IDEA Florida
Board Action Item
May 28, 2021

Subject: Lease with Jacksonville University for temporary regional office and student recruitment

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Proposed Board Action: For Approval

Executive Summary:

The proposed agreement is a two-year lease between IDEA Florida and Jacksonville University to provide for a temporary regional office that will also serve as a site for parents to request and receive information about IDEA Jacksonville. The lease will provide approximately 4,000 square feet at 3105 University Blvd. N. on the campus of Jacksonville University in the Arlington neighborhood. The monthly rent is $4,333.33, for a total expenditure of $104,000 over two years.

Supporting Documentation: Draft Lease Agreement

Presenter: Catharine Cecere, Regional Director of Operations, IDEA Jacksonville

LEASE AGREEMENT

This **LEASE AGREEMENT** (this "Lease") is made and entered into as of the ___ day of _____, 2021 (the "Effective Date") by and between **JACKSONVILLE UNIVERSITY**, a Florida not-for-profit corporation (the "Landlord"), and **IDEA FLORIDA INC.**, a Florida not for profit corporation (the "Tenant").

W I T N E S S E T H:

WHEREAS, Landlord owns that certain real property located at 3105 University Blvd N., Jacksonville, FL 32211, with a RE ID # of 113229-0000, as depicted in Exhibit A attached hereto (the "Land"), together with the approximately 4,000 rentable square foot building and other improvements located on the Land (collectively, the "Improvements"), and all licenses, rights, privileges, and easements appurtenant thereto (the "Appurtenances") (the Land, Improvements, and Appurtenances are collectively referred to as the "Premises"); and

WHEREAS, Landlord has agreed to lease the Premises to Tenant upon the terms and conditions more particularly set forth in this Lease.

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

1. PREMISES. Landlord hereby demises and leases to Tenant, and Tenant hereby hires and leases from Landlord, the Premises upon the terms and provisions hereinafter set forth. Tenant acknowledges and agrees that the Premises shall be leased by Landlord to Tenant in its present "as-is" condition, and that Landlord makes absolutely no representations or warranties whatsoever with respect to the Premises or the condition thereof. Tenant acknowledges that Landlord has not investigated and does not warrant or represent to Tenant that the Premises are fit for the purposes intended by Tenant or for any other purpose or purposes whatsoever.

2. TERM. The term of this Lease (the "Term") shall, unless sooner terminated as elsewhere provided in this Lease, commence on July 1, 2021 (the "Commencement Date"), and shall expire at 11:59 p.m. on June 30, 2023.

3. RENT. Beginning on the Commencement Date, Tenant shall pay base rent for the Premises as follows, together with all applicable sales and use taxes thereon (collectively, "Base Rent"):

Period	Monthly Base Rent*
7/01/2021 – 6/30/2023	$4,333.33

*** Plus applicable sales tax.**

In addition to Base Rent, Tenant shall pay as Rent all sums and charges due and payable by Tenant under this Lease,). Notwithstanding the foregoing, to the extent that Tenant provides Landlord with documentation evidencing Tenant's tax exempt certificate, Tenant shall not be responsible for the payment of sales tax on the Rent due hereunder. Tenant shall pay Rent to Landlord during the Term in equal monthly installments, in advance, on the first (1st) day of each calendar month commencing on the first (1st) day of the calendar month immediately following the Commencement Date; provided, however, that the first full monthly installment of Base Rent, plus applicable sales tax, shall be paid in advance on the date of Tenant's execution of this Lease and shall be applied to the first full monthly installment of Base Rent due hereunder. Base Rent shall be proportionately prorated for any extended or partial month during the Term. All such Base Rent and other sums shall be paid to Landlord by legal tender of the United States at the address to

which notices to Landlord are to be given or to such other party or to such other address as Landlord may designate from time to time by notice to Tenant or by electronic funds transfer to such account directed by Landlord in writing to Tenant. If Landlord shall at any time accept any such Base Rent or other sums after the same shall become due and payable, such acceptance shall not excuse a delay upon subsequent occasions, or constitute or be construed as a waiver of any of Landlord's rights hereunder.

4. LATE PAYMENT. If Tenant fails to make any payment of Base Rent or any other sums or amounts to be paid by Tenant hereunder within five (5) days of the date such payment is due and payable, Tenant shall pay to Landlord an administrative late charge equal to five percent (5%) of the amount of such payment. In addition, such past due payment shall bear interest from the date such payment became due to the date of payment thereof by Tenant at a rate which is equal to the lesser of (i) eighteen percent (18%) per annum, or (ii) the maximum interest rate then allowable under the laws of the State in which the Premises are located. Such late charge and default interest shall be due and payable with the next installment of Base Rent due hereunder.

5. USE. Subject to all applicable laws, rules, regulations, codes, and ordinances, Tenant covenants that it shall, throughout the Term of this Lease, use and occupy the Premises only general office and administrative purposes, and for no other use. Tenant, at Tenant's sole cost and expense, shall obtain all licenses and permits necessary for Tenant's intended use of the Premises. Tenant shall at all times keep and maintain the Premises in compliance with all applicable federal, state, and county laws, ordinances, statutes, rules, regulations, orders, directions, and requirements of all federal, state, county, and municipal governments and of all other governmental agencies or authorities having or claiming jurisdiction over the Premises or the business activities conducted thereon or therein and of all of their respective departments, bureaus, agencies, or officers, and of any insurance underwriting board or insurance inspection bureau having or claiming such jurisdiction or any other body exercising similar functions. Notwithstanding the generality of the foregoing, Tenant shall, at its sole expense, use, occupy, and maintain the Premises in full compliance with all applicable federal, state, or municipal laws, ordinances, rules, and regulations currently in existence or hereafter enacted or rendered governing accessibility for the disabled or handicapped, including, but not limited to, any applicable provisions of The Architectural Barriers Act of 1968, The Rehabilitation Act of 1973, The Americans With Disabilities Act, the accessibility code(s), if any, of the State in which the Premises is located, and all regulations and guidelines promulgated under any all of the foregoing, as the same may be amended from time to time (collectively the "Accessibility Laws"). Tenant, at its expense, shall comply with all restrictive covenants or other title exception documents affecting the Premises and comply with and perform all of the obligations set forth therein. Further, in addition to Tenant's payment obligations under this Lease, Tenant shall pay all sums charged, levied, or assessed under any restrictive covenants, declaration, reciprocal easement agreement, or other title exception documents affecting the Premises promptly as the same become due and shall furnish Landlord evidence of payment thereof.

6. REAL ESTATE TAXES. From and after the Effective Date and continuing throughout the expiration of the Term of this Lease, as extended, Tenant shall cooperate with Landlord's requests to assist Landlord in maintaining the tax exempt status of the Premises, including, but not limited to, Tenant only using the Premises for a tax exempt purpose under applicable law.

7. UTILITIES. Tenant shall be liable for and shall pay directly all charges, rents, deposits, and fees (together with any applicable taxes or assessments thereon and any connection or hookup fees, if any) when due for gas, electricity, air conditioning, heat, janitorial, refuse collection, telephone, internet, and any other utility and service charges or similar items in connection with the use or occupancy of the Premises before and/or during the Term of this Lease; provided, however, water and sewer charges shall be included in the Base Rent due hereunder. Landlord shall not be responsible or liable in any way whatsoever for the impairment, interruption, stoppage, or other interference with any utility services to the

Premises not caused by Landlord, its agents, employees, contractors, invitees, or licensees. No interruption, termination, or cessation of utility services to the Premises shall relieve Tenant of its duties and obligations pursuant to this Lease, including, without limitation, its obligation to pay all Base Rent as and when the same shall be due hereunder.

8. PARKING. Tenant may utilize the parking facilities located on the Land in connection with its use of the Premises. Tenant and Tenant's employees and invitees shall use any such parking facilities at their own risk to person and property.

9. MAINTENANCE AND REPAIR. Landlord shall (i) maintain, repair, and replace the Premises, including, but not limited to, the roof, exterior walls, and structural elements of the Premises, in good repair and in good, safe, and substantial order and condition, both inside and outside, ordinary and extraordinary, howsoever the necessity or desirability for repairs or replacements may occur (unless caused by Tenant's negligence or willful misconduct), and whether or not necessitated by wear, tear, obsolescence, or defects, latent or otherwise; (ii) maintain, repair, and replace as necessary, as reasonably determined by Landlord, the plumbing systems, electrical systems, HVAC systems, and other building systems serving the Premises; and (iii) maintain, repair, and replace all landscaping, signs, sidewalks, roadways, driveways, and parking areas within the Premises in good repair and in good, safe, and substantial order and condition and free from dirt, standing water, rubbish, and other obstructions or obstacles.

10. ALTERATIONS. Tenant shall not alter, remove, demolish, or modify the Premises in any manner whatsoever without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed. Tenant shall be obligated to undertake all alterations to the Premises required by any applicable law or ordinance including, without limitation, any alterations required by any Accessibility Laws. Tenant represents and warrants to Landlord that all permitted alterations or renovations will be performed in a good and workmanlike manner and in accordance with (i) the terms, provisions, and conditions of this Lease, (ii) the plans and specifications approved by Landlord, and (iii) all governmental requirements. Tenant shall indemnify, defend, and hold Landlord harmless from and against all loss, damage, cost, and expense (including, without limitation, reasonable attorneys' fees) incurred by or asserted against Landlord which is occasioned by or results, directly or indirectly, from any construction or renovation activities conducted upon the Premises; whether or not the same is caused by or is the fault of Tenant or any contractor, subcontractor, laborer, supplier, materialman, or any other third party.

11. INSURANCE. From and after the Effective Date and continuing throughout the Term of this Lease, as extended, Tenant shall, at its sole cost and expense, maintain in full force and effect the following types and amounts of insurance coverage:

(a) Commercial general liability and property damage insurance providing coverage against liability for personal and bodily injury, death and property damage having limits of not less than ONE MILLION AND NO/100 DOLLARS ($1,000,000.00) per occurrence with a general aggregate of not less than TWO MILLION AND NO/100 DOLLARS ($2,000,000.00), and with an umbrella liability policy in the amount of TWO MILLION AND NO/100 DOLLARS (2,000,000.00). Such insurance shall cover at least the following hazards: (i) premises and operations; (ii) products and completed operations; (iii) independent contractors; (iv) blanket contractual liability for all written and oral contracts; and (v) contractual liability covering the indemnities contained in this Lease to the extent the same is available. Such insurance, and any and all other liability insurance maintained by Tenant in excess of or in addition to that required hereunder, shall name Landlord as an additional insured.

(b) Workers' compensation insurance, in a form prescribed by the laws of the State of Florida, and employers' liability insurance.

(c) Builders' risk insurance in accordance with the requirements of this Section, but only prior to the commencement of and during the construction of any permitted rehabilitation, replacement, reconstruction, restoration, renovation or alteration to the Premises.

(d) Business interruption insurance in favor of Tenant, without a provision for co-insurance, in an amount sufficient to allow Tenant to pay Rent for a period of at least twelve (12) months. Notwithstanding the foregoing, Tenant has represented that the risk of business interruption or losing the use of the Premises will not significantly impact its ability to meet its present and future financial obligations, including those owing, or that will be owed, to Landlord. Tenant, therefore, does not wish to carry such insurance. Accordingly, Landlord waives the requirement that Tenant obtain business income (formerly "business interruption") insurance. TENANT WAIVES ALL INJURIES, LIABILITIES, OBLIGATIONS, DAMAGES, PENALTIES, CLAIMS, ACTIONS, COSTS, CHARGES AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND OTHER PROFESSIONAL FEES AGAINST LANDLORD AND/OR LANDLORD'S AGENTS THAT WOULD BE COVERED UNDER BUSINESS INCOME (FORMERLY "BUSINESS INTERRUPTION") INSURANCE IN CONNECTION WITH THE PREMISES, AND TENANT SHALL INDEMNIFY AND DEFEND LANDLORD AND LANDLORD'S AGENTS AGAINST ALL SUCH INJURIES, LIABILITIES, OBLIGATIONS, DAMAGES, PENALTIES, CLAIMS, ACTIONS, COSTS, CHARGES AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES THAT WOULD BE COVERED UNDER BUSINESS INCOME (FORMERLY "BUSINESS INTERRUPTION") INSURANCE IN CONNECTION WITH THE PREMISES. In addition, Landlord, in entering into the Lease, is relying on Tenant's representation that any business interruption or loss of use of the Premises will not significantly impact Tenant's ability to meet its financial obligations, including those owing, or that will be owed, to Landlord.

(e) Flood hazard insurance if any portion of the Improvements is currently or at any time in the future located in a federally designated "special flood hazard area" and in which flood insurance has been made available under the National Flood Insurance Act of 1968 (and any successor thereto) in an amount which reasonably assures that there will be sufficient proceeds to replace the Improvements in the event of a loss against which such insurance is issued.

(f) In addition, Tenant shall, at Landlord's request, not to be unreasonably made, provide, keep and maintain in full force and effect such other insurance for such risks and in such amounts as may from time to time be commonly insured against in the case of business operations similar to those conducted by Tenant on the Premises.

All insurance policies required to be carried by Tenant as provided in this Section shall be issued by insurance companies authorized and licensed to do business in the State of Florida. The insurance companies must have: (i) an investment grade rating for claims paying ability assigned by a credit rating agency and (ii) a general policy rating of A or better and a financial class of X or better assigned by A.M. Best Company, Inc. All such policies shall be for periods of not less than one year and Tenant shall renew the same at least thirty (30) days prior to the expiration thereof. All such policies shall name Landlord as additional insured or loss payee, as appropriate, and any wholly or principally owned subsidiaries of Landlord that may now or hereafter exist, as well as any mortgagee or collateral assignee of Landlord, and shall require not less than thirty (30) days written notice to Landlord prior to any cancellation thereof or any change reducing coverage thereunder. In addition to the foregoing, all policies of insurance required in this Section above shall contain clauses or endorsements to the effect that (i) no act or negligence of Tenant, or anyone acting for Tenant, or failure to comply with the provisions of any policy which might otherwise result in a forfeiture of the insurance or any part thereof, shall in any way affect the validity or

enforceability of the insurance insofar as Landlord is concerned, and (ii) Landlord shall not be liable for any insurance premiums thereon or subject to any assessments thereunder.

Tenant shall pay the premiums for all insurance policies which Tenant is obligated to carry under this Section 11 and, at least thirty (30) days prior to the date any such insurance must be in effect, deliver to Landlord a copy of the policy or policies, or a certificate or certificates thereof (on ACORD 27 forms or equivalent), along with evidence that the premiums therefor have been paid for at least the next ensuing quarter-annual period. In the event Tenant shall fail to procure insurance required under this Section and fail to maintain the same in full force and effect continuously during the Term of this Lease, Landlord shall be entitled to immediately procure the same and Tenant shall immediately reimburse Landlord for such premium expense as Additional Rent.

12. WAIVER OF SUBROGATION. Notwithstanding anything in this Lease to the contrary, Landlord hereby releases and waives unto Tenant (including all stockholders, partners, members, officers, directors, employees, and agents of Tenant), and its successors and assigns, and Tenant hereby releases and waives unto Landlord (including all stockholders, partners, members, officers, directors, employees, and agents of Landlord), its successors and assigns, all rights to claim damages for any injury, loss, cost, or damage to persons or to the Premises or any other casualty, as long as the amount of such injury, loss, cost, or damage is covered by a valid policy of insurance maintained by either Landlord or Tenant, to the extent of available insurance coverage. With respect to all policies of insurance carried or maintained pursuant to this Lease, Tenant and Landlord each agree to waive the insurance carriers' rights of subrogation.

13. CASUALTY. If the Premises is damaged or destroyed, in whole or in part, by fire or other casualty at any time during the Term, as extended, and if, after such damage or destruction, Tenant is not able to use the portion of the Premises not damaged or destroyed to substantially the same extent and for the permitted use in Section 5 of this Lease for which the Premises were leased to Tenant hereunder, and within forty-five (45) days after Landlord's receipt of written notice from Tenant describing such damage or destruction Landlord provides notice to Tenant that the Premises, as improved to the extent of the standard improvements existing immediately prior to such destruction or casualty, cannot be repaired or rebuilt to the condition which existed immediately prior to such destruction or casualty within three hundred sixty-five (365) days following the date of such destruction or casualty, then either Landlord or Tenant may by written notice to the other within thirty (30) days following such notice by Landlord terminate this Lease. Unless such damage or destruction is the result of the negligence or willful misconduct of Tenant or its employees, agents, contractors or invitees, the Rent shall be abated for the period and proportionately to the extent that after such damage or destruction Tenant is not able to use the portion of the Premises damaged or destroyed for the permitted use in Section 5 of this Lease and to substantially the same extent as Tenant used the Premises prior thereto. If this Lease is not terminated pursuant to the foregoing, then upon receiving the available insurance proceeds, Landlord shall restore or replace the damaged or destroyed portions of the Premises, as improved to the extent of the standard improvements existing immediately prior to such destruction or casualty; Tenant shall restore or replace the improvements to the Premises required to be insured by Tenant hereunder; and this Lease shall continue in full force and effect in accordance with the terms hereof except for the abatement of Rent referred to above, if applicable, and except that the Term shall be extended by a length of time equal to the period beginning on the date of such damage or destruction and ending upon completion of such restoration or replacement. Landlord shall restore or replace the damaged or destroyed portions of the Premises or Project that Landlord is required to restore or replace hereunder within a reasonable time, subject to Force Majeure Events and the availability of insurance proceeds. If either party elects to terminate this Lease as provided in this Section, this Lease shall terminate on the date which is thirty (30) days following the date of the notice of termination as if the Term hereof had been scheduled to expire on such date, and, except for obligations which are expressly stated herein to survive the expiration or earlier termination of this Lease, neither party shall have any liability to the other party as a result of such termination. Landlord shall not be obligated to repair any

damage to above standard improvements or fixtures, Tenant's inventory, trade fixtures or other personal property. If the Premises are damaged or destroyed by fire or other casualty caused by the recklessness or willful misconduct of Tenant, its employees, agents, contractors, or invitees, then any repair or restoration of the Premises by Landlord pursuant to the terms of this Section shall be at Tenant's sole cost and expense. Notwithstanding anything in this Section to the contrary, Landlord shall have no obligation to repair or restore the Premises or the Project on account of damage resulting from any casualty which occurs during the last twelve (12) months of the Term, or if the estimated cost of such repair or restoration would exceed fifty percent (50%) of the reasonable value of the Premises prior to the casualty. The abatement of Rent, if applicable hereunder, and termination of this Lease by Tenant, if applicable hereunder, are the sole remedies available to Tenant in the event the Premises is damaged or destroyed, in whole or in part, by fire or other casualty.

14. CONDEMNATION. If more than twenty-five percent (25%) of the Premises is taken by the power of eminent domain, then either Landlord or Tenant shall have the right to terminate this Lease by written notice to the other within thirty (30) days after the date of taking; provided, however, that a condition to the exercise by Tenant of such right to terminate shall be that the portion of the Premises taken shall be of such extent and nature as to substantially impair Tenant's use of the Premises or the balance of the Premises remaining. In the event of any taking, Landlord shall be entitled to any and all compensation and awards with respect thereto. In the event of a partial taking of the Premises which does not result in a termination of this Lease, the Rent shall be equitably reduced as to the square footage so taken.

15. RIGHT OF ENTRY. Landlord shall have the right to enter the Premises at all reasonable times in order to inspect the condition, show the Premises, determine if Tenant is performing its obligations hereunder, perform the services or make the repairs that Landlord is obligated or elects to perform hereunder, make repairs to adjoining space, cure any defaults of Tenant hereunder that Landlord elects to cure, and remove from the Premises any improvements or property placed therein in violation of this Lease.

16. ASSIGNMENT AND SUBLETTING. Tenant may not assign its interest in this Lease or sublet the whole or any part of the Premises without the prior written consent of Landlord, which may be withheld in Landlord's sole and absolute discretion. Tenant shall remain primarily liable and responsible under this Lease in the event of any such assignment or sublease and shall not be released from its obligations hereunder. Any assignment of this Lease or subletting of the Premises without notification to Landlord shall not be effective as to Landlord and Landlord shall not be bound thereby until receipt and approval of such notification. Any assignment of this Lease or subletting of the Premises for an unlawful or prohibited use or a use restricted by matters of title shall be void and of no force and effect. Landlord shall have no obligation to recognize any or to agree to not disturb any subtenant of Tenant upon any default of Tenant under this Lease. Tenant shall pay Landlord upon demand an administration fee of $2,500.00, plus all of Landlord's legal fees, per assignment or sublease transaction for which consent is required. For the purpose of this Section 16, the word "assignment" shall be defined and deemed to include the following: (i) if Tenant is a partnership, the withdrawal or change, whether voluntary, involuntary or by operation of law, of partners owning thirty percent (30%) or more of the partnership, or the dissolution of the partnership; (ii) if Tenant consists of more than one person, an assignment, whether voluntary, involuntary, or by operation of law, by one person to one of the other persons that is a Tenant; (iii) if Tenant is a corporation, any dissolution or reorganization of Tenant, or the sale or other transfer of a controlling percentage (hereafter defined) of capital stock of Tenant other than to a wholly owned subsidiary or the sale of fifty one percent (51%) in value of the assets of Tenant; and (iv) if Tenant is a limited liability company, the change of members whose interest in the company is fifty percent (50%) or more. The phrase "controlling percentage" means the ownership of, and the right to vote, stock possessing at least fifty one percent (51%) of the total combined voting power of all classes of Tenant's capital stock issued, outstanding and entitled to vote for the election of directors, or such lesser percentage as is required to provide actual control over the affairs of the corporation; except that, if the Tenant is a publicly traded company, public trades or sales

of the Tenant's stock on a national stock exchange shall not be considered an assignment hereunder even if the aggregate of the trades of sales exceeds fifty percent (50%) of the capital stock of the company.

17. MECHANIC'S LIENS. Landlord's interest in the Premises shall not be subjected to liens of any nature by reason of Tenant's construction, alteration, renovation, repair, restoration, replacement, or reconstruction of any improvements on or in the Premises, or by reason of any other act or omission of Tenant (or of any person claiming by, through, or under Tenant) including, but not limited to, mechanics' and materialmen's liens. Tenant shall not create or cause to be imposed, claimed, or filed upon the Premises, or any portion thereof, or upon the interest of Landlord therein, any lien, charge, or encumbrance whatsoever. If, because of any act or omission of Tenant, any lien, charge, or encumbrance shall be imposed, claimed, or filed, Tenant shall, at its sole cost and expense, cause the same to be fully paid and satisfied or otherwise discharged of record (by bonding or otherwise), and Tenant shall indemnify, defend, and hold Landlord harmless from and against any and all costs, liabilities, suits, penalties, claims, and demands whatsoever, and from and against any and all attorneys' fees, at both trial and all appellate levels, resulting or on account thereof and therefrom. In the event that Tenant shall fail to comply with the foregoing provisions of this section, Landlord shall have the option of paying, satisfying, or otherwise discharging (by bonding or otherwise) such lien, charge, or encumbrance and Tenant agrees to reimburse Landlord, upon demand, for all sums so paid and for all costs and expenses incurred by Landlord in connection therewith.

18. SUBORDINATION AND NON-DISTURBANCE; ESTOPPEL CERTIFICATES. This Lease, Tenant's interest hereunder, and Tenant's leasehold interest in and to the Premises are hereby agreed by Tenant to be and are hereby made junior, inferior, subordinate, and subject in right, title, interest, lien, encumbrance, priority, and all other respects to any mortgage or mortgages now or hereafter in force and effect upon or encumbering Landlord's interest in the Premises, or any portion thereof, and to all collateral assignments by Landlord to any third party or parties of any of Landlord's rights under this Lease or the rents, issues, and profits thereof or therefrom as security for any liability or indebtedness, direct, indirect, or contingent, of Landlord to such third party or parties, and to all future modifications, extensions, renewals, consolidations, and replacements of, and all amendments and supplements to any such mortgage, mortgages, or assignments, and upon recording of any such mortgage, mortgages, or assignments, the same shall be deemed to be prior in dignity, lien, and encumbrance to this Lease, Tenant's interest hereunder, and Tenant's leasehold interest in and to the Premises irrespective of the dates of execution, delivery, or recordation of any such mortgage, mortgages, or assignments. The foregoing subordination provisions of this section shall be automatic and self-operative without the necessity of the execution of any further instrument or agreement of subordination on the part of Tenant. However, if Landlord or the holder or proposed holder of any such mortgage, mortgages, or assignments shall request that Tenant execute and deliver any further instrument or agreement of subordination of this Lease, Tenant's interest hereunder or Tenant's leasehold interest in the Premises to any such mortgage, mortgages, or assignments in confirmation or furtherance of or in addition to the foregoing subordination provisions of this Section, Tenant shall execute and deliver the same to the requesting party within ten (10) days following Tenant's receipt of such a written request. Tenant shall execute and deliver to Landlord, within ten (10) days after Landlord's request from time to time, in a form that is acceptable to Landlord, a written statement certifying (i) that Tenant has accepted the Premises, (ii) 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), (iii) that Landlord is not in default hereunder, (iv) that Tenant has not prepaid any Rent in advance (other than the then current monthly installment of Rent), and (v) any other matters required by Landlord. Any prospective purchaser, mortgagee or ground lessor of the Premises may rely on such written statement.

19. SURRENDER OF PREMISES. Tenant shall, on or before the expiration of the Term or earlier termination of this Lease, peaceably and quietly surrender and deliver to Landlord the Premises

(including, without limitation, all Improvements and all additions thereto and replacements thereof made from time to time over the Term of this Lease), in good order, condition, and repair, reasonable wear and tear excepted, and free and clear of all liens and encumbrances other than those which exist on the Effective Date or are otherwise specifically approved and acknowledged by Landlord in writing. Any personal property of Tenant located on the Premises shall be removed by Tenant prior to the end of the Term, failing which, Landlord shall have the right to remove all such personal property and recover from Tenant any and all costs of such removal and/or storage, which obligation shall survive the expiration of or termination of the Term of this Lease.

20. HOLDING OVER. If Tenant holds over after the expiration of the Term, or other termination of this Lease, such holding over shall not be a renewal of this Lease but shall be deemed to create a tenancy at sufferance. Tenant shall continue to be bound by all of the terms and conditions of this Lease, except that during such tenancy at sufferance Tenant shall pay to Landlord (A) the greater of (i) two (2) times the monthly Base Rent Landlord is then charging new tenants for space in the Premises, or (ii) two (2) times the Base Rent payable hereunder during the last month of the Term, and (B) any and all other forms of Additional Rent payable under this Lease. The increased Rent during such holding over is intended to compensate Landlord partially for losses, damages and expenses, including frustrating and delaying Landlord's ability to secure a replacement tenant. Tenant shall indemnify, defend and hold Landlord harmless from and against any claim, damage, loss, liability, judgment, suit, disbursement or expense (including consequential damages and reasonable attorneys' fees and disbursements) (collectively, "Claims") resulting from failure to surrender possession upon the expiration or sooner termination of the Term, including any Claims made by any succeeding tenant, and such obligations shall survive the expiration or sooner termination of this Lease.

21. LIABILITY OF LANDLORD. Landlord shall not be liable to Tenant, or Tenant's owners, employees, agents, invitees, licensees, customers, clients, contractors, or guests, for any damage, injury, loss, compensation, or claim based on, arising out of, or resulting from any cause whatsoever, including, but not limited to, the following: (i) repairs to any portion of the Premises; (ii) interruption in Tenant's use of the Premises; (iii) any accident or damage resulting from the use or operation of any equipment within the Premises, including without limitation, heating, cooling, electrical, plumbing, distilling, boiling, or other production equipment or apparatus; (iv) any fire, robbery, theft, mysterious disappearance, or other casualty; and (v) any leakage or seepage in or from any part or portion of the Premises, whether from water, rain, or other precipitation that may leak into, or flow from, any part of the Premises, or from drains, pipes, or plumbing fixtures in the Premises. Landlord shall have no liability for claims for the interruption of or loss to Tenant's business, and Tenant waives any right to consequential, incidental, or special damages. In the event Tenant is awarded a money judgment against Landlord, Tenant's sole recourse for satisfaction of such judgment shall be limited to execution against the Premises. Notwithstanding any other provisions in this Lease, Landlord shall not be liable to Tenant for any special, consequential, incidental or punitive damages.

22. HAZARDOUS SUBSTANCES. Tenant hereby covenants and agrees that Tenant will not cause or permit any "Hazardous Substances" (as hereinafter defined) to be generated, placed, held, stored, used, located or disposed of at the Project or any part thereof, except for Hazardous Substances as are commonly and legally used or stored as a consequence of using the Premises for general office and administrative purposes, but only so long as the quantities thereof do not pose a threat to public health or to the environment or would necessitate a "response action", as that term is defined in CERCLA (as hereinafter defined), and so long as Tenant strictly complies or causes compliance with all applicable governmental rules and regulations concerning the use, storage, production, transportation and disposal of such Hazardous Substances. Promptly upon receipt of Landlord's request, Tenant shall submit to Landlord true and correct copies of any reports filed by Tenant with any governmental or quasi-governmental authority regarding the generation, placement, storage, use, treatment or disposal of Hazardous Substances

on or about the Premises. Tenant also agrees to cooperate with Landlord and to provide access by Landlord and Landlord's representatives to any Tenant's records with respect to the Premises relating to any assessment of the environmental condition of the Premises and the generation, placement, storage, use, treatment or disposal of Hazardous Substances on or about the Premises. For purposes of this Section 22, "Hazardous Substances" means and includes those elements or compounds which are contained in the list of Hazardous Substances adopted by the United States Environmental Protection Agency (EPA) or in any list of toxic pollutants designated by Congress or the EPA or which are defined as hazardous, toxic, pollutant, infectious or radioactive by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability (including, without limitation, strict liability) or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereinafter in effect (collectively "Environmental Laws"). Tenant hereby agrees to indemnify Landlord and hold Landlord harmless from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorney's fees, costs of settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, Landlord by any Person for, with respect to, or as a direct or indirect result of, the presence in, or the escape, leakage, spillage, discharge, emission or release from, the Premises of any Hazardous Substances (including, without limitation, any losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorney's fees, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act ["CERCLA"], any so called federal, state or local "Superfund" or "Superlien" laws or any other Environmental Law); provided, however, that the foregoing indemnity is limited to matters arising solely from Tenant's violation of the covenant contained in this Section. The obligations of Tenant under this Section will survive any expiration or termination of this Lease.

23. <u>INDEMNIFICATION OF LANDLORD</u>. Tenant shall defend, indemnify, and save and hold Landlord harmless from and against any and all liabilities, obligations, losses, damages, injunctions, suits, actions, fines, penalties, claims, demands, costs, and expenses of every kind or nature, including reasonable attorneys' fees and court costs, incurred by Landlord, arising directly or indirectly from or out of: (i) any failure by Tenant to perform any of the terms, provisions, covenants, or conditions of this Lease on Tenant's part to be performed; (ii) any accident, injury, or damage which shall happen at, in, or upon the Premises, however occurring; (iii) any matter or thing growing out of the condition, occupation, maintenance, alteration, repair, use, or operation by any person of the Improvements or the Premises, or any part thereof, or the operation of the business contemplated by this Lease to be conducted thereon, thereat, therein, or therefrom, including, but not limited to, any matter or thing arising out of the sale of alcohol beverages from the Premises or the operation of a tap room or bar room on the Premises; (iv) any failure of Tenant to comply with any laws, ordinances, requirements, orders, directions, rules, or regulations of any governmental authority, including, without limitation, the Accessibility Laws; (v) any discharge of Hazardous Substances, sewage, or waste materials from the Premises occurring during the Term; or (vi) any other act or omission of Tenant or its employees, agents, invitees, licensees, contractors, or customers. Tenant's indemnity obligations under this Section and elsewhere in this Lease arising prior to the expiration or earlier termination of this Lease shall survive any such expiration or termination of this Lease. Tenant shall promptly notify Landlord of any claim, action, proceeding, or suit involving the Premises which is instituted or threatened against Tenant or Landlord of which Tenant receives notice or of which Tenant acquires knowledge. In the event Landlord is made a party to any action for damages or other relief against which Tenant has indemnified Landlord, as aforesaid, Tenant shall defend Landlord, pay all costs, and shall provide effective counsel to Landlord in such litigation or, at Landlord's option, shall pay all reasonable attorneys' fees and costs incurred by Landlord in connection with its own defense or settlement of said litigation.

24. <u>QUIET ENJOYMENT</u>. Landlord covenants and agrees that so long as Tenant shall timely pay all rents due to Landlord from Tenant hereunder and keep, observe, and perform all covenants,

promises, and agreements on Tenant's part to be kept, observed, and performed hereunder, Tenant shall and may peacefully and quietly have, hold, and occupy the Premises free of any interference from Landlord; subject, however, and nevertheless to the terms, provisions and conditions of this Lease.

25. <u>DEFAULT</u>.

(a) *Tenant's Default*. Tenant shall be in default under this Lease if Tenant:

(i) Fails to pay when due any Base Rent, Additional Rent, or any other sum of money which Tenant is obligated to pay, as provided in this Lease;

(ii) Breaches any other agreement, covenant or obligation in this Lease and such breach is not remedied within fifteen (15) days after Landlord gives Tenant notice specifying the breach, or if such breach cannot, with due diligence, be cured within fifteen (15) days, Tenant does not commence curing within fifteen (15) days and with reasonable diligence completely cure the breach within a reasonable period of time after the notice, provided, however, such period of time shall not exceed sixty (60) days after such notice by Landlord;

(iii) Files any petition or action for relief under any creditor's law (including bankruptcy, reorganization, or similar action), either in state or federal court, or has such a petition or action filed against it which is not stayed or vacated within sixty (60) days after filing; or

(iv) Makes any transfer in fraud of creditors as defined in Section 548 of the United States Bankruptcy Code (11 U.S.C. 548, as amended or replaced), has a receiver appointed for its assets (and the appointment is not stayed or vacated within thirty (30) days), or makes an assignment for benefit of creditors.

(b) *Landlord's Remedies.* In the event of a Tenant default, Landlord at its option may do one or more of the following:

(i) Terminate this Lease and recover all damages caused by Tenant's breach, including consequential damages for lost future rent;

(ii) Repossess the Premises, with or without terminating, and relet the Premises at such amount as Landlord deems reasonable;

(iii) Declare the entire remaining Base Rent and Additional Rent immediately due and payable, such amount to be discounted to its present value at a discount rate equal to the U.S. Treasury Bill or Note rate with the closest maturity to the remaining term of the Lease as selected by Landlord;

(iv) Bring action for recovery of all amounts due from Tenant;

(v) Seize and hold any personal property of Tenant located in the Premises and assert against the same a lien for monies due Landlord;

(vi) Lock the Premises and deny Tenant access thereto without obtaining any

court authorization; or

(vii) Pursue any other remedy available in law or equity.

(c) *Landlord's Expenses; Attorney's Fees.* All reasonable expenses of Landlord in repairing, restoring, or altering the Premises for reletting as general office space, together with leasing fees and all other expenses in seeking and obtaining a new Tenant, shall be charged to and be a liability of Tenant. Landlord's reasonable attorneys' fees in pursuing any of the foregoing remedies, or in collecting any Rent or Additional Rent due by Tenant hereunder, shall be paid by Tenant.

(d) *Remedies Cumulative.* All rights and remedies of Landlord are cumulative, and the exercise of any one shall not be an election excluding Landlord at any other time from exercise of a different or inconsistent remedy. No exercise by Landlord of any right or remedy granted herein shall constitute or effect a termination of this Lease unless Landlord shall so elect by notice delivered to Tenant. The failure of Landlord to exercise its rights in connection with this Lease or any breach or violation of any term, or any subsequent breach of the same or any other term, covenant or condition herein contained shall not be a waiver of such term, covenant or condition or any subsequent breach of the same or any other covenant or condition herein contained.

(e) *No Accord and Satisfaction.* No acceptance by Landlord of a lesser sum than the Rent, Additional Rent and other sums then due shall be deemed to be other than on account of the earliest installment of such payments due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed as accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy provided in this Lease.

(f) *No Reinstatement.* No payment of money by Tenant to Landlord after the expiration or termination of this Lease shall reinstate or extend the Term, or make ineffective any notice of termination given to Tenant prior to the payment of such money. After the service of notice or the commencement of a suit, or after final judgment granting Landlord possession of the Premises, Landlord may receive and collect any sums due under this Lease, and the payment thereof shall not make ineffective any notice or in any manner affect any pending suit or any judgment previously obtained.

(g) *Summary Ejectment.* Tenant agrees that in addition to all other rights and remedies Landlord may obtain an order for summary ejectment from any court of competent jurisdiction without prejudice to Landlord's rights to otherwise collect rents or breach of contract damages from Tenant.

26. <u>LANDLORD MAY CURE DEFAULT</u>. If Tenant defaults in the performance of any term, provision, covenant, or condition on its part to be performed hereunder, Landlord may, after notice to Tenant and a reasonable time to perform after such notice (or without notice if, in Landlord's reasonable opinion, an emergency exists), perform the same for the account of and at the expense of Tenant. If, at any time and by reason of Landlord's cure, Landlord is compelled to pay, or elects to pay, any sum of money or do any act which will require the payment of any sum of money, or is compelled to incur any expense in the enforcement of its rights hereunder or otherwise, such amounts, together with interest thereon at the highest rate allowed under the laws of the State of Florida, and shall be repaid to Landlord by Tenant promptly when billed therefor, and Landlord shall have all the same rights and remedies in respect thereof as Landlord has in respect of the rents herein reserved.

27. <u>SIGNS</u>. Tenant may not erect, install or display any sign or advertising material upon the exterior of the Premises (including any exterior doors, walls or windows) without the prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion. Notwithstanding the foregoing,

Tenant, at Tenant's sole cost and expense, shall be permitted to install its branding signage at the Premises subject to (i) Landlord's prior written approval, and (ii) all applicable laws, rules, regulations, ordinances, and codes.

28. LANDLORD'S LIEN. Landlord shall have, at all times during the Term of this Lease, a valid lien for all rents and other sums of money becoming due hereunder from Tenant, upon all goods, wares, merchandise, inventory, furniture, fixtures, equipment, vehicles, and other personal property and effects of Tenant situated in or upon the Premises, and such property shall not be removed therefrom without the approval and consent of Landlord until all arrearages in rent as well as any and all other sums of money then due to Landlord hereunder shall first have been paid and discharged in full. Upon the occurrence of any event of default by Tenant, Landlord may, in addition to any other remedies provided herein or by law, enter upon the Premises and take possession of any and all goods, wares, merchandise, inventory, furniture, fixtures, equipment, vehicles and other personal property and effects of Tenant situated in or upon the Premises without liability for trespass or conversion, and sell the same at public or private sale, with or without having such property appraised, at which Landlord or its assigns may purchase any of the same and apply the proceeds thereof, less any and all expenses connected with the taking of possession and sale, as a credit against any sums due by Tenant, and Tenant agrees to pay any deficiency forthwith. Alternatively, the lien hereby granted may be foreclosed in the manner and form provided by law for foreclosure of security interests or in any other manner and form provided by law. The statutory lien for rent, if any, is not waived and the express contractual lien herein granted is in addition thereto and supplementary thereto. Tenant agrees to execute and deliver to Landlord from time to time during the Term of this Lease such financing statements as may be required by Landlord in order to perfect Landlord's lien pursuant to applicable state law.

29. NOTICES. Any notice, request, or other communication required or permitted to be given under this Agreement shall be in writing, addressed to each party at its address as set forth below, and shall be delivered by (i) hand delivery, (ii) commercial courier service (such as Federal Express), (iii) email or facsimile transmission, or (iv) mailed by United States registered or certified mail, return receipt requested, postage prepaid. Any such notice shall be considered given on the date of such hand or courier delivery or upon transmission by email or facsimile. By giving at least five (5) days' prior written notice thereof, any party may change its mailing address hereunder. Any notice by any party may be given by such party's legal counsel. The parties respective notice addresses are as follows:

If to Landlord: Jacksonville University
2800 University Blvd. North
Jacksonville, Florida 32211
Attn: President

With a copy to:

Driver, McAfee, Hawthorne & Diebenow, PLLC
1 Independent Drive, Suite 1200
Jacksonville, Florida 32202
Attention: Matthew S. McAfee, Esquire

If to Tenant: IDEA Florida Inc.
[_____]
[_____]
Attention: [_____]

30. RADON GAS. Tenant hereby acknowledges receipt of the following notice as required by Chapter 88-285, Laws of Florida: "RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."

31. FORCE MAJEURE. Except for the payment of Rent or any other sum due hereunder, each party hereto shall be excused for the period of any delay and shall not be deemed in default with respect to the performance of any of its obligations when prevented from so doing by a cause beyond such party's reasonable control, including, without limitation, labor disputes, government regulations, fire or casualty, acts of terrorism, inability to obtain any materials or services, or acts of God (collectively, "Force Majeure Events").

32. ENTIRE AGREEMENT. This Lease contains the entire agreement between the parties and, except as otherwise provided herein, can only be changed, modified, amended, or terminated by a written instrument executed by Landlord and Tenant. It is mutually acknowledged and agreed by Landlord and Tenant that there are no verbal agreements, representations, warranties, or other understandings other than as contained in this Lease.

33. LIMITATION OF LIABILITY. Notwithstanding anything herein to the contrary, Tenant's sole and exclusive method of collecting on any judgment Tenant obtains against Landlord, or any other award made to Tenant in any judicial process requiring the payment of money by Landlord for the failure of Landlord to perform any of its obligations, shall be to proceed against the interests of Landlord in and to the Premises. Therefore, Tenant hereby agrees that no personal or corporate liability of any kind or character whatsoever now attaches or at any time hereafter under any condition shall attach to Landlord for payment or performance of any obligations hereunder. The obligations under this Section shall survive the expiration or earlier termination of this Lease.

34. COSTS AND ATTORNEYS' FEES. If either party shall bring an action to recover any sum due hereunder, or for any breach hereunder, and shall obtain a judgment or decree in its favor, the court may award to such prevailing party its reasonable costs and reasonable attorneys' fees, specifically including reasonable attorneys' fees incurred in connection with any appeals. Landlord shall also be entitled to recover its reasonable attorneys' fees and costs incurred in any bankruptcy action filed by or against Tenant, including, without limitation, those incurred in seeking relief from the automatic stay, in dealing with the assumption or rejection of this Lease, in any adversary proceeding, and in the preparation and filing of any proof of claim.

35. SUCCESSORS AND ASSIGNS. The agreements, terms, provisions, covenants, and conditions contained in this Lease shall be binding upon and inure to the benefit of Landlord and Tenant and, to the extent permitted herein, their respective successors and assigns.

36. GOVERNING LAW. This Lease shall be governed by, and construed in accordance with, the laws of the State of Florida.

37. WAIVER OF JURY TRIAL. To the extent permitted by applicable law, in the event of any litigation between the parties hereto, to the extent that a trial by jury would be available as to any matters in such litigation, the parties hereby expressly waive the right to a trial by jury as to such matters, and hereby agree not to demand a jury trial as to any such matters in such litigation.

38. COUNTERPARTS. This Lease may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. The counterparts of this Lease may be executed by electronic signatures and may be delivered electronically by any party to any other party and the receiving party may rely on the receipt of such document so executed and delivered by electronic means as if the original had been received.

39. FLORIDA CONSTRUCTION LIEN LAW. Nothing contained in this Lease shall be construed as a consent on the part of Landlord to subject the estate of Landlord to liability under the Construction Lien Law of the State of Florida, it being expressly understood that the Landlord's estate shall not be subject to such liability. Tenant shall strictly comply with the Construction Lien Law of the State of Florida as set forth in Chapter 713, Florida Statutes as to any work undertaken by Tenant in the Building. Any Notice of Commencement filed by or on behalf of Tenant shall contain, in bold print the following "The interest of Landlord in the Premises and Property shall not be subject in any way to any liens for improvements or other work performed by or on behalf of any Tenant." Notwithstanding the foregoing, Tenant at its expense shall cause any lien filed against the Premises, the Building or the Project for work, services or materials claimed to have been furnished to or for the benefit of Tenant to be satisfied or transferred to bond within fifteen (15) days after Tenant's having received notice thereof. In the event that Tenant fails to satisfy or transfer to bond such claim of lien within said fifteen (15) day period, Landlord may do so and thereafter charge Tenant as additional Rent, all costs incurred by Landlord in connection with the satisfaction or transfer of such claim, including reasonable attorney's fees. Further, Tenant agrees to indemnify, defend, and save the Landlord harmless from and against any damage to and loss incurred by Landlord as a result of any such contractor's claim of lien. If so requested by Landlord, Tenant shall execute a short form or memorandum of this Lease, which may, in Landlord's sole discretion be recorded in the Public Records of Duval County, Florida for the purpose of protecting Landlord's estate from contractors' Claims of Lien, as provided in Chapter 713.10, Florida Statutes. In the event such short form or memorandum of this Lease is executed, Tenant shall simultaneously execute and deliver to Landlord an instrument in recordable form terminating Tenant's interest in the real property upon which the Premises are located, which instrument may be recorded by Landlord at the expiration or earlier termination of the term of this Lease. This Paragraph shall survive the expiration or earlier termination of this Lease.

40. TRANSFERABILITY OF THE PREMISES. Landlord shall have the right to sell, transfer, or assign, in whole or in part, the Premises, and all of Landlord's rights and obligations under this Lease, without affecting the obligations of Tenant hereunder, and upon such sale, transfer or assignment, Landlord shall be (i) relieved of all responsibility for the Premises, and (ii) released from any liability thereafter accruing under this Lease.

41. SPECIALLY DESIGNATED NATIONALS AND BLOCKED PERSONS.

(a) Tenant represents and warrants to Landlord that (A) Tenant and each Person owning an interest in Tenant is (i) not currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control of the Department of the Treasury ("OFAC") and/or on any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation (collectively, the "List"), and (ii) not currently a Person with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States, (B) none of the funds or other assets of Tenant constitute property of, or are beneficially owned, directly or indirectly, by, any Embargoed Person, (C) no Embargoed Person has any interest of any nature whatsoever in Tenant (whether directly or indirectly), (D) none of the funds of Tenant have been derived from any unlawful activity with the result that the investment in Tenant is prohibited by law or that this Lease is in violation of law, and (E) Tenant has implemented procedures, and will consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times. The term

"Embargoed Person" means any Person or government subject to trade restrictions under U.S. law, including without limitation, the International Emergency Economic Powers Act, 50 U.S.C. §1701 et seq., the Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Orders or regulations promulgated thereunder with the result that the investment in Tenant is prohibited by law or Tenant is in violation of law. The term "Person" means any natural person, corporation, company, partnership, trust or other business entity.

(b) Tenant covenants and agrees (A) to comply with all requirements of law relating to money laundering, anti-terrorism, trade embargos and economic sanctions, now or hereafter in effect, (B) to immediately notify Landlord in writing if any of the representations, warranties or covenants set forth in this Section are no longer true or have been breached or if Tenant has a reasonable basis to believe that they may no longer be true or have been breached, (C) not to use funds from any "Prohibited Person" (as such term is defined in the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) to make any payment due to Landlord under this Lease and (D) at the request of Landlord, to provide such information as may be requested by Landlord to determine Tenant's compliance with the terms hereof.

(c) Notwithstanding anything herein to the contrary, Tenant shall not permit the Premises or any portion thereof to be used or occupied by any Person on the List or by any Embargoed Person (on a permanent, temporary or transient basis), and any such use or occupancy of the Premises by any such Person shall be a material default of this Lease.

42. BROKERAGE. Landlord and Tenant hereby represent and warrant to each other that they have not engaged, employed or utilized the services of any business or real estate brokers, salesmen, agents or finders in the initiation, negotiation or consummation of the business and real estate transaction reflected in this Lease, other than InSite, representing Tenant (the "Broker"). Landlord shall pay only any commissions or fees that are payable to the above named Broker or finder with respect to this Lease pursuant to Landlord's separate agreement with such Broker or finder, if any. Tenant shall indemnify and hold Landlord harmless from any and all damages resulting from claims that may be asserted against Landlord by any other broker(s), finder(s) or other person (including, without limitation, any substitute or replacement broker claiming to have been engaged by Tenant in the future), claiming to have dealt with Tenant in connection with this Lease or any amendment or extension hereto, or which may result in Tenant leasing other or enlarged space from Landlord. The provisions of this paragraph shall survive the termination of this Lease.

43. LANDLORD'S WORK. Prior to the Commencement Date, Landlord, at Landlord's cost and expense shall (i) clean the interior and exterior of the Premises, including the kitchen, (ii) in an amount not to exceed $20,000.00, perform certain Building standard maintenance projects in the Premises as determined by Landlord, and (iii) replace any broken tiles in the Premises (collectively, the "Landlord's Work"). In the event Tenant desires any improvements to the Premises other than the Landlord's Work, then such improvements shall be at Tenant's sole cost and expense and subject to Landlord's prior written approval and otherwise governed by Section 10 of this Lease.

44. OPTION TO EXTEND. Tenant shall have the right and option to renew the Lease (the "Renewal Option") for two (2) additional periods of twelve (12) months each (each a "Renewal Lease Term") (a separate notice is required for each Renewal Lease Term); provided, however, such Renewal Option is contingent upon the following (i) Tenant is not in default at the time Tenant gives Landlord notice of Tenant's intention to exercise the Renewal Option; (ii) upon the expiration of the Term, or the expiration of any Renewal Lease Term, Tenant has no outstanding default; (iii) no event has occurred that upon notice or the passage of time would constitute a default; and (iv) Tenant is occupying and actively conducting

business from the entirety of the Premises. Following the expiration of the second Renewal Lease Term, Tenant shall have no further right to renew the Lease pursuant to this Section 44.

(a) *Exercise of Option*. Tenant shall exercise its Renewal Option, if at all, by giving Landlord written notice ("Tenant's Renewal Notice") at least one hundred eighty (180) days prior to the expiration of the initial Term, or the last day of the applicable Renewal Lease Term, but no more than two hundred ten (210) days prior to the Expiration Date, or the last day of the applicable Renewal Lease Term (the "Notice Window"). If Landlord does not receive Tenant's Renewal Notice within the Notice Window, then Tenant shall forfeit its Renewal Option. If Tenant exercises its Renewal Option, then during the applicable Renewal Lease Term, Landlord and Tenant's respective rights, duties and obligations shall be governed by the terms and conditions of the provided that the Base Rent during the Renewal Lease Terms shall be the then fair market rental rate as determined by Landlord. Time is of the essence in exercising Tenant's Renewal Option.

(b) *Term*. If Tenant exercises its Renewal Option, then during any such Renewal Lease Term, all references to the term "Term", as used in the Lease, shall mean the then current Renewal Lease Term.

(c) *Termination of Renewal Option on Transfer by Tenant*. In the event Landlord consents to an assignment or sublease by Tenant, then Tenant's Renewal Option shall automatically terminate unless otherwise agreed in writing by Landlord.

[The rest of this page is left intentionally blank.]

Landlord and Tenant have caused this Lease to be duly executed as of the Effective Date.

LANDLORD:

JACKSONVILLE UNIVERSITY, a Florida not-for-profit corporation

By: _____

Name: _____

Title: _____

TENANT:

IDEA FLORIDA, INC., a Florida not-for-profit corporation

By: _____

Name: _____

Title: _____

EXHIBIT A

THE PREMISES

(To be attached.)