

LEASE AGREEMENT

THIS LEASE AGREEMENT made this ____ day of _____, 2017, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as “OWNER” and the FLORIDA DREAM CENTER, INC., a Florida not-for-profit corporation hereinafter referred to as “TENANT,” jointly referred to as the “Parties”.

W I T N E S S E T H

1. PREMISES

In consideration of the rent hereinafter agreed to be paid by TENANT to OWNER, and in consideration of the covenants of the respective Parties hereto, each to the other to be performed by them at the time and in the manner hereinafter provided, OWNER does hereby lease and let unto the TENANT, and TENANT does hereby lease from OWNER, approximately 9,550 rentable square feet of a building located at 4017 56th Avenue North, St. Petersburg, Florida 33714 (hereinafter the “Premises.”). The Premises is further depicted on Exhibit “D”. The lease only pertains to the first floor. TENANT hereby accepts Premises in their “as is” condition on the date of this Lease.

2. TERM, RENTAL, AND REDETERMINATION

TERM: This Lease shall be for a term of 5 years commencing when all parties have signed the Agreement. This Lease may be renewed for successive additional terms of 1 year each subject to review of the lease and possible amendment of terms and conditions, and subject to mutual written agreement of the Parties. Either Party may terminate this Agreement at any time with 120 days written notice to the other Party.

RENTAL: The Rent for the first year of the term shall be \$28,500 payable without notice, in twelve (12) equal installments of \$2,375. Payment shall be made on or before the 1st day of each month. The timely payment of the monthly rent guarantees TENANT full occupancy of the Premises for a full month. Rent shall be paid to the Board of County Commissioners at the address listed in the NOTICES paragraph.

REDETERMINATION: On the first anniversary of the Commencement Date, and on each subsequent anniversary thereof during the Term and any Renewal Term, the then-current

Rent shall be increased by 3% per year. If the Anniversary Date is not the first day of the month, annual renewals and rent redetermination shall become the first day of the following month.

3. USE

This Lease is made on the express condition that the Premises shall be used and occupied for office, and storage space to support TENANT's mission of providing services that address the Lealman Community. Specifically, TENANT shall use the space to support the Adopt-A-Block program and, in partnership with the Juvenile Welfare Board, to assist in implementing the Child Hunger Program. In support of the Child Hunger Program, TENANT will use the space for dry food storage to later supply to community-wide partners who will separately provide single meal delivery. Such activities shall occur during normal business operating hours. TENANT agrees to cause the leased Premises to only be operated for such use during the entire term of this Lease and to conduct its business at all times in a lawful manner. All other uses/activities are expressly prohibited, including but not limited to the specific activities listed in Exhibit "C."

4. PERMITS/LICENSES

TENANT must secure and maintain any and all permits and licenses to provide services pursuant to this Agreement. TENANT shall comply with all laws, regulations and ordinances concerning its operations.

5. POSSESSION

TENANT shall be granted continued possession of Premises immediately upon the commencement date of this Lease and shall be entitled to full use of said Premises. All terms and conditions set forth herein shall immediately commence upon the signing of this Lease by all Parties.

6. ASSIGNMENT AND SUBLETTING

The TENANT further agrees not to assign or in any manner transfer this Lease or any estate or interest therein without the previous written consent of OWNER, and not to sublet said Premises or any part or parts thereof or allow anyone to come in with, through or under it without like consent. Such consent is at the sole discretion of OWNER. Consent by the OWNER to one or more assignments of this Lease or to one or more subletting of said Premises shall not operate as a waiver of OWNER'S rights under this section.

7. ALTERATIONS

TENANT shall make no structural change or alteration to the Leased Premises or any part thereof without written consent of the OWNER, and TENANT shall be responsible for any damages to the Premises caused by the TENANT, ordinary wear and tear excepted. TENANT shall pay for all charges for permitting, labor, services and materials used in connection with any improvements or repairs to the Leased Premises undertaken by TENANT. Modifications or improvements made during this Lease Term shall become property of OWNER upon expiration or termination of this Lease, unless TENANT desires to remove said modifications or improvements which can be removed without damage or injury to the Premises. OWNER has the right to approve the weight, size, and location of safes and other heavy equipment and articles in the Premises. All such items and all furniture shall be moved into and out of the Premises at the times and in the manner directed by OWNER. Movement of TENANT'S property into or out of the Premises and within the Premises, are entirely at the risk and responsibility of TENANT.

8. MAINTENANCE AND UTILITIES

OWNER shall maintain the roof, structural load-bearing walls, slab, parking lot and site drainage on said Premises. OWNER shall be responsible for the upkeep, maintenance, repair, replacement and management of the Premises building infrastructure, as defined in Exhibit "B".

OWNER will ensure that all life safety code requirements are met and maintained including emergency lighting, illuminated exit signs at proper locations, smoke detectors, panic hardware, installation and maintenance of fire extinguisher(s), installation and maintenance of overhead sprinkler, if applicable, and installation and maintenance of fire alarm.

TENANT will be responsible for paying all charges for water, sewer, electric, and trash removal supplied to the Premises, as determined by meter or otherwise. OWNER shall not be liable in any manner for damages to TENANT, or for any other claim by TENANT, resulting from any interruption in utility services, unless the interruption is caused by the OWNER.

TENANT shall pay for its own janitorial services, data/voice/telecommunication installation and service, security and alarm systems and service, office equipment and furnishings, carpet and floor cleaning and repair, repair and maintenance of aesthetic finishes, interior pest control, appliance and fixture maintenance, and any other necessary utility or service requirements.

TENANT shall be responsible for the first Five Hundred Dollars (\$500.00) for each occurrence of repair, replacement, or service performed on the structure, appliances, equipment,

fixtures, and furnishings for all maintenance and services listed as TENANT'S responsibility in Exhibit "B". Any appliances, fixtures, and furnishings owned by TENANT will be solely TENANT'S responsibility. TENANT shall not expend monies on repairs, replacements, or maintenance and services as listed in Exhibit "B" over Five Hundred Dollars (\$500.00) without prior written approval from the OWNER. Any estimates of cost shall be forwarded to OWNER. TENANT shall immediately give OWNER written notice of any defects or need for infrastructure repairs, after which OWNER shall have a reasonable opportunity to repair or cure defect. OWNER shall not be required to repair any of the foregoing items if the need for such repair is due to the act or omission of TENANT or its employees, invitees, customers, clients or guests.

TENANT'S maintenance and repair contractors performing work on described property during this Agreement are required to obtain and maintain at all times during performance of work insurance with the following minimum limits of coverage: \$500,000 for Workers' Compensation Employers' Liability, and \$1,000,000 for General Liability and Auto Liability. Contractor shall provide certificate of insurance coverage prior to commencement of work to Tenant and Owner. Certificates shall name Tenant and Owner as Additional Insureds. Workers Compensation coverage shall include a waiver of subrogation in favor of Tenant and Owner.

9. TAXES AND ASSESSMENTS

In the event that any ad valorem, rental, sales or similar taxes or special assessments are levied upon the leased Premises due to the existence of this Lease, then TENANT shall pay all such taxes and special assessments so imposed.

10. SIGNS

TENANT may not install signage of any kind in or around the Premises without prior written approval by the OWNER. Upon termination of Lease, TENANT will remove signage at TENANT'S expense and repair any damages to building caused by signage, if any.

11. INSURANCE

TENANT shall procure, pay for, and maintain during the term of this Lease insurance as depicted in Exhibit A attached hereto.

12. INDEMNIFICATION

TENANT covenants and agrees that it will indemnify and hold harmless OWNER and all of OWNER'S officers, employees, contractors and subcontractors from any claim, loss, damage,

cost, charge or expense arising out of any act, action, neglect or omission by TENANT, its officers, employees, agents, contractors, or subcontractors, including Worker's Compensation coverage pursuant to Florida law, during the performance of this Lease, and any extensions thereof, whether direct or indirect, and whether to any person or property to which OWNER or said Parties may be subject including OWNER'S costs and attorney's fees incurred in defending such claims, except that neither TENANT nor any of its officers, agents, employees, contractors or subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of OWNER or any of its officers or employees. Nothing herein shall be construed as a waiver of COUNTY'S sovereign immunity pursuant to §768.28, Florida Statutes. This indemnification shall survive the termination of this Lease.

13. LIABILITY OF TENANT

All property of any kind that may be on the Premises during the continuance of the Lease shall be at the sole risk of TENANT, except that OWNER shall be liable for damage to Property of OWNER caused by failure of OWNER to adequately perform any of the duties specified herein.

14. ACCESS TO PREMISES

OWNER shall have the right to enter and inspect the Leased Premises and the operation being conducted thereon at any reasonable time after 24-hour notice to TENANT and in the presence of the TENANT for the purpose of inspecting or conducting tests upon the same, or for making repairs to the Premises or to any property owned or controlled by OWNER therein. Such repairs shall not unduly interfere with TENANT'S business except as is naturally necessitated by the nature of the repairs being effected. In the event of emergency, no such prior notice shall be required, but OWNER shall endeavor to notify TENANT promptly thereafter.

15. DEFAULT AND REMEDIES

If TENANT fails to keep and perform any of the terms, covenants, conditions or provisions in this Lease contained to be kept and performed by TENANT, then within fifteen (15) days of OWNER becoming aware of the occurrence of the default, OWNER shall notify TENANT of the default and its demand to cure said default. Upon receipt of notice, TENANT shall have fifteen (15) days from the date of receipt to cure said default or to commence or take such steps as are necessary to cure such default, which once commenced the TENANT agrees and shall pursue continuously until the default is finally cured. Upon TENANT'S failure to either cure said default

or to take steps that are necessary to cure said default, it may be lawful for the OWNER to declare said demised term ended and to re-enter upon Premises and to retake possession of the said Premises by process of law, or OWNER shall have such other remedy as the law and this instrument afford.

In the event TENANT defaults as set out above or elsewhere in this Lease, all payments of rent, additional rent, or of any other monies due from TENANT during the term of this Lease or any extension thereof, shall, at the option of OWNER, become immediately due and payable in full. OWNER may re-enter the Premises by process of law, and OWNER may repair or alter the Premises in such manner as OWNER may deem necessary or advisable to re-let the Premises. Should OWNER need to pursue any of its remedies, OWNER shall be entitled to recover damages, including costs and attorney's fees. Failure to elect any of the available remedies upon the occurrence of any default shall not operate as a waiver of any future election of remedies.

16. COVENANT AGAINST LIENS

TENANT shall have no power or authority to create any lien or permit any lien to attach to the present estate, reversion or other estate of OWNER in the Premises herein demised or on the building or other improvements thereon. TENANT is hereby charged with the responsibility of notifying all materialmen, contractors, artisans, mechanics and laborers and other persons contracting with TENANT with respect to the Premises or any part thereof, that such persons must look to TENANT to secure payment of any bill for work done or material furnished to the TENANT or for any other purpose during the term of this Lease.

17. WAIVER

One or more waivers of any covenant or condition by either Party shall not be construed as a waiver of a subsequent breach of the same covenant or conditions by the other Party, and the consent or approval by either Party to or of any act by the other Party requiring consent or approval shall not be construed a consent or approval to or of any subsequent similar act by the other Party.

18. DESTRUCTION OF PREMISES

If the demised Premises shall, without fault of TENANT, be destroyed by fire, storm, or other casualty or be so damaged thereby as to become wholly or partially untenable, OWNER may, by written notice delivered to TENANT within thirty (30) days after such destruction or damage, elect to rebuild or repair. In such event, this Lease shall remain in force, and OWNER shall rebuild or repair the Premises within a reasonable time after such election, putting the

Premises in as good condition as they were at the time immediately prior to the destruction or damage. For that purpose, OWNER may enter the Premises, and rent shall abate during the time the Premises are untenable. If OWNER elects not to restore or rebuild, TENANT may terminate this Lease. If either party so elects, this Lease shall terminate effective the date of said destruction.

19. PARKING

TENANT and its employees shall have use of the paved parking area within the fenced portion of the Premises for all employee parking during normal operating hours, and for the full-time parking and overnight storage of no more than two 'box' trucks for the operation of the TENANT'S business. TENANT visitors are permitted use of a sufficient amount of standard and ADA parking spaces located along 40th Street North therefrom for the operation of TENANT'S business so long as such usage does not adversely affect neighboring properties, emergency vehicle access, general traffic flow or violate any applicable law or ordinance.

20. OBSERVANCE OF LAWS

TENANT agrees to observe, comply with and execute promptly at its expense during the term hereof, all laws, rules, requirements, orders, directives, codes, ordinances and regulations of any and all governmental authorities or agencies, of all municipal departments, bureaus, boards and officials, and of insurance carriers, due to its use or occupancy of the Premises. All additions, alterations, installations, partitions, or changes shall be in full compliance with the aforementioned authorities.

21. RELATIONSHIP OF THE PARTIES

Nothing contained herein shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or joint venture between the Parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, shall be deemed to create any relationship between the Parties hereto other than the relationship of OWNER and TENANT. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

22. QUIET ENJOYMENT

OWNER covenants and agrees that upon TENANT paying said rent and performing all of the covenants and conditions aforesaid on TENANT'S part to be observed and performed, the

TENANT shall and may peaceably and quietly have, hold and enjoy the Premises hereby demised for the term aforesaid.

23. NOTICES

All notices shall be forwarded to the OWNER at the following address:

Pinellas County
c/o Real Estate Management
Real Property Division
509 East Avenue South
Clearwater, FL 33756

All notices given to TENANT hereunder shall be forwarded to TENANT at the following address:

Florida Dream Center
4017 56th Avenue North
St. Petersburg, FL 33714

24. FISCAL FUNDING

In the event funds are not appropriated by the OWNER in any succeeding fiscal year for purposes described herein, then this Lease shall be deemed to terminate at the expiration of the last fiscal year for which funds were appropriated and expended.

25. HAZARDOUS SUBSTANCES

TENANT shall not cause or permit the presence, use, disposal, storage or release of any Hazardous Substances on or in the Premises. TENANT shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any Environmental Law. The preceding two (2) sentences shall not apply to the presence, use or storage on the Premises of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal maintenance and office uses.

TENANT shall promptly give OWNER written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Premises and any Hazardous Substance or Environmental Law of which TENANT has actual knowledge. If TENANT learns or is notified by any government or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Premises is necessary, TENANT will notify OWNER and TENANT shall promptly take all necessary remedial actions in accordance with Environmental Law.

TENANT shall indemnify and hold OWNER fully harmless for any liabilities and remedial actions of Hazardous Substances for which TENANT is responsible under this Section.

TENANT'S indemnification obligations under this Section shall survive the expiration or termination of the term of this Lease.

As used in this Paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Paragraph, "Environmental Law" means Federal laws and laws of the jurisdiction where the Premises are located that relate to health, safety or environmental protection.

26. AIR QUALITY

The OWNER shall maintain the building and building air-handling systems to provide a healthful indoor air environment. The OWNER shall maintain the building and air handling systems sufficiently to prevent the amplification of biological agents (mold, mildew, fungi, bacteria) and dust above proximate outdoor levels. The TENANT shall be informed prior to any maintenance activities utilizing chemicals, including pesticide applications that may impact indoor air quality and reserve the right to require these activities to occur when building is unoccupied.

27. ASBESTOS

OWNER warrants that there is no friable asbestos in the building at commencement of this Lease and that any friable asbestos discovered in the building during the term of this Lease shall be removed or encapsulated within a reasonable period of time.

28. SURRENDER AT END OF TERM

Upon the expiration of the term hereof or the sooner termination of this Lease, TENANT agrees to surrender and yield possession of the demised Premises to the OWNER, peacefully and without notice, and in good order and condition, broom clean condition, but subject to such ordinary wear and reasonable use thereof, and subject to such damage or destruction or condition as TENANT is not required to restore or remedy under other terms and conditions of Lease.

29. SUCCESSORS AND ASSIGNS

The covenants, provisions, and agreements herein contained shall in every case be binding upon and inure to the benefit of the Parties hereto respectively and their respective heirs, executors, administrators, successors and assigns, as applicable, except that the right of the TENANT to assign TENANT'S interest under this Lease is and shall be subject to the written consent of

OWNER as hereinabove provided, which provision it is not intended to waive, qualify or alter in any manner whatsoever by this clause or any other clause herein referring to assigns.

30. RADON GAS

Radon is a natural 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 the County Public Health Department.

31. PUBLIC ENTITY CRIME ACT

The TENANT is directed to the Florida Public Entity Crime Act, Section 287.133, Florida Statutes, as amended from time to time, and the OWNER'S requirement that the TENANT comply with it in all respects prior to and during the term of this Lease.

32. ENTIRE AGREEMENT

The Lease Agreement as hereinabove set forth, including all exhibits and riders, if any, incorporates all covenants, promises, agreements, conditions and understandings between the Parties. No covenant, promise, agreement, condition or understanding, either written or oral, not specifically set forth herein shall be effective to alter the performance or the rights of the Parties as hereinbefore stated.

<SIGNATURE PAGE FOLLOWS>

IN WITNESS WHEREOF, the Parties have signed this Lease Agreement the day and year first above written.

WITNESSES:

Print Name: _____

Print Name: _____

WITNESSES:

Print Name: _____

Print Name: _____

TENANT:

FLORIDA DREAM CENTER, INC.

By: William F. Losasso

Print Name: WILLIAM F. LOSASSO

Title: PRESIDENT, FLORIDA DREAM CENTER

OWNER:

PINELLAS COUNTY

By: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM

BY: Chelsea Warden
**OFFICE OF THE COUNTY
ATTORNEY**

EXHIBIT "A"

Insurance Requirements

The following insurance requirements are included in this Lease:

The TENANT shall obtain and maintain at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. All insurance policies shall be from insurance companies licensed to do business in the State of Florida and have an AM Best rating of A-VIII or better. Within ten (10) calendar days of executed Agreement, the TENANT shall provide the OWNER with properly executed and approved Certificates of Insurance to evidence compliance with the insurance requirements of the agreement. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). A copy of the endorsement(s) referenced in paragraph three (3) for Additional Insured shall be attached to the certificate(s).

No occupancy shall commence at any site unless and until the required Certificate(s) of Insurance are received and approved by the OWNER. Approval by the OWNER of any Certificate of Insurance does not constitute verification by the OWNER that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Agreement. OWNER reserves the right to require a certified copy of the entire insurance policy, including endorsements, at any time during the Agreement period.

All policies providing liability coverage(s), other than Professional Liability and Worker's Compensation policies, obtained by the TENANT to meet the requirements of the Agreement. Indicated coverage as additional insured by checking boxes on the certificate is not adequate. A copy of the actual endorsement or policy declaration page indicating such coverage must be submitted along with the certificate of insurance.

If any insurance provided pursuant to the Agreement expires prior to the expiration of the Agreement, renewal Certificates of Insurance and endorsements shall be furnished by the TENANT to the OWNER at least thirty (30) days prior to the expiration date.

TENANT shall also notify OWNER within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said TENANT from its insurer.

Should the TENANT, at any time, not maintain the insurance coverages required herein, the OWNER may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the OWNER and charge the TENANT for such purchase. The OWNER shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the OWNER to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

The OWNER reserves the right, but not the duty, to review and request a copy of the TENANT's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

Each insurance policy shall include the following terms and/or conditions in the policy:

- (1) The Named Insured on the Certificate of Insurance must match the entity's name that is signing the Agreement.
- (2) Companies issuing the insurance policy, or policies, shall have no recourse against OWNER for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of TENANT.
- (3) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by OWNER.
- (4) All policies shall be written on a primary, non-contributory basis.
- (5) Any certificate of insurance evidencing coverage provided by a leasing company for either Workers Compensation or Commercial General Liability shall have a list of covered employees certified by the leasing company attached to the Certificate of Insurance. The OWNER shall have the right, but not the obligation to determine that the TENANT is only using employees named on such list to perform work for the OWNER. Should employees not named be utilized by TENANT, the OWNER, at its option may stop work without penalty to the OWNER until proof of coverage or removal of the employee by the TENANT occurs, or alternatively find the TENANT to be in default and take such other protective measures as necessary.
- (6) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of OWNER .

The insurance requirements for this Agreement, which shall remain in effect throughout its duration, are as follows:

(A) Workers' Compensation Insurance

Limit	Florida Statutory
Employers Liability Limits	
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

(B) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operation and Personal Injury.

Limits	
Each Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

(C) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired and non-owned vehicles. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Contractor can show that this coverage exists under the Commercial General Liability policy.

Limit	
Per Accident	\$ 1,000,000

(D) Property Insurance Contractor will be responsible for all damage to its own property, equipment and/or materials.

**EXHIBIT “B”
Maintenance and Services**

Maintenance/Services	OWNER’S Responsibility	TENANT’S Responsibility
AC Filter Replacement	X	
Alterations/Renovations		X
Carpet Cleaning		X
Carpet Replacement		X
Door/Locks		X
Electrical Wiring – Power Distribution	X	
Flooring		X
Glass Replacement	X	
Grounds Maintenance		X
HVAC Maintenance	X	
*HVAC Repair / Replacement		X
Light Bulbs		X
Painting Exterior	X	
Painting Interior		X
Roof Repairs	X	
Roof Replacement	X	
Window Cleaning		X
Plumbing Repair		X
Plumbing - Underground	X	
Sprinkler	X	
Termite/Pest Control		
Appliances		X
Water Heater		X

All maintenance and repairs shall be completed in accordance with Paragraph 8 herein.

*Tenant responsibility shall be for the only up to the first Five Hundred Dollars (\$500.00) for each occurrence of repair, replacement, or service performed on the HVAC system for the leasable First Floor “Premises”, per Paragraph 8 and as depicted in Exhibit “D” of the Lease Agreement.

EXHIBIT "C"

Rules and Regulations

Tenant shall faithfully observe and comply with the following Rules and Regulations. Landlord shall not be responsible to Tenant for the nonperformance of any of said Rules and Regulations by or otherwise with respect to the acts or omissions of any other tenants or occupants; provided, however, in no event shall Landlord enforce such Rules and Regulations in a discriminatory manner to the detriment of Tenant. In the event of any conflict between the Rules and Regulations and the other provisions of this Lease, the latter shall control.

1. Tenant shall not use or keep in or on the Premises, any kerosene, gasoline, explosive material, corrosive material, material capable of emitting toxic fumes, or other inflammable or combustible fluid chemical, substitute or material, except in compliance with applicable law and within the permitted terms of the Lease. Tenant shall maintain material safety data sheets for any Hazardous Material used or kept on the Premises.
 - a. Specific to the terms of this Lease, the following shall be permitted specific to the following terms: The storage of consumer amounts of gasoline in order to fully operate lawn maintenance equipment used to carry out program. At no time shall more than 50 gallons of gasoline/petrol/fuel or similar products to be stored at the premises and must be contained in a materials specified storage container and location agreed upon by both Owner and Tenant.
2. No cooking shall be done or permitted on the Premises (unless Tenant receives Landlord's prior written approval and applicable permits for single-use special events have been obtained for the Premises). Notwithstanding the foregoing, Underwriters' laboratory-approved equipment and microwave ovens may be used in the Premises for heating food and brewing coffee, tea and similar beverages for employees and visitors, provided that such use is in accordance with all applicable federal, state, county and city laws, codes, ordinances, rules and regulations.
3. Tenant, its employees and agents shall not loiter on any of the Premises for the purpose of smoking tobacco or similar products or for any other purpose. Furthermore, in no event shall Tenant, its employees or agents smoke tobacco products within the Building or within two hundred feet (200') of any entrance into the Premises.
4. Tenant hereby acknowledges that Landlord shall have no obligation to provide guard service or other security measures for the benefit of the Premises. Tenant hereby assumes all responsibility for the protection of Tenant and its agents, employees, contractors, invitees and guests, and the property thereof, from acts of third parties, including keeping doors locked and other means of entry to the Premises closed, whether or not Landlord, at its option, elects to provide security protection for the Premises or any portion thereof. Tenant further assumes the risk that any safety and security devices, services and programs which Landlord elects, in its sole discretion, to provide may not be effective, or may malfunction or be circumvented by an unauthorized third party, and Tenant shall, in addition to its other insurance obligations under this Lease, obtain its own insurance coverage to the extent Tenant desires protection against losses related to such occurrences. Tenant shall cooperate in any reasonable safety or security program developed by Landlord or required by law.

Tenant, shall carry out measures to provide 'access control' to prevent loitering of organization program participants, clients, or more generally recipients of services provided as part of the organizations programs. Tenant shall be responsible for providing transportation or access to safe transportation options for those unable to do so for themselves, to and/or from any organization activity, program, or event to preclude loitering and potential security issues, perceived or realized, at the Leased Premises or within the immediate neighborhood area in which the Premises is located.

5. No auction, liquidation, yard sale, fire sale, going-out-of-business or bankruptcy sale shall be conducted in the Premises without the prior written consent of Landlord.

6. No tenant, lessee, program participant or affiliated of the organization shall use or permit the use of any portion of the Premises for living quarters, sleeping apartments or lodging rooms.
7. No "second hand" or "thrift" store, including as examples those operated by Goodwill Industries or the Salvation Army, for the purposes of resale shall be operated on the Premises.
8. Any operation primarily used as a storage facility is prohibited.
9. Any operation primarily used as an "emergency" or "homeless" shelter, or "soup kitchen", or client facing distribution of food is prohibited. The distribution of clothing or other similar personal item donations shall be permitted by appointment only and shall not be operated as a primary use or program incentive that may result in client facing traffic outside of the above described permitted operational terms.
10. Any assembling, manufacturing, distilling, refining, smelting, agricultural, or mining operation is prohibited
11. Any dumping, disposing, incineration or reduction of garbage (exclusive of garbage compactors located near the rear of any building) is prohibited.
12. Any training or educational facility that exceeds the permissible square footage at the end of this exhibit, and unless Tenant receives Landlord's prior written approval, including, but not limited to, beauty schools, barber colleges, culinary training, reading rooms, automotive and similar industrial and mechanical training, places of instruction or other operations catering primarily to students or trainees rather than to customers; provided, however, this prohibition shall not be applicable to on-site employee training incidental to the conduct of the business of the TENANT.
13. A church or other place of religious worship or other biblical based programs carried out in group settings, or for general public or community meeting hall use is prohibited.
14. A day care, after-school care, youth or other focused participant recovery or rehabilitation programs carried out using an on-site, group-based and/or religious-centered curriculum or similar use is prohibited.
15. Tenant shall warehouse, store and/or stock in the Leased Premises only such goods, wares and merchandise as are used for offices, at or from the Leased Premises and necessary to normal operation of business, and shall be stored in appropriate areas within the premises and out of sight from the general public and adjacent properties. All personal property brought into or removed from the Premises shall be moved at Tenants sole risk, cost and expense and any damage done to the property of Landlord or any Tenant in the Premises by such moving shall be paid by Tenant.

No more than 10% of the total exterior Secured Parking/Storage-Flex Space area shall be used for storage other than for organization long-term parking of operational vehicles, and in accordance with the above 'out of sight'.

Landlord reserves the right at any time to change or rescind any one or more of these Rules and Regulations, or to make such other and further reasonable Rules and Regulations as in Landlord's judgment may from time to time be necessary (relative to a building occupied solely by one tenant) for the management, safety, care and cleanliness of the Premises, and for the preservation of good order therein, as well as for the convenience of other occupants and tenants therein; provided, however, Landlord shall not make any new Rules and Regulations, or change any Rule and Regulation, which would materially and adversely affect Tenant's use, occupancy or access to the Premises, or the parking areas. Tenant shall be deemed to have read these Rules and Regulations and to have agreed to abide by them as a condition of its occupancy of the Premises.

