

OFF. REC. 852 PG 1034

OFF. REC. 821 PG 307

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THIS INSTRUMENT WAS PREPARED BY
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NINETY-NINE YEAR LEASE AND OPTION TO PURCHASE

THIS INDENTURE OF LEASE, made as of the 1st day of January, A.D. 1969, by and between GUILFORD DEVELOPMENT CORPORATION, a corporation, hereinafter referred to as the "Lessor", and THE ORLEANS APARTMENT CONDOMINIUM, INC., a non-profit corporation, hereinafter referred to as "Lessee".

W I T N E S S E T H:

ARTICLE I

DEMISED PREMISES - TERM OF LEASE

That Lessor, for and in consideration of the rents, covenants, conditions and agreements hereinafter reserved, mentioned and contained, on the part of the Lessee, each and every one of which is declared to be an integral part of the consideration to be furnished by the Lessee, does hereby lease, let and demise unto the Lessee, and the Lessee does hereby lease of and from the Lessor, upon and subject to the terms and conditions hereinafter expressed, the property described in Exhibit "A" attached hereto.

The term "demised premises" or "premises" used in this lease shall be deemed to include the aforescribed premises and the building or buildings and improvements hereafter erected thereon and all personally contained in and appurtenant to and used in connection with the operation of said building or buildings, and all repairs, changes, alterations, additions, replacements and improvements made in, of or to any building or buildings or improvements which at any time are located on the property hereinabove described.

SUBJECT, however, to (1) conditions, consents, restrictions and limitations, if any, now of record; (2) present and future zoning laws, ordinances, resolutions and regulations of the County of Sarasota, Florida, and all present and future ordinances, laws, regulations and orders of all boards, bureaus, or sovereigns, now or hereafter having or acquiring jurisdiction of the demised premises and the use and improvement there-

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~~OFF. REC. 821 P. 308~~

of; (3) any and all building restrictions now or hereafter in force; (4) any state of facts an accurate survey may show; (5) rights, if any, acquired by any utility company to maintain and operate lines, wires, cables, poles and distribution boxes in, under, over and upon the demised premises; (6) rights of way; rights of others in waterways, bridges and roads; (7) all easements of record; (8) all liens, charges and encumbrances of record; (9) any and all other matters, if any, affecting the demised premises at the commencement of the term hereof.

TO HAVE AND TO HOLD the demised premises unto Lessee, upon and subject to all of the terms, covenants, conditions and agreements herein contained for the term of ninety-nine (99) years beginning on the 1st day of January, A.D. 1969, and continuing up to and including the 31st day of December, A.D. 2068 or until sooner terminated pursuant to any conditional limitation or condition hereinafter set forth.

ARTICLE II

RENT

Section 1. Lessee covenants and agrees to pay to Lessor at the address specified in or furnished pursuant to Article XXI hereof, a minimum net quarter annual rental of \$2,475.00, payable quarter-annually, in advance on the 1st day of January, A.D. 1969, and on the 1st day of each quarter of each year during the term of this lease, commencing on the 1st day of January, A.D. 1969.

Section 2. Extensions, indulgences or changes by the Lessor in the mode or time of payment of rent upon any occasion shall not be construed as any continuing waiver or change or as a waiver of the provisions of this Article or as requiring any similar change or indulgency by the Lessor upon any subsequent occasion.

Section 3. It is the purpose and intent of the

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Lessor, and Lessee, that the rent hereinabove provided to be paid to the Lessor by the Lessee, be absolutely net to Lessor, so that this Lease shall, except as hereinafter specifically provided to the contrary, yield net to Lessor the rent as herein provided to be paid in each year during the term of this Lease, and that all costs, expenses and obligations of every kind or nature whatsoever relating to the Demised Premises, or any improvements thereon which may arise or become due during the term of this Lease, shall be paid by the Lessee, and that the Lessor shall be indemnified and saved harmless by the Lessee from and against the same.

Section 4. The net rent shall be paid to Lessor without notice or demand and without abatement, deduction or setoff, except as herein specifically provided to the contrary.

Section 5. Lessee will also pay without delay and without notice, except as may be provided in this Lease, and without abatement, deduction or setoff, as additional rent, all sums, impositions (as defined in Article III hereof) costs, expenses and other payments which Lessee in any of the provisions of this Lease assumes or agrees to pay, and, in the event of any non-payment thereof, Lessor shall have (in addition to all other rights and remedies) all of the rights and remedies provided for herein or by law in the case of non-payment of the net rent.

Section 6. The Lessor and the Lessee recognizing the fluctuating value of U. S. Currency hereby agree that the minimum quarter annual rental set forth under Section 1 hereof shall be subject to adjustment each five (5) years of the term hereof with the first such adjustment to be for the five (5) year period commencing January 1, 1969. Beginning with the sixth (6th) year of the term of this Lease, said quarter annual rents shall be adjusted and fixed on January 1, in the years

1974, 1979, 1984, and on January 1, of each fifth year thereafter throughout the term of this Lease (hereinafter called adjustment dates) in accordance with the formula next below set forth and should such adjuster quarter annual rental exceed \$2,475.00, it shall be the quarter annual rental from the adjustment date on which it is adjusted and fixed until the next following adjustment date. Formula: adjusted quarter annual rent as above provided for shall be determined by multiplying \$2,475.00 by the percentage of increase of the Revised Consumer's Price Index (issued by the Bureau of Labor Statistics of the United States Department of Labor) for the month of January of the year preceding the adjustment date year, over the month of January 1, 1969, (base index) and adding the result to the base rental of \$2,475.00. The base index, that is for January 1, 1969, (base years for computation are 1957 through 1959, averages of which are 100).

Should the publication of said Index be discontinued, then such other Index as may be published by the United States Government most nearly approaching said discontinued Index shall be used in making the rental adjustments herein provided for.

Should there be no such publication by a Governmental Agency, then as Index prepared by a private agency; Firstly: Harvard University; Secondly: The National Association of Manufacturers; Thirdly: some other private agency; generally accepted and approved as an Index reflecting the contemplated fluctuation in the purchasing power of the dollar shall be agreed upon by the parties hereto, or failing such agreement, a generally accepted and approved Index shall be selected by arbitration in accordance with the Rules of the American Arbitration Association. The selection of an Index by such arbitrators in either of the above events shall be binding upon the parties hereto.

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ARTICLE III

PAYMENT OF TAXES, ASSESSMENTS, ETC.

Section 1. Lessee shall promptly pay when first due, all taxes, assessments, water and sewer rents, rates and charges, transit taxes, charges for public utilities, excises, levies, license and permit fees and other governmental charges, general and special, ordinary and extra-ordinary, unforeseen and foreseen, of any kind and nature whatsoever which at any time during the term of this lease may be assessed, levied, confirmed, imposed upon, or grow or become due and payable out of or in respect of, or become a lien on, the Demised Premises or any part thereof or any appurtenances thereto, the rent and income received by Lessee from sub-tenants, any use or occupation of the Demised Premises, and such franchises as may be appurtenant to the use of the Demised Premises, or any document to which Lessee is a party, creating or transferring an interest or estate in the Demised Premises (all such taxes, assessments, water and sewer rent, transit taxes, rates and charges, charges for public utilities, excises, levies, license fees and other governmental charges being hereinafter referred to as "Impositions", and any of the same being hereinafter referred to as an "Imposition"); provided, however, that any Imposition, relating to a fiscal period of the taxing authority, a part of which period is included within the terms of this lease and a part of which is included in a period of time after the expiration of the term of this lease, shall (whether or not such Imposition shall be assessed, levied, confirmed, imposed upon or in respect of or become a lien upon the Demised Premises, or shall become payable, during the term of this lease) be adjusted between Lessor and Lessee as of the expiration of the term of this lease.

Section 2. Lessee will furnish to Lessor at the place at which rental payments are required to be made, official receipts of the appropriate taxing authority, or other reasonably obtainable

evidence satisfactory to Lessor, evidencing the payment thereof at least thirty (30) days before the said Imposition would become delinquent in accordance with the law then in force governing the payment of such imposition or impositions.

Section 3. The certificate, written advise or bill of the appropriate official designated by law to make or issue the same or to receive payment of any imposition, of non-payment of such imposition shall be prima facie evidence that such imposition is due and unpaid at the time of the making or issuance of such certificate, written advice or bill.

ARTICLE IV

SURRENDER

Section 1. Lessee shall and will on the last day of the term hereof or upon any earlier termination of this lease, or upon any re-entry by Lessor upon the Demised Premises pursuant to Article XVIII hereof, well and truly surrender and deliver up the Demised Premises, including equipment attached to any new building and equipment of such new building commonly regarded as equipment passing with the transfer of the real property, but exclusive of all other personal property, into the possession and use of Lessor without fraud or delay and in good order, condition and repair, reasonable wear and tear excepted, and free and clear of all liens and encumbrances other than those, if any, created by Lessor and other than those specifically permitted by this Lease.

Section 2. Any personal property of Lessee or any subtenant which shall remain on the Demised Premises for a period of thirty (30) days after the termination of this Lease, may, at the option of the Lessor be deemed to have been abandoned by Lessee or such subtenant and either may be retained by Lessor as its property or be disposed of, without accountability, in such manner as Lessor may see fit.

Section 3. Lessor shall not be responsible for any loss or damage occurring to any property owned by Lessee or any subtenant.

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REC 821 r. 313~~

Section 4. The provisions of this Article IV shall survive any termination of this lease.

ARTICLE V

INSURANCE

Section 1. Lessee, at its sole cost and expense, shall keep the Demised Premises insured for the mutual benefit of Lessor and Lessee (as hereinafter provided) during the term of this lease, against loss or damage by fire, hurricane, tornado, windstorm and against loss or damage by any other risks now or hereafter embraced by "Extended Coverage", so called, in amounts sufficient to prevent Lessor or Lessee from becoming a co-insurer under the terms of the applicable policies, but in any event in an amount not less than eighty (80) per cent of the then "full replacement cost", exclusive of the cost of excavations, foundations and footings below the lowest basement floor). Such "full replacement cost" shall be determined from time to time (but not more frequently than once in any thirty-six (36) calendar months) at the request of Lessor by an appraiser, engineer, architect or contractor designated by Lessee and approved in writing by Lessor (such approval not to be unreasonably withheld) and paid by Lessee. No omission on the part of the Lessor to request any such determination shall relieve Lessee of any of its obligations under this Article.

Section 2. Lessee, at its sole cost and expense, but for the mutual benefit of Lessor and Lessee, shall maintain:

- (a) personal injury and property damage liability insurance, with respect to each new building, against claims for bodily injury, death or property damage, occurring thereon, in or about the Demised Premises or the elevators or any escalator therein and on, in or about the adjoining streets, property and passageways, such insurance to afford minimum protection, during the term of this lease, of not less than \$200,000.00 in respect of Bodily injury or death to any one person, and

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of not less than \$500,000.00 in respect of any one accident.

(b) Boiler insurance and, if requested by Lessor, plate glass insurance in amounts reasonable satisfactory to Lessor;

(c) such other insurance, and in such amounts as may from time to time be reasonably required by Lessor against other insurable hazards which at the time are commonly insured against in the case of premises similarly situated, due regard being, or to be, given to the height and type of building, its construction, use and occupancy.

Section 3. All insurance provided for in this Article shall be effected under valid and enforceable policies issued by insurers of recognized responsibility, which shall have a minimum rating in Best's Insurance Guide of B+ policy holder and BB financial rating. Within a reasonable time after the execution of this lease, and thereafter not less than thirty (30) days prior to the expiration dates of the expiring policies theretofore furnished pursuant to this Article, originals (or the certificates of the insurers satisfactory to Lessor when the originals shall have been delivered to mortgagees) of the policies bearing notations evidencing the payment of premiums or accompanied by other evidence satisfactory to Lessor of such payment, shall be delivered by Lessee to Lessor.

Section 4. All policies of insurance provided for in Sections 1 and 2 hereof shall name Lessor and Lessee as the insured as their respective interests may appear. Such policies shall also be payable, to any mortgagee, as the interest of such mortgagee may appear. The loss, if any, under any policies provided for in such Sections shall be adjusted with the insurance companies (a) by Lessee and said mortgagee in the case of any particular casualty resulting in damage or destruction not exceeding \$20,000.00 in the aggregate, or (b) by Lessor, Lessee and said mortgagees in the case of any particular casualty resulting in damage or destruction exceeding \$20,000.00 in the aggregate. The proceeds of any such insurance shall be payable:

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(i) To Lessee and to the mortgagee, if any, in the case of any particular casualty resulting in damage or destruction not exceeding \$20,000.00 in the aggregate, or,

(ii) To Lessor in the case of any particular casualty resulting in damage or destruction exceeding \$20,000.00 in the aggregate, for the purpose set forth in Article XIV of this lease.

All policies provided for in Section 1, 2b, and 2c and 2e hereof, shall provide, that the loss, if any, thereunder shall be adjusted and paid as hereinabove provided.

Section 5. Each such policy or certificate therefor issued by the insurer shall contain an agreement by the insurer that such policy shall not be cancelled without at least ten (10) days prior written notice to Lessor.

Section 6. In the event of failure on the part of the Lessee to provide or obtain any insurance coverage required hereunder Lessor shall have the right (but not the obligation) to obtain insurance in accordance with the requirements of this Article V, in which event all sums paid by the Lessor by way of premium payments or otherwise in connection with the said insurance shall be additional rent and shall become due and payable immediately upon demand by the Lessor.

ARTICLE VI

LESSOR'S RIGHT TO PERFORM LESSEE'S COVENANTS

Section 1. If Lessee shall at any time fail to pay any Imposition in accordance with the provisions of Article III hereof, or to take out, pay for, or maintain any of the insurance policies provided for in Article V hereof, or shall fail to make any other payment or perform any other act on its part to be made or performed then Lessor, after ten (10) days' written notice to Lessee (or without notice in case of an emergency) and without waiving or releasing Lessee from any obligation of Lessee contained in this lease, may (but shall be under no obligation to)

(a) pay any Imposition payable by Lessee pursuant to

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REC. 821 PG 316~~

the provisions of Article III hereof, or

(b) take out, pay for and maintain any of the insurance policies provided for in Article V hereof, or

(c) make any other payment or perform any other act on Lessee's part to be made or performed as in this lease provided. and may enter upon the Demised Premises for such purpose and take all such action thereon as may be reasonably necessary therefor.

Section 2. All sums so paid by Lessor and all costs and expenses incurred by Lessor in connection with the performance of any such act, together with interest thereon at the rate of six (6) per cent per annum from the respective dates of Lessor's making of each such payment shall constitute additional rent payable by Lessee under this lease and shall be paid by Lessee to Lessor on demand, and Lessor shall not be limited in the proof of any damages which Lessor may claim against Lessee arising out of or by reason of Lessee's failure to provide and keep in force insurance as aforesaid, to the amount of the insurance premium or premiums not paid or incurred by Lessee and which would have been payable upon such insurance, but Lessor shall also be entitled to recover as damages for such breach, the uninsured amount of any loss, to the extent of any deficiency in the insurance required by the provisions of this lease. However, any such damages so recovered by the Lessor shall be subject to the provisions of Article XIV hereof. Upon the expiration of this lease, the unearned premiums upon any such insurance policies lodged with Lessor by Lessee shall be apportioned if Lessee shall not then be in default in the performance of any of Lessee's covenants, agreements and undertakings in this lease.

ARTICLE VII

REPAIRS AND MAINTENANCE OF THE PROPERTY

Section 1. Throughout the term of this lease, Lessee, at its sole cost and expense, will take good care of the Demised Premises and the sidewalks and curbs adjoining the Demised Premises

and will keep the same in good order and condition, and make all necessary repairs thereto, interior and exterior, structural, non-structural, ordinary and extraordinary, and unforeseen and foreseen. When used in this Article, the term "repairs" shall include all necessary replacements, renewals, alterations, additions, and betterments. All repairs made by Lessee shall be equal in quality and class to the original work. Lessee will do or cause others to do all necessary shoring of foundations and walls of any building and every other act or thing for the safety and preservation thereof which may be necessary by reason of any excavation or other building operation upon any adjoining property or street, alley or passageway.

Section 2. The necessity for and adequacy of repairs to any building pursuant to Section 1 hereof shall be measured by the standard which is appropriate for buildings of similar construction and class, provided that Lessee shall in any event make all repairs necessary to avoid any structural damage or injury to any building.

Section 3. Lessee shall put, keep and maintain all portions of the Demised Premises and the sidewalks, curbs and passageways adjoining the same in a clean and orderly condition, free of dirt, rubbish, and unlawful obstructions.

Section 4. Lessor shall not be required to furnish any services or facilities or to make any repairs or alterations in or to the Demised Premises. Lessee hereby assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance and management of the Demised Premises.

ARTICLE VIII

COMPLIANCE WITH LAWS, ORDINANCES, ETC.

Section 1. Throughout the term of this lease, Lessee, at its sole cost and expense, will comply with all present and future laws, ordinances, orders, rules, regulations and requirements of all federal, state, county and municipal governments, courts, departments, commissions, boards and officers, and all orders, rules and regulations of the National Board of Fire Underwriters, and of

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any other body or board or sovereign concurrently or successively exercising similar functions, and of any other lawful authority having jurisdiction over the Demised Premises or the buildings and improvements now or hereafter erected and maintained thereon, including both interior and exterior portions of the Demised Premises and of any buildings, improvements now or hereafter erected and maintained thereon and the streets, sidewalks, vaults, passages and spaces surrounding the same, sub-surface as well as at or above ground level, and the appurtenances, franchises and privileges connected therewith, whether or not such requirements of law, rules, orders, ordinances, regulations or zoning regulations so involved shall necessitate structural changes, improvements, interference with use and enjoyment of the Demised Premises, replacements or repairs, extraordinary as well as ordinary, and Lessee will so perform and comply, whether or not such requirements of law, rules, orders, ordinances, regulations or zoning regulations so involved shall necessitate structural changes, improvements, interference with use and enjoyment of the Demised Premises, replacements or repairs, extraordinary as well as ordinary, and Lessee will so perform and comply, whether or not such laws, rules, orders, ordinances, regulations or zoning regulations shall now exist or shall hereafter be enacted or promulgated, and whether or no such laws, rules, orders, ordinances, regulations or zoning regulations can be said to be within the present contemplation of the parties hereto; and Lessee shall and does hereby indemnify and agree to save and hold harmless Lessor against and from any and all loss, liability, claims, damages, costs and expenses of suit, interest, fines and penalties which Lessor may suffer or incur, arising out of Lessee's failure to comply with any of such laws, rules, orders, ordinances, regulations or zoning regulations and from failure to keep the Demised Premises in a safe and lawful condition or to use the same in accordance with law.

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Section 2. Lessee shall likewise observe and comply with the requirements of all policies of public liability, fire and all other policies of insurance at any time in force with respect to the Demised Premises.

ARTICLE IX

DISCHARGE OF LIENS

Section 1. Lessee will not, except as may be herein otherwise specifically provided, create or permit to be created or to remain, and will discharge any lien, encumbrance or charge (levied on account of any Imposition or any mechanic's, laborer's or materialman's lien or conditional sale, title retention agreement or chattel mortgage, or otherwise) which might be or become a lien, encumbrance or charge upon the Demised Premises or any part thereof or the income therefrom, having any priority or preference over or ranking on a parity with the estate, rights and interest of Lessor in the Demised Premises or any part thereof or the income therefrom, and Lessee will not suffer any other matter or thing whereby the estate, rights and interest of Lessor in the Demised Premises or any part thereof might be impaired; provided that any Imposition may, after the same becomes lien on the Demised Premises, be paid or contested in accordance with Article III hereof and any mechanic's, laborer's or materialman's lien may be discharged in accordance with Section 2 hereof.

Section 2. If any mechanic's, laborer's or materialman's lien shall at any time be filed against the Demised Premises or any part thereof, Lessee, within ten (10) days after notice of the filing thereof, will cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If Lessee shall fail to cause such lien to be discharged within the period aforesaid, then, in addition to any other right or remedy, Lessor may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge

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of such lien by deposit or by bonding proceedings, and in any such event Lessor shall be entitled, if Lessor so elects, to compel the prosecution of an action for the foreclosure of such lien by the lienor and to pay the amount of the judgement in favor of the lienor with interest, costs and allowances. Any amount so paid by Lessor and all costs and expenses incurred by Lessor in connection therewith, together with interest thereon at the rate of six (6) percent per annum from the respective dates of Lessor's making of the payment or incurring of the cost and expense shall constitute additional rent payable by Lessee under this lease and shall be paid by Lessee to Lessor on demand.

Section 3. Nothing in this lease contained shall be deemed or construed in any way as constituting the consent or request of Lessor, express or implied, by inference or otherwise, to any contractor, sub-contractor, laborer or materialman for the performance of any labor or the furnishing of any material for any specific improvement, alteration to or repair of the Demised Premises or any part thereof, nor as giving Lessee any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any loan against the Demised Premises or any part thereof.

ARTICLE X

NO WASTE

Section 1. Lessee will not do or suffer any waste or damage, disfigurement or injury to the Demised Premises of any part thereof.

ARTICLE XI

USE OF PROPERTY

Section 1. Lessee will not use or allow the Demised Premises or any part thereof to be used or occupied for any unlawful purpose or in violation of any certificate of occupancy covering or affecting the the use of the Demise Premises or any part thereof. Lessee enters into this agreement of lease without any warranties or representations of any character or description, express or implied, as to the use to which the Demised Premises or any part thereof, may be put.

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ARTICLE XII

ENTRY ON PROPERTY BY LESSOR, ETC.

Section 1. Lessee will permit Lessor and its authorized representatives to enter the Demised Premises at all reasonable times for the purpose of (a) inspecting the same and (b) making any reasonably necessary repairs thereto and performing any work therein that may be reasonably necessary by reason of Lessee's failure to make any such repairs or perform any such work or to commence the same for ten (10) days after written notice from Lessor. Nothing herein shall imply and duty upon the part of Lessor to do any such work.

Section 2. Lessor may during the progress of any work in the Demised Premises, if same be necessary hereunder, reasonably keep and store thereon all necessary materials, tools, supplies and equipment. Lessor shall not be liable for inconvenience, annoyance, disturbance, loss of business or other damage of Lessee or any sub-tenant by reason of making such reasonably necessary repairs or the performance of any such work, or on account of Lessor reasonably bringing materials, tools, supplies and equipment into or through the Demised Premises during the course thereof and the obligations of Lessee under this lease shall not be affected thereby.

Section 3. Lessor shall have the right to enter the Demised Premises at all reasonable times during usual business hours for the purpose of showing the same to prospective purchasers thereof, and, at any time within fifteen (15) months prior to the expiration of the term of this lease for the purpose of showing the same to prospective tenants.

ARTICLE XIII

INDEMNIFICATION OF LESSOR

Section 1. Lessee will indemnify and save Lessor harmless against and from all liabilities, obligations, damages, penalties, judgments, costs, charges and expenses, including reasonable architect's and attorneys' fees, which may be imposed upon or incurred by Lessor by reason of any of the following occurring during the term of this lease:

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- (a) any work or thing done in, on or about the Demised Premises or any part thereof;
- (b) any use, non-use, possession, occupation, condition, operation, maintenance or management of the Demised Premises or any part thereof or any street, alley, sidewalk, curb, vault, passageway or space adjacent thereto;
- (c) any negligence on the part of Lessee or any of its agents, contractors, servants, employees, licensees or invitees,
- (d) any accident, injury or damage to any person or property occurring in, or, or about the Demised Premises or any part thereof or any street, alley, sidewalk, curb, vault, passageway or space adjacent thereto;
- (e) any failure on the part of Lessee to perform or comply with any of the covenants, agreements, terms or conditions contained in this lease on its part to be performed or complied with.

In case any action or proceeding is brought against Lessor by reason of any such claim, Lessee upon written notice from Lessor will at Lessee's expense resist or defend such action or proceeding.

ARTICLE XIV

DAMAGE OR DESTRUCTION

Section 1. In case of casualty to the Demised Premises resulting in damage or destruction exceeding \$5,000.00 in the aggregate, Lessee will promptly give written notice thereof to Lessor. Lessee shall, at its sole cost and expense, and whether or not the insurance proceeds, if any, shall be sufficient for the purpose, restore, repair, replace, rebuild (including the demolition of a damaged building, if necessary) or alter the Demised Premises, regardless of the amount of damage or destruction, as nearly as possible to its value, condition and character immediately prior to such damage or destruction. Such restoration, repairs, replacements,

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rebuilding, demolition or alterations shall be commenced promptly and prosecuted with reasonable diligence.

Section 2. All insurance money paid to Lessor on account of such damage or destruction, less the actual cost, fees and expenses, if any incurred in connection with adjustment of the loss, shall be applied by Lessor to the payment of the cost of the aforesaid demolition, restoration, repairs, replacement, rebuilding or alterations, and shall be paid out from time to time as such restoration progresses upon the written request of Lessee which shall be accompanied by the following:

(1) A certificate signed by Lessee, dated not more than thirty (30) days prior to such request, setting forth the following:

(a) That the sum then requested wither has been paid by Lessee, or is justly due to contractors, sub-contractors, materialmen, engineers, architects or other persons who have rendered services or furnished materials for the restoration therein specified, and giving a brief description of such services and materials and the several amounts so paid or due to each of said persons in respect thereof, and stating that no part of such expenditures has been or is being made the basis, in any previous or then pending request, for the withdrawal of insurance money or has been made out of the proceeds of insurance received by Lessee, and that the sum then requested does not exceed the value of the services and materials described in the certificate.

(b) that except for the amount, if any stated (pursuant to the foregoing subparagraph (1) (a) in such certificate to be due for services or materials, there is no outstanding indebtedness known to the persons signing such certificate, after due inquiry, which is then due for labor, wages, materials, supplies or services in connection with such restoration which, if unpaid, might become the basis of a vendor's, mechanic's, laborer's or material-

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(2) An opinion of counsel or other evidence, reasonably satisfactory to Lessor, to the effect that there had not been filed with respect to the Demised Premises or any part thereof or upon Lessee's Leasehold interest therein any vendor's, mechanic's, laborer's, materialmen's or other lien which has not been discharged of record, except such as will be discharged by payment of the amount then requested.

In the event that any such restoration involves expenditures in excess of \$50,000.00 the certificate required by clause (1) of this Section shall be a certificate signed by the architect or engineer in charge of the restoration, who shall be selected by Lessee and who shall be a licensed architect licensed to do business in Sarasota County.

If the insurance money at the time held by Lessor, less the actual cost, fees and expense, if any incurred in connection with the adjustment of the loss, shall be insufficient to pay the entire cost of such restoration, Lessee will pay the deficiency.

Upon receipt by Lessor of satisfactory evidence of the character required by paragraphs (1) and (2) of this Section, that the restoration has been completed and paid for in full and that there are no liens of the character referred to therein any balance of the insurance money at the time held by Lessor shall be paid to Lessee.

All such insurance moneys received by Lessor shall be held by Lessor in a separate bank account as trust funds, until applied as aforesaid.

ARTICLE XV

CHANGES AND ALTERATIONS BY LESSEE

(1) Lessee shall have the right at any time and from time to time during the term of this lease to make, at its sole cost and expense, changes and alterations in any building hereafter erected on the Demised Premises, provided an "Event of Default" as defined in Article XVIII shall not have occurred, subject.

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(a) No single structural change or alteration costing more than \$25,000.00 shall be undertaken except after twenty (20) days prior written notice to lessor.

(b) No change or alteration which would change the character or the structure or the size or rentable area of the building shall be made in any event without the prior written consent of Lessor, such consent not to be withheld if the change or alteration does not impair the value or usefulness of the building or any part thereof.

(c) No change or alteration shall be undertaken until Lessee shall have procured and paid for, so far as the same may be required from time to time, all permits and authorizations of all municipal departments and governmental subdivisions having jurisdiction.

(d) Any structural change or alteration involving an estimated cost of \$50,000.00 or more shall be conducted under supervision of a licensed architect or engineer licensed in Sarasota County, selected by Lessee, and no such structural change or alteration shall be made except in accordance with detailed plans and specifications and cost estimates prepared and approved in writing by such architect or engineer and submitted to Lessor.

(e) Any change or alteration shall, when completed, be of such a character as not to reduce the value of the Demised Premises below its value immediately before such change or alteration.

(f) Any change or alteration shall be made promptly (unavoidable delays excepted) and in a good and workmanlike manner and in compliance with all applicable permits and authorizations and building and zoning laws and with all other laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments, departments, commissions, boards and officers, and in accordance with the orders, rules and regulations of the National Board of Fire Underwriters, or any other body or bodies hereafter exercising similar functions.

REC. 021 R-026

shall be paid by Lessee so that the Demised Premises shall at all times be free of liens for labor and materials supplied or claimed to have been supplied to the Demised Premises.

(h) General Liability insurance for the mutual benefit of Lessee and Lessor with limits of not less than \$200,000.00 in the event of bodily injury or death to one person and not less than \$500,000.00 in the event of bodily injury or death to any number of persons in any one accident, shall be maintained by Lessee at Lessee's sole cost and expense at all times when any work is in process in connection with any change or alteration. All such insurance shall be in a company or companies satisfactory to the Lessor, and all policies or certificates therefor issued by the respective insurers, bearing notations evidencing the payment of premiums or accompanied by other evidence satisfactory to lessor of such payment, shall be delivered to Lessor.

(i) If the estimated cost of such structural change or alteration shall be \$25,000.00 or more, Lessee, at Lessee's sole cost and expense, shall furnish to Lessor a surety company completion bond, issued by a company reasonably acceptable to Lessor, or other securities satisfactory to Lessor, in an amount at least equal to the estimated cost of such change or alteration, guaranteeing the completion thereof within a reasonable time, free and clear of all encumbrances, chattel mortgages, conditional bills of sale, and other charges, and in accordance with the plans and specifications approved by Lessor.

ARTICLE XVI

CONDEMNATION

Section 1. If, at any time during the term of this lease, the whole or substantially all of the Demised Premises shall be taken for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of condemnation or eminent domain or by agreement between Lessor, Lessee and those authorized to exercise such right, this Lease and the term hereof, shall terminate and expire on the date of such taking and the net rent, additional rent and other sum or sums of money and other charges

DEF. REC. 821 R. 327

herein reserved and provided to be paid by Lessee shall be apportioned and paid to the date of such taking.

Section 2. Except as hereinafter otherwise specifically provided, if less than the whole or less than substantially all of the Demised Premises shall be taken as aforesaid, this Lease and the term hereof shall continue, without reduction, abatement or effect of any nature whatsoever upon said term or the liability to pay in full the additional rent and other sum or sums of money and charges herein reserved and provided to be paid by Lessee, but the annual net rent thereafter payable by Lessee shall be apportioned and reduced as of, and from, the date of each such partial taking by an amount equivalent of eight (8) per cent of the net award or awards (after reasonable fees and expenses of collection) ultimately received and retained by Lessor pursuant to the provisions of Section (1) of Section 3 of this Article in connection with the partial taking occasioning the particular apportionment and reduction, each such apportionment and reduction to be made only when and as the particular net award to which Lessor is entitled shall ultimately and finally be determined to be due to Lessor.

Section 3. The rights of Lessor and Lessee in and to the net award or awards (after reasonable fees and expenses of collection) upon any such undertakings shall be determined as follows:

(1) In the event of any such taking, partial, whole or substantially all, as the case may be, Lessor shall always be entitled to receive such portion of the award therefor, with the interest thereon, as shall represent compensation for the value of the land included in the Demised Premises or the part thereof so taken, considered as vacant and unimproved land free and clear of leases as of the date of taking;

(2) In the event of any taking of the whole or substantially all of the Demised Premises after construction of any building thereon by Lessee, Lessor shall also be entitled to receive a portion of the balance of the award thereof, with the

interest thereon, remaining after the allocation in sub-paragraph (1) of this Section 3 above provided, which portion shall bear the same proportion to said balance as the number of full calendar years then elapsed since the completion of said building or buildings bears to 50 years;

(3) Lessee shall be entitled to receive any balance of any sue award or awards remaining after Lessee shall be paid as hereinabove in sub-sections (1) and (2) of this Section 3 provided, subject, however, to the later provisions of this Article.

Section 4. Except as otherwise provided in Section 3 of this Article, the Lessee shall have no rights arising out of the termination of this Lease pursuant to Section 1 of this Article. In the event of any taking in this Article referred to, the Lessee shall not be entitled to any payment based, inter alia, upon the value of the unexpired term of this Lease or any renewal thereof, consequential damages to the land not so taken, or the diminution of the assemblage or plottage value of the land not so taken.

Section 5. If any new building or buildings or any replacement thereof shall be damaged or partially destroyed by any such taking of less than all or substantially all thereof, Lessee shall give prompt notice thereof to Lessor and Lessee shall proceed with reasonable diligence to conduct any necessary demolition and to repair, replace or rebuild, at Lessee's own cost and expense, any remaining part of said new building and improvements or of any replacement thereof not so taken so as to constitute such remaining part thereof, a complete, rentable building in good condition and repair; and Lessee shall hold that portion, if any, of any award which represent consequential damages to said new building and improvements or any replacement thereof, or to the part of said building and improvements or replacements thereof, not so taken, together with the right to receive such portion, and together with

OFF. REC. 852 1056

any award or awards or portion of the award or awards received by Lessee under the provisions of Section 3 of this Article, in trust to apply the same to the cost and expense of such demolition, repairing, replacing and rebuilding, by whomsoever incurred. If the cost of any demolition or work necessary to repair, replace or rebuild any damage to or destruction of the new building and improvements or any replacement or replacements thereof shall equal or exceed an aggregate cost of \$30,000.00, the same shall be conducted under the supervision of an architect or engineer licensed in Broward County, selected by Lessee, and such work shall be done in accordance with plans and specifications prepared and approved in writing by such architect or engineer and submitted to Lessor.

OFF. REC. 821 329

Section 6. If the temporary use of the whole or any part of the Demised Premises shall be taken at any time during the term of this lease for any public or quasi-public purpose by any lawful power or authority, by the exercise of the right of condemnation or eminent domain, or by agreement between Lessee and those authorized to exercise such right, the term of this Lease shall not be reduced or affected in any way and Lessee shall continue to pay in full the net rent, additional rent and other sums of money and charges herein reserved and provided to be paid by Lessee, and, if possession of the Demised Premise shall revert to Lessee prior to the expiration of the term of this Lease, Lessee shall, at its sole expense, restore the Demised Premises to its condition prior to the taking, and in all other respects indemnify and save harmless Lessor from the effects of such taking so that the Demised Premises in every respect shall upon completion of such restoration be the same as though no such taking had occurred. All questions with respect to the disposition of any lump-sum payments made by any body having powers of eminent domain shall be determined by the appropriate court having jurisdiction thereof.

It is understood that the Demised Premises is and will be subject to existing and municipal set-back requirements and it is agreed that the appropriation of the City of Fort Lauderdale, Florida, or by any other Governmental agency for street or highway

purposes of portions of the Demised Premises included in such set-back zones, shall not affect the rent required to be paid by the Lessee hereunder.

OFF. REC. 821 RE 330

ARTICLE XVII
MORTGAGES, ASSIGNMENTS AND
SUB-LEASES

Section 1. Lessee shall not mortgage, hypothecate, pledge or assign the lease or sublet all or any portion of the Demised Premises.

Section 2. The Lessee agrees at any time and from time to time upon not less than twenty (20) days prior written request by the Lessor to execute, acknowledge and deliver to the Lessor a statement in writing certifying that this lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications), and the dates to which the net rent and other charges have been paid in advance, if any, and whether or not there is any existing default by the Lessee and (with respect to Lessor's certification) known to the Lessor, or notice of default served by the Lessor, it being intended that any such statement delivered pursuant to this section may be relied upon by any prospective purchaser of the fee or a mortgage or assignee of any mortgage upon the fee of the Demised Premises. A copy of such statement shall be delivered to the holder of any mortgage.

Section 3. Nothing in this lease contained shall prevent the Lessor from any time encumbering by way of mortgage its fee title to the Demised Premises; such mortgage or mortgages, however, shall be in all respects subject and subordinate to this lease.

ARTICLE XVIII

CONDITIONAL LIMITATIONS - DEFAULT PROVISIONS

Section 1. If any one or more of the following events (herein sometimes called "Events of Default") shall happen:

(a) If default shall be made in the punctual payment of any net rent or additional rent payable under this lease or any part thereof when and as the same shall become due and payable, and such default shall continue for a period of thirty (30) days;

or

(b) If default shall be made by Lessee in the performance of or compliance with any of the covenants, agreements, terms or conditions contained in this lease other than those referred to in the foregoing subdivision (a), and such default shall continue for a period of thirty (30) days after written notice thereof from Lessor to Lessee, provided, that if Lessee proceeds with due diligence during such thirty (30) day period to commence to cure such default and is unable by reason of the nature of the work involved, to cure the same within the said thirty (30) days, its time to so do shall be extended for an additional period not to exceed thirty (30) days, provided, however, that such extension of time shall not subject Lessor or Lessee to any liability, civil or criminal, and the interest of Lessor in this lease shall not be jeopardized by reason thereof and such extension of time shall not be a default under the terms and provisions of any mortgage covering the fee of the Demised Premises; or

REC. 821 RE 312

(c) If at any time during the term hereby demised there shall be filed by Lessee in any court pursuant to any statute, either of the United States or any State, a petition in bankruptcy or insolvency, or for reorganization, or for the appointment of a receiver or trustee of all or a portion of Lessee's property, or if Lessee makes an assignment for the benefit of creditors or petition for entry into an arrangement; or

(d) If at any time during the term hereby demised there shall be filed against Lessee in any court pursuant to any statute either of the United States or of any State, a petition in bankruptcy or insolvency, or for reorganization or for appointment of a receiver or trustee of all or a portion of Lessee's property, and if within ninety (90) days after the commencement of any such proceeding against Lessee the same shall not have been demised; then and in any such event Lessor at any time thereafter may give written notice to Lessee, specifying such Event of Default or Events of Default and stating that this lease and the term hereby demised shall expire and terminate on the date specified in such notice, which shall be at least thirty (30) days after the giving of such notice, and upon the date specified in such notice, this lease and the term hereby demised and all rights of the Lessee under this lease shall expire and terminate, unless before such date all arrears of rent and all other amounts payable by Lessee under this lease, together in each case with interest thereon at the rate of six (6) per cent per annum from the time when the same became due

REC. 821 1060

and payable, and all costs and expenses incurred by or on behalf of Lessor in the premises, including reasonable attorney's fees, shall have been fully paid by Lessee, and all other defaults at the time existing under this lease (including, without limitation, any default specified in subdivision (a) of this Section) shall have been fully cured and made good or secured to the reasonable satisfaction of Lessor, in which event the consequences of such Event of Default or Events of Default, and such notice from Lessor, shall be deemed to be annulled.

Section 2. Upon the expiration or termination of this lease, Lessee shall quit and peacefully surrender the Demised Premises to Lessor, and Lessor, upon or at any time after any expiration or termination, may without further notice, enter upon and re-enter the Demised Premises and possess and repose itself thereof, by force, summary proceedings, ejection or otherwise, and may dispossess Lessee and remove Lessee and all other persons and property from the Demised Premises, and may have, hold and enjoy the Demised Premises and the right to receive all rental income of and from the same.

Section 3. At any time or from time to time after any such expiration or termination, Lessor may relet the Demised Premises or any part thereof, in the name of Lessor or otherwise, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the term of this lease) and on such conditions (which may include concessions or free rent) as Lessor, in its uncontrolled discretion, may determine and may collect and receive the rents therefor. Lessor shall in no way be responsible or liable for any failure to relet the Demised Premises or any part thereof, or for any failure to collect any rent due upon any such reletting.

REC-821 RE 334

Section 4. No such expiration or termination of this lease shall relieve the Lessee of its liability and obligations under this lease, and such liability and obligations shall survive any such expiration or termination. In the event of any such expiration or termination, whether or not the Demised Premises or any part thereof shall have been relet, Lessee shall pay to the Lessor the net rent and all other charges required to be paid by Lessee up to the time of such expiration or termination of this lease, and thereafter Lessee, until the end of what would have been the term of this Lease in the absence of such expiration or termination, shall be liable to Lessor for, and shall pay to Lessor, as and for liquidated and agreed current damages for Lessee's default,

(a) the equivalent of the amount of the net rent and the other rent and charges which would be payable under this lease by Lessee if this lease were still in effect, less

(b) the net proceeds by any reletting effected pursuant to the provisions of Section 3 hereof, after deducting all Lessor's expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage commissions, legal expenses, reasonable attorney's fees, alteration costs and expenses of preparation for such reletting, Lessee shall pay such current damages (herein called "deficiency") to Lessor annually on the days on which the net rent would have been payable under this lease if this lease were still in effect, and Lessor shall be entitled to recover from Lessee such annual deficiency as the same shall arise.

Section 5. Each right and remedy of Lessor provided for in this lease shall be cumulative and shall be in addition to every other right or remedy provided for in this lease or now or

OFF 821-335

hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Lessor of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Lessor of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

Section 6. The Lessee pledges with and assigns unto the Lessor all of the rents, issues and profits which might otherwise accrue to the Lessee for the use, enjoyment and operation of the Demised Premises and in connection with such pledging of the rents the Lessee covenants and agrees with the Lessor that if the Lessor, upon default of the Lessee, elects to file suit in chancery to enforce the lease and protect the Lessor's right hereunder, then the Lessor may, an Ancillary to said suit, apply to any Court having jurisdiction thereof for the appointment of a receiver of all and singular the Demised Premises, the improvements and buildings located thereon; and, thereupon, it is expressly covenanted and agreed that the Court shall forthwith appoint a receiver with the usual powers and duties of receivers in like cases and such appointment shall be made by such Court as a matter of strict right to the Lessor and without reference to the adequacy or inadequacy of the value of the property which is subject to the Lessor's lien or to the solvency or insolvency of the Lessee and without reference to the commission of waste.

Section 7. The Lessee is the developer of a condominium apartment project known as THE ORLEANS, a condominium, on additional lands adjacent to the Demised Premises, which said additional lands are legally described on Exhibit B hereto attached and by reference made a part hereof, and the Lessee proposes to construct on said additional lands residential apartment units under the Condominium Act,

OFF REC 821 M 386

Chapter 63-35, Laws of Florida, 1963, and title to the individual condominium apartment units will initially vest in the Lessee upon the filing of a Declaration of Condominium applicable to the lands described on said Exhibit A. The improvements which the Lessee contemplates constructing or causing to be constructed on the Demised Premises shall consist of certain buildings and other improvements for the common use and benefit of the owners of the individual condominium apartment units hereinabove described, which use shall be subject to the terms and conditions of this lease. It is further recognized by the parties that the aforesaid improvements to be constructed or placed upon the Demised Premises will be of a special character permitting the use and enjoyment of said improvements only by the owners of said condominium apartment units. It is, therefore, recognized between the Lessor and the Lessee that the payment of rentals and other charges imposed upon the Lessee by the terms of this lease as well as as the performance of all other terms and conditions of this lease shall be further secured by a lien in favor of the Lessor on all of the adjacent lands of the Lessee upon which said condominium apartment project is to be constructed. Said lien shall at all times be a paramount and superior lien over all other liens of any nature whatsoever except the lien of any institutional first mortgagee of an individual condominium apartment unit. An institutional first mortgage lien is hereby defined as any such mortgage held by a bank, federal savings and loan association or an insurance company licensed to do business in the State of Florida and no other mortgage or lien shall be superior to the lien of the Lessor herein on said adjacent lands of the Lessee. The enforcement by the Lessor of the lien herein created against the adjacent lands owned by the Lessee may be by appropriate action for the enforcement of liens generally together with all other remedies elsewhere provided in this lease.

DEF. REC. 852 1064

ARTICLE XIV

~~DEF. REC. 821~~ 337

NO SERVICES

Section 1. The Lessor shall not be required to furnish any service to the Devised Premises, including but not limited to heat, water, help and power, and shall not be liable for any failure to water supply or electric current or of any service by any utility, nor for injury or damage to person (including death) or property caused by or resulting from steam, gas, electricity, water or rain which may flow or leak from any part of the Devised Premises, or from any pipes, appliances or plumbing works of the same, or from the street or sub-surface or from any other place, nor from interference with light or other incorporeal hereditments or easements, however, caused, except if due to the affirmative acts of the Lessor. The Lessee agrees to pay all charges for gas, electricity, water, light, heat, power and/or other services used or charges imposed in or about or supplied to said premises when same become due and shall indemnify the Lessor against any and all liability on such account. Lessor shall not be required to furnish any services or facilities or to make any repairs or alterations in or to the Devised Premises. Lessee hereby assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance and management of the Devised Premises.

ARTICLE XI

INVALIDITY OF PARTICULAR PROVISIONS

Section 1. If any term or provision of this lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable the remainder of this lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this lease shall be valid and be enforceable to the fullest extent permitted by law.

DEF. REC. 852 1065

ARTICLE XXI

~~DEF. REC. 821 338~~

NOTICES

Section 1. All notices, demands and requests required under this lease shall be in writing. All such notices, demands and requests shall be deemed to have been properly given if served personally, or if send by United States registered mail, postage prepaid, addressed to Lessor at 1266 E. Broad St., Columbus, Ohio, addressed to Lessee at 950 Tarpon Center Drive, Venice, Florida, if addressed to any mortgagee at such address furnished to Lessor pursuant to this Section 1, or to such other persons and addresses as Lessor, Lessee and any mortgagee from time to time may designate by written notice addressed to one another.

Section 2. Notices, demands and requests which shall be served by registered mail upon Lessor, Lessee or any mortgagee, in the manner aforesaid, shall be deemed sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be mailed by United States registered mail as aforesaid in any Post Office or Branch Post Office regularly maintained by the United States Government.

ARTICLE XXII

CONDITION AND USES OF PROPERTY

Section 1. Lessee represents that the Demised Premises, and structures adjoining the same, any sub-surface conditions thereof, and the present uses and non-uses thereof, have been examined by Lessee and that Lessee accepts the same in the condition or state in which they or any of them now are, without representation or warranty, express, or implied, in fact or by law, by Lessor and without recourse to Lessor, as to the nature, condition or usability thereof or by the use or uses to which the Demised Premises or any part thereof may be put.

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ARTICLE XXIII

QUIET ENJOYMENT - CONVEYANCE BY LESSOR

Section 1. Lessee, upon paying the net rent and all additional rent and other charges herein provided for and the observing and keeping all covenants, agreements and conditions of this lease on its part to be kept, shall quietly have and enjoy the Demised Premises during the term of this lease without hindrance or molestation by anyone claiming by or through Lessor, or of any person claiming any superior title to the premises, subject, however, to the exceptions reservations and conditions of this lease.

Section 2. In case Lessor hereto or any successor owner of the Demised Premises shall convey or otherwise dispose of the Demised Premises and turn over to the transferee any funds held by it hereunder in which the Lessee has an interest hereunder, all liabilities and obligations on the part of Lessor or successor owner as Lessor under this lease accruing after such conveyance or disposal shall terminate upon such conveyance or disposal, and thereupon all such liabilities and obligations shall be binding upon the new owner of the Demised Premises.

ARTICLE XXIV

TIME IS OF THE ESSENCE

Time of performance by the Lessee of each and every provision and covenant contained in this lease is and shall be forever construed as of the very essence of this lease.

ARTICLE XXV

OPTION TO PURCHASE

Section 1. Provided Lessee is not then in default of any of the terms, provisions, covenants and conditions in this lease contained, the Lessee shall have and is hereby given the privilege and option of purchasing the fee title to the above described premises. The purchase price shall be a minimum sum of \$150,000.00, payable in cash in the manner hereinafter

OFF. REC. 821-340

set forth, provided that said option shall be for the term commencing January 1, 1974, through December 31, 1978, and the closing and payment of the purchase price shall likewise be accomplished between the aforesaid dates. The purchase price to be paid by the Lessee shall be adjusted in accordance with the provisions of Article II, Section 6 hereof in the following manner: the adjusted purchase price as above provided for shall be determined by multiplying \$150,000.00 by the percentage of increase of the Revised Consumer's Price Index issued by the Bureau of Labor Statistics of the United States Department of Labor for the month of January, 1974, over the month of January, 1969, (base index), and adding the result to the basic purchase price of \$150,000.00. The base index is as established in said Article II, Section 6, and the provisions of said Article II, Section 6, relating to the publication from which the index shall be determined shall also be applicable to the index for determining the purchase price payable by the Lessee hereunder.

Section 2. The said option hereinabove set forth in Section 1 shall be exercisable by Lessee only within the five year period from January 1, 1974, until December 31, 1978, at 5:00 o'clock P.M., after which time said option shall cease and terminate and be of no further force and effect.

Section 3. The exercise of said option shall be effective only if Lessee has complied with each of the following conditions:

(a) Lessee shall notify Lessor in writing by notice served as provided in Article XXI hereof, of its election to exercise said option.

(b) Lessee shall deliver to Lessor, together with its said written notice, its check in an amount equal to ten (10%) per cent of the purchase price fixed pursuant to the terms hereof as a deposit for said purchase.

REC. 821 # 344

(c) The said notice shall provide for the time and place of closing, which time shall be between the hours of 9:00 A.M. and 4:00 P.M. on any business day not sooner than ninety (90) days or later than one hundred fifty (150) days from the effective date of the notice exercising the aforesaid option, and the place shall be at the office of the attorney in Sarasota County, Florida, representing the Seller.

Section 4. At least five (5) days prior to the date scheduled for the closing of title, Lessor will furnish at Lessee's expense, an abstract of title brought to a day which is not later than ten (10) days prior to the date of closing of title, indicating the title of Lessor to be subject only to those things set forth in Article I of this lease and subject further to all unpaid taxes and assessments and to any liens, encumbrances, easements, and any and all other matters created by or against the Lessee or by acts done or suffered by the Lessee and subject further to all of the terms, conditions, covenants and provisions in this Lease contained.

The Lessee has caused the existing abstract of title as of this day to be examined and is satisfied with the condition of title (lessor making no warranty or representation in connection therewith) and shall be barred from raising any question of title from facts arising prior to the date of this lease. Lessee has made an investigation of the applicable ordinances and set-back requirements and will accept the property subject to same. Lessee will, at its own expense, procure a survey of the leased premises, if it desires such survey. Lessee, at its expense, shall furnish such documentary stamps as may be required to be affixed to this lease by the laws of the State of Florida.

Section 5. The deed to be delivered by Lessor to Lessee pursuant to the provisions of this Article XXV shall reserve unto Lessor, as grantor, such easements, covenants running with the land, restrictive covenants, permits, franchises, consents and any and all other necessary grants and privileges which in the opinion of the attorney for Lessor may be necessary to assure Lessor that it shall have adequate and sufficient rights and

privileges of ingress and egress from then existing publicly dedicated and open roads, streets or thoroughfares to any and all remaining property owned by Lessor or in which Lessor or any of its affiliated companies, may have an interest.

Section 6. This option is not separable from the within lease agreement.

Section 7. Regardless of the day of closing of title, there shall be no proration of rents, additional rents, taxes, insurance or other charges affecting the premises to be conveyed by Lessor or Lessee, theretofore paid by Lessee.

REC. 821 # 342

REC 821 343

Section 8. If after the option is exercised pursuant to the provisions of this Article XXV, and thereafter Lessee fails or refuses to close the transaction pursuant to the notice which exercises the option, then the full down payment held by Lessor shall be retained by Lessor free and clear of any claims of Lessee, and thereafter all of the parties to the transaction shall be relieved of all liability thereunder with respect to the aforesaid exercised option.

ARTICLE XXVI

NEW CONSTRUCTION BY LESSEE

Section 1. Any new building, buildings, or improvements which shall be erected by Lessee under this Lease shall immediately become and be part of the premises demised hereunder and shall be the exclusive property of Lessor, and, Lessee shall have no right to compensation or allowance or set-off for the whole of any said building or buildings or any part of parts thereof, except as provided in Article 18 hereof relating to condemnation.

ARTICLE XXVII

DEFINITION OF CERTAIN TERMS, ETC.

Section 1. For the purpose of this lease, unless the context otherwise requires;

(a) The term "Lessor" shall mean the owner at the time of the Demised Premises or any portion thereof.

(b) The term "Lessee" shall mean any person, corporation, partnership or other legal entity in possession of the Demised Premises or any part thereof pursuant to the terms of this Lease.

Section 2. The captions of this Lease are for convenience and reference only and in no way define, limit or describe the scope or intent of this Lease nor in any way affect this lease.

REC. 821-344

ARTICLE XXVIII

COVENANTS TO BIND AND BENEFIT
RESPECTIVE PARTIES

The covenants and agreements herein contained shall bind and inure to the benefit of Lessor, its successors and assigns, and Lessee, its successors and assigns, except as otherwise provided herein.

ARTICLE XXIX

FINAL REPOSITORY

Section 1. This instrument constitutes the final repository of the agreement between the parties relating thereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in a manner prescribed by law as of the day and year first above written.

The Orleans Apartment
Condominium, Inc.,

Attest: [Signature]
Secretary

By: [Signature]
President

Guilford Development Corporation,

Attest: [Signature]
Secretary

By: [Signature]
President

OFF REC 852 1072

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME personally appeared EARL B. SISSON
and SEYMAN STERN, to me well known, and known to me
to be the individuals described in and who executed the foregoing
instrument as President and Secretary of the above named, THE
ORLEANS APARTMENT CONDOMINIUM, INC., a non-profit corporation, and
severally acknowledged to and before me that they executed such
instrument as such President and Secretary, respectively, of said
non-profit corporation, and that the seal affixed to the foregoing
instrument is the corporate seal of said non-profit corporation,
and that it was affixed to said instrument by due and regular cor-
porate authority, and that said instrument is the free act and deed
of said non-profit corporation.

OFF REC 821 345

WITNESS my hand and official seal, this 9th
December, A.D. 1969.

[Signature]
NOTARY PUBLIC

NOTARY PUBLIC
ROBERT W. J. CLERK
STATE OF FLORIDA
1969
358094

My Commission expires:
Notary Public, State of Florida at Large
My commission expires Nov. 25, 1971

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME personally appeared EARL B. SISSON
and SEYMAN STERN, to me well known, and known to me
to be the individuals described in and who executed the foregoing
instrument as President and Secretary of the above named, GUILFORD
DEVELOPMENT CORPORATION, a corporation, and severally acknowledged
to and before me that they executed such instrument as such President
and Secretary, respectively, of said corporation, and that the seal
affixed to the foregoing instrument is the corporate seal of said
corporation and that it was affixed to said instrument by due and
regular corporate authority, and that said instrument is the free
act and deed of said corporation.

WITNESS my hand and official seal, this 9th
DAY of December, A.D. 1969.

[Signature]
NOTARY PUBLIC

NOTARY PUBLIC
ROBERT W. J. CLERK
STATE OF FLORIDA
1969

My Commission expires: