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PINELLAS CO. FLORIDA
Handwritten Signature
CLERK, CIRCUIT COURT

AUG 23 4 47 PM '73

This Instrument Prepared By:
G. Penfield Jennings, of
Baird & Jennings
P. O. Box 1194
Dunedin, Fla. 33528

CONDOMINIUM LEASE

THIS AGREEMENT, made and entered into this 13th day of August, 1973, by and between JOHN J. MARK, joined by CATHERINE A. MARK, his wife, hereinafter called the "LESSORS" (which expression shall include their heirs, administrators, executors and assigns, when the context so requires and/or admits) and DANIEL A. ENGELHARDT and DAISY LEE ENGELHARDT, his wife, hereinafter called the "LESSEES" (which expression shall include their successors and assigns, when the context so requires and/or admits);

W I T N E S S E T H:

That LESSOR in consideration of the rents, covenants and agreements hereinafter contained on the part of the LESSEE to be said and performed, hereby demises and lets to the LESSEE, and the LESSEE hereby hires and leases, all that certain Condominium parcel situated in the County of Pinellas, State of Florida, more particularly described as:

From the NW corner of the SE $\frac{1}{4}$ of Section 28, Twp. 30 South, Range 15 East, Pinellas County, Florida, run thence S 88°40'38" E, along the East and West center-line of said Section 28, 331.49 feet; thence S 0°19'09" W, 50.01 feet to the Southerly right of way line of State Road 694 (78th Avenue North); thence S 88°40'38" E, along the Southerly right of way of State Road 694 (78th Avenue North) 260.04 feet; thence S 0°19'09" W, 225.00 feet for a P.O.B.; thence continue S 0°19'09" W, 120.32 feet; thence S 88°40'38" E, 346.00 feet; thence N 0°19'09" E, 120.32 feet; thence N 88°40'38" W, 346.00 feet to the P.O.B.

TO HAVE AND TO HOLD THE SAID PREMISES, with the appurtenances thereon, except as herein specifically provided unto the LESSEE for and during the full term of one hundred (100) years commencing on the 23rd day of August, 1973, and ending on the 23rd day of August, 2073, at twelve (12:00) noon, on that day, unless sooner terminated as herein provided.

THE PARTIES HERETO AGREE AS FOLLOWS:

1. RENT:

A. Commencing on the first day hereof and on the first day of each consecutive month thereafter during the term of this Lease, the LESSEE shall pay to the LESSOR for each individual Condominium parcel leased hereunder, a minimum monthly net rental in the amount of Twenty Dollars (\$20.00) and said rental, as well as the remaining terms of this Lease Agreement, shall apply to each of said Condominium parcels the same as if the parties hereto had executed individual Lease Agreements for each of said parcels, said minimum monthly rental to be paid in advance without any deductions or abatements whatsoever.

B. All payments due under the terms of this Lease Agreement shall be paid by the LESSEE to the LESSOR at the time and in the manner provided herein. Any and all payments due hereunder shall be made in legal tender of the United States of

America and shall be payable at such place as shall be designated from time to time in writing by the LESSOR.

2. LATE CHARGE PROVISION: It is agreed that LESSOR may charge and collect a "late charge" not to exceed twelve cents (\$.12) for each dollar of each payment more than ten (10) days in arrears; to cover the extra expenses involved in handling of delinquent and/or late payments occasioned by LESSEE'S failure to pay the monthly installments or any deficiency in the amount of such monthly installment.

3. PAYMENT BY LESSEE OF TAXES AND OTHER EXPENSES - NET LEASE: The LESSEE shall pay and discharge, when the same shall become due, all costs, charges and expenses of heat, light, tax, ad valorem taxes, special assessments, or Condominium assessments of any kind or nature, on any part or all of the premises herein demised, which shall be imposed or become due and payable during the term of this Lease, or which shall become a lien upon the premises or any part thereof, or the sidewalks, streets or other avenues in front of the same, by virtue of any present or future law of the United States of America or of the State of Florida, or of any county or municipality thereof, or of any other governmental, condominium or municipal authority; and upon notice of request will exhibit the vouchers for such payments to the LESSOR. The LESSEE shall have the right with due diligence to review by legal proceedings any such taxes, assessments, or other charges imposed upon or against the demised premises or any part thereof, and in case any such taxes, assessments or other charges shall be reduced, set aside, cancelled or discharged thereby, the LESSEE shall pay the amount that shall be finally assessed or imposed against the premises as adjudicated to be due and payable. The term "LEGAL PROCEEDINGS" as herein used shall be construed as including appropriate appeals from any judgments, decrees or orders, and certiorari proceedings and appeals from orders therein, as well as any appropriate administrative review procedures. The LESSEE shall be under no obligation to pay any inheritance or Federal Income Tax which is payable or may become payable by the LESSOR, or which may be imposed upon the LESSOR against the rents payable hereunder, or upon the income or profits of the LESSOR by reason of any law now in force or hereinafter enacted. If any tax should be levied upon the LESSOR in lieu of, or supplementary to, the general real estate tax payable by the LESSEE hereunder, the LESSEE shall be liable for such tax to the extent that the same shall be payable by the LESSOR. The LESSEE'S obligation to pay assessments shall apply only to the assessments which shall become due and payable during the term of this Lease or any renewals or extensions of the same. The LESSEE shall have the right to exercise the benefit of any provision in any statute or ordinance permitting such assessment of tax to be paid in installments over a period of time so long as the same shall not be for a term longer than the term of this Lease.

4. PARTIES BOUND AND COVENANTS BINDING: Time shall be of the essence of this Agreement and all of the covenants, terms, and conditions herein made by and between the parties hereto shall extend to and be binding upon their respective heirs, executors, successors and assigns, and shall be construed as covenants running with the land. No variance, amendment or modification of any part or all of this Agreement shall be valid or enforceable, except when made in writing, and executed by the parties hereto with the same formality as a deed.

5. RECONSTRUCTION AND REMODELING: At any time during the term of this Lease the LESSEE may remodel, add to, or reconstruct the buildings hereby demised or hereafter erected by the LESSEE on the demised premises, subject to the restrictions and limitations contained in the Declaration of Condominium and By-Laws, as may be modified or changed. LESSEE further covenants and agrees to make all changes, additions, alterations, repairs or improvements to any such buildings as may be required by any ordinance, laws, rules or regulations of any municipality, or of the State of Florida, or any other governmental or governing body having jurisdiction of the premises, and at all times during the term of this Lease shall comply with all laws, ordinances, statutes, or regulations now existing or which may be hereafter enacted, relative to fire hazards or escapes, electric wires, or lights, water, lavatories or other protective measures or requirements for health, safety or protection against fire, accident or loss of life, wherein or whereby the owners or occupants thereof are charged with any duty; provided, however, that upon reasonably and properly indemnifying the LESSOR during the period of such litigation, the LESSEE may resist the reasonableness or validity of any such laws, statutes or regulations, said indemnity to be of sufficient amount to secure and save the LESSOR harmless in the event such litigation should terminate unfavorable to the LESSEE.

6. PROPERTY INSURANCE - LOSS - USE OF PROCEEDS: The LESSEE hereby covenants and agrees with the LESSOR that it, the LESSEE, will keep insured during the said demised term, the Condominium parcels herein described in a good and responsible insurance company or companies, licensed to do business in the State of Florida, and non-assessable, against destruction or loss or damage by fire and other casualty, in a sum not less than eighty percent (80%) of the insurable or replacement value thereof, exclusive of foundation and land. Policies subject to One Thousand Dollars (\$1,000.00) deduction shall be deemed satisfactory.

All policies issued, and renewals thereof, on said Condominium parcels and improvements to the amount of eighty percent (80%) of the insurable or replacement value thereof are to be assigned and made payable to LESSOR and LESSEE as their respective interests may appear. The policies shall be held by the LESSOR in trust for the purposes hereinafter set forth.

LESSOR agrees that, in the event that any proceeds under said insurance policies shall be paid to the LESSOR, it shall receive the same in trust and promptly disburse the same to the Condominium Association, or to the Management Corporation if a contract exists between said Association and Management Corporation, who shall likewise hold such proceeds in trust for the purpose of rebuilding of such Condominium parcel and for the benefit of the holder of any mortgage on LESSEE'S leasehold estate. It is agreed that no interest is to be paid on insurance money by LESSOR during the time any such proceeds are in its possession.

In the event said Condominium parcels shall be damaged or destroyed by fire or other insured casualty within the demised term, the said LESSEE hereby covenants and agrees to commence within six (6) months from the date of the payment of damages by the insurer, and to complete within a reasonable time, the repair, restoration or rebuilding of any buildings, or improvements and furnishings so damaged or destroyed, with a structure substantially in conformity with the original ones.

The LESSEE agrees that the structures involved shall be repaired to a condition as comparable as possible to their condition just prior to the damage. Any mechanic's or material-men's liens arising out of such repair, rebuilding or reconstruction, may be contested and resisted by the LESSEE, provided the same are bonded, as provided hereinafter. It is further agreed that the Condominium Association shall promptly disburse said monies and use same toward rebuilding the buildings and improvements upon the same premises as herein provided. In the event of destruction in excess of fifty percent (50%) of the buildings containing the above described Condominium parcels, by fire or extended coverage perils, this Lease shall be terminated provided that all persons entitled to vote on amendments to the Declaration of Condominium and By-Laws shall so elect to cancel and otherwise not reconstruct, and the LESSEE shall be liable for rent only up to the time of such destruction. In the event that all persons entitled to so vote, as herein set forth, elect to terminate and otherwise not reconstruct, it is agreed LESSEE shall, within one hundred twenty (120) days after said damage occurs, tear down and remove all parts thereof then remaining and the debris, resulting from said fire or other casualty and otherwise clean up said premises; and to the extent available for that purpose, the insurance proceeds collected for such damage shall be applied to the cost of such clean-up and removal. Upon such termination of this Lease and upon clean-up and removal of all debris as above provided, LESSOR shall release to LESSEE or his authorized encumbrancers, if any, all of LESSOR'S interest in and to the unexpended insurance proceeds so collected. Should LESSEE fail or refuse to clean up and restore said premises as hereinabove provided, or if the authorized encumbrancer of LESSEE, if any, after notice by LESSOR as hereinafter provided, shall fail or refuse to undertake and complete such work on behalf of LESSEE, then in either of such events, all insurance proceeds so collected shall be forthwith paid over to LESSOR on its account and may be used by the LESSOR to clean up and restore said premises, paying to LESSEE or his said encumbrancer any unexpended balance of said insurance proceeds.

7. LIABILITY INSURANCE: During the demised term, the LESSEE shall maintain a general liability policy in a mutual or stock company or companies, licensed to do business in the State of Florida, and non-assessable, insuring both the LESSOR and the LESSEE, affording a protection to the limit of \$100,000.00, in the event of death or injury to a single person, to the limit of \$300,000.00, in the event of death or injury in any one accident, and to the limit of \$10,000.00, in the event of damage to any property. Policies subject to a \$100.00 deduction shall be deemed satisfactory.

8. FAILURE TO PAY PREMIUMS: Upon failure at any time on the part of the LESSEE to pay the premiums for the insurance required by this Lease, the LESSOR shall, upon thirty (30) days written notice to the LESSEE, be at liberty, from time to time, as often as such failure shall occur, to pay the premiums therefor, and any and all sums so paid for insurance by the LESSOR shall be and become rents as the same become due.

9. MECHANIC'S LIENS, COVENANT TO HOLD HARMLESS, ETC.: It is agreed that LESSOR'S title or interest in and to the above described real property shall not be subject to liens for improvements to be made by the LESSEE pursuant to the authority set forth in Chapter 713.10 F.S.A. If any mechanic's lien or other liens for the payment of money, shall be filed against

the demised premises or any building or improvements thereon, by reason of or arising out of any labor or materials furnished or alleged to have been furnished to, or to be furnished to, or for the LESSEE at the demised premises, or for, or by reason of any change, alteration, or addition, or the cost, or expense thereof, or any contract relating thereto, or against the LESSEE as owners thereof, the LESSEE shall, within thirty (30) days thereafter, either pay or bond the same, or procure the discharge thereof in such manner as may be provided by law. The LESSEE shall also defend on behalf of the LESSOR, at the LESSEE'S sole cost and expense, any action, suit or proceedings which may be brought thereon or for the enforcement of such lien, liens or orders, and the LESSEE shall pay any damages and discharge any judgment entered therein and save harmless the LESSOR from any claim or damage resulting therefrom.

It is further covenanted and agreed by and between the parties hereto that in the event the LESSEE shall desire to bona fide resist any mechanic's lien, materialmen's lien or any other claim against the hereinabove described premises, on account of rebuilding, repairing, reconstructing, or otherwise improving the above described premises, or any buildings now or hereafter located thereon, the LESSEE has the privilege so to do, provided the LESSEE shall first discharge said claim or lien by bonding the same as provided by the statutes of the State of Florida.

Said LESSEE further covenants and agrees to insure the LESSOR against any and all liabilities which may arise in favor of third persons, from, or on account of, the use, occupancy, or as an incident to ownership of the above described premises, or any building or improvements situated thereon, except such as may arise as a result of the acts and/or negligence of the LESSOR, their agents, servants or employees. The LESSEE will defend any action at law or suit in equity which may be brought against the LESSOR or the LESSEE, or against the said premises because of any action, or condition, for which any claim or suit may be brought arising subsequent to the date the possession of the demised premises is delivered to LESSEE. The said LESSEE will, at its own expense, defend such suits and pay and satisfy any judgment which may be entered as a result thereof, and at all times and in all things insure the LESSOR against any loss or expense in connection therewith.

It is hereby further covenanted, stipulated and agreed by and between the parties hereto that after ten (10) days written notice to the LESSEE of its intention so to do, the LESSOR shall, at their option, have the right at all times during said demised term to pay any rates, taxes, ad valorem taxes, assessments, special assessments, condominium assessments, water rates, electric power bills, and any other utilities or other charges, or taxes, upon said premises and reversionary interests therein imposed by any governing or governmental authority, remaining unpaid upon said premises, after the same have become due and payable, and to pay, cancel and clear off all tax sales, liens, charges and claims upon or against said demised premises or reversionary interests therein, and to redeem said premises from the same or any of them from time to time; and the amount paid, including reasonable expenses, shall be so much additional rent due from the LESSEE with interest thereon at the rate of six percent (6%) per annum from the date of the payment thereof by the said LESSOR, until the repayment thereof to the said LESSOR by the said LESSEE. It is further provided that if the LESSOR shall advance or pay any such rates or other charges upon and against said demised premises or the reversionary interests thereon, it shall not be obligatory upon the LESSOR to inquire into the validity of any such rate, tax or assessments, or

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other charge, or any such tax sale. Any and all sums so paid by the LESSOR shall be and become and are hereby declared to be rent under this Lease, due and payable on the next rent day.

10. LESSEE'S RIGHT TO ASSIGN: The LESSEE shall not have the right to assign this Lease, or at any time during the term of this Lease, to sublet the leased premises, in whole or in part, without first obtaining the consent or approval of the LESSOR, however, such consent shall not be unreasonably withheld. Should a written acknowledgment of LESSOR'S consent not be recorded within thirty (30) days of the recording of any such assignment or sub-lease, it shall be conclusively presumed that such consent shall have been given and a written acknowledgment thereof shall not be necessary. The liabilities of the original and any subsequent LESSEE shall cease as to any breaches by LESSEE's covenants thereafter occurring, if such original or subsequent LESSEE has assigned of record his interest in the leasehold estate, and has obtained the consent or approval of such assignment, in writing, from LESSOR. The assignment shall not relieve any LESSEE from any breach occurring during the period of his tenancy. If the LESSEE assigns or conveys one or more condominium parcels, then this Lease Agreement shall apply to such grantee or assignee only with respect to the condominium parcels assigned or conveyed, as if LESSOR and LESSEE had executed separate, individual lease agreement for each condominium parcel leased hereby.

11. DEFAULT BY LESSEE: In case the LESSOR shall, without any default on its part, be made party to any litigation commenced by or against the LESSEE as to which the LESSOR is not fully protected against liability by insurance supplied by the LESSEE, then the LESSEE shall pay all costs and reasonable attorneys' fees incurred by or against the said LESSOR in enforcing the covenants, agreements, terms and provisions of this Lease.

If, during the term of this Lease,

a) default shall be made by the LESSEE in the covenant to pay rent and late charges in accordance with the provisions of Paragraphs 1 and 2 hereof, and such default shall continue for a period of ten (10) days after written notice by certified mail, or registered mail, is received by the LESSEE, or LESSEE'S agent, or after the date of the last publication as hereinafter provided; or after written notice may be served as hereinafter provided; or

b) default shall be made in any of the other covenants, or agreements herein, except the above stated covenant to pay rent, to be kept and performed by the LESSEE; and such default shall continue for a period of thirty (30) days (exclusive of grace periods) after written notice by certified or registered mail is received by the LESSEE or LESSEE'S agent, or after the date of the last publication as hereinafter provided, or after written notice may be served as hereinafter provided,

then, in any one of the events enumerated above, the LESSOR may, at his option, in writing, terminate this Lease, and the term hereof shall thereupon automatically cease and terminate; and it shall be lawful for the LESSOR, at his option, to enter the demised premises and to have, hold, repossess and enjoy the said premises; and the LESSOR shall have the right to recover the said premises free and clear of any leasehold interest under this Lease. However, in the event of the occurrence of any of the foregoing, except sub-paragraph a) hereof, if the LESSEE shall

promptly commence curing the same within the notice period hereinabove provided, and shall diligently pursue the completion of such cure, the failure to eliminate said default within the stipulated notice period shall not be grounds for the LESSOR to terminate this Lease. Any expenditures made by the LESSEE for construction or in payment of liens or encumbrances assumed by the LESSEE shall be deemed liquidated damages and not recoverable by the LESSEE.

It is understood and agreed that in the event LESSEE or LESSEE'S agent does not receive notice as above provided, as evidenced by a return of the certified or registered mail receipt to LESSOR or LESSOR'S agent, then and in such event, notice may be given by publication once a week for two consecutive weeks of such notice in the legal notices or advertising section of a newspaper, printed and published periodically once a week or oftener, containing at least twenty-five percent (25%) of its words in the English language, entered or qualified to be admitted and entered as Second Class matter at a Post Office in Pinellas County, Florida, where published for sale to the general public, available to the public generally for the publication of official or other notices, and customarily containing information of a public character, or of interest, or of value to the residents or owners of property in Pinellas County, or of interest, or of value to the general public.

It is further understood and agreed that notices of default or notices otherwise provided for or allowed in this Agreement may, at the option of either party, in lieu of notices by certified or registered mail, and/or in lieu of publication in a newspaper as herein provided, be made by any officer authorized by law to serve process in any court of record, and the person making such service shall make proof of such service thereof on a copy of the notice actually served and deliver said copy to the person or persons requesting such service. Provided further, that notices of default in the payment of rent, together with "late charges", if any, may be made at the option of the LESSOR by any person who is sui juris, and the person making such service of notice shall make proof of such service on such notice, and on a copy of the notice actually served.

It is further agreed by and between the parties hereto that the right given in this Lease to the LESSOR to collect the rent that may be due under the terms of this Lease, by any proceedings under the same, or the right to collect any additional rent, monies or payments due under the terms of this Lease by any proceedings under the same, or the right herein given the LESSOR to enforce any of the terms and provisions of this Lease, shall not in any way affect the right of said LESSOR to declare this Lease void and the term hereby created ended, as herein provided when default is made in the payment of said rent, or when default is made by the LESSEE in any of the terms and provisions of this Lease.

In addition to the above remedies provided and reserved to the LESSOR, the LESSEE covenants and agrees that there is hereby reserved unto the LESSOR all or any further, or additional remedies not inconsistent with the terms of this Lease which may now or hereafter exist under and by virtue of the laws of the State of Florida, or the laws of the United States, or any other governmental state or body having jurisdiction of the property, for the failure to make payments or perform covenants in like circumstances. It is mutually covenanted and agreed that the various rights, powers, options, elections, appointments and remedies of the LESSOR contained in this Lease shall be construed as cumulative, and no one of them as exclusive of the other or

exclusive of any other rights or privileges or priorities allowed by law; that no waiver or breach of any of the covenants of this Lease shall be considered to be a waiver of any succeeding breach of the same covenants.

It is further covenanted and agreed that if the LESSOR is compelled to incur any expenses, including reasonable attorneys' fees, in instituting and prosecuting any proceedings of any nature by reason of any default of the LESSEE hereunder (after expiration of grace periods) the sum or sums so paid or incurred by the LESSOR, and all interest cost and damages, including such reasonable attorneys' fees, shall be deemed to be additional rent hereunder, and shall be due from the LESSEE to the LESSOR on the first day of the month following the incurring of such respective expenses, and the LESSEE covenants and agrees to pay the same.

12. NOTICES: Any and all notices by the LESSOR to the LESSEE, or by the LESSEE to the LESSOR, shall be in writing and may be served by certified or registered mail, or as otherwise provided, addressed to the respective addresses below stated:

To the LESSOR by communication addressed to:
Mr. John J. Mark
704 E. Layton Ave.
Milwaukee, Wisc. 53207

To the LESSEE by communication addressed to:
Mr. Daniel A. Engelhardt
1-A, 1201 Drew St.
Clearwater, Fla. 33515

Either party may at any time change the address by notice to such party in writing, by certified or registered mail.

13. COVENANT OF QUIET ENJOYMENT: The LESSOR covenants that the LESSEE, upon payment of the rent above reserved, and upon the due performance of the covenants and agreements herein contained, shall and may at all times during the term hereby granted peaceably and quietly have, hold and enjoy the demised premises for the term of this Lease.

14. SURRENDER OF BUILDINGS UPON TERMINATION OF LEASE: The title to all buildings and improvements erected or placed upon the demised premises, or any part thereof, during the term of this Lease, shall, upon termination of this Lease by any means, exclusive of termination resulting from condemnation or destruction, vest in the LESSOR without payment or offset subject to the terms of this Lease. The LESSEE shall (in accordance with the above) surrender and deliver up the building or buildings and improvements that may be constructed or occupied by him pursuant to this Lease, and the demised land and also all fixtures and appurtenances that LESSEE has the title or right to, in good condition and repair, reasonable and ordinary wear and tear thereof excepted, and except for damage by perils not included in the usual fire and extended coverage and casualty insurance provisions.

15. COVENANT TO COMPLY WITH LAWS, ETC.: The LESSEE covenants that during the demised term, it will properly observe and, at its own expense, promptly comply with all present and future laws, rules, regulations and notices of every nature and kind whatsoever, of any governing or governmental agency or authority concerning the demised premises, including, but not limited to, the Condominium Association, Declaration of Condominium, By-Laws and Rules and Regulations.

16. POSSESSION INCLUSIVE: Except as herein permitted, the LESSOR further covenants that during the term of this Lease, he will not sign any consent or other instrument in writing whereby any person or corporation other than the LESSEE, or those claiming under them directly or indirectly, acquire the right to use or occupy any easement on, above or under the surface thereof. The LESSOR further covenants that in all cases where such a consent is necessary for the reconstruction, maintenance, operation or proper administration of the Condominium Parcels, the LESSOR shall, upon submission of the necessary instruments to the LESSOR, properly execute and deliver in proper form the necessary consents to the LESSEE.

17. DISBURSEMENT OF REFUND: If, as a result of any legal proceeding pursuant to the provisions hereof, there is a reduction, cancellation, setting aside, or discharge of any tax or assessment previously paid by LESSEE, the refund thereof shall be payable to the LESSEE, and if such refund be made to the LESSOR, then and in that event the LESSOR shall regard such refund as a trust fund and shall immediately pay over the same to the LESSEE.

18. SEVERABILITY OF CONTRACT: If a clause or provision herein contained should be adjudged invalid, the same shall not affect the validity of any other clause or provision of this Lease, or constitute any cause of action in favor of either party as against the other.

19. EXECUTION OF ADDITIONAL INSTRUMENTS: The LESSOR and LESSEE hereby agree to execute and deliver, upon proper notice as set forth elsewhere in this Lease, any and all instruments in writing necessary to carry out any terms, conditions, covenants, and assurances in this Lease.

20. CONDEMNATION:

A. In Whole - If, at any time during the term of this Lease, the whole or materially all of the demised premises shall be taken for any public or quasi-public purpose, by any lawful power or authority by the exercise of the right of condemnation or eminent domain, or by agreement between LESSOR, LESSEE and those authorized to exercise such right, the right and interest of LESSOR and LESSEE in and to the entire award of the aggregate of any separate awards to LESSOR and LESSEE, shall be as follows:

1) There shall be paid any and all reasonable fees and expenses incurred in collecting the awards.

2) Out of the balance of such award or awards remaining, there shall be paid to the holder of any mortgage, deed of trust, or other form of security to which the fee simple title of the above described Condominium Parcels is subject and subordinate, the unpaid principal balance, with interest to the date of such payment.

3) Out of the balance of such award or awards remaining after the payment of the sums set forth in subparagraphs 1) and 2) above, the then current market value of the land (exclusive of improvements thereof) shall be paid to the LESSOR. In the event the value of said land is not judicially determined, or in the event the parties hereto are not able to agree on such value, the value of such land shall be determined by arbitration pursuant to Chapters 682.01 through 682.22 Florida Statutes, or as may

be otherwise designated at such time. The LESSOR and LESSEE shall each select one arbitrator and the two arbitrators so selected shall select a third arbitrator; and the three arbitrators so selected shall fix and determine the value of said land. The decision of the arbitrators shall be exercised by a majority of their number.

4) The balance of such award or awards remaining shall go to the LESSEE.

B. In Part - In the event that only a part of the demised premises shall be so taken, and the part not so taken shall be insufficient for the continued purpose of the demised premises as contemplated by the Lease, the minimum rent payable hereunder shall remain unabated, and the proceeds of the entire award shall be payable to LESSOR.

21. STATEMENT OF CERTIFICATION: LESSEE agrees at any time and from time to time, upon not less than ten (10) days prior written notice by LESSOR to execute, acknowledge and deliver to LESSOR and LESSOR agrees at any time and from time to time, upon not less than ten (10) days prior written request by LESSEE, to execute, acknowledge and deliver to LESSEE, a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified, and stating the modifications), and the dates to which the fixed rent and other charges have been paid in advance, if any, and whether or not there is any existing default other than on any existing mortgage by LESSEE, with respect to any sums of money required to be paid by LESSEE under the terms of this Lease, or notice of default served by LESSOR; it being intended that any such statement delivered pursuant to this paragraph may be relied upon by any prospective or existing mortgagee or assignee of any mortgage upon the leasehold or fee simple estate, or by any prospective assignee or subtenant of the leasehold estate. If any such certification by LESSOR shall allege non-performance by LESSEE, the nature and extent of such non-performance by LESSEE shall, insofar as actually known by LESSOR, be summarized therein. The same duty shall be incumbent upon LESSEE. In the event that either party shall fail to execute, acknowledge and deliver to the other such statement prior to the expiration of the said ten (10) day period, it shall be conclusively presumed a certification that this Lease is unmodified, and in full force and effect, that all rental has been paid to date, and that there is no existing default.

22. APPLICABLE LAW: This Lease shall be construed and interpreted according to the laws of the State of Florida.

23. INCREASE OF RENT: It is understood and agreed by and between the parties hereto that the LESSEE shall pay to the LESSOR the monthly rental as hereinabove set forth, for and during the term of this Lease, except that in December of 1974, and on each December thereafter for each succeeding calendar year, the monthly rental shall be redetermined as provided herein, and in the event such redetermined rent shall represent an increase over the monthly base rental as set forth in paragraph 1 above, then such increased rental shall be established as the rental due and payable for and during such year. Such rental shall be determined by dividing the monthly base rental as set forth in paragraph 1 above by the index number for the month of December, 1972, as appears in the Column ALL ITEMS in the Consumer Price Index, as was published and deter-

mined by the Bureau of Labor Statistics, United States Department of Labor; and then multiplying that amount by the corresponding index number for the month of December, 1974, and each subsequent December thereafter. The monthly rental so determined in any given December shall fix the monthly rental for the succeeding year and thereafter until redetermined. The Consumer Price Index referred to as ALL ITEMS Consumer Price Index U. S. (1957-1959 equals 100) (reflecting the change in prices of goods and services purchased by the City wage earner and clerical worker families to maintain their level of living) published by the Bureau of Labor Statistics, United States Department of Labor, Bureau of Labor Statistics, shall govern. If the Bureau of Labor Statistics changes the form or basis of the calculation of the Consumer Index, the parties agree to request the Bureau to make available for the life of this Agreement, annual consumer price indexes, in its present form and calculated on the same basis as the index for December, 1972. In the event that the Bureau of Labor Statistics, U. S. Department of Labor, changes its procedure in any manner, such Agency of the U. S. Department of Labor will be the sole judge of the comparability of successive indexes; provided further, that in the event that said Agency cannot supply indexes which are comparable, the Dean of the Department of Business Administration of the University of Florida shall select a method of continuing the intentions of the parties in this paragraph, or as otherwise agreed by both parties in writing; it is further understood and agreed that in the event the Bureau of Labor Statistics, U. S. Department of Labor, should publish corrections of indexes used or to be used in the application of this provision, it is agreed that such corrections shall be taken into account in the final adjustment of the rents as herein provided.

In the event that the Bureau of Labor Statistics of the U. S. Department of Labor cannot supply indexes which are comparable, and in the event that the Dean of the Department of Business Administration of the University of Florida fails or otherwise refuses to select or designate a method of continuing the intention of the parties as set forth in this paragraph, then in such event, the monthly rental to be determined for any such calendar year shall, unless otherwise determined by agreements between the parties hereto, be determined by arbitration pursuant to Florida Statutes Annotated, Chapter 682.01 through 682.22. The LESSOR and the LESSEE shall each select one arbitrator and the two arbitrators so selected shall select a third arbitrator, and the three arbitrators so selected shall fix and determine the rent to be paid by the said LESSEE to the said LESSOR for the ensuing calendar year. The powers of the arbitrators shall be exercised by a majority of their number. The arbitrators shall take into consideration, among other things, the character of the property, its location, the increase or decrease in the price of goods and services purchased by the City wage earner and clerical worker families to maintain their level of living, and the value of the real property, which is the subject matter of this Agreement. The findings of the majority of the arbitrators for each such rental period shall be final and binding upon the parties hereto, and the said LESSEE agrees to pay the said LESSOR the rent so agreed upon and so fixed by the said arbitrators, and the said LESSOR agrees to accept the amount so agreed upon, or the amount so fixed by said arbitrators on said premises for said period. It is agreed between the parties hereto that the minimum monthly rental for any lease year during the term hereof shall be not less than the amount set forth in paragraph 1 hereof.

24. NOTICE TO MORTGAGEE: It is further agreed that notwithstanding the provisions of paragraph 11 herein, if only the leasehold estate has been encumbered by a first mortgage to an institutional mortgagee (institutional mortgagee being defined as Federal Savings and Loan Associations, National Banks, State Banks and Insurance Companies) who has notified the LESSOR of its name and mailing address, no termination of this Lease shall be made unless written notice of the breach has been served on the mortgagee by registered mail, return receipt requested. Said notice may be made, at the option of LESSOR, by an officer authorized by law to serve process in any Court of Record, and the person making such notice shall make proof of such service thereof on a copy of the notice actually served, and deliver said copy to the LESSOR requesting such service. If the breach is of such nature that it cannot be corrected by the mortgagee without securing possession of the premises, the mortgagee shall be and is hereby granted whatever additional time is required to secure possession of the premises and to cure the default.

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

Signed, sealed and delivered
in the presence of:

LESSOR

Alan L. Mark
Robert D. Hogan
Alan L. Mark
Robert D. Hogan

John J. Mark
John J. Mark
Catherine A. Mark
Catherine A. Mark

Phyllis Stappard
Phyllis Stappard
Phyllis Stappard
Phyllis Stappard

LESSEE
Daniel A. Engelhardt
Daniel A. Engelhardt
Daisy Lee Engelhardt
Daisy Lee Engelhardt

STATE OF WISCONSIN)

SS

COUNTY OF MILWAUKEE)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, JOHN J. MARK and CATHERINE A. MARK, his wife, to me well known and known to me to be the individuals described in and who executed the foregoing Condominium Lease, and they acknowledged before me that they executed the same freely and voluntarily, and for the uses and purposes therein expressed.

WITNESS my hand and official seal at Milwaukee County of Milwaukee and State of Wisconsin, this 6th day of August, 1973.

Paul E. Matasch
Notary Public

My Commission Expires:

March 30, 1974

STATE OF FLORIDA

SS

COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, DANIEL A. ENGELHARDT and DAISY LEE ENGELHARDT, his wife, to me well known and known to me to be the individuals described in and who executed the foregoing Condominium Lease, and they acknowledged before me that they executed the same freely and voluntarily, and for the uses and purposes therein expressed.

WITNESS my hand and official seal at *Dunedin*, County of *Dunedin*, and State of Florida, this *13th* day of *August*, 1973.

Bobbie Stafford
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 23, 1977
BONDED THRU GENERAL INSURANCE UNDERWRITERS