5000-3 Annex Lease

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("**License Agreement**"), is made and entered into this 1st day of May, 2020 ("**Effective Date**"), by and between Gateway Retail Center, LLC, a Florida limited liability company (hereinafter called "**Licensor**"), having an office at 7850 NW 146th Street, 4th Floor, Miami Lakes, FL 33016, and First Coast Workforce Development, Inc., a Florida non-profit corporation d/b/a Career Source (hereinafter referred to as "**Licensee**").

Licensor and Licensee desire to enter into an agreement wherein Licensor grants to Licensee, and Licensee accepts from Licensor, a non-exclusive license to temporarily use, as more particularly described herein, the front 3,000 square feet (the "**Premises**") out of the approximately 8,930 total square feet contained in the premises commonly referred to as Bay #3 in the location having an address of 5000-2 Norwood Avenue, Jacksonville, FL 32208 within the shopping center commonly known as Gateway Town Center (the "**Shopping Center**"). Said Premises is located in the Shopping Center and is designated as Bay #3A on the site plan attached hereto as **Exhibit "A"**.

NOW THEREFORE, in consideration of the mutual promises and covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties hereby agree as follows:

1. Permitted Use - Licensor hereby grants Licensee a revocable license and permission to enter upon and use the Premises, which is subject to compliance with any exclusive rights of the existing tenants and their successors, assigns, licensees, sublessees, and replacements set forth in **Exhibit "C"** attached hereto and made a part hereof, for the operation of a career development and/or general office, subject to local governmental approval, if required, which Licensee agrees it shall obtain at its sole cost and expense. Licensee shall not use the Premises for any other use or purpose. In no event shall the Licensee use the remaining 5,930 square feet portion of Bay #3 ("**Non-Licensed Area**") designated on the site plan attached hereto as **Exhibit "A"**.

2. Acceptance - Licensee hereby accepts possession of the Premises as of the Commencement Date in its "AS-IS" and "WHERE IS" condition with no additional improvements, changes, installations, alterations, repairs or replacements to be made by Licensor and Licensor shall have no obligation to perform any work or repairs therein, except that Licensor shall deliver the Premises with the existing air-conditioning unit and lighting in good working order, with any stained ceiling tiles having been replaced and the Premises being in broom-clean condition. Licensee agrees on its part to perform and comply with all terms, conditions and provisions of this License Agreement to be performed and observed by the Licensee.

3. License Term and Conduct of Licensee in Premises - The term ("**Term**") of this License Agreement shall commence June 1, 2020 ("**Commencement Date**") and shall terminate on November 30, 2021 ("**Expiration Date**"), unless sooner terminated as set forth in this License Agreement. Licensee agrees it will keep the Premises fully operational and attended; keeping the area around it clean and neat at all times; being courteous, polite, and friendly to customers and co-tenants; providing one or more emergency telephone number(s) to the Licensor with the name of a responsible, supervisory individual; securing and being responsible for the Premises at the close of business, and not permitting loitering or misconduct in or about the Premises. Further, Licensee will operate its business in substantial compliance with the terms and conditions of the Rules and Regulations attached hereto as **Exhibit "B"** and made a part hereof and which are hereby incorporated by reference into this License Agreement.

In the event Licensee fails to return possession of the Premises to Licensor on or before the Expiration Date, Licensee agrees that it shall be deemed a Licensee at sufferance and subject to a holdover License Fee

(defined below) in the amount of $500.00 per day for each and every day Licensee fails to return possession of the Premises to Licensor, plus applicable sales tax.

4. License Fee and License Fee Commencement - Commencing on the Commencement Date and continuing throughout the Term, without previous demand or notice therefor and without any setoff or deduction whatsoever, Licensee shall pay to Licensor, a License Fee in the amount of Four Thousand and NO/100 Dollars ($4,000.00) per month, plus applicable sales tax (unless exempted therefrom) thereon ("**License Fee**"), which shall be paid on the first (1st) day of each calendar month during the Term. Any partial month in which Licensee occupies the Premises shall be prorated accordingly. All amounts due to Licensor hereunder shall be paid in the form of certified check, bank draft, or money order made payable to Gateway Retail Center, LLC, at 7850 NW 146th Street, 4th Floor, Miami Lakes, FL 33016.

Unless exempted therefrom, Licensee shall promptly pay when due any sales or other taxes, fees or charges assessed or due now or hereafter on the License Fee hereunder, or any portion thereof, or the use or occupancy of the Premises by Licensee, or the operation of the Premises by Licensee, to the State of Florida or any of its political subdivisions (other than income taxes of Licensor), which shall be the sole obligation of, and timely paid by, Licensee.

In the event Licensee shall fail to comply with all the requirements set forth in this Section 4 at any time during the Term of this License, without waiving any other available rights and remedies, upon receipt of written notice from Licensor of such failure, all accrued, but the unpaid License Fee amounts for the Term hereof shall become immediately due and payable by Licensee to Licensor.

In the event any installment of the License Fee shall become overdue, without waiving any other available rights and remedies, a late charge of ten percent (10%) of the delinquent sum may be charged by Licensor. If any installment of the License Fee shall remain overdue for more than fifteen (15) days, an additional late charge in an amount equal to one and one-half percent (1.5%) per month of the delinquent amount shall be due and payable to Licensor, such charge to be computed for the entire period for which the amount is overdue and which shall be in addition to and not in lieu of the ten percent (10%) late charge or any other remedy available to Licensor. In the event that any check given to Licensor for any payment under this License shall be dishonored for any reason whatsoever not attributable to Licensor, Licensor shall be entitled to assess an administrative charge to Licensee of Three Hundred Dollars ($300.00).

5. Electric, Garbage, Water and Other Utilities - Electric, gas, sewer, trash collection and water utilities (the "**Utility**" or "**Utilities**") will remain in Licensor's name during the Term of this License Agreement. In addition to the License Fee payments required hereunder, Licensee agrees to reimburse Licensor for the costs of such Utilities, including Licensee's Proportionate Share (defined below) of any Utility which is not separately metered, such obligation to survive the expiration or earlier termination of the Term. Notwithstanding anything contained herein to the contrary, Licensee will pay directly to the service provider for all other utilities used in connection with the Premises, including, but not limited to Internet/cable/telephone service, if applicable. Licensee covenants that at no time shall it overburden or exceed the capacity of the mains, feeders, ducts, conduits or other facilities by which such utilities supply, distribute to or serve the Premises. Licensor reserves the right to stop or reduce the level of any or all of the utility services contemplated hereunder when necessary by reason of (i) accident or emergency, (ii) mechanical breakdown, (iii) requirements of law, (iv) any other cause beyond Licensor's reasonable control, or (v) repairs, alterations, replacements or improvements, which, in the judgment of Licensor, are necessary until the cause of such stoppage shall have been remedied. Licensee covenants that at no time shall it overburden or exceed the capacity of the mains, feeders, ducts, conduits or other facilities by which such utilities supply, distribute to or serve the Premises. As used in this Section 5, the term "**Proportionate Share**" shall mean Licensee's share represented by a fraction which has as its numerator the gross rentable area of the Premises and as its denominator the gross rentable area of the Shopping Center.

6. Permits and Compliance with Law - Licensee agrees to obtain at its own cost and expense all permits and licenses required by any governmental authority and Licensee agrees to comply with all federal, state, or local laws, rules, and regulations as well as rules and regulations promulgated by Licensor for Licensee's use and occupancy of the Premises and operation of its business within the Premises.

7. Insurance - Prior to the commencement of the Term hereof, Licensee will provide Licensor with a Certificate of Public Liability Insurance covering Licensee and naming Licensor, and its managing agent, Gator Development Corp., as additional insureds with the minimum coverage amounts of One Million Dollars ($1,000,000.00) on account of bodily injuries to or death of one person, Two Million Dollars ($2,000,000.00) on account of bodily injuries to or death of more than one person as a result of any single occurrence, and with a minimum coverage of Fifty Thousand Dollars ($50,000.000) for property damage.

8. Indemnification - Licensee hereby agrees to indemnify, defend and hold harmless the Licensor, its owners, management, agents, and employees from and against any and all liabilities, suits, claims, damages, injuries, actions, costs, fees, penalties, interest or expenses (including reasonable attorney's fees) of any kind or nature, whatsoever, due to or arising from or in any way connected with the use and/or occupancy of the Premises, the Non-Licensed Area, the Shopping Center or any part or facility thereof by the Licensee, its agents, members, partners, associates, contractors, servants, guests, invitees, trespassers and employees.

9. Waiver - Licensee agrees to be solely responsible for all equipment, stock-in-trade, items, effects, personal property, or any of the like, utilized in connection with this License Agreement to use the Premises or brought upon or kept on the Premises, and Licensee does hereby waive any right of recovery against the Licensor or its partners, principals, owners and management, and each tenant and licensee of the Shopping Center for loss, damage or theft of such equipment, stock-in-trade, items, effects, personal property, or any of the like. Licensee acknowledges and agrees that Licensor shall not be required to provide any security service or security personnel to Licensee or its employees in connection with their use of the Premises.

10. Notice - Notice to the Licensee and to the Licensor shall be delivered at the following addresses:

If to Licensor:

Gateway Retail Center, LLC
Attn: James A. Goldsmith
7850 NW 146th Street, 4th Floor
Miami Lakes, FL 33016

If to Licensee:

First Coast Workforce Development, Inc.
1845 Town Center Blvd., Suite 250
Fleming Island, FL 32003
Tel.: _____
E-mail: _____

Any notice consent, request, demand or approval under this License Agreement shall be in writing and shall be given by depositing it in the United States Mail, postage prepaid, certified mail, return receipt required, with a national overnight delivery service (e.g. FedEx) or by email transmission (with the original being sent by one of the other permitted means or by regular United States mail) addressed to the parties at the respective addresses set forth herein, or to such other addresses as the parties may have designated by written notice to each other. Notices so given shall be effective on the date of receipt or rejection thereof. Notices to Licensee may be given by either an agent or attorney acting on behalf of Licensor.

11. Non-Transferrable - This License Agreement is personal to Licensee and may not be transferred or assigned by Licensee, nor may the Premises be used or occupied by another or be operated by any others.

12. Legal Fees - In the event of a dispute between the Licensor and the Licensee which leads to litigation and legal process, the prevailing party in any such dispute shall be entitled to have its legal fees and courts costs, at all tribunal levels, paid for by the non-prevailing party.

13. Choice of Law - All legal disputes arising pursuant to or in connection with this License Agreement shall be governed by the substantive laws of the state in which the Premises are located, without giving effect to principles of conflict of laws, except where specifically preempted by Federal law.

14. Repairs - During the Term, Licensor shall have no obligation to maintain the Premises and shall have no obligation to provide any services of any kind to Licensee. Licensee, at its sole cost and expenses, shall be responsible for all repairs to the Premises and shall keep the Premises in good order and in a clean, sanitary and safe condition in accordance with all laws; and upon the end of the Term (or earlier termination), Licensee shall deliver the Premises in broom clean condition, and in as good order and condition as the date when Licensee took possession of the Premises, ordinary wear and tear only excepted.

15. Alterations; Signage - Licensee shall not make or allow to be made any alterations, additions or improvements in or to the Premises, or erect or install any signs, lettering or placards in or around the Premises, without Licensor's prior written consent, which consent may be withheld or conditioned in Licensor's sole and absolute discretion. However, subject to Licensor's approval and consent of Licensee's plans and specifications, Licensee will be responsible, at Licensee's sole cost and expense, and in accordance with all applicable laws, for any alterations or partitions Licensee desires to make to the Premises. If any such alterations would affect the structure of the Shopping Center or any of the electrical, plumbing, mechanical, air-conditioning systems or other building systems, Licensor may, as a condition to its approval thereof (if approved), perform such work at Licensee's cost. In such case, Licensee shall be required to pay Licensor upon demand or in advance of making any such alteration, as additional rent, an amount equal to the costs of Licensor making such alterations. Licensee shall have no power to subject the interest of Licensor in the Premises or all or any portion of the Shopping Center to mechanic's or materialman's liens of any kind. The existence of any such lien shall be a material breach of this License Agreement. All contracts for work at the Premises must contain a waiver of lien by Licensee's contractor. All persons performing work, labor, or materials at the Premises shall look solely to the interest of Licensee and not to that of Licensor for compensation of any kind. Licensee shall indemnify Licensor for any legal fees and court costs in connection with Licensee's obligations as set forth in this Section 15. Licensee shall have the obligation to promptly discharge, transfer or bond any lien filed against the Premises or Shopping Center, within ten (10) days from the filing thereof and if Licensee fails to fulfill this obligation, Licensee shall pay the cost Licensor incurs to remove such liens along with an administrative fee of twenty percent (20%) of such costs to remove the liens.

16. Default - The following shall be deemed to be events of default by Licensee under this License Agreement: (1) Licensee shall fail to pay any installment of the License Fee or any other payment required pursuant to this License Agreement; or (2) Licensee shall be in default of any other term, provision or covenant of this License Agreement, and such default is not cured within ten (10) days after receipt of written notice thereof from Licensor, provided that it shall not be an event of default if, as to defaults not reasonably capable of being cured within such ten (10) days, Licensee is diligently and continuously (subject to force majeure) prosecuting a cure of such default beyond such ten (10) day cure period and completes such cure within thirty (30) days. Upon the occurrence of any event of default set forth in this License Agreement, in addition to and not in lieu of any other rights or remedies at law available to Licensor, Licensor may, at its option, (i) enter upon the Premises and do whatever Licensee is obligated to do under the terms of this License Agreement and Licensee agrees to reimburse Licensor on demand for any reasonable expenses which Licensor may incur in effecting compliance with Licensee's obligations under this License Agreement including reasonable attorneys' fees and costs; or (ii) terminate this License

Agreement, in which event Licensee shall immediately surrender the Premises to Licensor, provided, however, that Licensee shall remain liable for any License Fee and damages which may be due or sustained prior to such termination, and for all reasonable costs, fees, and expenses incurred by Licensor in pursuit of its remedies hereunder, including reasonable attorneys' fees and costs. No termination of the License Agreement pursuant to this Section 16 shall release Licensee or its respective successors or assigns from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions, or events occurring prior to the effective date of such termination.

In the event that, at any time during the Term, Licensee (or any affiliated or related person or entity of or to the Licensee) shall be in default under another lease (the "**Other Lease**") with Licensor (or any entity affiliated with Licensor or its partners, managers, members or officers), Licensor may, at Licensor's option, deem such default under the Other Lease as a default by Licensee under this License (and Licensee shall thereafter be in default under this License) and Licensor may, at Licensor's option, deem any default under this License as a default under the Other Lease. In either event, Licensor may exercise all rights and remedies pursuant to this License and the Other Lease and at law or in equity which Licensor may have upon a default by Licensee under this License. Without limiting the foregoing, Licensor shall be permitted to add to amounts owing by Licensee to Licensor hereunder all amounts owing by the Licensee to the Licensor under the Other Lease.

17. Damages - If Licensor shall fail to perform any covenant, term or condition of this License Agreement upon Licensor's part to be performed, and if as a consequence of such default Licensee shall recover a money judgment against Licensor, such damages shall only be for actual damages, and Licensee will not seek punitive, consequential or indirect damages, and such judgment shall be satisfied only out of the proceeds of sale received upon execution of such judgment and levied thereon against the right, title and interest of Licensor in the Shopping Center and out of rents or other income from such property receivable by Licensor, or out of the consideration received by Licensor from the sale or other disposition of all or any part of Licensor's right, title and interest in the Shopping Center, and neither Licensor nor any shareholder, officer, employee or agent thereof, shall be liable for any deficiency.

18. Licensor's Right to Terminate - Notwithstanding anything to the contrary herein, Licensor, in its sole and absolute discretion, shall have the unilateral right to terminate this License Agreement by providing at least sixty (60) days advance written notice to Licensee. If so terminated, the Term and the all charges payable under this License Agreement shall be apportioned as of the date specified in the notice.

19. Licensor's Right to Show Premises - Licensor and Licensor's agents have the right to enter the Premises at all reasonable times to show them to prospective tenants, purchasers or mortgagees and Licensor may place upon the exterior of the Premises or the inside portion of the glass storefront of the Premises, "For Lease" or "For Rent" signs of reasonable size, which signs shall not be removed, tampered with or hidden by Licensee.

20. Brokers - Licensor and Licensee represent and warrant to each other that they have not negotiated with any broker in connection with this License Agreement, other than Realty Services Group, Inc. ("Realty"). Except for fees due to Realty, which shall be governed under a separate agreement, Licensor and Licensee agree that should any claim be made against the other for a broker's commission, finder's fee or similar compensation by reason of the acts of such party, the party upon whose acts such claim is predicated shall indemnify and hold the other party harmless from all losses, costs, damages, claims, liabilities and expenses in connection therewith (including, but not limited to, reasonable legal fees and the cost of enforcing this indemnity).

21. OFAC - Without limiting the general requirements under this Lease for Licensee to comply with applicable laws, to the extent applicable to Licensee and/or its operations, Licensee shall comply with all (i) regulations promulgated by the Office of Foreign Assets Control, Department of the Treasury which are applicable to Licensee or any occupant of the Premises, (ii) the International Emergency Economic Powers

Act, 50 U.S.C. Section 1701 et seq., (iii) the Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and (iv) the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism and any "anti-terrorism" laws. Licensee represents and warrants to Licensor that none of Licensee or any of Licensee's officers, directors, partners, managers, members or any persons or entities holding any legal or beneficial interest whatsoever in Licensee (whether directly or indirectly) are a party with whom Licensor is prohibited from doing business pursuant to the regulations of the Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury, including those parties named on OFAC's Specially Designated Nationals and Blocked Persons List. Licensee is currently in compliance with, and shall at all times during the lease term remain in compliance with, the regulations of OFAC and any other governmental requirement relating thereto. In the event of any violation of this section or any misrepresentation by Licensee in this section, Licensor shall be entitled to immediately terminate this Lease and take such other actions as are permitted or required to be taken under law or in equity. LICENSEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS LICENSOR FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, RISKS, LIABILITIES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS) INCURRED BY LICENSOR ARISING FROM OR RELATED TO ANY BREACH OF THE FOREGOING CERTIFICATIONS. These indemnity obligations shall survive the expiration or earlier termination of this Lease.

22. Radon Gas - In compliance with § 404.056, Florida Statutes, Licensee is hereby made aware of the following: RADON GAS 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.

23. Counterparts - This License Agreement may be executed in several counterparts and via facsimile, each of which shall be deemed an original, and all such counterparts shall together constitute one in the same instrument.

Each of the persons executing this License Agreement behalf of Licensee covenant and warrant that: (i) Licensee is a duly authorized existing entity qualified to do business in the State of Florida; (ii) Licensee has full right and authority to enter into this License Agreement and each of the persons executing this License Agreement on behalf of Licensee is authorized to do so; and (iii) this License Agreement constitutes a valid and legally binding obligation of Licensee, enforceable in accordance with its terms. On or before the execution of this Lease, Licensee shall submit to Licensor one form of government-issued photo identification that is reasonably acceptable to Licensor.

24. Entire License; Amendment - This License Agreement contains all of the agreements of the parties hereto with respect to the matters contained herein and no prior or contemporaneous agreement or understanding, oral or written; pertaining to any such matters shall be effective for any purpose. No provision of this License Agreement may be modified, waived, amended or added to except by a writing signed by the party against which the enforcement of such modification, waiver, amendment or addition is or may be sought.

25. Incorporation of Exhibits - All Exhibits attached hereto and referred to herein are incorporated in this License Agreement as though fully set forth herein.

26. Waiver - The waiver of any breach of any provision hereunder by Licensor or Licensee shall not be deemed to be a waiver of any preceding or subsequent breach hereunder. No failure or delay of any party

in the exercise of any right given hereunder shall constitute a waiver thereof nor shall any partial exercise of any right preclude further exercise thereof.

27. Time of Essence - Time is of the essence in this License Agreement as to all dates and time periods set forth herein.

28. Headings - The headings of this License Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions of this License Agreement.

29. Severability - If any paragraph, section, sentence, clause or phrase contained in the License Agreement shall become illegal, null or void, against public policy, or to otherwise be unenforceable, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void, against public policy, or otherwise unenforceable, the remaining paragraphs, sections, sentences, clauses or phrases contained in the License Agreement shall not be affected thereby.

30. WAIVER OF JURY TRIAL - THE LICENSOR AND THE LICENSEE HEREBY WAIVE ANY RIGHTS THEY MAY OTHERWISE HAVE TO A JURY TRIAL.

WITNESS:

Print Name: Sheri-Gaye Buell

Print Name: Yisell Alfonso

WITNESS:

Print Name: STEVEN DIONISIO

Print Name: Joe IV, Hickox

LICENSOR:

Gateway Retail Center, LLC, a Florida limited liability company

By: Gator Gateway, LLC, a Florida limited liability company, its manager

By: _____
James A. Goldsmith, Manager

LICENSEE:

First Coast Workforce Development, Inc., a Florida non-profit corporation d/b/a Career Source

By: _____

Print Name: Bruce Ferguson Jr

Title: PRESIDENT

EXHIBIT "A"
SITE PLAN

ATTACHED TO LICENSE AGREEMENT BY AND BETWEEN Gateway Retail Center, LLC, a Florida limited liability company, as "Licensor", and First Coast Workforce Development, Inc., a Florida non-profit corporation d/b/a Career Source, as "Licensee", dated _____, 2020, annexed thereto and made a part thereof.

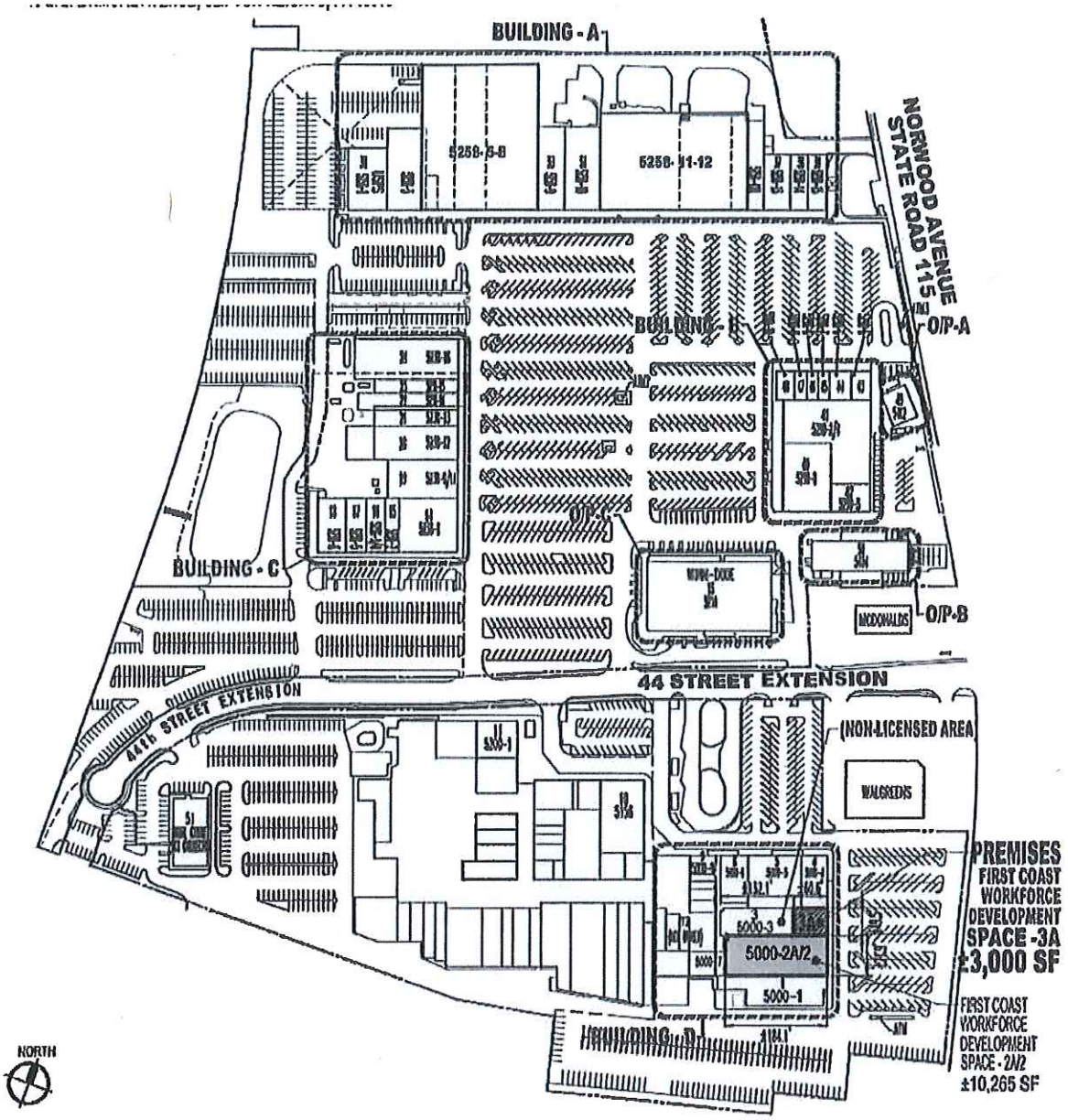
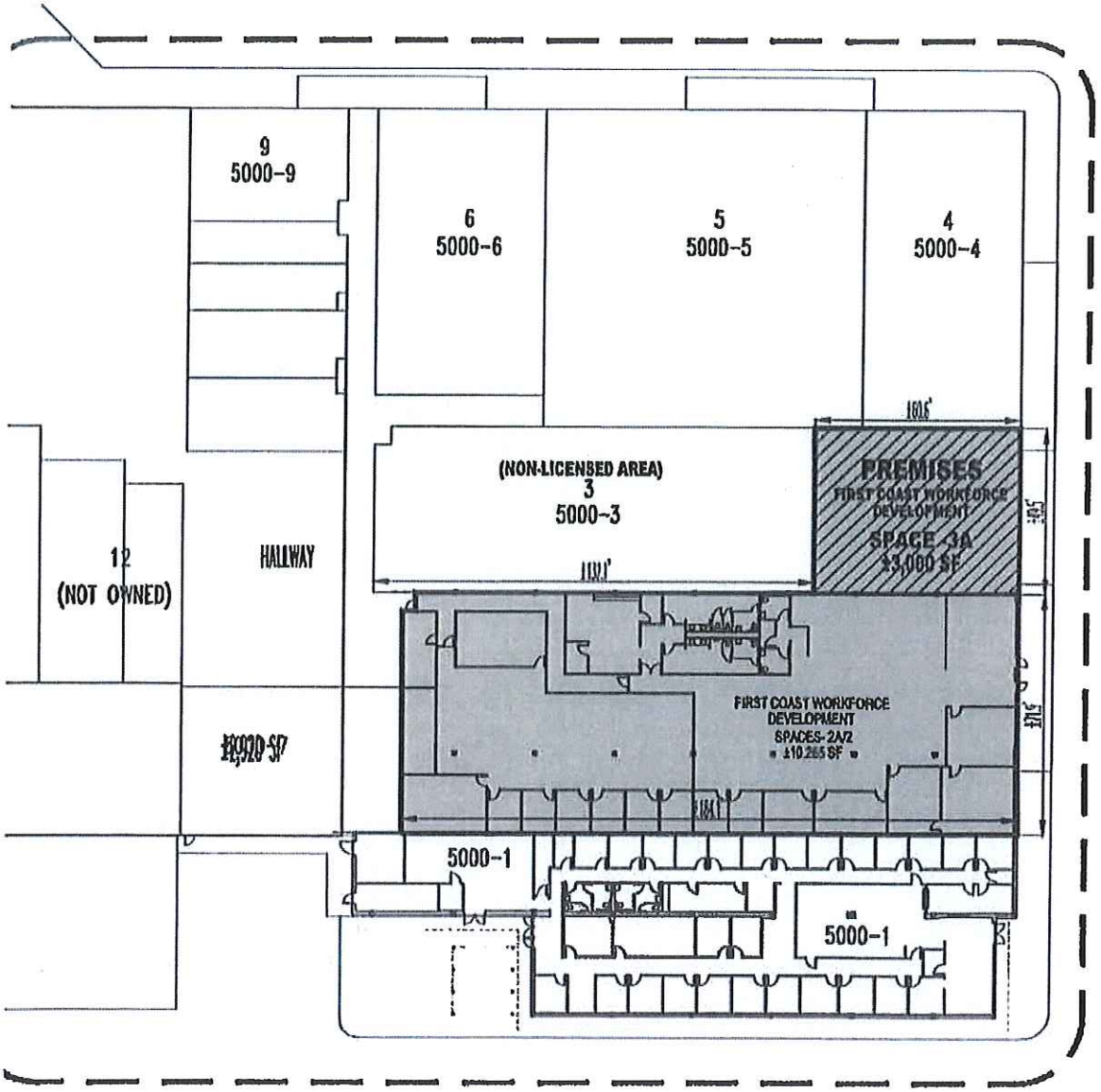


EXHIBIT "A"
SITE PLAN – CTD.



Subject to the terms and provisions of this License Agreement, this Site Plan is intended solely to depict the approximate location of the Premises within the existing Shopping Center. Nothing herein should be construed as a representation as to the quality or quantity of Licensor's title to the Shopping Center and/or its surrounding areas and nothing herein should be construed as a representation as to the Licensees in the Shopping Center or the number of or location of parking spaces.

EXHIBIT "B"
RULES AND REGULATIONS

ATTACHED TO LICENSE AGREEMENT BY AND BETWEEN Gateway Retail Center, LLC, a Florida limited liability company, as "Licensor", and First Coast Workforce Development, Inc., a Florida non-profit corporation d/b/a Career Source, as "Licensee", dated _____, 2020, annexed thereto and made a part thereof.

1. Security. Licensor may, but shall not be obligated to, from time to time provide or adopt appropriate systems and procedures for the security or safety of the Shopping Center, any Persons occupying, using or entering the same, or any equipment, furnishings or contents thereof (including, without limitation, the cost of any security service, device or other security that Licensor elects to provide for the Shopping Center), and Licensee shall comply with Licensor's reasonable requirements relative thereto. In such event, such cost shall be included in License Fee or may be separately billed by Licensor.

2. Return of Keys. At the end of the Term, Licensee shall promptly return to Licensor all keys for the Shopping Center and Premises which are in the possession of Licensee. In the event any Licensee fails to return keys, Licensor may retain $150.00 of Licensee's Security Deposit for locksmith work and administration.

3. Repair, Maintenance Alterations and Improvements. Licensee shall carry out Licensee's repair, maintenance, alterations and improvements in the Premises only during times agreed to in advance by Licensor and in a manner which will not interfere with the rights of other Licensees in the Shopping Center.

4. Water Fixtures. Licensee shall not use water fixtures for any purpose for which they are not intended, nor shall water be wasted by tampering with such fixtures. Any cost or damage resulting from such misuse by Licensee or its employees shall be paid for by Licensee.

5. Personal Use of Premises. The Premises shall not be used or permitted to be used for residential, lodging or sleeping purposes or for the storage of personal effects or property not required for Licensee's permitted use.

6. Heavy Articles. Licensee shall not place in or move about the Premises, without Licensor's prior written consent, any safe or other heavy article which, in Licensor's reasonable opinion, may damage the Shopping Center, and Licensor may designate the location of any such heavy articles in the Premises.

7. Bicycles, Animals. Licensee shall not bring any animals or birds into the Shopping Center, and shall not permit bicycles or other vehicles inside or on the sidewalks outside the Shopping Center except in areas designated from time to time by Licensor for such purposes.

8. Deliveries. Licensee shall ensure that deliveries of supplies, fixtures, equipment, furnishings, wares and merchandise to the Premises are made through such entrances, elevators and corridors and at such times as may from time to time be designated by Licensor, and shall promptly pay or cause to be paid to Licensor the cost of repairing any damage in the Shopping Center caused by such deliveries or by any person making improper deliveries.

9. Solicitations. Licensor reserves the right to restrict or prohibit canvassing, soliciting or peddling in the Shopping Center.

10. Food and Beverages. Only persons approved from time to time by Licensor may prepare, solicit orders for, sell, serve or distribute foods or beverages in the Shopping Center, or use the common areas for any such purpose. Except with Licensor's prior written consent and, in accordance with arrangements approved by Licensor, Licensee shall not permit on the Premises the use of equipment for dispensing food or beverages or for the preparation, solicitation of orders for, sale, serving or distribution of food or beverages.

11. Refuse. Licensee shall place all refuse in proper receptacles provided by Licensee at its expense in the Premises or in receptacles (if any) provided by Licensor for the Shopping Center, and shall keep sidewalks and driveways outside the Shopping Center and lobbies, corridors, stairwells, ducts and shafts of the Shopping Center, free of all refuse.

12. Obstructions. Licensee shall not obstruct or place anything in or on the sidewalks or driveways outside the Shopping Center or in the lobbies, corridors, stairwells or other common areas, or use such locations for any purpose except access to and exit from the Premises without Licensor's prior written consent. Licensor may remove at Licensee's expense any such obstruction or thing caused or placed by Licensee (and unauthorized by Licensor) without notice or obligation to Licensee.

13. Proper Conduct. Licensee shall not conduct itself in any manner which is inconsistent with the character of the Shopping Center as a first quality shopping center or which will impair the comfort and convenience of other Licensees in the Shopping Center.

14. Employees, Agents, and Invitees. As applicable in these Rules and Regulations, the term "Licensee" shall include Licensee's Agents as well as others permitted by Licensee to use or occupy the Premises.

15. Parking. If Licensor designates Licensee parking areas in the Shopping Center, Licensee shall park its vehicles and shall cause its employees and agents to park their vehicles only in such designated parking areas designated by Licensor. Licensor may itself or through any agent designated for such purpose, make, administer and enforce additional rules and regulations regarding parking by Licensees and by their employees or agents in the Shopping Center, including, without limitation, rules and regulations permitting Licensor or such agent to move any vehicles improperly parked to the designated Licensee or employee parking areas. No disabled vehicle shall be left in the parking areas of the Shopping Center for more than 24 hours.

16. Pest Control. In order to maintain satisfactory and uniform pest control throughout the Shopping Center, Licensee shall engage for its own Premises and at its sole cost, a qualified pest extermination contractor either designated or approved by Licensor, who shall perform pest control and extermination services in the Premises at such intervals as reasonably required or as may be directed by Licensor.

EXHIBIT "C"
PROHIBITED USES

Operation of a business which (i) engages in retail sales of items of food for "off-premises" consumption; (ii) engages in the retail sale of groceries (e.g., dairy products, meats, seafood, produce, frozen foods, non-perishable food stuffs) and other products typically offered for sale in a grocery supermarket (e.g. non-food items including but not limited to cleaning products); (iii) operates a bakery, florist, fish market and meat market; or (iv) engage in retail sales of beer, wine, liquor and other alcoholic beverages for "off-premises" consumption, including, but not limited to the operation of a separate liquor store in premises; provided, however, that the following are permitted: (A) any type of restaurant (whether sit-down, fast food, quick service, fast casual, sandwich, delicatessen or otherwise) offering prepared ready-to-eat food items for consumption either on or off the premises; (B) an "incredible edible" type of operations and other similar concepts in material competition with incredible edibles; (C) a health food store or nutrition center, provided that the floor area devoted to such health food store or nutrition center shall not exceed two thousand five hundred (2,500) square feet; (D) an ice cream parlor, smoothie, frozen dessert or frozen yogurt store, franchise doughnut shop (equivalent to a Dunkin' Donut or Krispy Kreme operation), coffee shop (such as Starbucks), bagel shop, candy store, or a pickup or delivery outlet (such as pizza or Chinese delivery), all of which may offer the sale of food items for consumption on or off the premises; (E) a video rental or sale store (similar to a Blockbuster Video) which may offer the sale of items normally sold by movie theaters (i.e., popcorn or candy) for consumption off the premises; (G) operation of a small café by an athletic facility; (G) the retail sale of groceries and other products typically sold in a grocery supermarket, including sales of single servings of beer, wine, liquor and other alcoholic beverages for "off-premises" consumption (exclusive of perishable goods typically sold in a grocery supermarket) by any tenant or occupant of premises of the Shopping Center consisting of not more than the greater of (a) five hundred (500) square feet or (b) ten percent (10%) of the floor area of such premises devoted to retail sales area (as opposed to office, storage, or other uses), but only to the extent the sale of such groceries and other products typically sold in a grocery supermarket constitute an ancillary, and not primary, use by such tenant of its premises; and (H) the retail sale of beer, wine, liquor and other alcoholic beverages for "off-premises" consumption on an ancillary, and not primary use (i.e. no more than ten percent (10%) gross sales).
Operation of a business which operates a pharmacy and/or prescription drug concession to engage in the sale of drugs or other products which are required by law to be dispensed by a registered pharmacist, even though such pharmacist may not be required to be present for delivery of such products.
Operation of a combination gas station and convenience food store in which the floor area devoted to the sale of food and beverage products exceed three thousand (3,000) square feet, provided, however, that regardless of the size, a gas station/convenience food store that is owned by, operated by or controlled by a grocery supermarket entity or general merchandise retailer that also operates grocery supermarkets (similar in nature to a Walmart), such entity's parent company or its subsidiaries or affiliates, and which gas station and convenience store operation is identified on the premises with such grocery supermarket name or the name under which such general merchandise retailer operates its grocery supermarkets within Florida is not permitted.
Operation of a business providing medical services.
Operation of a rent-to-own type business.
Operation of a variety discount store, discount department store, dollar store, or any store similar to Family Dollar in operation or merchandising.
Operation of any of the following within two hundred (200) feet of Family Dollar: a theater, bowling alley, bingo parlor, game arcade or other entertainment facility; a bar, tavern, lounge or nightclub; or a meeting hall.
Operation of a business whose primary business (90% or more) is the operation of a fitness center offering personal training services.
Sale of submarine sandwiches for on or off premises consumption.
Operation of a Quick Service Restaurant. "Quick Service Restaurant" means any restaurant or food service establishment with drive-in, drive-thru or walk-up eating facilities, where customers order from a posted menu board, are served food and beverages in paper or disposable containers, in a paper bag or on a tray, and where hamburgers appear on the menu.