

NINETY - NINE YEAR LEASE

THIS LEASE, made and executed in duplicate this 10th day of June, 1961, by and between J. BART, a/k/a JOSEPH BATTALIA, whose mailing address is 3205 S. E. 7th Street, Pompano Beach, Florida, herein after called the LESSOR, which term shall include his heirs, personal representatives, successors and assigns, unless the contrary appears from the content as first party; and FAIRBANKS TENNACE, INC., a Florida corporation, with its principal place of business at 1105 South Riverside Drive, Pompano Beach, Florida, hereinafter called the LESSEE, which term shall include its successors and assigns, unless the contrary appears from the content, as second party;

WITNESSETH

That the said Lessor in consideration of the rent hereinafter required to be paid, does lease unto the said Lessee, its successors and assigns, all the grounds and premises situate, lying and being in Broward County, State of Florida, and described as follows:

Lots 12 and 13, Block 7, LAKE-SIDE, a subdivision as recorded in the Public Records of Broward County, Florida, in Plat Book 23, Page 38.

1. Terms and Rent: To Have and To Hold the same unto the use of the said Lessee for the term beginning October 1, 1961 and expiring on the 31st day of March, 2060, unless this lease is sooner terminated by the Lessor in accordance with the terms hereof by reason of default on the part of the Lessee. The Lessee shall pay as rent to the Lessor for the entire period the sum of SIXTY FIVE HUNDRED DOLLARS - (\$6500.00) per year; said rent to be paid in quarter-annual installments in advance on the 1st days of January, April, July and October, the first payment becoming due and payable on the 1st day of January, 1962.

The parties agree that the total annual rental of SIXTY FIVE HUNDRED DOLLARS - (\$6500.00) payable under this Lease, commencing with the third year of this Lease, may be increased or decreased at ten-year intervals, if the Consumers' Price Index (revised January, 1953) - United States City Average All Items and Commodity Groups, issued by the Bureau of Labor Statistics of the United States Department of Labor, hereinafter referred to as "The Index", is higher or lower at such intervals than the agreed basic standard index hereinafter adopted. The average of the aforesaid index for the months of October, November and December of 1960, is hereby adopted as the basic standard index, as that term is used in this Lease. The average of such index for the three months of October, November and December of the year preceding the year in which the adjustment becomes operative shall be the new index figure, as that term is used in this Lease. The first adjustment shall be made to cover the ten year period beginning April 1, 1971, and adjustments shall thereafter be made at ten-year intervals, each adjustment to be effective for the following ten-year period, except that the first period shall be for a nine-year period. The adjustment shall be made and the rent for the ensuing period shall be arrived at by multiplying the basic rental of SIXTY FIVE HUNDRED DOLLARS - (\$6500.00) by a fraction, the numerator of which shall be the new index figure and the denominator of which shall be the basic standard index figure.

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Such policies shall be so drawn and shall contain such provisions as will protect both Lessor and Lessee, as their respective interests appear. All policies of insurance or certificates thereof as provided for in this paragraph, shall be delivered to Lessor herein and will be renewed from time to time by Lessee so that at all times the insurance protection herein provided shall continuously exist and evidence of each renewal shall be submitted to Lessor at least Twenty (20) days prior to the expiration of each policy.

In the event of loss, the proceeds collected from such insurance and available to Lessor and/or Lessee shall be paid over to a trustee as Lessor and Lessee may from time to time designate in writing; it being understood, however, that all such amounts shall be available to Lessee, providing there shall be no default by it in any of the terms, covenants or provisions of this lease) for the reconstruction or repair, as the case may be, of any such building or building or improvements, damaged or destroyed by fire or other casualty, and shall be paid out by said Trustee from time to time as the work of reconstruction or repair shall progress, on bona fide architect's or contractor's certificates, showing application of the amount paid for such repair or reconstruction; provided however, that it first be made to appear to the satisfaction of the Trustee that any amount necessary for the reconstruction or repair of any of the building or improvements, so damaged or destroyed, which may be in excess of the amount received upon such policies, has been provided by Lessee for such purposes and its application to such purpose assured. In the event there shall be at any time any excess remaining with the Trustee from the proceeds of such insurance policies, after the repair or reconstruction of any such building, or improvements, to a condition equal to the former condition thereof, then, it shall be at that time no default on the part of the Lessee in the performance of the covenants and conditions hereof, any such amount so held by the Trustee shall be paid by it to the Lessee.

Lessee will also maintain in the same manner, at its cost, during the term of this Lease, Owners', Landlords' and Tenants' Public Liability Insurance in an amount of not less than THREE HUNDRED THOUSAND DOLLARS - (\$300,000) coverage for one person, and not less than FIVE HUNDRED THOUSAND DOLLARS - (\$500,000) coverage for more than one person, respectively, for each accident.

5. Maintenance of Property. The Lessee agrees that it will, at its own expense, keep and maintain the building and improvements which may at any time be situated on said demised premises during the term of this Lease and all appurtenances thereunto belonging to or appertaining, including, but not limited to all fire escapes, stairs, sidewalks, steps, including both the interior and exterior of the building, in good and substantial condition and repair and in clean and sanitary condition, and will use, keep and maintain such premises and improvements thereon as well as the sidewalks and parking areas around such buildings, in conformity and in compliance with all existing and future statutes, laws, orders, ordinances, rulings and regulations applicable thereto, of the City of Pompano Beach, County of Broward, State of Florida, and of any other lawful authority having jurisdiction thereof, and will protect and indemnify the Lessor from and against any loss, costs, damages and expenses occasioned by or arising out of any breach or default in the performance and observance of any provisions, covenants and stipulations in this Lease contained, or occasioned or arising by or out of any accident or injury, or damage to any person whomsoever or whatsoever happening, or done in or about or upon the said premises or due directly or indirectly to the construction, tenancy, use or occupation of said premises, or upon the sidewalks or parking areas adjoining the same by the Lessee or any person or persons occupying, holding, or claiming by, through or under it.

6. Terms and Assurances. As part consideration for this Lease and in addition to the rent hereinafter provided, the Lessee shall, after date hereof, and during the entire term of this Lease, pay or cause to be paid before

actions, damages, and/or causes of actions arising during the term of this lease, for any personal injury, loss of life and/or damage to property sustained in, or about, the demised premises, or the buildings and improvements thereon, or the apportionances thereof, or upon the adjacent sidewalks, or streets and from and against all costs, counsel fees, expenses and liabilities incurred in and about any such claim, the investigation thereof, or the defense of any action or proceedings, brought thereon, and from and against any orders, judgments and/or decrees, which may be entered therein.

13. Attorney Fees and Court Costs. In the event the Lessor is compelled to incur any expense in collecting any sum of money due under this Lease for rent, or otherwise, or in the event such shall be brought by the Lessor for the purpose of evicting or ejecting the Lessee from the leased premises, or it shall be brought by the Lessor for the purpose of compelling the payment of any other sum which should be paid by the Lessee under the terms hereof, or for the purpose of enforcing performance by the Lessee of any of the several agreements, conditions and covenants contained herein, the Lessee covenants and agrees to pay to the Lessor all expenses and costs of litigation, including a reasonable attorney's fee for the Lessor's attorney, provided such suit terminates in favor of the Lessor. Any sum due under the terms and provisions of this paragraph shall constitute a lien against the interest of the Lessee in the premises and the property thereon to the same extent and on the same conditions as delinquent rent would constitute a lien upon said premises and property.

14. Transfer of Lessor's Interest. Lessor shall have the right to sell, transfer, or otherwise dispose of, its interest in this property, subject to the terms and conditions of this Lease and shall have the right to transfer or assign to others his right to receive money and other things of value accruing to him by reason of this lease.

15. Bankruptcy Provisions. Should the Lessee, at any time during the term of this Lease, either or permit an involuntary, or voluntary, petition in bankruptcy to be filed against it, or to make any assignment for the Lessee's property and said appointment not vacated within thirty (30) days thereafter, or should the Lessee's leasehold interest be levied on and the lien thereof not discharged within thirty (30) days after said levy has been made, then in such event, and upon the happening of either or any of said events, the Lessor shall have the right, at his election to consider the same a default on the part of the Lessee of the terms and provisions hereof, and the Lessor may then declare a forfeiture of this lease. This paragraph is in furtherance, and not a limitation, of the powers herein conferred upon the Lessor.

16. Lessee's Default. If the Lessee shall fail to keep and perform any of the covenants, conditions and agreements herein provided to be performed by said Lessee, and such default shall continue for a period of thirty (30) days from the date of Lessor giving to Lessee, written notice, as hereinafter provided, of the existence of such breach, the Lessor shall have the right to treat such default as intentional and inexcusable, and thereupon, at the expiration of the thirty (30) day period after notice to Lessee as above provided, the Lessor, by notice in writing transmitted to the Lessee as herein provided for, may at his option declare this Lease ended, and without further force and effect. Thereupon, the Lessor is authorized to re-enter and re-possess the leased premises, and the buildings and improvements thereon, either with or without legal process, and the Lessee does in such event hereby waive any demand for possession of said property, and agrees to surrender and deliver up said leased premises and property peaceably to said Lessor. In the event of such forfeiture, the Lessee shall have no claim whatsoever against the Lessor.

17. Lessee Not Agent of Lessor. Nothing herein contained shall authorize the Lessee to do any act or make any contract which in any manner shall affect the estate or interest of the Lessor in said premises, or in the buildings or improvements now or hereafter situated thereon.

IN WITNESS WHEREOF, the Lessor and Lessee have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered
in the presence of:

LESSOR
BATTAGLIA
J. BATT, a/k/a JOSEPH
(SEAL)

FAIRBANKS TERRACE, INC.
By: *[Signature]*
President
(SEAL)
Attest: *[Signature]*
Secretary
(SEAL)
LESSEE

STATE OF FLORIDA)
COUNTY OF BROWARD)
S.S.

I HEREBY CERTIFY that on this 10th day of June, 1961, before me personally appeared J. BATT, a/k/a JOSEPH BATTAGLIA, to me known to be the person described in and who executed the foregoing Ninety-Nine Year Lease and acknowledged the execution thereof to be his free act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal at Pompano Beach, in the County of Broward and State of Florida, the day and year last aforesaid.

My Commission Expires:

Notary Public, State of Florida at Large

STATE OF FLORIDA)
COUNTY OF BROWARD)
S.S.

I HEREBY CERTIFY, that on this 10th day of June, 1961, before me personally appeared JOSEPH BATTAGLIA and ROBERT P. HARRINGTON, President and Secretary respectively of FAIRBANKS TERRACE, INC., a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing Ninety-Nine Year Lease and acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they attined thereto the official seal of said corporation, and the said Ninety-Nine Year Lease is the act and deed of said corporation.

WITNESS my hand and official at Pompano Beach, in the County of Broward and State of Florida, the day and year last aforesaid.

My Commission Expires:

Notary Public, State of Florida at Large