glass, including plate glass) of the Premises, except as to maintenance and repair relating to Tenant's exterior signs. If any such maintenance and repairs are caused in part or in whole by the act, neglect, fault or omission of any duty by Tenant, its agents, servants, employees, invitees, or any damage is caused by breaking and entering, then Tenant shall pay to Landlord the actual cost of such maintenance and repairs. Landlord gives to Tenant exclusive control of the Premises and shall be under no obligation to inspect the Premises. Tenant shall at once report in writing to Landlord any known defective condition which Landlord is required to repair pursuant to this section. Tenant's failure to report to Landlord any such condition or defect shall make Tenant responsible to Landlord for any liabilities, costs expenses and attorneys' fees incurred by Landlord as a result of such defect. Landlord shall not be liable for any failure to make such repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to Landlord by Tenant. Except as herein provided regarding casualty loss, there shall be no abatement of rent and no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of any repairs, alterations or improvements to or to any portion of the Shopping Center or the Premises or in or to fixtures, appurtenances and equipment therein. Tenant reserves the right to make repairs at Landlord's expense under any law, statute or ordinance now or hereafter in effect.

**10.2 Repairs by Tenant.** Tenant shall, at his own cost and expense, keep and maintain the Premises and appurtenances thereto and every part thereof, in good order the repair except portions of the Premises to be repaired by Landlord pursuant to Section 10.1 hereof. Without limiting the foregoing, Tenant agrees to keep in good order and repair and to replace as needed all fixtures pertaining to heating, air-conditioning, ventilation, water, sewer, electrical and sprinkler systems (if any) and Tenant shall be liable for any damage to such systems resulting from Tenant's misuse. Tenant shall obtain at his expense a service contract for repairs and maintenance of the heating and air-conditioning system that conforms to the warranty requirements of said system, if any. Tenant agrees to return the Premises to Landlord at the expiration or sooner termination of this Lease in as good condition and repair as when first received, reasonable wear and tear and damage by fire or other insurable casualty excepted. All damage or injury to the Premises, the building, or the Common Areas caused by the act or negligence of Tenant, its agents, employees, licensees, invitees or by visitors, shall be promptly repaired by Tenant at its sole cost and expense and to the satisfaction of Landlord. Landlord may make such repairs which are not promptly made by Tenant and charge Tenant for the cost thereof, and Tenant hereby agrees to pay such amounts on demand as Additional Rent hereunder.

## **12. MODIFICATION TO INTERIOR OF PREMISES.**

Tenant may not, without the prior written consent of Landlord, make additions, alterations, or improvements to the Premises; provided, however, that Tenant shall not have the right to make any additions, alterations, or improvements that affect the structure, structural strength or outward appearance of the Premises or the building. Tenant shall submit to Landlord complete and detailed plans and specifications for such work at the time approval is sought. Landlord may withhold approval in its absolute discretion. Any addition, alterations, or improvements made to the Premises shall be in compliance with all insurance requirements and regulations and ordinances of governmental authorities and shall, upon the expiration or sooner termination of the Lease Term, become the property of Landlord; provided, however, Landlord may at its option, require Tenant, at Tenant's sole cost and expense, to remove any such additions, alterations, or improvements at the expiration or sooner termination of the Lease Term, and to repair any damages to the Premises caused by such removal. Tenant hereby indemnifies Landlord against, and shall keep the Premises and Shopping Center free from any and all mechanics' liens or other such liens arising from any work performed, material furnished, or obligations incurred by Tenant in connection with the Premises or the Shopping Center, and agrees to discharge any lien which attaches as a result of such work immediately after the lien attaches or payment for the labor or materials is due. No mechanics', laborers' or materialmen's lien arising from any improvements made or work performed by or for Tenant shall attach to or become a lien on Landlord's interest in the Premises or the Shopping Center, but shall attach to and become a lien only on Tenant's leasehold interest. Landlord hereby reserves the right at any time and from time to time during the Lease Term to make any additions, alterations, changes or improvements (including without limitation, building additional stores) to the building in which the Premises are contained, and to build additional structures adjoining thereto. Landlord also reserves the right to construct other buildings and improvements in the Shopping Center from time to time and at any time during the Lease Term, including multi-level parking facilities and to make alterations thereto, to build additional stories on any such buildings, and to otherwise modify the common areas of the Shopping Center as Landlord may, in its sole discretion, deem appropriate.

Notwithstanding the foregoing, Tenant may decorate the interior of the Premises without first obtaining the consent of Landlord. Decorating items shall include, but not be limited to, painting, mirrors, carpeting, lighting and displays. Tenant's stock in trade and trade fixtures shall not become Landlord's property at the expiration or sooner termination of this Lease, unless abandoned by Tenant.

## **13. COMPLIANCE WITH ALL LAWS.**

Tenant, with respect to the Premises, agrees to properly comply with all laws, rules, and regulation of all federal, state, county and city governments or any political subdivisions thereof. Tenant further agrees to make no unlawful, improper or offensive use of the Premises, and to comply with all Rules and Regulations adopted by Landlord from time to time.

## **14. INSURANCE.**

**14.1 Liability Insurance.** Tenant shall carry at its own expense Comprehensive General Public Liability and Property Damage Insurance with combined single limits of not less than \$500,000 with insurance companies authorized to do business in this State and satisfactory to Landlord, insuring Landlord and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. The insurance policy or policies shall contain provisions prohibiting the modification or cancellation of insurance without at least thirty (30) days' prior written notice to Landlord. Tenant shall deliver said policies or certificates thereof to Landlord upon execution of this Lease and thereafter renewal policies or certificates shall be delivered to Landlord not less than thirty (30) days prior to the expiration of the policies of insurance. The limit of any such insurance shall not, however, limit the liability of the Tenant hereunder. Tenant may provide this insurance under a blanket policy, provided that said insurance shall have a Landlord's protective liability endorsement attached thereto. The failure of Tenant either to effect said insurance in the names herein called for or to pay the premiums therefor or to deliver said policies or certificates to Landlord shall permit Landlord to procure the insurance and pay the requisite premiums therefor, which premiums shall be paid to Landlord with the next installment of Rent.

**14.2 Property Insurance.** Tenant shall obtain and also pay for and maintain in full force and effect during the Term a standard form policy of fire insurance with standard form of extended coverage endorsement covering all stock and trade, trade fixtures, equipment and other personal property located in the Premises and used by Tenant in connection with its business. Tenant shall replace, at its sole cost and expense, any and all plate and other glass damaged or broken from any cause whatsoever in and about the Premises. Tenant shall procure and maintain, at its own expense, insurance covering all plate and other glass in the Premises for and in the name of Landlord. Tenant shall deliver certificates of such insurance to Landlord as provided in the first section of this Article.

**14.3 Subrogation.** As long as their respective insurers so permit, Landlord and Tenant hereby mutually waive their respective rights of recovery against each other's insurers for the full amount of any loss or damage.

option, cancel this lease with no further liability to the parties except to the extent of obligations which have accrued to the date of cancellation. In case of any damage or destruction occurring during the last twenty-four (24) calendar months of this Lease or any extension or renewal, to the extent of fifty percent (50%) or more of the insurable value of the Premises, Landlord may cancel this Lease as of the date of damage by giving Tenant notice within thirty (30) days of such damage. In no event shall Landlord be liable for damage or destruction to stock-in-trade, fixtures, furnishings, or other personal property belonging to the Tenant or belonging to others located in, on or about the Premises from any cause whatsoever.

#### 16. INDEMNIFICATION AND LIABILITY LIMIT.

16.1 Limited Liability. Landlord or its agents shall not be liable for any loss or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the building or from the pipes, appliances or plumbing works therein or from the roof, street or subsurface or from any other place resulting from dampness or any other cause whatsoever, unless caused by or due to the gross negligence or willful misconduct of Landlord, its agents, servants or employees. Landlord or its agents shall not be liable for interference with the light, air, or for any latent defect in the Premises. Landlord shall not be liable for any such damage caused by other tenants of the Shopping Center, or persons in or about the Premises or the Shopping Center, occupants of adjacent property, or the public, or caused by operations in construction of any private, public or quasi-public work. All property of Tenant kept or stored on the Premises shall be so kept or stored at the risk of Tenant only and Tenant shall hold same, including subrogation claims by Tenant's insurance carrier, unless such damage shall be caused by the willful act or neglect of Landlord. The term "Landlord" as used in this Lease means only the owner for the time being of the building in which the Premises are located. Landlord shall be under no personal liability with respect to any of the provisions of this Lease and if Landlord is in default with respect to its obligations under this Lease, Tenant shall look solely to the equity of the Landlord in the Premises for the satisfaction of Tenant's remedies. It is expressly understood and agreed that Landlord's liability under the terms of this Lease shall in no event exceed its equity interest in the Premises.

16.2 Indemnification. Tenant shall indemnify and hold harmless Landlord against and from any and all claims arising from Tenant's use of the Premises or from the conduct of its business or from any activity, work, or other things done, permitted or suffered by the Tenant in or about the Premises, and shall further indemnify and hold harmless Landlord against and from any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of the Tenant, or any officer, agent, employee, guest, or invitee of Tenant, and from all costs, attorney's fees (whether at trial or on appeal), and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon. If any action or proceeding is brought against Landlord by reason of such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises, from any cause other than Landlord's gross negligence or willful misconduct; and Tenant hereby waives all claims in respect thereof against Landlord. Tenant shall give prompt notice to Landlord in case of casualty or accidents in the Premises.

#### 17. SUBORDINATION.

This Lease and all rights of Tenant hereunder are subordinated to the liens of any mortgages covering the Premises which are, or shall later be, placed upon the Premises or any additions to it. Tenant agrees to execute and deliver such further instruments subordinating this Lease to the lien of such mortgage as shall be desired by any mortgagee and such estoppel and other certificates as may be required from time to time by Landlord in connection with the financing or sale of the Shopping Center. Tenant hereby irrevocably appoints Landlord attorney-in-fact of Tenant to execute and deliver such instruments.

#### 18. PARKING; USE OF COMMON AREAS.

Tenant shall have the right in common with other tenants to use automobile parking areas, driveways and walkways in connection with its business subject to any reasonable regulations for the use thereof specified by Landlord, including but not limited to rules pertaining to parking of automobiles of Tenant's employees. Landlord shall have control and management of common areas including the right to use portions thereof for shows, displays, kiosks, sidewalk vendors, and other commercial or other purposes. Landlord shall not interfere with ingress and egress to and from the Premises of Tenant's employees or patrons, nor shall Landlord hinder the visibility of Tenant's Premises; provided, however, that the foregoing shall not be construed to limit Landlord's performance of work, repairs, maintenance, or construction, or Landlord's rights to alter the Shopping Center or common areas.

#### 19. MERCHANTS' ASSOCIATION; BUSINESS HOURS.

If Landlord shall so request, Tenant agrees to become and remain a member in good standing of any

## **20. EVENTS OF DEFAULT; REMEDIES.**

The following events, or any one of them, shall be events of default under this Lease:

(a) Tenant shall fail to make any payment due under this Lease within three (3) days after the same is due and payable; or

(b) Tenant shall fail to perform or comply with any of the other terms, covenants or conditions hereof and such failure shall continue for more than ten (10) days after written notice thereof from Landlord; or

(c) Tenant shall discontinue its business on the Premises or vacate or desert the Premises; or

(d) Tenant shall become insolvent or bankruptcy proceedings shall be begun by or against Tenant.

In the event of a default, Landlord may immediately or any time thereafter, and without further notice or demand, re-enter and take possession of the Premises and remove all persons and property therefrom (as provided below), and at that time or any time thereafter at its option terminate this Lease, or take such other actions as may be permitted by law or this Lease. Landlord may elect to re-enter and take possession of the Premises without terminating this Lease, and if such election is made Landlord may, at its sole option, relet the Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease), at such rental or rentals and upon such other terms and conditions as Landlord in its discretion may deem advisable with the right to make alterations and repairs to the Premises. Upon any such reletting, Landlord shall receive and collect the rents therefor, applying the same first to the payment of such expenses as Landlord may have paid, assumed or incurred in recovering possession of the Premises, including costs, expenses and attorneys' fees, and for placing the same in good order and condition, or repairing or altering the same for reletting and all other expenses, commissions and charges paid, assumed and incurred by Landlord in or about reletting the Premises, and then to the fulfillment of the obligations of Tenant. In the alternative, Lessor may declare the entire remaining rent and additional rent to be immediately due and payable, and shall be entitled to recover from Tenant the amount of rent and additional rent reserved in this Lease for the balance of the Lease Term.

Upon default and in addition to any other rights or remedies which Landlord may have, if Landlord has elected to re-enter, Landlord may remove all persons and property from the Premises and dispose or discard such property in any manner whatsoever, including being stored in a public warehouse or elsewhere at the cost of and for the account of Tenant, all without service of additional notice to Tenant or any person claiming an interest in said property or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby.

## **21. NOTICES.**

Any notices required or permitted to be given hereunder shall be in writing and delivered by hand, sent by certified mail, or by national overnight courier, addressed as follows: if to Landlord, at the address where the last previous rental hereunder was payable; and if to Tenant, at the premises, or, either such place as Tenant may from time to time designate by notice to Landlord. In the case of personal delivery, notice shall be deemed to occur on the date of actual delivery. In the case of notice by certified mail, notice shall be deemed to occur on the date of posting.

## **22. CONDITION OF PREMISES.**

Tenant hereby acknowledges that Tenant has examined the Premises and that taking possession of the Premises shall be an acknowledgement by Tenant that the Premises are in good and tenable condition, and satisfactory to Tenant, at the beginning of the term hereof. Landlord is under no duty to make repairs or alterations at the time of letting or at any time thereafter unless specially set forth elsewhere herein. No agreement relative to any alterations, additions or improvement if required by any such agreement shall in any way affect the payment of all Rent at the times specified in this Lease.

## **23. WAIVER.**

Waiver by Landlord, either expressed or implied, of any breach of any term or condition herein contained shall not be deemed to be a waiver of any other term or condition. The subsequent acceptance of Rent by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant.

## **24. WAIVER OF TRIAL BY JURY.**

of the date of such condemnation, or as of the date possession is taken by the condemning authority, whichever is later. No award for any total or partial taking shall be apportioned and Tenant hereby assigns to Landlord any award which may be made in such taking in condemnation, together with any or all rights of Tenant now or hereafter arising in or to the same or any part thereof; provided, however, that nothing contained herein shall be deemed to give Landlord any interest in or require Tenant to assign to Landlord any award made to Tenant for the taking of personal property and fixtures belonging to Tenant and removable by Tenant at the expiration of the Term as provided hereunder or the interruption of or damage to Tenant's business. In the event of a partial taking which does not result in the termination of this Lease, the Minimum Rent shall be apportioned according to the part of the Premises remaining usable by Tenant.

## **26. ENTIRE AGREEMENT; SUCCESSORS; ASSIGNMENT AND SUBLETTING.**

This agreement contains the entire and only agreement between the parties concerning the Premises and shall be binding on the heirs, personal representatives, successors and assigns, respectively, of each party. This Agreement shall be construed in its entirety. The subject headings of particular sections are for convenience sake and shall not control the construction of the Agreement. In the event that any part of this Agreement shall be deemed unenforceable, that part of the Agreement shall be relaxed so as to be construed in a manner most consistent with its original intent, and the rest of the Agreement shall remain in full force and effect according to its terms. Tenant acknowledges that neither Landlord nor Landlord's agents, employees or contractors have made any representations or promises with respect to the Premises, the Shopping Center or this Lease except as expressly set forth herein. No modification of this Lease shall be enforceable unless the modification is in writing and signed by the party against which enforcement is sought. Tenant shall not, without the prior written consent of Landlord, assign or encumber this Lease or any right hereunder or sublet the Premises. Such consent may be withheld in Landlord's sole discretion. In the event of any such permitted assignment, encumbrance or subletting, Tenant shall remain liable for payment of all Rent and other charges provided in this Lease and for the performance of all of its covenants and conditions. In the event Tenant subleases the Premises, or any portion thereof, or assigns this Lease with the consent of the Landlord at an annual basic rental in excess of that provided for herein, one-half (1/2) of such excess shall be paid by the Tenant to the Landlord within ten (10) days after such excess is received by Tenant.

## **27. INDEPENDENCE OF COVENANTS.**

An allegation by Tenant of Landlord's breach of this Lease shall not excuse Tenant's performance of its obligations, monetary and otherwise, under this Lease, and Tenant shall not be entitled to any right of set-off so long as the alleged claim has not been reduced to judgment.

## **28. 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.

## **29. QUIET ENJOYMENT; ACCESS TO PREMISES; SURRENDER.**

So long as Tenant is not in default hereunder, Tenant shall be entitled to peacefully and quietly enjoy possession of the Premises, and Landlord shall defend Tenant's right to the same in any action brought by any third party at Landlord's cost and expense. Notwithstanding the preceding sentence, Landlord, or its representative, shall have the right to enter upon the Premises at any reasonable time for the purpose of inspecting, making repairs, or showing the premises to prospective tenants within the last six (6) months of the term or any renewal or extension of this lease. Landlord or its representatives shall have access to the Premises provided that such entries shall be accomplished in a manner least likely to interfere with Tenant's business. On the last day of the term of this lease or upon the earlier termination thereof for any reason, Tenant shall peacefully and quietly surrender the Premises in good order and repair.

## **30. HOLDING OVER.**

If Tenant shall continue to occupy and remain in the Premises at the expiration of said term, and prior thereto a renewal thereof has not been negotiated, then it is agreed between the parties that in such event such possession by the Tenant shall be considered as a month-to-month tenancy and subject to the same rentals, covenants and conditions as originally written herein, and no extension of said lease, other than for month-to-month, shall be valid unless expressly stipulated in writing by Landlord. If the Tenant shall hold said Premises or refuse to give possession thereof after the termination of lease by lapse of time or otherwise, and after having received thirty (30) days notice to vacate, then Tenant agrees to pay for each month of such holding as liquidated damages, twice the amount above stipulated as monthly rental, and, in addition thereto, shall pay the Tenant's share of the operating



~~obligations under this lease. In the event that Landlord applies any or all of such security deposit to cure any such default prior to the expiration or earlier termination of this lease, Tenant shall promptly replace the amount so applied so that at all times hereunder the security deposit will be maintained at the sum above stated. The amount of such replacement of the security deposit shall be immediately payable as additional rent hereunder. Landlord shall return any remaining portion of such security deposit to Tenant, without interest, within thirty (30) days after the expiration or earlier termination of this lease.~~

32. HAZARDOUS MATERIAL.

(a) Tenant shall not store, dispose, or bring on or about the Premises any hazardous waste, contaminants, oil, gasoline, radioactive or other materials the removal of which is required or the maintenance of which, or exposure to which is prohibited, limited, regulated or penalized by any local, state or federal agency, authority or governmental unit, or which, even if not so regulated, poses a hazard to the health and safety of the occupants of the Shopping Center or of property adjacent to the Shopping Center.

(b) In the event Tenant or its agents bring such materials or permit the same to be brought onto the Premises or any Common Areas of the Shopping Center, Tenant shall cause the same to be immediately removed, and Tenant's obligation to so remove shall survive this Lease and shall inure to the benefit of any purchaser or successor in title of the Shopping Center.

(c) Tenant shall promptly notify Landlord of any violation of this Rule of which Tenant has actual knowledge, it being understood that such rule is intended to ensure the economic and physical well-being of all concerned.

33. OTHER PROVISIONS.

If numbered in the blanks provided, paragraphs 34 through       , inclusive, <sup>is</sup> are attached hereto and made a part of this Lease.


IN WITNESS WHEREOF, this Lease has been duly executed by Landlord and Tenant as of the day and year first above written.

Signed and acknowledged in the presence of:

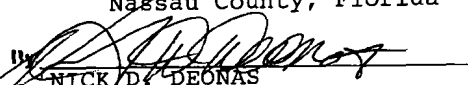
TREVETT CONSTRUCTION GROUP, INC.  
LANDLORD:

By: 

ATTEST:

  
J. M. "CHIP" O'LEARY, JR.  
Its: Ex-Officio Clerk

TENANT: Board of County Commissioners  
Nassau County, Florida

By:   
NICK DELEONAS  
Its: Chairman

Approved as to form by the  
Nassau County Attorney

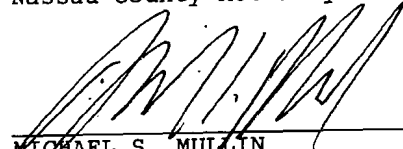
  
MICHAEL S. MULLIN

EXHIBIT " A "

RULES AND REGULATIONS

1. All deliveries or shipments of any kind to and from the Premises, including loading of goods, shall be made only by way of the rear of the Premises or at any other location designated by Landlord, and only at such time designed for such purpose by Landlord.
2. Tenant shall not use the public or Common Areas in the Shopping Center for business purposes or special events unless prior approval in writing has been granted by the Landlord.
3. Plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein.
4. Tenant shall use, at Tenant's cost, a pest extermination contractor at such intervals as Landlord may require, but no less often than once annually.
5. Tenant shall not place, or permit:
  - a. Displays, decorations or shopping carts on the sidewalk in front of the Premises or upon any of the Common Areas of the Shopping Center.
  - b. Anything to be displayed, stacked, hung from the ceiling, racked, stored, etc. on the sidewalks outside the shops unless the Tenant:
    1. Obtains the Landlord's prior written approval; and
    2. Acquires adequate insurance coverage; and
    3. Accepts all liability for the sidewalk outside the shops.
6. Prior to installation, the Landlord must approve in writing all signs of any type which are to be installed or displayed in the Common Areas. Unauthorized signs will be removed by Landlord without notice.
7. Soliciting for any reason in the Common Areas requires prior written approval from the Landlord.
8. Distribution of sales flyers, pamphlets, or any type of advertising literature in the Common Areas, on parked cars, etc. is only permitted with the prior written approval of the Landlord. Distribution of sales flyers, pamphlets, or any type of advertising literature by anyone other than the tenants in the Shopping Center is not permitted.
9. Landlord reserves the right to change Landlord's sign criteria so long as the new sign criteria is uniformly enforced by the Landlord.

EXHIBIT " B "

SIGN CRITERIA

PURPOSE:

The purpose of this sign criteria is to give the Tenant an outline for the design and placement of Tenant's signs. In order to create and maintain a pleasant and appealing atmosphere in the Shopping Center, Tenant hereby agrees to submit sketches of said signs to Landlord for written approval before placing order for construction of signs.

LOCATION:

1. Normal signing surface is parapet area above shop.
2. No roof-mounted signs allowed.
3. Creative placing of signs in other places will be considered by the Landlord and approved is attractive.

TYPE SIGNS:

1. Signs may be made up of individual letters either illuminated or non-illuminated.
2. Sign material shall be subject to Landlord's approval.
3. Height of sign subject to Landlord's approval.
4. Length of sign not to exceed 80% of the width of the store front.
5. Can-type signs will be permitted.
6. No exposed neon signs.
7. No moving, flashing, or rotating signs of any type.
8. No signs painted on walls or other surfaces.
9. No rear signs except letters less than 3" high on door.

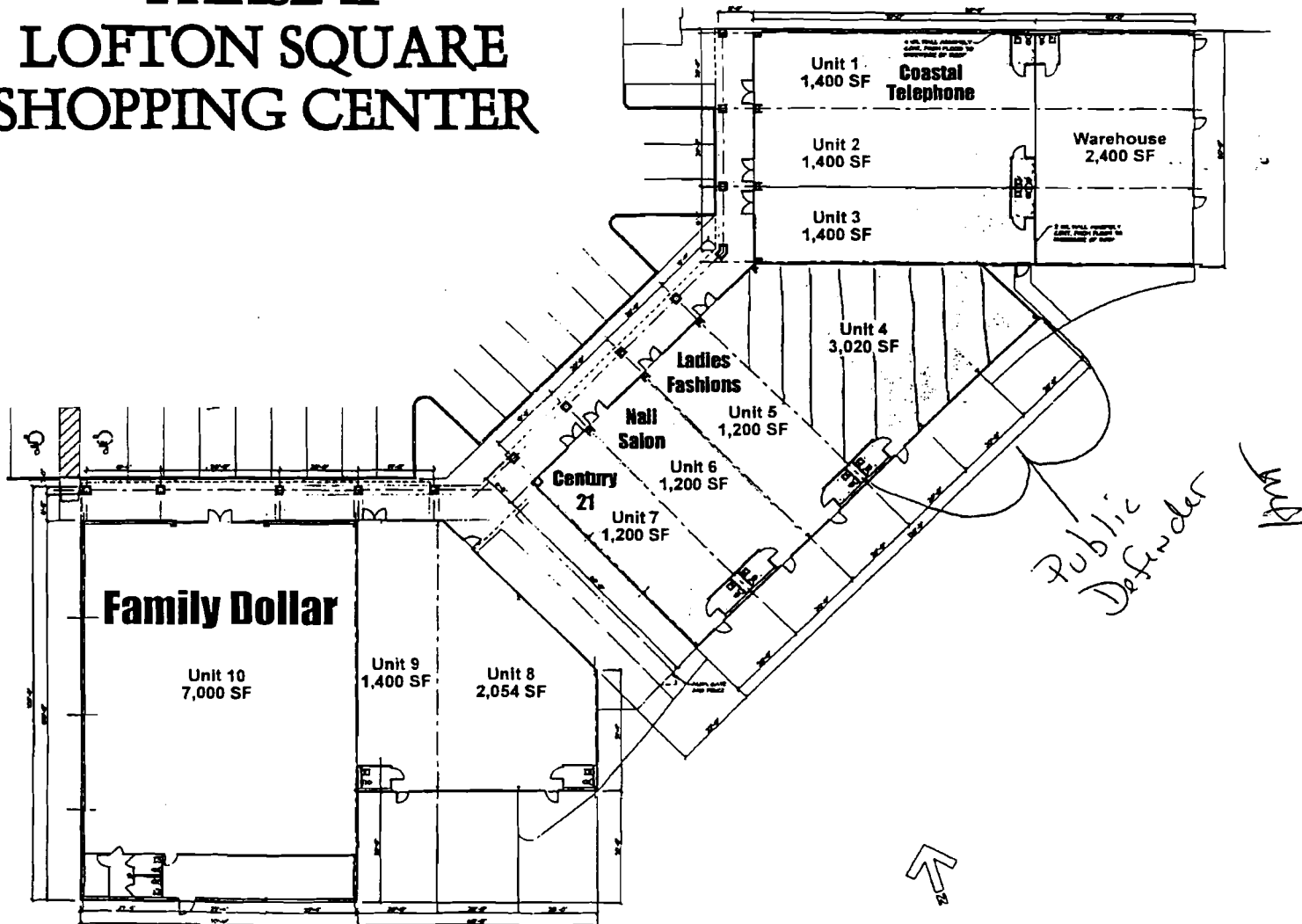
**EXHIBIT "C"**  
**Work Letter for Suite 11**  
**Nassau County Clerk of Court**

Landlord will provide drop-in ceiling tiles; light fixtures; HVAC acceptable and sufficient for a retail space; electrical outlets to code and there will be one handicap accessible bathroom. Anything above these standard finishes will be at the cost and responsibility of the Tenant – Nassau County Public Defender.

The separation or Tenant demising wall between Suite 10 and Suite 11 will be built by the County, but the Landlord will reimburse the County for the cost of this wall. The Landlord asks that the cost be provided to him and approved prior to the wall being constructed.

RWS/ks/exhibitc1

# PHASE II LOFTON SQUARE SHOPPING CENTER



34. Landlord shall provide parking spaces for Tenant's use that comply with the Florida Accessibility Code and the ADA. Said parking spaces shall be located so as to provide access to the demised premises as required by the Florida Accessibility Code and the ADA. Tenant's ADA expert shall inspect said spaces and certify that they meet the hereinbefore-stated requirements. If Tenant's expert does not certify that they meet the requirements, Landlord shall provide the spaces within thirty (30) days of notification.



P.O. BOX 17833

FLORIDA 32246

904-261-2235

FAX 904-277-6503

February 27, 2003

Nassau County Florida  
c/o Board of County Commissioners  
191 Nassau Place  
Yulee, Florida 32097

**RE: LEASE EXTENSION**

Gentlemen:

We are pleased to acknowledge and accept Nassau County's request to extend current leases at Lofton Square Shopping Center on behalf of the County's Finance Division and the public Defender's Office. All terms and conditions of our lease shall stay the same. New lease to run from April 1, 2003 to March 31, 2004. The new base rental rate shall increase, as in past years 5%. Accordingly, the new base rents are as follows:

Finance Division	\$4,476.15
Public Defender's Office	\$3,495.45

Kindly acknowledge receipt and acceptance in the space provided.

Forward the new payment amount with April's rent payment.

Sincerely,

A handwritten signature in black ink, appearing to read 'Harry R. Trevett', written over a horizontal line.

Harry R. Trevett

A handwritten signature in black ink, written over a horizontal line.

Acknowledged and Accepted for Nassau County

A handwritten signature and date '3/25/03' written over a horizontal line.

Date



---

## Facsimile Cover Sheet

**To:** Joyce  
**Company:** Nassau County Clerk's Office  
**Phone:** (904) 321-5703  
**Fax:** (904) 321-5795

**From:** Norma Douglas  
**Company:** Trevett Homes  
**Phone:** 904/261-2235  
**Fax:** 904/277-6503

**Date:** 02/27/03

**Pages including this cover**

**page:** 2

---

Attached is the Lease Extension letter we discussed. Hard copy to follow via USPS.

2-28-03  
2 originals received in mail.  
Chip signed them.  
One original returned to Trevett  
" " retained in file  
One copy sent to Finance



LEASE SUMMARY OF  
TERMS AND CONDITIONS

PROPERTY: Lofton Square Shopping Center

TENANT TRADE NAME: Nassau County Florida c/o Board of County Commissioners

TENANT NAME: Clerk of Court - Finance Department

TENANT ADDRESS: c/o Board of County Commissioners

CITY/STATE/ZIP: Fernandina Beach, Florida 32035 - 1010

CONTACT PERSON: Walt Gossett, County Coordinator and  
J.M. Oxley, Jr, Clerk of Courts

PHONE/FAX: 904-321-5782

GUARANTOR: Nassau County

LEASE PREMISES ADDRESS/UNIT NO.: 3159 East State Road 200,  
Suite 9 and 10 (or Unit 2 and 3)

LEASE PREMISES S.F./DIMENSIONS: Yulee, FL 32097  
4,400 square feet

LEASED PREMISES TO INCLUDE:

- (A) One single glass front entrance door.
- (B) One HVAC unit with \_\_\_\_\_ ducts.
- (C) \_\_\_\_\_ electrical outlets to code.
- (D) \_\_\_\_\_ telephone outlets.
- (E) \_\_\_\_\_ fluorescent ceiling light fixtures.
- (F) Unfinished drywall walls.
- (G) Drop ceiling tile.
- (H) One single rear entrance.
- (I) Plumbing to include: 2 handicap accessible bathrooms
- (J) A separation wall between suites 10 and 11. Will be built by Tenant  
but Landlord will approve such cost. (See Exhibit "C")

USE CLAUSE: Clerk of Court - Finance Department

ORIGINAL LEASE TERM: 3 Year

DELIVERY DATE PREMISES TO TENANT: February 21, 2000, ~~19~~ (estimated)

RENT COMMENCEMENT DATE: The earlier of February 21, 2000, ~~19~~  
or when they open for business

MINIMUM RENTAL: Year 1 @ \$ 10.55 psf / \$ 3,866.67 monthly / \$ 46,400.00 annually  
Year 2 @ \$ 11.07 psf / \$ 4,060.00 monthly / \$ 48,720.00 annually  
Year 3 @ \$ 11.63 psf / \$ 4,263.00 monthly / \$ 51,156.00 annually

7%

\*Plus applicable Florida State Sales Tax ~~6%~~ and pro-rata share of Operating Expense --  
or give Landlord tax exempt status.

PERCENTAGE RENTAL:

RENEWAL OPTION TERM: Two (2) - one (1) year options

RENEWAL MINIMUM RENTAL:

## GUARANTY

IN CONSIDERATION of, and as an inducement for the granting, execution and delivery of a certain lease dated \_\_\_\_\_, 19\_\_\_\_ (herein the "Lease"), by Trevett Construction Group, Inc. Landlord therein named (herein the "Landlord") to Nassau County therein named (herein the "Tenant"), and in further consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration paid by Landlord to the undersigned, the receipt and sufficiency of which are hereby acknowledged, the undersigned Nassau County (herein the "Guarantor"), hereby guarantees to the Landlord, its successors and assigns, the full and prompt payment of Rent, as defined in the Lease, and any and all other sums and charges payable by Tenant, its successors and assigns, under the Lease, and hereby further guarantees the full and timely performance and observance of all the covenants, terms, conditions and agreements of the Lease to be performed and observed by Tenant, its successors and assigns; and Guarantor hereby covenants and agrees to and with Landlord, its successors and assigns, that if default shall at any time be made by Tenant, its successors or assigns, in the payment of Rent, or if Tenant should default in the performance and observance of any of the terms, covenants, provisions or conditions contained in the Lease, Guarantor shall and will forthwith pay such Rent to Landlord, its successors and assigns, and any arrears thereof, and shall and will forthwith faithfully perform and fulfill all of such terms, covenants, conditions and provisions, and will forthwith pay to Landlord all damages including without limitation, all reasonable attorneys fees, and disbursements incurred by Landlord or caused by any such default and/or by the enforcement of this Guaranty. If at any time the term "Guarantor" shall include more than one (1) person or entity, the obligations of all such persons and/or entities under this Guaranty shall be joint and several.

This Guaranty is an absolute and unconditional Guaranty of payment and of performance. It shall be enforceable against Guarantor, its successors and assigns, without the necessity for any suit or proceedings on Landlord's part of any kind or nature whatsoever against Tenant, its non-observance of any notice of acceptance of this Guaranty or of any other notice or demand to which Guarantor might otherwise be entitled, all of which the Guarantor hereby expressly waives; and Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of the Guarantor hereunder shall in no wise be terminated, affected, diminished or impaired by reason of the assertion or the failure to assert by Landlord against Tenant, or against Tenant's successors or assigns, of any of the rights or remedies reserved to Landlord pursuant to the provisions of the Lease.

This Guaranty shall be a continuing Guaranty, and the liability of Guarantor hereunder shall in no way be affected, modified or diminished by reason of any assignment, renewal, modification or extension of the Lease or by reason of any modification or waiver of or change in any of the terms, covenants, conditions or provisions of the Lease by Landlord and Tenant, or by reason of any extension of time that may be granted by Landlord to Tenant, its successors or assigns or by reason of any dealings or transactions or matter or thing occurring between Landlord and Tenant, its successors or assigns or by reason of any bankruptcy, insolvency, reorganization, arrangement, assignment for the benefit of creditors, receivership or trusteeship affecting Tenant, whether or not notice thereof or of any thereof is given to Guarantor.

Guarantor warrants and represents to Landlord that it has the legal right and capacity to execute this Guaranty. In the event that this Guaranty shall be held ineffective or unenforceable by any court of competent jurisdiction, then Guarantor shall be deemed to be a tenant under the Lease with the same force and effect as if Guarantor were expressly named as a joint tenant therein.

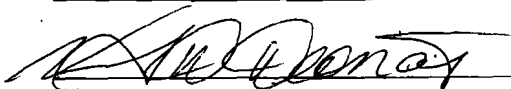
All of the Landlord's rights and remedies under the Lease or under this Guaranty are intended to be distinct, separate and cumulative, and no such right or remedy therein or herein mentioned is intended to be an exclusion of or a waiver of the other right or remedy available to Landlord.

As used herein, the term "successors and assigns" shall be deemed to include the heirs and legal representatives of Tenant and Guarantor, as the case may be.

This Guaranty shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to the conflicts of law, or in accordance with the laws of the jurisdiction in which the premises demised pursuant to the Lease is located.

IN WITNESS WHEREOF, the Guarantor has executed this Guaranty the 22nd day of February,  
2000

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA



NICK D. DEONAS

Its: Chairman

Witnesses:

ATTEST:

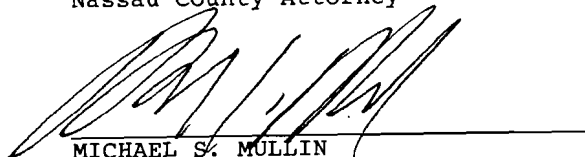
COMPLETES  
TREVETT.GUA



J. M. "Chip" OXLEY, JR.

Its: Ex-Officio Clerk

Approved as to form by the  
Nassau County Attorney



MICHAEL S. MULLIN

Lofton Square Shopping Center

Lense to

Nassau County Clerk of Court

Lofton Square Shopping Center  
Fernandina Beach, Florida

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To

Nassau County Clerk of Court

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## LEASE AGREEMENT

THIS AGREEMENT OF LEASE is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_, by and between Trevett Construction Group, Inc. (hereinafter called "Landlord") and Nassau County Clerk of Court (hereinafter called "Tenant").

### 1. PREMISES.

Landlord does hereby demise and lease to Tenant, and Tenant does hereby hire and lease from Landlord, Unit No. 2,3 or Suite 9010 Lofton Square (hereinafter referred to as the "Premises"), which is a portion of a shopping center (the "Shopping Center") located on certain real property in Fernandina Beach, Nassau County, Florida, as outlined in Exhibit "A" attached hereto and made a part hereof. Said premises contain approximately 4,400 square feet, extend to the exterior faces of the front and rear walls and to the center line of those walls separating the Premises from the other units in the Shopping Center.

### 2. PURPOSE.

Tenant agrees to occupy and use the Premises as The Clerk of the Court - Finance Department and for no other purpose. Tenant agrees that it will not interfere with or infringe on the use rights of other tenants in the Shopping Center nor conduct any activity which may injure or annoy other tenants of the Shopping Center.

### 3. TERM; ACCEPTANCE OF PREMISES.

3.1 Lease Term. The term of the Lease (the "Lease Term") shall be three (3) Lease Years (as hereinafter defined) and shall commence on the "Commencement Date" determined as follows (check applicable item): with two (2) - one (1) year options to renew.

X (a) On the 21st day of February, 2000, if the Premises are being leased in its "as is" condition or subject to such incidental work as is to be performed by Landlord prior to said date (this work, if any, is set forth in Exhibit "D" and labelled "Landlord's Work").

(b) 30 days after substantial completion of the Premises in accordance with Landlord's plans and specifications for construction of the Shopping Center, or when the Tenant opens for business, whichever is sooner. The term "substantial completion" is defined as the date on which Landlord or its Architect notifies Tenant in writing that the Premises are substantially complete so as to permit Tenant to occupy the Premises and to install therein its trade fixtures and furnishings, with the exception of such work as Landlord cannot complete until Tenant performs necessary portions of its work. Thereafter, Landlord shall not be liable for any loss or damage sustained by Tenant. Tenant shall commence the installation of fixtures, equipment, and any of Tenant's Work as set forth in said Exhibit "B", promptly upon substantial completion of Landlord's work in the Premises and shall diligently prosecute such installation to completion, and shall open the Premises for business not later than the expiration of said 30-day period.

3.2 Acceptance of Premises. Tenant acknowledges that it has fully inspected and accepts the Premises in its present condition and "as is", or, if the Premises are yet to be constructed, that it has reviewed the drawings and specifications for construction of the Premises and will accept the Premises when they are constructed substantially in accordance with said drawings and specifications, and in either event, that the Premises are suitable for the uses specified herein.

3.3 Lease Year Defined. The term "Lease Year" shall mean a period of twelve (12) consecutive full calendar months. If the commencement date is not the first day of a calendar month, then the first Lease Year shall consist of twelve (12) consecutive full calendar months plus the partial month beginning on the commencement date and ending on the last day of that month. Each succeeding Lease Year shall commence upon the first day of the calendar month coinciding with or following the anniversary date of the Commencement Date of the Lease Term.

3.4 Effective Date. Landlord and Tenant acknowledge that certain obligations under various articles of this Lease commence prior to the Commencement Date of the Lease Term (e.g. construction, indemnities, liability insurance) and agree that this is a binding and enforceable agreement as of the date hereof.

**4.1 Base Rent.** Base Rent, as set forth below in monthly installments in advance, on, or before the first day of each calendar month during the Lease Term:

Rental Period	Monthly Base Rent	Sales Tax at 6% - 7%	Total
2/21/00 - 2/20/01	\$3,866.67	(Exempt status -	\$46,400.00
2/21/01 - 2/20/02	\$4,060.00	government facility)	\$48,720.00
2/21/02 - 2/20/03	\$4,263.00		\$51,156.00

Payments of Rent not received by the fifth of the month shall be subject to a late charge of five percent (5%) of the unpaid rent, but not less than Twenty-Five and 00/100 Dollars (\$25.00). The first full calendar month of Base Rent shall be paid on the execution of this Lease. If the Commencement Date is other than the first day of a calendar month, the Base Rent for the period from the Commencement Date to the first day of the next succeeding month shall be pro-rated on a per diem basis and shall be paid on the Commencement Date.

**4.2. Additional Rent.** It is the intent of the parties that the Rent payable to Landlord is absolutely net of all expenses associated with the operation of the Shopping Center and all sales or use taxes imposed on the Rent. Therefore, in addition to Base Rent, Tenant shall pay its proportionate share of Operating Expenses as Additional Rent.

(a) "Operating Expenses" shall mean all costs of management, operating, maintenance and replacement of the Shopping Center, and improvements thereon and appurtenances thereto, all accrued and based on a calendar year period as determined by generally accepted accounting principles, including by way of illustration but not limitation: Real Estate Taxes and personal property taxes, assessments and governmental charges; telephone, electricity, gas, water, sewerage and other utility charges; premiums of public liability insurance, rental and property damage insurance, and such other insurance as Landlord deems appropriate; janitorial sweeping and cleaning services; license, permit and inspection fees; heating and cooling (if any, but not of Leased Premises); maintenance and repair; general operation and maintenance costs and expense; costs of resurfacing, repainting and restriping; policing; purchase, construction and maintenance of refuse receptacles; planting and relandscaping; directional signs and other markers; lighting; an allowance to Landlord for Landlord's supervision of maintenance and operation of the Common Areas in an amount equal to 15% of the Operating Expenses; all labor and supplies required by the foregoing; and all other costs necessary in Landlord's judgment for the reasonable maintenance, repair, replacement and operation of the Common Areas and the roof and exterior walls of the Shopping Center; and labor and supplies; excluding, however, depreciation, capital expenditures, costs of building alterations and commissions paid for leasing. Amounts received by Landlord pertaining to Operating Expenses for those premises, if any, not included in the Gross Leasable Area of the Shopping Center shall be deducted from the foregoing costs. "Proportionate Share" means a fraction which has as its numerator, the Gross Leasable Area of the Premises, and as its denominator, the Gross Leasable Area of the Shopping Center. "Real Estate Taxes" means any and all taxes, rates, assessments and impositions, general and special, levied or imposed with respect to the Shopping Center buildings (including any accessories and improvements therein or thereto) and the land. Any expenses incurred by Landlord in obtaining or attempting to obtain or negotiating a reduction of any Real Estate Taxes (including any interest due on such Real Estate Taxes or on monies used to pay such Real Estate Taxes), shall be added to and included in the amount of any such Real Estate Taxes. Landlord shall have no obligation to contest, object to or litigate the levying or imposition of any taxes and may settle, compromise, consent to, waive or otherwise determine in its discretion any Real Estate Taxes without the consent or approval of the Tenant.

(b) **Other Additional Rent.** All other sums of money or charges required to be paid by Tenant under this Lease, whether or not the same be specifically designated "additional rent". If such amounts and charges are not paid when due, as provided in this Lease, they shall thereafter be collectible as Additional Rent with the next installment of Base Rent becoming due, but nothing herein shall be deemed to suspend or delay the payment of any amount of money or charge.

(c) **Payment of Additional Rent.** At the commencement of the Lease Term and thereafter at least once each calendar year, Landlord shall deliver to Tenant a statement setting forth the monthly installment of Additional Rent that Landlord estimates will be needed to pay in full the Additional Rent for that calendar year. If at any time during the calendar year, Landlord determines that the initial estimate should be revised so that it will more closely approximate the expected actual Additional Rent, the Landlord may



the sums herein provided. If the total amount of estimated payments paid by Tenant for any fiscal period are less than the actual Additional Rent for the same period, Tenant shall pay the balance of Additional Rent in a lump sum within fifteen (15) days after Landlord delivers the statement to Tenant. If the total of the estimated payments is greater than the actual Additional Rent for the same period, Tenant shall receive a credit against the next due payment of estimated Additional Rent.

(d) Verification. Tenant or its representative shall have the right to examine Landlord's books and records with respect to the items in the foregoing statement of actual Additional Rent during normal business hours at any time within fifteen (15) days following the furnishing by the Landlord to the Tenant of the statement. Unless Tenant shall take written exception to any item within fifteen (15) days after the furnishing of the statement, the statement shall be considered as final and accepted by Tenant. Any amount due to Landlord as shown on any statement, whether or not written exception is taken thereto, shall be paid by Tenant within fifteen (15) days after Landlord shall have submitted the statement without prejudice to any such written exception.

(e) Proration. If the first year of the Lease Term commences on any day other than the first day of the Shopping Center fiscal year or if the last year of the Lease Term ends on any day other than the last day of the Shopping Center fiscal year, any payment due to Landlord by reason of any Additional Rent or estimated installment thereof shall be justly and fairly prorated. Even though the Term has expired and Tenant has vacated the Premises, when the final determination is made of Tenant's share of Additional Rent for the year in which this Lease terminates, Tenant shall immediately pay any increase due over the estimated Additional Rent previously paid and, conversely, any overpayment made shall be immediately rebated by Landlord to Tenant. This covenant shall survive the expiration or termination of this Lease.

### 5. CPI ADJUSTMENT.

The Base Rent for each calendar year or portion thereof shall be further increased as of the first day of \_\_\_\_\_ each year during the Lease Term by adding to the Base Rent then in effect the amount of the Cost of Living Increase (hereinafter defined). In no event shall the Base Rent be decreased under this Section 5.

(a) "Cost of Living Increase" shall mean the amount determined by multiplying the Initial Base Rent by a fraction; the numerator of which shall be the "Anniversary Month Index" less the "Base Index", and the denominator of which shall be the "Base Index", and subtracting from the result the total of all preceding Cost of Living Increases assessed against Tenant as additional Base Rent.

(b) "Index" shall mean Consumer Price Index for Urban Wage Earners and Clerical Workers (1982-84=100) issued by the Bureau of Labor Statistics of the United States Department of Labor.

(c) "Base Index" shall mean the Index for the calendar month in which this lease commences.

(d) "Anniversary Month Index" shall mean the Index for the month of \_\_\_\_\_ each year during the Lease Term.

(e) "Base Rent" shall be defined as annual rental divided by rentable square feet less per square foot operating expenses.

### 6. PERCENTAGE RENT.

Tenant shall pay to Landlord, as Additional Rent, \_\_\_\_\_ percent of Tenant's gross sales (hereinafter defined) in excess of \$ \_\_\_\_\_ per lease year.

"Gross Sales" shall mean Tenant's total income from the sale and exchange of all merchandise or for services rendered in or on the Premises, for cash or open credit, or partly for cash and partly upon credit, regardless of collections or charges for which credit is given, and from all sales, charges for services and business transacted for which orders are taken in, from or upon the Premises during the Lease Term or any renewal or extension thereof, regardless of whether the merchandise is delivered, wholly or in part, and whether the services are rendered and the business is transacted in, on or from the Premises. Gross Sales shall not include sales taxes levied upon Tenant's sales or any refunds or credits granted by Tenant for merchandise returned or exchanged or for loss or damage to merchandise sold. Each sale, charge or business transaction upon installments, or a contract therefore, shall be treated as a sale for the full price or charge, and such full price or charges shall be included in Gross Sales in the calendar year during which such sale, charge or transaction shall be made.

Within twenty (20) days after the end of each calendar month, Tenant agrees to furnish Landlord with a

Landlord shall have the right to examine Tenant's sales accounts and sales records (which shall be kept in accordance with generally accepted accounting principles) or to have them examined by a certified public accountant or other agent of Landlord. In the event that such audit reveals a deficit in the amount of Rent paid by Tenant for the period under audit, Tenant hereby agrees to pay to Landlord the amount of such deficit, plus interest on such deficit at the rate of eighteen percent (18%) per annum. In addition, if such deficit is two percent (2%) or more of the amount of Percentage Rent paid, Tenant agrees to reimburse Landlord for one hundred percent (100%) of Landlord's reasonable audit costs.

## 7. UTILITIES.

Tenant hereby acknowledges and agrees that it is the Tenant's responsibility to directly apply for and pay promptly, when due, for the cost of all utilities which are separately metered, servicing the Premises. In the event there are no separate meters, then Landlord shall pay such utilities expenses, and said expenses shall be pro-rated and charged back to the Tenants serviced by said common meters. Tenant shall not install any equipment nor shall Tenant use the Premises in a manner that will exceed or overload the capacity of any utility facilities. In no event shall Landlord be liable for any interruption or failure in the supply of utilities to the Premises.

## 8. SALES AND USE TAXES.

Tenant agrees to pay all sales and use taxes arising by virtue of any amount due or payments made under this Lease for the privilege of occupying or using the Premises. All such taxes shall be paid to Landlord simultaneous to the due date for any amounts owing under this Lease which give rise to such taxes. Landlord shall forward all such taxes to the appropriate governmental authority.

## 9. INTEREST ON PAST-DUE PAYMENTS.

In the event that any amounts owed by Tenant under this Lease are not paid when due, then Tenant shall pay to Landlord, as Additional Rent, interest of one and one-half percent (1.5%) per month, compounded monthly, on any past-due amounts; provided, however, that the interest shall not begin to accrue until five (5) days after the due dates of any such amounts.

## 10. MAINTENANCE.

**10.1 Repairs by Landlord.** Landlord agrees to keep and maintain in good order and repair as an Operating Expense only the roof, structural components and exterior walls (exclusive of all signs, doors, windows and glass, including plate glass) of the Premises, except as to maintenance and repair relating to Tenant's exterior signs. If any such maintenance and repairs are caused in part or in whole by the act, neglect, fault or omission of any duty by Tenant, its agents, servants, employees, invitees, or any damage is caused by breaking and entering, then Tenant shall pay to Landlord the actual cost of such maintenance and repairs. Landlord gives to Tenant exclusive control of the Premises and shall be under no obligation to inspect the Premises. Tenant shall at once report in writing to Landlord any known defective condition which Landlord is required to repair pursuant to this section. Tenant's failure to report to Landlord any such condition or defect shall make Tenant responsible to Landlord for any liabilities, costs expenses and attorneys' fees incurred by Landlord as a result of such defect. Landlord shall not be liable for any failure to make such repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to Landlord by Tenant. Except as herein provided regarding casualty loss, there shall be no abatement of rent and no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of any repairs, alterations or improvements in or to any portion of the Shopping Center or the Premises or in or to fixtures, appointments and equipment therein. Tenant waives the right to make repairs at Landlord's expense under any law, statute or ordinance now or hereafter in effect.

**10.2 Repairs by Tenant.** Tenant shall, at his own cost and expense, keep and maintain the Premises and appointments thereto and every part thereof, in good order the repair except portions of the Premises to be repaired by Landlord pursuant to Section 10.1 hereof. Without limiting the foregoing, Tenant agrees to keep in good order and repair and to replace as needed all fixtures pertaining to heating, air-conditioning, ventilation, water, sewer, electrical and sprinkler systems (if any) and Tenant shall be liable for any damage to such systems resulting from Tenant's misuse. Tenant shall obtain at its expense a service contract for repairs and maintenance of the heating and air-conditioning system that conforms to the warranty requirements of said system, if any. Tenant agrees to return the Premises to Landlord at the expiration or sooner termination of this Lease in as good condition and repair as when first received, reasonable wear and tear and damage by fire or other insurable casualty excepted. All damage or injury to the Premises, the building, or the Common Areas caused by the act or negligence of Tenant, its agents, employees, licensees, invitees or by visitors, shall be promptly repaired by Tenant at its sole cost and expense and to the satisfaction of Landlord. Landlord may make such repairs which are not promptly made by Tenant and charge Tenant for the cost thereof, and Tenant hereby agrees to pay such amounts on demand to Landlord.

## **12. MODIFICATION TO INTERIOR OF PREMISES.**

Tenant may not, without the prior written consent of Landlord, make additions, alterations, or improvements to the Premises; provided, however, that Tenant shall not have the right to make any additions, alterations, or improvements that affect the structure, structural strength or outward appearance of the Premises or the building. Tenant shall submit to Landlord complete and detailed plans and specifications for such work at the time approval is sought. Landlord may withhold approval in its absolute discretion. Any addition, alterations, or improvements made to the Premises shall be in compliance with all insurance requirements and regulations and ordinances of governmental authorities and shall, upon the expiration or sooner termination of the Lease Term, become the property of Landlord; provided, however, Landlord may at its option, require Tenant, at Tenant's sole cost and expense, to remove any such additions, alterations, or improvements at the expiration or sooner termination of the Lease Term, and to repair any damages to the Premises caused by such removal. Tenant hereby indemnifies Landlord against, and shall keep the Premises and Shopping Center free from any and all mechanics' liens or other such liens arising from any work performed, material furnished, or obligations incurred by Tenant in connection with the Premises or the Shopping Center, and agrees to discharge any lien which attaches as a result of such work immediately after the lien attaches or payment for the labor or materials is due. No mechanics', laborers' or materialmen's lien arising from any improvements made or work performed by or for Tenant shall attach to or become a lien on Landlord's interest in the Premises or the Shopping Center, but shall attach to and become a lien only on Tenant's leasehold interest. Landlord hereby reserves the right at any time and from time to time during the Lease Term to make any additions, alterations, changes or improvements (including without limitation, building additional stores) to the building in which the Premises are contained, and to build additional structures adjoining thereto. Landlord also reserves the right to construct other buildings and improvements in the Shopping Center from time to time and at any time during the Lease Term, including multi-level parking facilities and to make alterations thereto, to build additional stores on any such buildings, and to otherwise modify the common areas of the Shopping Center as Landlord may, in its sole discretion, deem appropriate.

Notwithstanding the foregoing, Tenant may decorate the interior of the Premises without first obtaining the consent of Landlord. Decorating items shall include, but not be limited to, painting, mirrors, carpeting, lighting and displays. Tenant's stock in trade and trade fixtures shall not become Landlord's property at the expiration or sooner termination of this Lease, unless abandoned by Tenant.

## **13. COMPLIANCE WITH ALL LAWS.**

Tenant, with respect to the Premises, agrees to properly comply with all laws, rules, and regulation of all federal, state, county and city governments or any political subdivisions thereof. Tenant further agrees to make no unlawful, improper or offensive use of the Premises, and to comply with all Rules and Regulations adopted by Landlord from time to time.

## **14. INSURANCE.**

**14.1 Liability Insurance.** Tenant shall carry at its own expense Comprehensive General Public Liability and Property Damage Insurance with combined single limits of not less than \$500,000 with insurance companies authorized to do business in this State and satisfactory to Landlord, insuring Landlord and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. The insurance policy or policies shall contain provisions prohibiting the modification or cancellation of insurance without at least thirty (30) days' prior written notice to Landlord. Tenant shall deliver said policies or certificates thereof to Landlord upon execution of this Lease and thereafter renewal policies or certificates shall be delivered to Landlord not less than thirty (30) days prior to the expiration of the policies of insurance. The limit of any such insurance shall not, however, limit the liability of the Tenant hereunder. Tenant may provide this insurance under a blanket policy, provided that said insurance shall have a Landlord's protective liability endorsement attached thereto. The failure of Tenant either to effect said insurance in the names herein called for or to pay the premiums therefor or to deliver said policies or certificates to Landlord shall permit Landlord to procure the insurance and pay the requisite premiums therefor, which premiums shall be paid to Landlord with the next installment of Rent.

**14.2 Property Insurance.** Tenant shall obtain and also pay for and maintain in full force and effect during the Term a standard form policy of fire insurance with standard form of extended coverage endorsement covering all stock and trade, trade fixtures, equipment and other personal property located in the Premises and used by Tenant in connection with its business. Tenant shall replace, at its sole cost and expense, any and all plate and other glass damaged or broken from any cause whatsoever in and about the Premises. Tenant shall procure and maintain, at its own expense, insurance covering all plate and other glass in the Premises for and in the name of Landlord. Tenant shall deliver certificates of such insurance to Landlord as provided in the first section of this Article.

**14.3 Subrogation.** As long as their respective insurers so permit, Landlord and Tenant hereby mutually waive their respective rights of recovery against each other for any loss incurred by the other.

option, cancel this lease with no further liability to the parties except to the extent of obligations which have accrued to the date of cancellation. In case of any damage or destruction occurring during the last twenty-four (24) calendar months of this Lease or any extension or renewal, to the extent of fifty percent (50%) or more of the insurable value of the Premises, Landlord may cancel this Lease as of the date of damage by giving Tenant notice within thirty (30) days of such damage. In no event shall Landlord be liable for damage or destruction to stock-in-trade, fixtures, furnishings, or other personal property belonging to the Tenant or belonging to others located in, on or about the Premises from any cause whatsoever.

#### 16. INDEMNIFICATION AND LIABILITY LIMIT.

16.1 Limited Liability. Landlord or its agents shall not be liable for any loss or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the building or from the pipes, appliances or plumbing works therein or from the roof, street or subsurface or from any other place resulting from dampness or any other cause whatsoever, unless caused by or due to the gross negligence or willful misconduct of Landlord, its agents, servants or employees. Landlord or its agents shall not be liable for interference with the light, air, or for any latent defect in the Premises. Landlord shall not be liable for any such damage caused by other tenants of the Shopping Center, or persons in or about the Premises or the Shopping Center, occupants of adjacent property, or the public, or caused by operations in construction of any private, public or quasi-public work. All property of Tenant kept or stored on the Premises shall be so kept or stored at the risk of Tenant only and Tenant shall hold same, including subrogation claims by Tenant's insurance carrier, unless such damage shall be caused by the willful act or neglect of Landlord. The term "Landlord" as used in this Lease means only the owner for the time being of the building in which the Premises are located. Landlord shall be under no personal liability with respect to any of the provisions of this Lease and if Landlord is in default with respect to its obligations under this Lease, Tenant shall look solely to the equity of the Landlord in the Premises for the satisfaction of Tenant's remedies. It is expressly understood and agreed that Landlord's liability under the terms of this Lease shall in no event exceed its equity interest in the Premises.

16.2 Indemnification. Tenant shall indemnify and hold harmless Landlord against and from any and all claims arising from Tenant's use of the Premises or from the conduct of its business or from any activity, work, or other things done, permitted or suffered by the Tenant in or about the Premises, and shall further indemnify and hold harmless Landlord against and from any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of the Tenant, or any officer, agent, employee, guest, or invitee of Tenant, and from all costs, attorney's fees (whether at trial or on appeal), and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon. If any action or proceeding is brought against Landlord by reason of such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense to counsel reasonably satisfactory to Landlord. *def. by its carrier to assist Landlord* Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises, from any cause other than Landlord's gross negligence or willful misconduct; and Tenant hereby waives all claims in respect thereof against Landlord. Tenant shall give prompt notice to Landlord in case of casualty or accidents in the Premises.

#### 17. SUBORDINATION.

This Lease and all rights of Tenant hereunder are subordinated to the liens of any mortgages covering the Premises which are, or shall later be, placed upon the Premises or any additions to it. Tenant agrees to execute and deliver such further instruments subordinating this Lease to the lien of such mortgage as shall be desired by any mortgagee and such estoppel and other certificates as may be required from time to time by Landlord in connection with the financing or sale of the Shopping Center. Tenant hereby irrevocably appoints Landlord attorney-in-fact of Tenant to execute and deliver such instruments.

#### 18. PARKING; USE OF COMMON AREAS.

Tenant shall have the right in common with other tenants to use automobile parking areas, driveways and walkways in connection with its business subject to any reasonable regulations for the use thereof specified by Landlord, including but not limited to rules pertaining to parking of automobiles of Tenant's employees. Landlord shall have control and management of common areas including the right to use portions thereof for shows, displays, kiosks, sidewalk vendors, and other commercial or other purposes. Landlord shall not interfere with ingress and egress to and from the Premises of Tenant's employees or patrons, nor shall Landlord hinder the visibility of Tenant's Premises; provided, however, that the foregoing shall not be construed to limit Landlord's performance of work, repairs, maintenance, or construction, or Landlord's rights to alter the Shopping Center or common areas.

#### 19. MERCHANTS' ASSOCIATION; BUSINESS HOURS.

If Landlord shall so request, Tenant agrees to become and remain a member in good standing of any

## **20. EVENTS OF DEFAULT; REMEDIES.**

The following events, or any one of them, shall be events of default under this Lease:

(a) Tenant shall fail to make any payment due under this Lease within three (3) days after the same is due and payable; or

(b) Tenant shall fail to perform or comply with any of the other terms, covenants or conditions hereof and such failure shall continue for more than ten (10) days after written notice thereof from Landlord; or

(c) Tenant shall discontinue its business on the Premises or vacate or desert the Premises; or

(d) Tenant shall become insolvent or bankruptcy proceedings shall be begun by or against Tenant.

In the event of a default, Landlord may immediately or any time thereafter, and without further notice or demand, re-enter and take possession of the Premises and remove all persons and property therefrom (as provided below), and at that time or any time thereafter at its option terminate this Lease, or take such other actions as may be permitted by law or this Lease. Landlord may elect to re-enter and take possession of the Premises without terminating this Lease, and if such election is made Landlord may, at its sole option, relet the Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease), at such rental or rentals and upon such other terms and conditions as Landlord in its discretion may deem advisable with the right to make alterations and repairs to the Premises. Upon any such reletting, Landlord shall receive and collect the rents therefor, applying the same first to the payment of such expenses as Landlord may have paid, assumed or incurred in recovering possession of the Premises, including costs, expenses and attorneys' fees, and for placing the same in good order and condition, or repairing or altering the same for reletting and all other expenses, commissions and charges paid, assumed and incurred by Landlord in or about reletting the Premises, and then to the fulfillment of the obligations of Tenant. In the alternative, Lessor may declare the entire remaining rent and additional rent to be immediately due and payable, and shall be entitled to recover from Tenant the amount of rent and additional rent reserved in this Lease for the balance of the Lease Term.

Upon default and in addition to any other rights or remedies which Landlord may have, if Landlord has elected to re-enter, Landlord may remove all persons and property from the Premises and dispose or discard such property in any manner whatsoever, including being stored in a public warehouse or elsewhere at the cost of and for the account of Tenant, all without service of additional notice to Tenant or any person claiming an interest in said property or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby.

## **21. NOTICES.**

Any notices required or permitted to be given hereunder shall be in writing and delivered by hand, sent by certified mail, or by national overnight courier, addressed as follows: If to Landlord, at the address where the last previous rental hereunder was payable; and If to Tenant, at the premises, or, other such place as Tenant may from time to time designate by notice to Landlord. In the case of personal delivery, notice shall be deemed to occur on the date of actual delivery. In the case of notice by certified mail, notice shall be deemed to occur on the date of posting.

## **22. CONDITION OF PREMISES.**

Tenant hereby acknowledges that Tenant has examined the Premises and that taking possession of the Premises shall be an acknowledgement by Tenant that the Premises are in good and tenantable condition, and satisfactory to Tenant, at the beginning of the term hereof. Landlord is under no duty to make repairs or alterations at the time of letting or at any time thereafter unless specially set forth elsewhere herein. No agreement relative to any alterations, additions or improvement if required by any such agreement shall in any way affect the payment of all Rent at the times specified in this Lease.

## **23. WAIVER.**

Waiver by Landlord, either expressed or implied, of any breach of any term or condition herein contained shall not be deemed to be a waiver of any other term or condition. The subsequent acceptance of Rent by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant.

## **24. WAIVER OF TRIAL BY JURY.**

of the date of such condemnation, or as of the date possession is taken by the condemning authority, whichever is later. No award for any total or partial taking shall be apportioned and Tenant hereby assigns to Landlord any award which may be made in such taking in condemnation, together with any or all rights of Tenant now or hereafter arising in or to the same or any part thereof; provided, however, that nothing contained herein shall be deemed to give Landlord any interest in or require Tenant to assign to Landlord any award made to Tenant for the taking of personal property and fixtures belonging to Tenant and removable by Tenant at the expiration of the Term as provided hereunder or the interruption of or damage to Tenant's business. In the event of a partial taking which does not result in the termination of this Lease, the Minimum Rent shall be apportioned according to the part of the Premises remaining usable by Tenant.

**26. ENTIRE AGREEMENT; SUCCESSORS; ASSIGNMENT AND SUBLETTING.**

This agreement contains the entire and only agreement between the parties concerning the Premises and shall be binding on the heirs, personal representatives, successors and assigns, respectively, of each party. This Agreement shall be construed in its entirety. The subject headings of particular sections are for convenience sake and shall not control the construction of the Agreement. In the event that any part of this Agreement shall be deemed unenforceable, that part of the Agreement shall be relaxed in be construed in a manner most consistent with its original intent, and the rest of the Agreement shall remain in full force and effect according to its terms. Tenant acknowledges that neither Landlord nor Landlord's agents, employees or contractors have made any representations or promises with respect to the Premises, the Shopping Center or this Lease except as expressly set forth herein. No modification of this Lease shall be enforceable unless the modification is in writing and signed by the party against which enforcement is sought. Tenant shall not, without the prior written consent of Landlord, assign or encumber this Lease or any right hereunder or sublet the Premises. Such consent may be withheld in Landlord's sole discretion. In the event of any such permitted assignment, encumbrance or subletting, Tenant shall remain liable for payment of all Rent and other charges provided in this Lease and for the performance of all of its covenants and conditions. In the event Tenant subleases the Premises, or any portion thereof, or assigns this Lease with the consent of the Landlord at an annual base rental in excess of that provided for herein, one-half (1/2) of such excess shall be paid by the Tenant to the Landlord within ten (10) days after such excess is received by Tenant.

**27. INDEPENDENCE OF COVENANTS.**

An allegation by Tenant of Landlord's breach of this Lease shall not excuse Tenant's performance of its obligations, monetary and otherwise, under this Lease, and Tenant shall not be entitled to any right of set-off so long as the alleged claim has not been reduced to judgment.

**28. 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.

**29. QUIET ENJOYMENT; ACCESS TO PREMISES; SURRENDER.**

So long as Tenant is not in default hereunder, Tenant shall be entitled to peacefully and quietly enjoy possession of the Premises, and Landlord shall defend Tenant's right to the same in any action brought by any third party at Landlord's cost and expense. Notwithstanding the preceding sentence, Landlord, or its representative, shall have the right to enter upon the Premises at any reasonable time for the purpose of inspecting, making repairs, or showing the premises to prospective tenants within the last six (6) months of the term or any renewal or extension of this lease. Landlord or its representatives shall have access to the Premises provided that such entries shall be accomplished in a manner least likely to interfere with Tenant's business. On the last day of the term of this lease or upon the earlier termination thereof for any reason, Tenant shall peacefully and quietly surrender the Premises in good order and repair.

**30. HOLDING OVER.**

If Tenant shall continue to occupy and remain in the Premises at the expiration of said term, and prior thereto a renewal thereof has not been negotiated, then it is agreed between the parties that in such event such possession by the Tenant shall be considered as a month-to-month tenancy and subject to the same rentals, covenants and conditions as originally written herein, and no extension of said lease, other than for month-to-month, shall be valid unless expressly stipulated in writing by Landlord. If the Tenant shall hold said Premises or refuse to give possession thereof after the termination of lease by lapse of time or otherwise, and after having received thirty (30) days notice to vacate, then Tenant agrees to pay for each month of such holding as liquidated damages, twice the amount above stipulated as monthly rental, and, in addition thereto, shall pay the Landlord for all damages

obligations under this lease. In the event that Landlord applies any or all of such security deposit to cure any such default prior to the expiration or earlier termination of this lease, Tenant shall promptly replace the amount so applied so that at all times hereunder the security deposit will be maintained at the sum above stated. The amount of such replacement of the security deposit shall be immediately payable as additional rent hereunder. Landlord shall return any remaining portion of such security deposit to Tenant, without interest, within thirty (30) days after the expiration or earlier termination of this lease.

### 32. HAZARDOUS MATERIAL.

(a) Tenant shall not store, dispose, or bring on or about the Premises any hazardous waste, contaminants, oil, gasoline, radioactive or other materials the removal of which is required or the maintenance of which, or exposure to which is prohibited, limited, regulated or penalized by any local, state or Federal agency, authority or governmental unit, or which, even if not so regulated, poses a hazard to the health and safety of the occupants of the Shopping Center or of property adjacent to the Shopping Center.

(b) In the event Tenant or its agents bring such materials or permit the same to be brought onto the Premises or any Common Areas of the Shopping Center, Tenant shall cause the same to be immediately removed, and Tenant's obligation to so remove shall survive this Lease and shall inure to the benefit of any purchaser or successor in title of the Shopping Center.

(c) Tenant shall promptly notify Landlord of any violation of this Rule of which Tenant has actual knowledge, it being understood that such rule is intended to ensure the economic and physical well-being of all concerned.

### 33. OTHER PROVISIONS.

If numbered in the blanks provided, Paragraphs 34 through     , inclusive, are attached hereto and made a part of this Lease.

IN WITNESS WHEREOF, this Lease has been duly executed by Landlord and Tenant as of the day and year first above written.

Signed and acknowledged in the presence of:

TREVETT CONSTRUCTION GROUP INC.  
LANDLORD:

By [Signature]

ATTEST:

[Signature]  
J. M. "Chip" OXLEY, JR.  
Its: EX-Officio Clerk

TENANT: BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA  
By [Signature]  
NICK D. DEONAS  
Its: Chairman

Approved as to form by the  
Nassau County Attorney

[Signature]  
MICHAEL S. MULVIN

EXHIBIT " A "

RULES AND REGULATIONS

1. All deliveries or shipments of any kind to and from the Premises, including loading of goods, shall be made only by way of the rear of the Premises or at any other location designated by Landlord, and only at such time designated for such purpose by Landlord.
2. Tenant shall not use the public or Common Areas in the Shopping Center for business purposes or special events unless prior approval in writing has been granted by the Landlord.
3. Plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein.
4. Tenant shall use, at Tenant's cost, a pest extermination contractor at such intervals as Landlord may require, but no less often than once annually.
5. Tenant shall not place, or permit:
  - a. Displays, decorations or shopping carts on the sidewalk in front of the Premises or upon any of the Common Areas of the Shopping Center.
  - b. Anything to be displayed, stacked, hung from the ceiling, tacked, stored, etc. on the sidewalks outside the shops unless the Tenant:
    1. Obtains the Landlord's prior written approval; and
    2. Acquires adequate insurance coverage; and
    3. Accepts all liability for the sidewalk outside the shops.
6. Prior to installation, the Landlord must approve in writing all signs of any type which are to be installed or displayed in the Common Areas. Unauthorized signs will be removed by Landlord without notice.
7. Soliciting for any reason in the Common Areas requires prior written approval from the Landlord.
8. Distribution of sales flyers, pamphlets, or any type of advertising literature in the Common Areas, on parked cars, etc. is only permitted with the prior written approval of the Landlord. Distribution of sales flyers, pamphlets, or any type of advertising literature by anyone other than the tenants in the Shopping Center is not permitted.
9. Landlord reserves the right to change Landlord's sign criteria so long as the new sign criteria is uniformly enforced by the Landlord.



EXHIBIT " B "

SIGN CRITERIA

PURPOSE:

The purpose of this sign criteria is to give the Tenant an outline for the design and placement of Tenant's signs. In order to create and maintain a pleasant and appealing atmosphere in the Shopping Center, Tenant hereby agrees to submit sketches of said signs to Landlord for written approval before placing order for construction of signs.

LOCATION:

1. Normal signing surface is parapet area above shop.
2. No roof-mounted signs allowed.
3. Creative placing of signs in other places will be considered by the Landlord and approved is attractive.

TYPE SIGNS:

1. Signs may be made up of individual letters either illuminated or non-illuminated.
2. Sign material shall be subject to Landlord's approval.
3. Height of sign subject to Landlord's approval.
4. Length of sign not to exceed 80% of the width of the store front.
5. Can-type signs will be permitted.
6. No exposed neon signs.
7. No moving, flashing, or rotating signs of any type.
8. No signs painted on walls or other surfaces.
9. No rear signs except letters less than 3" high on door.

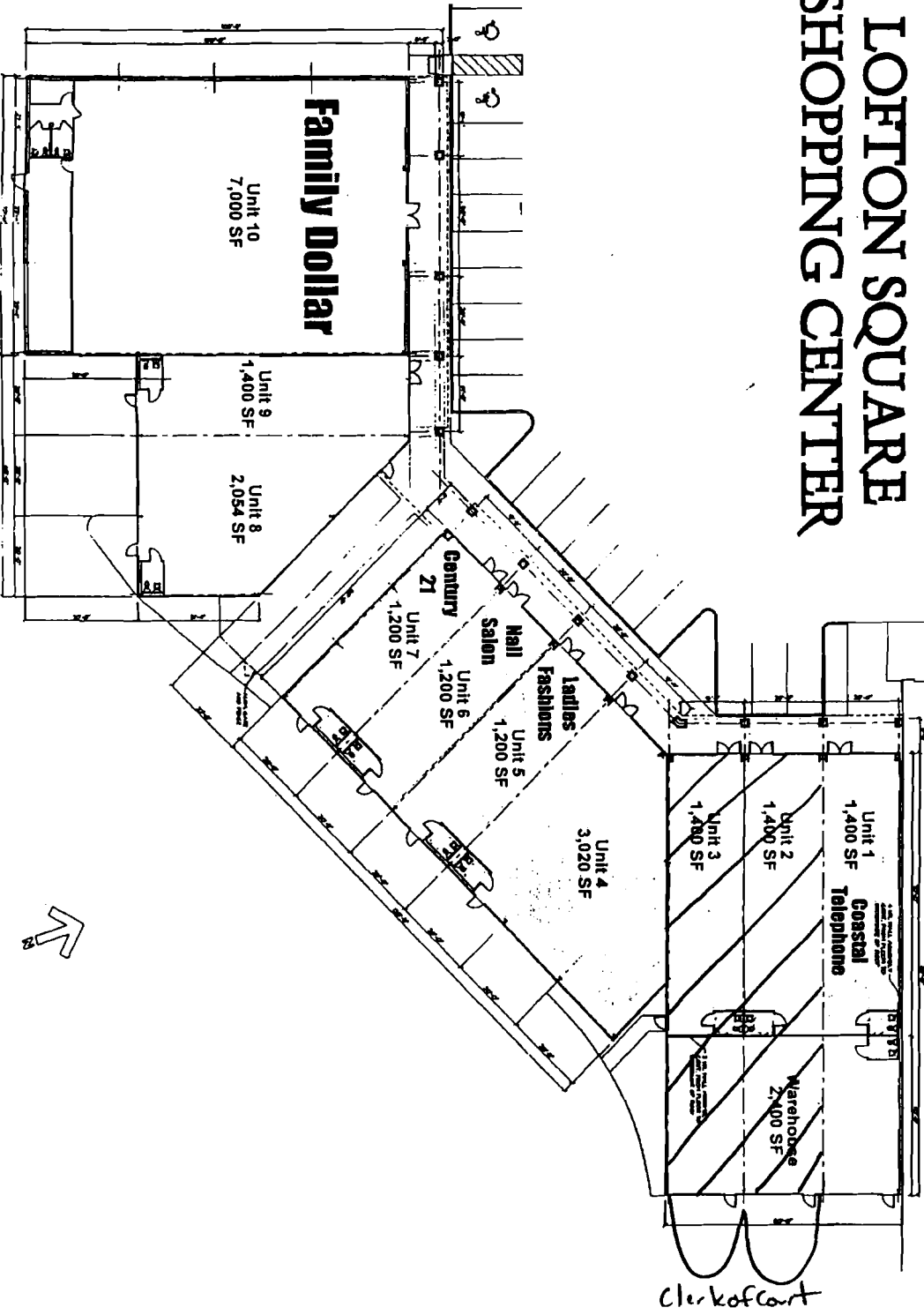
**EXHIBIT "C"**  
**Work Letter for Suites 9 and 10**  
**Nassau County Clerk of Court**

Landlord will provide drop-in ceiling tiles; light fixtures; HVAC acceptable and sufficient for a retail space; electrical outlets to code and there will be two handicap accessible bathrooms. Anything above these standard finishes will be at the cost and responsibility of the Tenant – Nassau County Clerk of Court.

Please note the back 1,600 square feet that the Clerk of Court is using for their Finance Department storage area will not be finished out. It will be in an "As Is" condition, all HVAC, lighting, drop-in ceilings, doors, drywall etc. will be at the responsibility of the Nassau County to finish at their cost and expense by their contractors.

The separation or Tenant demising wall between Suite 10 and Suite 11 will be built by the County, but the Landlord will reimburse the County for the cost of this wall. The Landlord asks that the cost be provided to him and approved prior to the wall being constructed.

# PHASE II LOFTON SQUARE SHOPPING CENTER



*Handwritten signature*

34. Landlord shall provide parking spaces for Tenant's use that comply with the Florida Accessibility Code and the ADA. Said parking spaces shall be located so as to provide access to the demised premises as required by the Florida Accessibility Code and the ADA. Tenant's ADA expert shall inspect said spaces and certify that they meet the hereinbefore-stated requirements. If Tenant's expert does not certify that they meet the requirements, Landlord shall provide the spaces within thirty (30) days of notification.



P.O. BOX 17833  
FLORIDA 32246  
904-261-2235  
FAX 904-277-6503

February 27, 2003

Nassau County Florida  
c/o Board of County Commissioners  
191 Nassau Place  
Yulee, Florida 32097

**RE: LEASE EXTENSION**

Gentlemen:

We are pleased to acknowledge and accept Nassau County's request to extend current leases at Lofton Square Shopping Center on behalf of the County's Finance Division and the public Defender's Office. All terms and conditions of our lease shall stay the same. New lease to run from April 1, 2003 to March 31, 2004. The new base rental rate shall increase, as in past years 5%. Accordingly, the new base rents are as follows:

Finance Division	\$4,476.15
Public Defender's Office	\$3,495.45

Kindly acknowledge receipt and acceptance in the space provided.

Forward the new payment amount with April's rent payment.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Harry R. Trevett', written over a horizontal line.

Harry R. Trevett

A handwritten signature in cursive script, appearing to read 'M. J. [unclear]', written over a horizontal line.

Acknowledged and Accepted for Nassau County

2/28/03  
Date

## TENANT ESTOPPEL CERTIFICATE

Mercantile Bank  
1200 Riverplace Boulevard  
Jacksonville, Florida 32207

Re: Lease dated: February 21, 2000  
Landlord: Lofton Square Properties, Inc., as successor in interest to original landlord  
Tenant: Board of County Commissioners, Nassau County, Florida  
Premises: Suite 1100, Lofton Square Shopping Center, 3159 Lofton Square  
Boulevard, Yulee, Florida

To Whom It May Concern:

The undersigned, tenant under the above described lease, a copy of which is attached hereto as **Exhibit "A"** ("Lease") provides this Tenant Estoppel Certificate to Mercantile Bank ("Lender") as conclusive evidence of the matters set forth herein concerning the above-referenced Lease and the Premises.

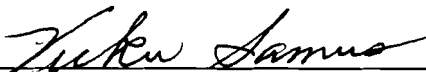
As of the date hereof, the undersigned hereby certifies the following:

1. The Lease remains in full force and effect and there are no known existing defaults by Landlord or Tenant under the Lease.
2. The Lease supersedes, in all respects, all prior written or oral agreements between Landlord and Tenant with respect to the Premises and there are no agreements, understandings, warranties, or representations between Landlord and Tenant with respect to the Lease or the Premises except as expressly set forth in the copy of the Lease (including all amendments thereto, if any) attached hereto as **Exhibit "A"**.
3. Tenant is obligated to pay rent as set forth in the Lease. The next rental installment is due on 11/1/03 in the amount of \$ 4416.15 ~~along with sales tax.~~ Tenant has deposited \$ \_\_\_\_\_ with Landlord as a security deposit.
4. The term of the Lease commenced on ~~February 21,~~ <sup>APRIL 1,</sup> 2000 and will terminate on ~~February~~ <sup>MARCH</sup> ~~20,~~ <sub>31</sub> 2004.
5. Any plans and specifications for improvements and space required by the Lease to be delivered to Tenant have been satisfactorily completed and delivered by Landlord, and have been accepted by the Tenant.
6. Tenant's interest in the Lease and the Premises demised therein, or any part thereof, has not been sublet, transferred or assigned.

7. All duties of an inducement nature required of the Landlord under the Lease have been fulfilled by Landlord and Tenant is fully obligated to pay rent and all other charges coming due under the Lease, with no deduction or offset.
8. Landlord, to the best of Tenant's knowledge, has fully performed all of its obligations under the Lease and there is no known circumstances existing under which Landlord may be deemed in default merely upon the service of notice or passage of time, or both.
9. Landlord has not given its consent to Tenant to take any action which pursuant to the Lease requires Landlord's consent (for example, to sublease or to alter the Premises).
10. Tenant is not insolvent. Tenant has not filed, and is not currently the subject of any filing, voluntary or involuntary, for bankruptcy or reorganization under any applicable bankruptcy or creditors rights laws.
11. Tenant is a body politic duly organized, validly existing and in good standing under the laws of the State of Florida.
12. Tenant does not claim a right or option to purchase all or any part of the Premises.

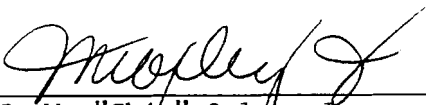
In issuing this Estoppel Certificate Tenant understands that the Lender will rely upon the representations therein in its loan to Landlord.

**BOARD OF COUNTY COMMISSIONERS,  
NASSAU COUNTY, FLORIDA**

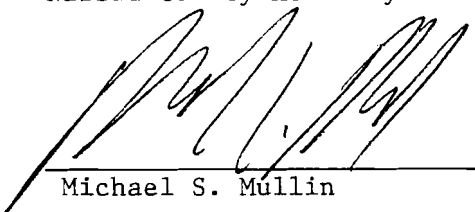
By:   
Name: Vickie Samus  
Its: Chairman  
Date: October 7, 2003  
~~November~~

"TENANT"

ATTEST:

  
J. M. "Chip" Oxley, Jr.  
Ex-Officio Clerk

Approved as to form by the  
Nassau County Attorney:

  
Michael S. Mullin

{JA149244;1}

**LEASE SUBORDINATION AGREEMENT**  
**THIS LEASE SUBORDINATION AGREEMENT** is entered into as of the 6th day of  
October, 2003, by **BOARD OF COUNTY COMMISSIONERS, NASSAU COUNTY,**  
**FLORIDA**, a Florida body politic d/b/a Board of County Commissioners, Nassau County,  
Florida – Finance Department ("Tenant") in favor of **MERCANTILE BANK**, a Florida banking  
corporation ("Mortgagee").

### **RECITALS**

A. Tenant entered into that certain Lease Agreement dated February 21, 2000 ("Lease") for certain premises known as Suite Number 1100 (Unit 2 and 3), Lofton Square Shopping Center, 3159 Lofton Square Boulevard, Yulee, Florida (the "Premises") which is owned by Lofton Square Properties, Inc. ("Landlord").

B. Landlord has executed and delivered to Mortgagee that certain Amended and Restated Renewal and Future Advance Promissory Note dated October 6, 2003 ("Note") which is secured by that certain Amended and Restated Mortgage, Security Agreement and Spreader from Landlord as mortgagor to Mortgagee encumbering the property recited therein ("Mortgaged Property") which also encompasses the Premises and which mortgage is to be recorded in the Public Records in and for Nassau County, Florida ("Mortgage").

C. Tenant is the tenant for the Premises pursuant to the Lease, as amended, extended and renewed from time to time, and is subject to all of the terms and conditions contained therein.

D. Paragraph 17 of the Lease subordinates the Lease to any mortgage which may be made on account of any loan placed upon the Premises, and Tenant has agreed therein to execute any papers which Landlord's counsel may request to accomplish and evidence said subordination.

### **AGREEMENT**

**NOW, THEREFORE**, in consideration of the covenants and agreements hereinafter contained, the parties hereto do mutually covenant and agree as follows:

1. The Recitals are true and correct and are made a part hereof.
2. Tenant hereby agrees that all rights of Tenant under the Lease are and shall at all times continue to be subordinate to the lien of the Mortgage, as said Mortgage may be amended, renewed, increased, modified, consolidated, replaced, or extended by any subsequent agreements, including but not limited to, the Mortgage Note, Mortgage, Assignment of Rents and such other loan documents as may be executed in conjunction with the Note.
3. In the event that, by reason of the foreclosure of the Mortgage for any reason, Mortgagee or any successor or assignee of Mortgagee succeeds to the interest of the Mortgagor/Landlord under the Lease then upon receipt of notice from the Mortgagee or such successor or assignee that it has succeeded to the rights of the Mortgagor/Landlord under the



Lease, Tenant hereby agrees to recognize Mortgagee or such successor or assignee as Tenant's landlord under the Lease and hereby agrees to attorn to Mortgagee or such successor or assignee. Said attornment is to be effective and self-operative without the execution of any other instrument immediately upon Mortgagee or any successor or assignee of Mortgagee succeeding to the rights of the Mortgagor/Landlord under the Lease, and the Lease shall continue in accordance with its terms between Tenant, as tenant, and Mortgagee or any successor or assignee of Mortgagee, as landlord; provided, however, that Mortgagee or any successor or assignee of Mortgagee shall not: (i) be bound by any prepayment of rent or additional rent, deposit, rental security or any other sums paid to any prior landlord under the Lease including, without limitation, the Mortgagor/Landlord unless received and receipted for by Mortgagee or its successor or assignee; (ii) be bound by any amendment or modification of the lease made without the consent of Mortgagee or its successor or assignee; (iii) be personally liable under the Lease and Mortgagee's or its successor's or assignee's liability under the Lease shall be limited to the interest of Mortgagee or its successor or assignee in the Premises; (iv) be liable for any act or omission of any prior landlord under the Lease including, without limitation, the Mortgagor/Landlord; and (v) be subject to any offsets or defenses which Tenant might have against any prior landlord under the Lease including, without limitation, the Mortgagor/Landlord.

4. Tenant will notify Mortgagee of any default by the Mortgagor/ Landlord which would entitle Tenant to cancel the Lease or abate the rent payable thereunder, and Tenant agrees that notwithstanding any provision of the Lease, no notice of cancellation thereof and no abatement of rent thereunder shall be effective unless Mortgagee has received the notice as aforesaid and has failed within thirty (30) days of the date thereof to cure such default or if such default cannot be cured within thirty (30) days, has failed to commence and diligently to prosecute the cure of the Mortgagor's/Landlord's default which gave rise to such right of cancellation or abatement.

5. Tenant agrees that it will not, without the prior written consent of Mortgagee (a) modify the Lease or any extensions or renewals thereof; (b) terminate the Lease except as provided by its terms; (c) tender or accept a surrender of the Lease or make a prepayment in excess of one month of any rent thereunder; or (d) subordinate or permit subordination of the Lease to any lien subordinate to the Mortgage. Any such purported action without such consent shall be void as against Mortgagee.

6. All notices required to be given under this Agreement shall be in writing and shall be delivered by hand or mail and shall be conclusively deemed to have been received if delivered or attempted to be delivered by United States first class mail, return receipt requested, postage prepaid, addressed to the party for whom it is intended at the following address. Any party may designate a change of address by written notice to the other party, received by such other party at least ten (10) days before such change of address is to become effective.

Mortgagee:

Mercantile Bank  
1200 Riverplace Boulevard  
Jacksonville, Florida 32207  
Attention: J. Tony Lott

Tenant:

Board of County Commissioners, Nassau  
County, Florida  
3159 Lofton Square Boulevard, Suite 1100  
Yulee, Florida 32097  
Attention: \_\_\_\_\_

7. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns.

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

Signed, sealed and delivered in the presence of: **TENANT:**

Brenda K Linville  
Print Name: Brenda K Linville

Joyce T. Bradley  
Print Name: Joyce T. Bradley

**BOARD OF COUNTY  
COMMISSIONERS, NASSAU COUNTY,  
FLORIDA**

By: Vickie Samus  
Print Name: Vickie Samus  
Title: Chairman

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of November, 2003, by Vickie Samus, as Chairman of Board of County Commissioners, Nassau County, Florida, a Florida body politic, on behalf of thereof, who is personally known to me or has produced \_\_\_\_\_ as identification.

Joni J. Branan  
Print Name: Joni J. Branan  
Notary Public, State of Florida at Large  
Commission No.: DD 131569  
My Commission Expires: July 5, 2006

ATTEST:

J. M. "Chip" Oxley, Jr.  
J. M. "Chip" Oxley, Jr.  
Its: Ex-Officio Clerk

Approved as to form by the  
Nassau County Attorney

Michael S. Mullin  
Michael S. Mullin



JONI J. BRANAN  
Notary Public, State of Florida  
My comm. expires July 5, 2006  
Comm. No. DD 131569

## LEASE SUBORDINATION AGREEMENT

**THIS LEASE SUBORDINATION AGREEMENT** is entered into as of the 6th day of October, 2003, by **BOARD OF COUNTY COMMISSIONERS, NASSAU COUNTY, FLORIDA**, a Florida body politic d/b/a Board of County Commissioners, Nassau County, Florida – Finance Department ("Tenant") in favor of **MERCANTILE BANK**, a Florida banking corporation ("Mortgagee").

### RECITALS

A. Tenant entered into that certain Lease Agreement dated February 21, 2000 ("Lease") for certain premises known as Suite Number 1100 (Unit 2 and 3), Lofton Square Shopping Center, 3159 Lofton Square Boulevard, Yulee, Florida (the "Premises") which is owned by Lofton Square Properties, Inc. ("Landlord").

B. Landlord has executed and delivered to Mortgagee that certain Amended and Restated Renewal and Future Advance Promissory Note dated October 6, 2003 ("Note") which is secured by that certain Amended and Restated Mortgage, Security Agreement and Spreader from Landlord as mortgagor to Mortgagee encumbering the property recited therein ("Mortgaged Property") which also encompasses the Premises and which mortgage is to be recorded in the Public Records in and for Nassau County, Florida ("Mortgage").

C. Tenant is the tenant for the Premises pursuant to the Lease, as amended, extended and renewed from time to time, and is subject to all of the terms and conditions contained therein.

D. Paragraph 17 of the Lease subordinates the Lease to any mortgage which may be made on account of any loan placed upon the Premises, and Tenant has agreed therein to execute any papers which Landlord's counsel may request to accomplish and evidence said subordination.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the covenants and agreements hereinafter contained, the parties hereto do mutually covenant and agree as follows:

1. The Recitals are true and correct and are made a part hereof.
2. Tenant hereby agrees that all rights of Tenant under the Lease are and shall at all times continue to be subordinate to the lien of the Mortgage, as said Mortgage may be amended, renewed, increased, modified, consolidated, replaced, or extended by any subsequent agreements, including but not limited to, the Mortgage Note, Mortgage, Assignment of Rents and such other loan documents as may be executed in conjunction with the Note.
3. In the event that, by reason of the foreclosure of the Mortgage for any reason, Mortgagee or any successor or assignee of Mortgagee succeeds to the interest of the Mortgagor/Landlord under the Lease then upon receipt of notice from the Mortgagee or such successor or assignee that it has succeeded to the rights of the Mortgagor/Landlord under the

## TENANT ESTOPPEL CERTIFICATE

Mercantile Bank  
1200 Riverplace Boulevard  
Jacksonville, Florida 32207

Re: Lease dated: February 21, 2000  
Landlord: Lofton Square Properties, Inc., as successor in interest to original landlord  
Tenant: Board of County Commissioners, Nassau County, Florida  
Premises: Suites 900 and 1000, Lofton Square Shopping Center, 3159 Lofton Square Boulevard, Yulee, Florida

To Whom It May Concern:

The undersigned, tenant under the above described lease, a copy of which is attached hereto as **Exhibit "A"** ("Lease") provides this Tenant Estoppel Certificate to Mercantile Bank ("Lender") as conclusive evidence of the matters set forth herein concerning the above-referenced Lease and the Premises.


As of the date hereof, the undersigned hereby certifies the following:

1. The Lease remains in full force and effect and there are no known existing defaults by Landlord or Tenant under the Lease.
2. The Lease supersedes, in all respects, all prior written or oral agreements between Landlord and Tenant with respect to the Premises and there are no agreements, understandings, warranties, or representations between Landlord and Tenant with respect to the Lease or the Premises except as expressly set forth in the copy of the Lease (including all amendments thereto, if any) attached hereto as **Exhibit "A"**.
3. Tenant is obligated to pay rent as set forth in the Lease. The next rental installment is due on 11/1/03 in the amount of \$3495.45 ~~along with sales tax.~~ Tenant has deposited \$\_\_\_\_\_ with Landlord as a security deposit.
4. The term of the Lease commenced on ~~February 21, 2000~~ <sup>APRIL 1</sup> and will terminate on ~~February 21, 2004~~ <sup>MARCH 31, 2004</sup>.
5. Any plans and specifications for improvements and space required by the Lease to be delivered to Tenant have been satisfactorily completed and delivered by Landlord, and have been accepted by the Tenant.
6. Tenant's interest in the Lease and the Premises demised therein, or any part thereof, has not been sublet, transferred or assigned.

7. All duties of an inducement nature required of the Landlord under the Lease have been fulfilled by Landlord and Tenant is fully obligated to pay rent and all other charges coming due under the Lease, with no deduction or offset.
8. Landlord, to the best of Tenant's knowledge, has fully performed all of its obligations under the Lease and there is no known circumstances existing under which Landlord may be deemed in default merely upon the service of notice or passage of time, or both.
9. Landlord has not given its consent to Tenant to take any action which pursuant to the Lease requires Landlord's consent (for example, to sublease or to alter the Premises).
10. Tenant is not insolvent. Tenant has not filed, and is not currently the subject of any filing, voluntary or involuntary, for bankruptcy or reorganization under any applicable bankruptcy or creditors rights laws.
11. Tenant is a body politic duly organized, validly existing and in good standing under the laws of the State of Florida.
12. Tenant does not claim a right or option to purchase all or any part of the Premises.


In issuing this Estoppel Certificate Tenant understands that the Lender will rely upon the representations therein in its loan to Landlord.

**BOARD OF COUNTY COMMISSIONERS,  
NASSAU COUNTY, FLORIDA**

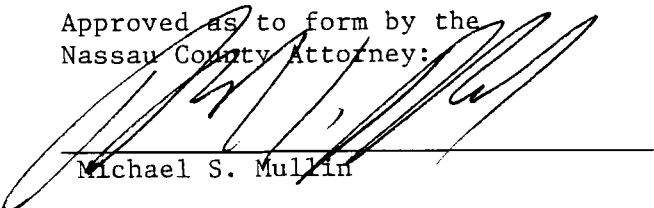
By:   
Name: Vickie Samus  
Its: Chairman  
Date: October 7, 2003  
November

"TENANT"

ATTEST:

  
J. M. "Chip" Oxley, Sr.  
Ex-Officio Clerk

Approved as to form by the  
Nassau County Attorney:

  
Michael S. Mullin

## **LEASE SUBORDINATION AGREEMENT**

**THIS LEASE SUBORDINATION AGREEMENT** is entered into this 6th day of October, 2003, by **BOARD OF COUNTY COMMISSIONERS, NASSAU COUNTY, FLORIDA**, a Florida body politic d/b/a Board of County Commissioners, Nassau County, Florida – Public Defender ("Tenant") in favor of **MERCANTILE BANK**, a Florida banking corporation ("Mortgagee").

### **RECITALS**

A. Tenant entered into that certain Lease Agreement dated February 21, 2000 ("Lease") for certain premises known as Suite Number 900 and 1000 (Unit 4), Lofton Square Shopping Center, 3159 Lofton Square Boulevard, Yulee, Florida (the "Premises") which is owned by Lofton Square Properties, Inc. ("Landlord").

B. Landlord has executed and delivered to Mortgagee that certain Amended and Restated Renewal and Future Advance Promissory Note dated October 6, 2003 ("Note") which is secured by that certain Amended and Restated Mortgage, Security Agreement and Spreader from Landlord as mortgagor to Mortgagee encumbering the property recited therein ("Mortgaged Property") which also encompasses the Premises and which mortgage is to be recorded in the Public Records in and for Nassau County, Florida ("Mortgage").

C. Tenant is the tenant for the Premises pursuant to the Lease, as amended, extended and renewed from time to time, and is subject to all of the terms and conditions contained therein.

D. Paragraph 17 of the Lease subordinates the Lease to any mortgage which may be made on account of any loan placed upon the Premises, and Tenant has agreed therein to execute any papers which Landlord's counsel may request to accomplish and evidence said subordination.

### **AGREEMENT**

**NOW, THEREFORE**, in consideration of the covenants and agreements hereinafter contained, the parties hereto do mutually covenant and agree as follows:

1. The Recitals are true and correct and are made a part hereof.
2. Tenant hereby agrees that all rights of Tenant under the Lease are and shall at all times continue to be subordinate to the lien of the Mortgage, as said Mortgage may be amended, renewed, increased, modified, consolidated, replaced, or extended by any subsequent agreements, including but not limited to, the Mortgage Note, Mortgage, Assignment of Rents and such other loan documents as may be executed in conjunction with the Note.
3. In the event that, by reason of the foreclosure of the Mortgage for any reason, Mortgagee or any successor or assignee of Mortgagee succeeds to the interest of the Mortgagor/Landlord under the Lease then upon receipt of notice from the Mortgagee or such successor or assignee that it has succeeded to the rights of the Mortgagor/Landlord under the

Lease, Tenant hereby agrees to recognize Mortgagee or such successor or assignee as Tenant's landlord under the Lease and hereby agrees to attorn to Mortgagee or such successor or assignee. Said attornment is to be effective and self-operative without the execution of any other instrument immediately upon Mortgagee or any successor or assignee of Mortgagee succeeding to the rights of the Mortgagor/Landlord under the Lease, and the Lease shall continue in accordance with its terms between Tenant, as tenant, and Mortgagee or any successor or assignee of Mortgagee, as landlord; provided, however, that Mortgagee or any successor or assignee of Mortgagee shall not: (i) be bound by any prepayment of rent or additional rent, deposit, rental security or any other sums paid to any prior landlord under the Lease including, without limitation, the Mortgagor/Landlord unless received and receipted for by Mortgagee or its successor or assignee; (ii) be bound by any amendment or modification of the lease made without the consent of Mortgagee or its successor or assignee; (iii) be personally liable under the Lease and Mortgagee's or its successor's or assignee's liability under the Lease shall be limited to the interest of Mortgagee or its successor or assignee in the Premises; (iv) be liable for any act or omission of any prior landlord under the Lease including, without limitation, the Mortgagor/Landlord; and (v) be subject to any offsets or defenses which Tenant might have against any prior landlord under the Lease including, without limitation, the Mortgagor/Landlord.

4. Tenant will notify Mortgagee of any default by the Mortgagor/ Landlord which would entitle Tenant to cancel the Lease or abate the rent payable thereunder, and Tenant agrees that notwithstanding any provision of the Lease, no notice of cancellation thereof and no abatement of rent thereunder shall be effective unless Mortgagee has received the notice as aforesaid and has failed within thirty (30) days of the date thereof to cure such default or if such default cannot be cured within thirty (30) days, has failed to commence and diligently to prosecute the cure of the Mortgagor's/Landlord's default which gave rise to such right of cancellation or abatement.

5. Tenant agrees that it will not, without the prior written consent of Mortgagee (a) modify the Lease or any extensions or renewals thereof; (b) terminate the Lease except as provided by its terms; (c) tender or accept a surrender of the Lease or make a prepayment in excess of one month of any rent thereunder; or (d) subordinate or permit subordination of the Lease to any lien subordinate to the Mortgage. Any such purported action without such consent shall be void as against Mortgagee.

6. All notices required to be given under this Agreement shall be in writing and shall be delivered by hand or mail and shall be conclusively deemed to have been received if delivered or attempted to be delivered by United States first class mail, return receipt requested, postage prepaid, addressed to the party for whom it is intended at the following address. Any party may designate a change of address by written notice to the other party, received by such other party at least ten (10) days before such change of address is to become effective.

Mortgagee:

Mercantile Bank  
1200 Riverplace Boulevard  
Jacksonville, Florida 32207  
Attention: J. Tony Lott

Tenant:

Board of Bounty Commissioners, Nassau  
County, Florida  
3159 Lofton Square Boulevard, Suite 900  
Yulee, Florida 32097  
Attention: \_\_\_\_\_

7. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns.

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

Signed, sealed and delivered in the presence of: **TENANT:**

Brenda K Linville  
Print Name: Brenda K Linville

Joyce T. Bradley  
Print Name: Joyce T. Bradley

**BOARD OF COUNTY  
COMMISSIONERS, NASSAU COUNTY,  
FLORIDA**

By: Vickie Samus  
Print Name: Vickie Samus  
Title: Chairman

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of <sup>November</sup> ~~October~~, 2003, by Vickie Samus, as Chairman of Board of County Commissioners, Nassau County, Florida, a Florida body politic, on behalf of thereof, who is personally known to me or has produced \_\_\_\_\_ as identification.

Joni J. Branan  
Print Name: Joni J. Branan  
Notary Public, State of Florida at Large  
Commission No.: DD 13156A  
My Commission Expires: July 5, 2006

ATTEST:

J. M. "Chip" Oxley, Jr.  
J. M. "Chip" Oxley, Jr.  
Ex-Officio Clerk



JONI J. BRANAN  
Notary Public, State of Florida  
My comm. expires July 5, 2006  
Comm. No. DD 131569

Approved as to form by the  
Nassau County Attorney.

Michael S. Mullin  
Michael S. Mullin





FIELD  
SERVICES  
COUNTY, FL

P.O. BOX 17833  
JACKSONVILLE, FLORIDA 32246  
904-261-2235  
FAX 904-277-6503

2003 OCT 23 A 11: 23

October 21, 2003

Nassau County Board of Commissioner  
P. O. Box 4000  
Fernandina Beach, Florida 32035

Dear Tenant:

Our bank requires that we have each of our tenants at Lofton Square Shopping Center sign the enclosed Lease Subordination Agreement and/or Tenant Estoppel Certificate. We are enclosing a self addressed stamped envelope for your convenience. Please return the signed documents so that we may receive them by October 31, 2003.

Sincerely,

A handwritten signature in cursive script that reads 'Harry R. Trevett'.

Harry R. Trevett  
President,  
Lofton Square Properties

Enclosures

Per Norma:  
Originals sent to:  
Hazel Frost  
Akerman & Senter Fitt  
50 N. Laura Street  
Suite 2500  
JAX, FL 32202