

## GROUND LESSOR ESTOPPEL CERTIFICATE

September 2, 2021

Goldman Sachs Bank USA  
2001 Ross Avenue, 30th Floor  
Dallas, Texas 75201

**Re: Tampa Westshore Associates Limited Partnership, Shopping Center Lease, International Plaza**

Ladies and Gentlemen:

The Hillsborough County Aviation Authority, is the ground lessor ("Lessor") under that certain Shopping Center Lease between Lessor and Tampa Westshore Associates Limited Partnership ("Lessee") dated September 10, 1998, as amended by First Amendment to Shopping Center Lease dated June 1, 2001 and by Second Amendment to Shopping Center Lease dated November 3, 2011 ("Shopping Center Lease"), which Shopping Center Lease demises certain property more particularly described in the Shopping Center Lease. A true and complete copy of the Shopping Center Lease is attached as Exhibit A. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Shopping Center Lease. Lessor, as lessor under the Shopping Center Lease, does hereby certify to you and Goldman Sachs Bank USA, a New York state-chartered bank, having an address at 2001 Ross Avenue, 30th Floor, Dallas, Texas 75201 (together with its affiliates and its and their respective successors and/or assigns), that as of the date hereof:

1. The Shopping Center Lease has not been supplemented, amended, modified, or superseded since its original execution except as set forth above.
2. The Shopping Center Lease is in full force and effect.
3. To Lessor's best knowledge, there are no uncured defaults on the part of the Lessee under the Shopping Center Lease, and there are no events that have occurred that, with the giving of notice or passage of time or both, would constitute a default by Lessee thereunder, and at the present time, to the best of Lessor's knowledge, Lessor has no claims or disputes against Lessee under the Shopping Center Lease.
4. All monetary obligations due under the Shopping Center Lease have been paid through August 31, 2021.
5. Lessor is the record and beneficial owner of the fee interest in the real property.
6. This Ground Lessor Estoppel Certificate (this "Certificate") may be relied upon by Goldman Sachs Bank USA, a New York state-chartered bank, its affiliates, and any of its or their respective successors and assigns.
7. Lessor acknowledges that the identity and address of the Lessee for all purposes under the Shopping Center Lease are set forth on the attached Exhibit B.
8. Nothing in this Certificate modifies or releases any liability or obligation of Lessee under the Shopping Center Lease.

**IN WITNESS WHEREOF**, Lessor has duly executed this Certificate this \_\_\_\_ day of \_\_\_\_\_, 2021.

ATTEST:

HILLSBOROUGH COUNTY AVIATION AUTHORITY

\_\_\_\_\_  
Mayor Jane Castor, Secretary  
Address: P. O. Box 22287  
Tampa, FL 33622

By: \_\_\_\_\_  
Gary W. Harrod, Chairman  
Address: P. O. Box 22287  
Tampa, FL 33622

Signed, sealed, and delivered  
in the presence of:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Name

LEGAL FORM APPROVED:

By: \_\_\_\_\_  
Michael Kamprath  
Assistant General Counsel

HILLSBOROUGH COUNTY AVIATION AUTHORITY

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_ in the capacity of Chairman, and by \_\_\_\_\_ in the capacity of Secretary, of the Board of Directors, Hillsborough County Aviation Authority, an independent special district under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

\_\_\_\_\_  
Signature of Notary Public – State of Florida

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name of Notary Public)

**EXHIBIT A**

**Ground Lease**

(Attached)

URTEL

**SHOPPING CENTER LEASE**

**BETWEEN**

**HILLSBOROUGH COUNTY AVIATION AUTHORITY,**

**as Lessor,**

**AND**

**TAMPA WESTSHORE ASSOCIATES LIMITED PARTNERSHIP,**

**as Lessee**

**September 10, 1999**

**INTERNATIONAL PLAZA  
TAMPA, FLORIDA**

\*\*\*\*\*

**INSTR # 99081205  
OR BK 09535 PG 0001  
RECORDED 03/19/99 01:43 PM  
RICHARD ONE CLERK OF COURT  
HILLSBOROUGH COUNTY  
DEPUTY CLERK J Reglis**

*Return to after recording:*  
HILLSBOROUGH COUNTY AVIATION AUTHORITY  
P. O. BOX 22687  
TAMPA, FLORIDA 33622

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SHOPPING CENTER LEASE

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**SHOPPING CENTER LEASE**

This Shopping Center Lease, made and entered into as of the 10th day of September, 1986, by and between HILLSBOROUGH COUNTY AVIATION AUTHORITY, a public body corporate existing under the laws of the State of Florida ("Authority") and TAMPA WESTSHORE ASSOCIATES LIMITED PARTNERSHIP, a Delaware limited partnership, ("Lessee").

**WITNESSETH THAT:**

WHEREAS, on or about March 22, 1973, the Authority entered into that certain land lease for Golf Course and Tennis Courts with Tampa Airport Motel, Inc., which land lease was recorded in Official Record Book 2736 page 690 of the public records of Hillsborough County, Florida and which lease has been amended by instruments recorded at O.R. 2738 p. 924, O.R. 2956 p. 480, O.R. 3089 p. 1028, O.R. 3138 p. 1137, O.R. 3185 p. 780 and O.R. 3545 p. 47 all of the public records of Hillsborough County, Florida; and

WHEREAS, said lease and amendments were properly assigned to SunHil Investors, a Florida general partnership, by instrument recorded at O.R. 3559 p. 825 of the public records of Hillsborough County, Florida; and

WHEREAS, a portion of the land ("Buccs' Plot") subject to such lease was sublet, with the approval of the Authority, to Tampa Bay Area NFL Football, Inc., for a football training facility and, in consideration therefor, a ratable portion of the minimum rental payable under the lease was allocated to such subtenant; and

WHEREAS, said lease, as amended, insofar as it applies to the land subject to such lease other than the Buccs' Plot, was amended and restated in its entirety in a certain amended lease dated November 15, 1982, between the Authority and SunHil Investors, which amended lease was recorded in Official Record Book 4026 page 886 of the public records of Hillsborough County, Florida; and

WHEREAS, the description of the land covered by that certain amended lease dated November 15, 1982 was amended on August 2, 1984 by instrument recorded in Official Record Book 4515 page 672 of the public records of Hillsborough County, Florida; and

WHEREAS, on or about January 30, 1970, the Authority entered into that certain land lease with respect to a facility known as the Tampa Airport Motel with Tampa Airport Motel, Inc., which land lease was recorded at Official Record Book 2141 page 680 of the public records of Hillsborough County, Florida and which lease has been amended by instruments recorded at O.R. 2557 p. 640, O.R. 2956 p. 187, O.R. 3098 p. 1032, O.R. 3185 p. 787, all of the public records of Hillsborough County, Florida; and

WHEREAS, said lease and amendments were properly assigned to SunHil Investors, a Florida general partnership, by instrument recorded at O.R. 3559 p. 825 of the public records of Hillsborough County, Florida; and

WHEREAS, said lease and amendments were amended and restated in their entirety by that certain amended lease dated August 4, 1983 by instrument recorded in Official Record Book 4164 page 862 of the public records of Hillsborough County, Florida; and

WHEREAS, the description of the land covered by that certain amended lease dated August 4, 1983 was amended on August 2, 1984 by instrument recorded in Official Record Book 4515 page 678 of the public records of Hillsborough County, Florida; and

WHEREAS, SunHil Investors changed its name to International Plaza in 1985; and

WHEREAS, as of September 5, 1985, the Authority and International Plaza entered into a Restated and Amended Lease (the "Prior Restated Lease"), covering all of the land that was subject to the above-described leases and amendments except the Buccs' Plot, which Prior Restated Lease was recorded in O.R. Book 4836 p. 1851 of the public records of Hillsborough County, Florida; and

WHEREAS, the Prior Restated Lease amended and superseded all of the then-existing leases (and amendments thereto) between the Authority and International Plaza (and its predecessor) with respect to all of the land that had been covered thereby, except to the extent that such then-existing leases pertained to the Buccs' Plot; and

WHEREAS, additional land was added to the premises covered by the Prior Restated Lease pursuant to that certain First Amendment to Restated and Amended Lease, dated as of June 12, 1986, and recorded in O.R. Book 4896 p. 496 of the public records of Hillsborough County, Florida; and

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WHEREAS, a portion of the land covered by the Prior Restated Lease (as amended) was released therefrom, by virtue of that certain unrecorded Deed of Release that was executed by International Plaza on February 1, 1989; and

WHEREAS, International Plaza has since changed its name to Concorde Companies; and

WHEREAS, Concorde Companies assigned all of its right, title and interest in and to the Bucs' Plot (as provided by the "Bucs' Lease," defined below) to Tampa Bay Area NFL Football, Inc., pursuant to a certain Agreement dated December 2, 1993, but effective September 1, 1991, which Agreement was (i) consented to by the Authority, by virtue of that certain Consent dated December 2, 1993, attached to the Agreement, and (ii) recorded in O.R. Book 7214 p. 79 of the public records of Hillsborough County, Florida; and

WHEREAS, as of May 5, 1994, the Authority and Concorde Companies entered into a Second Amended and Restated Lease, as amended by a First Amendment, dated as of February 1, 1995, and a Second Amendment, dated as of March 5, 1998 covering the premises then subject to the Prior Restated Lease (the "Restated Lease Premises"), which Second Amended and Restated Lease, as so amended, provided for the severance into separate leases of portions of the Restated Lease Premises; and

WHEREAS, as of September 9, 1998, the Authority and Crescent Resources, Inc. entered into a separate lease (the "Crescent Lease") for a portion of the Restated Lease Premises to be developed as an office complex, as defined in the Crescent Lease.

WHEREAS, as of September 8, 1998, the Authority and Concorde Companies entered into a Third Amendment to the Second Amended and Restated Lease excluding from the "Leased Premises," as defined thereunder, the "Leased Premises" under the Crescent Lease and reducing the "Land Rent" provided for therein by the amount of "Land Rent" provided for in the Crescent Lease.

WHEREAS, the Authority and Lessee have agreed to enter into a separate lease for the portion of the Restated Lease Premises to be developed as a Shopping Center, as defined in the Second Amended and Restated Lease, as amended by the First Amendment, the Second Amendment and the Third Amendment (as so amended, the "Restated Lease"); and

WHEREAS, the Authority and Lessee have agreed that the "Leased Premises," as defined herein, will be subject to the terms and conditions of this Shopping Center Lease; and

WHEREAS, the Authority and Concorde Companies are simultaneously herewith entering into an amendment to the Restated Lease excluding from the "Leased Premises," as defined thereunder, the "Leased Premises," as defined hereunder and reducing the "Land Rent" provided for therein by the amount of the "Land Rent" provided for herein.

NOW, THEREFORE, in consideration of the premises, Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto intending to be legally bound hereby agree as follows:

1. Leased Premises and Effect of Prior Leases

The Authority and Lessee hereby ratify and confirm that the Authority has leased (and will continue to lease) to Lessee, and Lessee has leased (and will continue to lease) from the Authority, the Leased Premises, for the term and upon the terms and provisions set forth in this Shopping Center Lease (hereinafter, this "Lease"). This Lease shall apply to the Leased Premises more particularly described in Exhibit A attached hereto and incorporated herein by reference, and the Restated Lease (as previously amended) as well as all prior leases and amendments thereto between the Authority and Lessee (or its predecessors) affecting the lands described in Exhibit A shall no longer apply to said lands. Any reference in this Lease to Leased Premises shall mean the land described in Exhibit A, attached hereto, notwithstanding that such term refers to different land area in the Restated Lease. This Lease is specifically not intended to affect lands not described in said Exhibit A and as such, any other leases and amendments thereto governing lands not described in said Exhibit A between the Authority and Lessee (or its predecessors, successors or assignees) shall remain in full force and effect as separate leases; and no default under or termination of any such separate lease shall constitute a default under, or result in the termination of, this Lease.

2. Use of Leased Premises

(a) General Description. Lessee shall have the right to develop and use the Leased Premises, or individual portions thereof, for any or all of the following uses or purposes:

- (i) Trade center or international trade center;
- (ii) Office;

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- (iii) Hotel, motel and conference center (whether with or without convention facilities);
- (iv) Retail (sales of goods and merchandise and the provision of services) or shopping;
- (v) Shopping center (whether regional retail or otherwise);
- (vi) Other general business or commercial activities; and
- (vii) Any other uses which are related to or compatible with any of the foregoing (including, without limitation, entertainment, restaurant, theater, health club and other uses and purposes), as all such terms are generally understood and interpreted in general commercial real estate practices now or hereafter from time to time.

Such uses are complementary to the Airport in that they will provide a center for commercial activity in close proximity to the Airport. The uses to be built on the Leased Premises are, therefore, likely to increase international air traffic. Additionally, their development will increase Airport revenue over that which is currently being provided from the Leased Premises.

(b) Permitted Uses/Development Activities.

(i) Subject to the terms and conditions set forth herein, Lessee may devote the Leased Premises to those uses and activities set forth in Paragraph 2(a), above, and in its implementation of the proposed development, Lessee may devote the Leased Premises to other uses which are normally associated with, incidental to, or are in furtherance of such uses and activities.

(ii) Subject to the provisions of Paragraph 7 hereof, and other applicable laws, rules, regulations, ordinances, or other restrictions in effect at the applicable time hereafter set forth, Lessee may develop the Leased Premises, or any portion thereof, at an intensity and a height not prohibited by such laws, rules, regulations, ordinances, or other restrictions as in effect at the time construction permits are issued, or where no permit is required, at the time construction is commenced. Notwithstanding the foregoing, after a construction permit is issued or after construction is commenced, as applicable, if less restrictive laws, rules, regulations, ordinances or other restrictions are enacted, the Lessee shall only be required to comply with such less restrictive provisions.

(iii) Any use or development not otherwise referred to in this Paragraph 2 proposed to be constructed on the Leased Premises shall be subject to the approval of the Authority.

(iv) The Authority hereby specifically ratifies and confirms that the use of the Leased Premises for the development and operation of a single- or multi-level upscale regional shopping center ("Shopping Center"), with incidental, complementary or related uses (including, without limitation, lighted parking lots and decks), constitutes a permitted use of the Leased Premises. (For the purposes hereof, an "upscale" regional shopping center shall be a regional shopping center that would be comparable, in terms of overall quality of management and operation, to either or both of (1) Cherry Creek, located in Denver, Colorado, and (2) Bellevue Center, located in Nashville, Tennessee, as such centers exist as of the date of this Lease.) Furthermore, the Authority represents to Lessee, its successors and assigns, that, to the best of the Authority's knowledge, neither the Authority, the Federal Aviation Administration, nor any other governmental agency having jurisdiction or authority over the Leased Premises (by virtue of its relationship to the Airport) has promulgated or imposed any laws, rules, regulations, ordinances, or other restrictions that would prevent, restrict or materially impair the development, use or operation of a Shopping Center on the Leased Premises, except to the extent expressly described or set forth in this Lease. The foregoing representation shall not pertain to building codes or other such laws, rules, regulations, ordinances, or restrictions which are applicable to the use or development of all property in the City of Tampa (and not specially applicable to the Leased Premises, by virtue of its being airport-related property, or otherwise).

(c) Permitted Development. Any use or development permitted under this Lease shall be defined as a "Permitted Development".

3. Term

This Lease will be effective when executed by the parties. Thereafter, this Lease will terminate on the last day of 2080. It is understood that this Lease represents a continuation of the term of the



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Restated Lease, as amended, although it is a "New Lease" under the terms and conditions of the Restated Lease, as amended.

#### 4. Construction of Buildings and Improvements

(a) General Provisions. Lessee will use its best efforts during the term of this Lease to construct or cause to be constructed any building, buildings, structures or improvements on the easement areas (if applicable) and on the Leased Premises, or any part or parts thereof as Lessee may deem appropriate, and the same shall be constructed without cost or expense to the Authority and at all times in accordance with the requirements of all laws, ordinances, codes, orders, rules and regulations of all governmental authorities having jurisdiction over the Leased Premises (subject to Paragraph 12(b) below). The Authority shall offer its reasonable cooperation (which shall include, without limitation, the execution of all documents or instruments reasonably required) in connection with Lessee's securing of any approvals, variances, consents, building and other permits and authorizations necessary or desirable from time to time in order to perform any construction permitted hereunder or to develop, operate or use the Leased Premises for any Permitted Development.

(b) Preliminary Site Work. In connection with any construction on the Leased Premises, Lessee will use its best efforts to perform such preliminary site work, such as soil boring tests, clearing, grading, filling or draining, construction of access or service drives and installation of utility lines, as is necessary or desirable for Lessee's improvements to be located on the Leased Premises. Any such preliminary site work may be performed by Lessee, provided such work is performed at no expense to the Authority and in a safe and workmanlike manner.

(c) Approval of Architectural Plans. Subject to the provisions of Paragraph 4(f) below which apply to the development of a Shopping Center on the Leased Premises, prior to commencement of any construction of buildings or major improvements other than a Shopping Center within the Leased Premises, Lessee shall cause to be prepared and submitted to the Authority, at no expense to the Authority, final architectural plans for such buildings. It is contemplated and agreed that such plans may be submitted for portions of the development in increments. Such plans shall be definitive and shall include all necessary working drawings and specifications and shall be drawn in sufficient detail to permit construction in full of the improvements described therein. The Authority agrees not to unreasonably withhold, delay or condition its approval of such final plans and specifications and any objection thereto shall be in writing and state with particularity the reasons therefor. The Authority shall approve such final plans and specifications if they depict construction in a manner consistent with Paragraph 2. Lessee shall submit preliminary schematic architectural plans at the time that Lessee intends to develop all or a portion of the Leased Premises for the purpose of obtaining a determination from the Authority that such preliminary plans are generally consistent with a Permitted Development; the Authority agrees to act reasonably in connection with its making of any such determination. The Authority shall not withhold its approval of the final plans required to be submitted under this subparagraph if such final plans are in substantial conformity with the preliminary plans previously approved by the Authority.

(d) Approval Process. In connection with the submission of the preliminary and final architectural plans provided for in Paragraph 4(c) above, the Authority agrees to either approve or disapprove any such submission by Lessee within sixty (60) days after receipt of such submission and failure of the Authority to respond in writing within such time period shall constitute approval by the Authority of any such submission as to which a response is called for. The Authority shall as expeditiously as possible review such plans by the date of the next regularly scheduled meeting of the Authority following the submission, but shall not be bound to do so. In the event the Authority shall reasonably object to any matter in such plans specifically stating its objections thereto, Lessee shall make such alterations and changes to such plans, as the case may be, as Lessee deems appropriate for the purpose of satisfying any such objections of the Authority and resubmit same to the Authority for its review and approval. Upon receipt of such resubmission, the Authority agrees to either approve or disapprove same within ten (10) days thereafter and failure of the Authority to respond in writing within such time period shall constitute approval by the Authority of such re-submission by Lessee. Such ten (10) day period shall apply to the first and all subsequent resubmissions of said plans, as the case may be.

(e) Proceed with Construction. After approval of the final architectural plans to the extent required hereunder, Lessee will use its best efforts to proceed with the construction of the improvements depicted therein, such construction to be completed in substantial compliance with the approved final plans and specifications and any amendments thereto permitted by this Paragraph 4(e) or approved by the Authority; provided that no deviation from such approved plans shall be permitted that is in conflict with any law or regulation (including regulations of the Authority and the Federal Aviation Administration) regarding aviation safety. Upon completion of any improvement or improvements in accordance with the preceding sentence, such improvement or improvements shall be deemed to be in full compliance with all architectural and

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quality standards set forth in this Lease and shall not be subject to further approval by the Authority. Notwithstanding any other provision of this Lease, changes or variations in the construction from such final plans and specifications shall not require the Authority's further approval, unless such changes or variations (i) cause a material deviation in the exterior appearance of any buildings depicted by such final plans and specifications; (ii) will materially lessen the quality of materials or workmanship as shown in such final plans and specifications; or (iii) will reduce below applicable zoning requirements the minimum amount of parking necessary to properly service such improvements.

(f) Construction of Regional Shopping Center. Notwithstanding the foregoing, the Authority and Lessee acknowledges and agree that if a Shopping Center is to be developed upon the Leased Premises, then the provisions of Paragraphs 4(c), (d) and (e) above shall have no force or effect (except to the extent expressly provided in this Paragraph 4(f)). Rather, in that event, the following provisions shall be applicable, in place of such Paragraphs 4(c), (d) and (e):

(i) Lessee agrees that any Shopping Center to be constructed on the Leased Premises shall be comparable, in terms of overall quality of exterior design and appearance, to either or both of the following shopping centers, as they existed as of May 5, 1994:

- (1) Cherry Creek, located in Denver, Colorado; and
- (2) Bellevue Center, located in Nashville, Tennessee.

The Authority acknowledges that the design, layout, size or appearance of the Shopping Center does not have to be the same as, or similar to, those of the centers listed above; rather, Lessee's agreement in this Paragraph 4(f)(i) relates solely to matters of overall quality of the exterior design and appearance of the Shopping Center, for which the centers listed above will provide an objective standard for comparison.

(ii) Except to the limited extent expressly provided in Paragraph 4(f)(iii) and Paragraph 7 below, the Authority shall receive, but have no right to review or approve any plans or specifications with respect to the Shopping Center. Lessee agrees to provide the Authority, prior to commencement of construction of the Shopping Center, with copies of conceptual plans and drawings with respect to the exterior of the Shopping Center; however, the submission of such items to the Authority shall be for informational purposes only. Lessee shall not be in default under this Lease if Lessee makes any modifications or changes to such plans or drawings for the Shopping Center, nor shall Lessee be in default if the Shopping Center is not constructed in accordance with such plans and drawings; provided, however, that the provisions of this sentence shall not permit Lessee to construct the Shopping Center in violation of the requirements set forth in Paragraphs 4(f)(i) or (ii) hereof.

(iii) Lessee acknowledges that the Authority, in addition to having an interest in quality, has a legitimate interest in preserving aviation use and safety, relative to the airport operations being conducted in the vicinity of the Leased Premises. Accordingly, Lessee agrees that the Authority will have approval rights (which approvals the Authority shall not unreasonably withhold, delay or condition) with respect to the following elements of the Shopping Center: (1) the height of the buildings comprising the Shopping Center (the specifics of which are more particularly addressed in Paragraph 7 below); (2) the layout and general specifications for all exterior lighting fixtures relating to the Shopping Center (including, without limitation, lighting fixtures for the parking areas and internal roadways pertaining to the Shopping Center); and (3) the height and lighting criteria for all exterior signs to be installed on or around the Shopping Center. Accordingly, prior to construction of the particular improvements which are the subject of the Authority's rights hereunder, Lessee shall cause to be prepared and submitted to the Authority, at no expense to the Authority, final plans and specifications for such improvements; the approval process with respect to those final plans and specifications shall be comparable to that set forth in Paragraphs 4(c) and (d) above. Moreover, after approval of the subject plans and specifications by the Authority, Lessee's rights and obligations with respect to the construction and modification of such improvements shall be comparable to those set forth in Paragraph 4(e) above. The Authority covenants and agrees that it will not unreasonably withhold, delay or condition its approval with respect to any of the elements described in this Paragraph 4(f)(iii), or with respect to any plans and specifications relating thereto; moreover, the Authority further acknowledges and agrees that the sole criteria by which it will assess any submissions by Lessee hereunder shall be the extent to which Lessee's proposed development will materially adversely affect aviation use or safety at the Airport. In no event shall the provisions of this Paragraph 4(f)(iii) provide the Authority with any approval rights whatsoever with respect to any element of the interior of the Shopping Center; provided, however, the absence of such prior review of interior

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plans by the Authority shall not preclude or limit the Authority's right to prohibit or restrict any such interior element insofar as such interior element may adversely affect aviation use safety at the Airport.

The provisions of this Paragraph 4(f) shall be applicable not only in connection with the initial construction of the Shopping Center, but also in connection with any subsequent alteration, renovation, expansion or modification thereof, notwithstanding any provisions in this Lease to the contrary.

(g) Mechanics' Liens; Surety Bond. In the event any mechanic's, laborer's, materialmen's or other lien shall be filed against any portion of the Leased Premises for any work, labor or materials furnished to the Leased Premises, then within sixty (60) days after written notice from the Authority, Lessee shall cause any such lien to be discharged of record by payment, bond or otherwise or post with a reputable title company or other escrow agent acceptable to the Authority, security reasonably satisfactory to the Authority to secure payment of such lien, if necessary, while Lessee contests to conclusion the claim giving rise to such lien. Lessee shall cause to be furnished a surety bond issued by a surety company licensed to transact business in the State of Florida and satisfactory to and approved by the Authority with Lessee's contractor or contractors as principals, in a sum not less than one hundred percent (100%) of the total cost of the contract or contracts for the construction of the buildings, structures, improvements and facilities included therein, guaranteeing the prompt payment to all persons supplying labor, materials, provisions, supplies and equipment used directly or indirectly by the said contractor, subcontractor(s) and suppliers in the prosecution of the work provided for in said construction contract and protecting the Authority and its property from any liens, liability, losses or damages arising therefrom. In lieu of the foregoing surety bond, Lessee may, if permitted by law, furnish a letter of credit or other form of security, which meets the approval of the Authority, which letter of credit or other security shall be approved if it provides security equal to that provided by a surety bond. If a Shopping Center is to be developed on the Leased Premises, then the Lessee constructing the Shopping Center shall be permitted to provide the Authority, in lieu of the surety bond (or alternative security) specified above, with such other reasonable security as is permitted under applicable law.

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(h) Construction Schedule. Lessee shall use its best efforts to complete construction of 1,000,000 square feet of gross building area of one or more of the uses described in Paragraph 2 within sixteen (16) years from the full execution of this Lease. If such amount of development is not completed within the above stated time, then the Authority and Lessee shall negotiate and agree upon a reasonable development schedule to be implemented by Lessee. Such development schedule shall only apply to areas that have not been planned for or developed, exclusive of areas planned for open space, greenbelt, and/or infrastructure (including stormwater management) uses and no penalty shall apply with respect to areas previously developed or under construction.

5. Rental

(a) Definitions:

(i) The "Land Rent" shall be One Hundred Twenty Six Thousand Five Hundred Four and 00/100 (\$126,504.00) Dollars (which amount represents an allocation of the Land Rent under the Restated Lease between this Lease and the Restated Lease, as amended, on the basis of the allocation of the development rights between the land which is the subject of the two leases and the first 5% escalation) [\$200,000 x 60.24% x 1.05%] and shall be increased by five percent (5%) at the expiration of every ten (10) calendar year period, with the first such increase taking effect January 1, 2008.

(ii) (1) The "Development Rent" shall be forty cents (40¢) per Gross Floor Area Foot per annum, except that if a Shopping Center is developed on the Leased Premises, then the "Development Rent" for the Shopping Center shall be forty cents (40¢) per Gross Leasable Area Foot per annum; provided, however, that the Development Rent for each Gross Floor Area Foot and each Gross Leasable Area Foot, as the case may be, shall be discounted after the completion of the Gross Floor Area Foot or the Gross Leasable Area Foot, as the case may be, as follows:

First twelve months	65.66%
Second twelve months	33.33%
Third twelve months and thereafter	0.00%

(2) "Gross Floor Area Foot" shall be a square foot of enclosed area on any floor of a building or buildings constructed after the date of this Lease which remains in existence thereafter, measured from the outside faces of the exterior walls, including halls, lobbies, arcades, stairways, elevator shafts, enclosed porches and

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balconies and any below grade floor areas used for access and storage. Not countable as a Gross Floor Area Foot shall be any square foot which is part of any open terrace, patio, atrium, balcony, breezeway or area provided for surface and structured parking.

(3) "Gross Leasable Area Foot" shall be a Gross Floor Area Foot which is designed for tenant occupancy and exclusive use, measured from the center line of any joint partitions and from the inside faces of any exterior walls. Thus, by way of illustration and not as a limitation, not countable as a Gross Leasable Area Foot shall be any court or courtyard, main corridor, service corridor, or other indoor common area of the Shopping Center.

(4) In any calendar year in which a Gross Floor Area Foot or a Gross Leasable Area Foot is not in existence for the entire calendar year, the amount of Development Rent payable with respect to that Gross Floor Area Foot or Gross Leasable Area Foot (as the case may be) for that calendar year, shall be pro-rated based on the ratio of the number of days in the calendar year that the Gross Floor Area Foot or Gross Leasable Area Foot shall be in existence to the total number of days in the calendar year.

(5) A Gross Floor Area Foot or Gross Leasable Area Foot will come into existence with respect to any improvement constructed after the date of this Lease on the date that a permanent certificate of occupancy is issued with respect to that improvement.

(b) Annual Rent.

(i) The Lessee shall pay the Authority each calendar year the sum of the Land Rent and the Development Rent (the "Annual Aggregate Land and Development Rent") for that calendar year.

(ii) Prior to the execution of the First Amendment to the Second Amended and Restated Lease, the Second Amended and Restated Lease contained provisions providing for the payment of "Annual Minimum Rent" and for a credit equal to the amount by which the Annual Minimum Rent exceeded the Annual Aggregate Land and Development Rent in any year which credit was to be applied to the portion of Annual Aggregate Land and Development Rent in excess of the applicable Annual Minimum Rent in any subsequent year. The amount of the total unused credit under the Restated Lease is One Million Four Hundred Fifty Thousand Dollars (\$1,450,000.00) all of which is hereby allocated to this Lease. This credit shall be applied to, and shall reduce the portion of the Annual Aggregate Land Rent and Development Rent payable hereunder in excess of

(i) \$542,160.00 for 1998; and (ii) \$602,400 thereafter, until the entire credit is used.

(c) Monthly Rental Payment. Rentals for any calendar year shall be paid monthly to Authority in the following manner:

(i) One-twelfth (1/12) of the Land Rent plus a sum which equals One-twelfth (1/12) of any Development Rent which becomes due during any calendar year shall be payable on the first day of each month, in accordance with Paragraph 5(a)(i) above.

(ii) To the extent that the amount paid annually pursuant to Paragraph 5(c)(i) above is less than the total annual rent due for the calendar year as calculated under Paragraph 5(b) above, the deficiency shall be paid within one (1) month of the end of the calendar year.

(iii) To the extent that the amount paid annually pursuant to Paragraph 5(c)(i) above is in excess of the total annual rent due for the calendar year as calculated under Paragraph 5(b) above, the overpayment shall be applied toward and be a credit against the next succeeding monthly payment or payments until the amount of such overpayment has been recovered by Lessee.

(d) Late Payments. Without waiving any other right or action available to the Authority in the event of default in payment of fees and rentals hereunder, in the event that Lessee is delinquent for a period of thirty (30) days or more in paying to the Authority any rental or fee payable to the Authority pursuant to this Lease, Lessee shall pay to the Authority interest thereon at the rate of fifteen percent (15%) per annum from the date such item was due and payable until paid. Such interest shall not accrue with respect to disputed items being contested in good faith by Lessee, in which event the legal rate of interest shall prevail; provided that in

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such event, said rate shall not exceed 15%. (The present legal rate of interest in the State of Florida is twelve percent (12%)).

**5. Off-Site Areas**

(a) Access Road. It is hereby agreed that the Authority will permit Lessee and its tenants, guests and invitees the non-exclusive use of the access road, which is located on the Authority's property and runs within two hundred (200) feet of the western boundary line of the Restated Leased Premises and runs to the terminal complex, and will permit Lessee to operate Lessee's own transportation services on said road between the Leased Premises and the Terminal Complex at the Airport. The foregoing permit shall continue throughout the term of this Lease, for so long as the subject access road is used (or kept open for use) as such by the Authority; if the Authority relocates the access road, then the permit granted hereunder shall automatically shift over and apply to the access road as relocated by the Authority. The Authority further agrees to grant to Lessee, by separate recorded instruments, a nonexclusive easement upon property of the Authority not leased to Lessee, for the purpose of establishing a connecting roadway between the Leased Premises and said access road, all costs of construction of said connecting roadway to be paid by Lessee and costs of maintenance by the Authority (such maintenance to be consistent with Hillsborough County standards, as described below). The connecting roadway shall be generally located along the northerly boundary of the land described in Exhibit B of the Restated Lease and shall run from Westshore Boulevard to the access road. The exact location of said connecting roadway shall be determined by mutual agreement of the parties and upon the request of Lessee. All such permits and easements over the road described herein shall be for the benefit of the entire Leased Premises. Subject to the provisions of this Section 5(a), and except as provided herein, the permit and easements contemplated hereunder are irrevocable, for the term of this Lease, and the burdens and benefits thereof shall run with the land. If the Authority makes any changes in the access road which is the subject of the permit contemplated hereunder, then the Authority and Lessee will amend the easements contemplated hereunder (and Lessee will have the right to relocate the connecting road in the easement areas), as and to the extent reasonably necessary to enable Lessee to continue to use the modified access road, as provided herein.

(b) Westshore Boulevard and Columbus Drive. The Authority hereby grants to Lessee nonexclusive easements, for the benefit of the entire Leased Premises, over and across those portions of Westshore Boulevard and Columbus Drive which are adjacent to the Restated Leased Premises, and which are owned by the Authority. Such nonexclusive easements shall be for the purposes of providing vehicular and pedestrian access to the Leased Premises, and for such other purposes as are provided for in other easement agreements currently covering such easement areas. Except as otherwise provided in Paragraph 5(b)(iii) below, the Authority shall be responsible for maintaining the easement areas in good order, condition and repair (in accordance with Hillsborough County standards for roadways available for use by the general public), at the Authority's sole cost and expense. The easements granted hereunder are irrevocable, for the term of this Lease, and the burdens and benefits thereof shall run with the land. Furthermore, if a Shopping Center is developed on the Leased Premises, then the easements granted hereunder shall include the following additional rights and obligations:

(i) In connection with the development of a Shopping Center on the Leased Premises, the Authority covenants and agrees to make such improvements, at its sole cost and expense, as are required in order for the Authority's portions of Westshore Boulevard and Columbus Drive to satisfy Hillsborough County standards for roadways available for use by the general public. Such improvements may include, without limitation, repaving the roadways, widening the roadways, improving drainage from and within the roadways, and installing public water and sewer lines in the rights-of-way for Westshore Boulevard and Columbus Drive. The Authority shall cause all of the work contemplated in this Paragraph 5(b)(i) to be completed prior to the time that construction of the Shopping Center is opened to the public for its intended purpose. The foregoing shall not be construed so as to require the Authority to make any special improvements to the subject portions of Westshore Boulevard or Columbus Drive in order to accommodate the needs of the Shopping Center, or to comply with requirements imposed by government bodies, which have jurisdiction over the roadways, as a result of the development of the Shopping Center or uses set forth in Paragraph 2 hereof.

(ii) In order to control and preserve the orderly flow and management of traffic within the easement areas, Lessee shall have the right, at any time and from time to time, to modify and/or expand the improvements located on those portions of the easement areas situated between (1) the intersections of the easement areas and the public roads situated adjacent to the Leased Premises, and (2) the entrance/exit roads within the Leased Premises itself. The Authority shall not be responsible for paying any of the costs associated with any such modification and/or expansion of the improvements within the easement areas. If Lessee needs to expand or relocate any such

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improvements outside of the rights-of-way previously established for Westshore Boulevard and Columbus Drive, then the Authority shall not unreasonably withhold, delay or condition its consent thereto, and shall execute such documents as are reasonably required to expand or relocate the rights-of-way. Any such modification and/or expansion of the improvements in the easement areas shall not deprive the public of the right to utilize the roadways and easement areas for their intended purposes (except that temporary interruptions in use may be permitted, during periods of construction or maintenance of the improvements in the easement areas). Lessee recognizes that the Authority is required to maintain the roads for the benefit of public ingress and egress, and the Authority covenants and agrees that it shall not grant any other person or entity any rights in and to the easement areas that would be inconsistent with the rights granted to Lessee hereunder, nor shall the Authority make any changes in any of the roads which are the subject of the easements contemplated hereunder, without (in each such case) Lessee's prior written consent (which shall not be unreasonably withheld, delayed or conditioned).

(iii) If Lessee modifies or expands the improvements in the easement areas, as provided above, then Lessee shall thereafter have the right and obligation of maintaining those portions of the easement areas in good order, condition and repair. (Such maintenance obligation shall not extend to any utility facilities located in the easement areas which do not service the Leased Premises.) Such maintenance work shall be performed at Lessee's sole cost and expense; provided, however, that the Authority shall reimburse Lessee, within thirty (30) days of Lessee's demand therefor, for the Authority's equitable share of such maintenance costs. (The Authority's "equitable share" shall be equivalent to what the Authority would have paid to maintain the portions of those roadways which existed before Lessee improved the same; thus, the Authority shall not be obligated to reimburse Lessee for costs of maintaining any expanded or additional roadways or improvements constructed by Lessee.) If Lessee fails to maintain the subject portions of the easement areas, and such failure continues after notice to Lessee and the expiration of the applicable cure periods provided in Paragraph 15 below, then the Authority shall have the right, at its sole option, to assume the maintenance of the subject portions of the easement areas, and Lessee shall reimburse the Authority for its costs incurred in connection with the same.

Lessee and the Authority acknowledge that the easements granted in this Paragraph 5(b) are nonexclusive easements; accordingly, the Authority shall have the right, at its sole option, to continue to use the easement areas for its own purposes, to grant additional easements to others in, on, over and across the easement areas created hereunder, and/or to make improvements in or changes to the subject easement areas or the roads within the same, provided that (in each such case) (1) Lessee's use of the easement areas for the purposes set forth above is not restricted or interfered with, and (2) no changes are made to those portions of the easement areas which are improved by Lessee (pursuant to Paragraph 5(b)(iii) above), without Lessee's prior written consent.

(c) Fuel Tank Farm. The Authority acknowledges that it has installed but has now abandoned a fuel tank farm on land owned by the Authority, located immediately north of Columbus Drive and the Leased Premises. The Authority further acknowledges that there was a release of fuel from the tank farm, resulting in the contamination of the soil and groundwater in the vicinity of the tank farm; this contamination is currently the subject of a remediation program being pursued by the Authority. As a result of these matters, the Authority hereby covenants and agrees with Lessee, its successors and assigns, as follows:

(i) The Authority has already removed the tanks, and will expeditiously prosecute the remediation of the existing contamination to completion, at no cost or expense to Lessee.

(ii) The Authority will place monitoring wells in the vicinity of the former fuel tank farm. Should it ever appear that the contamination product is migrating toward the Leased Premises, the Authority will take immediate steps to remediate the contamination to completion and/or protect the Leased Premises from such contamination, at no cost or expense to Lessee.

7. Height Restrictions and Aircraft Using Airport.

(a) Lessee's Restrictions. Lessee will not construct any building or structure on the Leased Premises in violation of applicable height limitations or restrictions which are currently in effect, as enacted by the Authority, the United States of America, the State of Florida, the City of Tampa or the County of Hillsborough nor will Lessee allow any object of natural growth to exceed or be in violation of any such limitation or restriction. If less restrictive height limitations or restrictions are enacted in the future, then Lessee shall only be required to comply with such less

restrictive height limitations and restrictions. The Authority represents to Lessee that the height restrictions currently enacted by the Authority will permit Lessee to construct buildings and structures on the Leased Premises of at least seventy-five feet (75') in height; moreover, the Authority will not disapprove a proposed building or structure for the Leased Premises (pursuant to Paragraph 4 above) on the basis of height, as long as the proposed height of such building or structure is below the maximum set forth in the Authority's restrictions. Lessee shall have the right to apply for and obtain, if granted, any variance or exception to such restrictions or limitations (and the Authority shall not unreasonably withhold, delay or condition its consent to any such variance or exception requested by Lessee, but this shall not bind the Authority to grant any variance or exception) or claim the benefit of any applicable changes in such restrictions or limitations. In no event will Lessee be required pursuant to this Paragraph to agree to a change in the use, or to a reduction in the size of the Leased Premises or to a material reduction in the privileges and rights granted under this Lease or to demolish, alter or reduce in size any building or structure erected on the Leased Premises in accordance with this Lease. Subject to the preceding sentence, Lessee shall not allow any installation or operation of electronic devices which would in any way interfere with the safe conduct of the flight of aircraft near the Leased Premises or their use of said Airport, and further, that Lessee is to make no use of the said Leased Premises which would in any way interfere with the safe conduct of the Airport or aircraft operations. It is understood that the governmental entity charged with enforcing such restrictions is to make all determinations as to whether or not such an interference does or might exist in the use or occupation of the said Leased Premises, provided that (i) nothing herein shall preclude Lessee from contesting any such determination during which such alleged interference will not be maintained or allowed to exist, and (ii) the Authority hereby conclusively and irrevocably agrees that the development, use and operation of a Shopping Center on the Leased Premises will not constitute a use of the Leased Premises that would in any way interfere with the safe conduct of the Airport or aircraft operations. It is further understood and agreed by Lessee that the Leased Premises are in an area near which aircraft will operate at low altitudes or on the Authority's Airport and that Lessee hereby waives any claims, demands, losses, damages, liabilities, or causes of action of every kind and character or nature which it may have against the Authority or any other government agency by virtue of said aircraft landing or taking off from or using the Airport, including noise, vibration, fall out or other in connection therewith; provided, however, that such waiver shall not extend to claims Lessee may be able to pursue against non-governmental third parties. Nothing in this Paragraph shall be construed to prevent Lessee from contesting the validity or applicability of any limitations or restrictions which may be promulgated in the future and nothing herein shall preclude Lessee from asserting that it has acquired vested rights, as provided by law, in contesting the enforcement of any limitation or restriction against Lessee.

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(b) The Authority's Restrictions. The Authority covenants and agrees that from and after the date on which development is commenced on the Leased Premises, it will not establish or permit any approach zones or surfaces for aircraft using the Airport which would result in such aircraft flying over the Leased Premises. The Authority further agrees to use its best efforts to insure that individual aircraft, flying outside of established approach zones and surfaces for the Airport, do not fly over the Leased Premises.

#### B. Alterations

Subject to the provisions of Paragraph 4, Lessee shall have the right, at all times during the continuance of this Lease and at its own cost and expense, to (i) make such changes, improvements, alterations and additions to the Leased Premises and any buildings and improvements erected thereon, (ii) erect and expand such buildings and/or improvements thereon as Lessee may desire and (iii) demolish any buildings, improvements and/or structures that are now or hereafter situated thereon. With respect to the demolition or removal of any improvements now or subsequently located on the Leased Premises, no consent of the Authority shall be required.

Notwithstanding anything to the contrary in this Paragraph or in Paragraph 4 to the contrary, Lessee may make such changes, improvements, alterations and additions to those structures which exist on the Leased Premises on the date of this Lease as Lessee may desire and no consent or approval of the Authority shall be required thereto; but this grant of right shall not permit Lessee to act in conflict with any law or regulation (including regulations of the Authority and the Federal Aviation Administration) regarding aviation safety.

#### B. Signs

Lessee shall not permit, allow, or cause to be erected, installed, maintained, painted, or displayed on the exterior of any building or improvement located upon the Leased Premises or any part thereof any sign, lettering, placard, announcement, advertising media or advertising material of any kind whatsoever, without the prior written approval of the Authority; provided, however, that the Authority shall approve identifying signs traditionally used by occupants of the Leased Premises if they are consistent with a first quality development; and provided further, however, that if a Shopping Center is developed on the Leased Premises, then the Authority shall be deemed to have approved any sign that is consistent with



the signage height and lighting criteria that has then been approved by the Authority pursuant to Paragraph 4(f)(iii) above. In no event shall any sign be permitted that conflicts with any law or regulation (including regulations of the Authority and the Federal Aviation Administration) regarding aviation safety, which law or regulation is in effect at the time that the subject sign is first proposed to be constructed or installed. Lessee may require that any required approval under this Paragraph 9 shall be provided following the same process and time periods as specified in Paragraph 4(d). It is understood that Lessee, its subtenants and assigns shall require the use of signs at various places on the Leased Premises and it is especially recognized that inasmuch as the Leased Premises will be developed in distinct uses, as described in Paragraph 2, signage will be required for each use and/or activity on the Leased Premises, and in consideration of the foregoing, the Authority shall not unreasonably withhold its approval. Lessee shall not permit, allow, or cause to be used in or at the Leased Premises any advertising media or device such as phonographs, radios, public address system, sound production or reproduction devices, changing, flashing, flickering, or moving lights or lighting devices or any similar devices, the effect of which shall be visible or audible from the exterior of said Leased Premises. Any sign which is approved by the Authority as part of the approval procedures set forth in Paragraph 4 shall be deemed approved for purposes of obtaining an approval required under the provisions of this Paragraph, but nothing contained in this Paragraph 9 shall require Lessee to seek approval of signs under the procedures set forth in Paragraph 4.

#### 10. Maintenance and Repairs

Lessee accepts the Leased Premises on an "as is" basis. It is the intention of the parties hereto that the rent for the term of this Lease shall constitute a net return to the Authority, free of any expense, charge or other deduction whatsoever with respect to the Leased Premises or any improvements, fixtures, or equipment which may now or hereafter exist upon the Leased Premises, except as otherwise provided in this Lease. Accordingly, except as otherwise provided herein, Lessee shall, at its sole cost, keep and maintain the Leased Premises and improvements in good order and in a good, safe and presentable condition consistent with good business practices, throughout the term of this Lease, reasonable wear and tear and damage by fire or other casualty excepted.

#### 11. Compliance with the Authority's Development Standards and Construction Requirements

Any development and construction on the Leased Premises shall at all times comply with the Authority's Development Standards and Construction Requirements which are set forth in Exhibit B, attached hereto and incorporated herein by reference. Lessee shall require its contractors and all subcontractors to also comply with such Development Standards and Construction Requirements to the extent applicable to their work. Lessee shall keep the Leased Premises and any improvements thereon free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by or on behalf of Lessee except as provided in (and subject to the provisions of) Paragraph 4(g), above. It is agreed that should this Lease contain provisions which are in conflict with the Development Standards and Construction Requirements, then the provisions of this Lease shall prevail.

#### 12. General Obligations.

##### (a) Lessee's Obligations. Lessee covenants and agrees:

(i) to pay or cause to be paid the rent and other charges herein reserved at such times and places as the same are payable;

(ii) to pay or cause to be paid all charges for water, gas, electric power and sewerage service, if any, during the term of this Lease, for which it contracts. It is understood that the Authority shall not be responsible for bringing any utilities on or to the Leased Premises;

(iii) except as otherwise provided herein, to keep and maintain the Leased Premises in good condition, order and repair during the term of this Lease, reasonable wear and tear and damage by fire or other casualty excepted, and to surrender the same upon the expiration of said term in the condition in which they are required to be kept;

(iv) to observe and comply with any and all requirements of the constituted public authorities and with all federal, state or local statutes, ordinances, regulations and standards applicable to Lessee or its use of the Leased Premises, provided, however, that nothing herein shall preclude Lessee from taking appropriate legal action to contest the validity or application of any such requirements, statutes, ordinances, regulations or standards;

(v) to pay or cause to be paid all taxes assessed or imposed by any governmental authority upon Lessee's leasehold interest hereunder, upon the land underlying the Leased Premises or upon any building or other improvement erected or



installed on the Leased Premises during the term of this Lease, subject, however, to the provisions of Paragraph 26 below, it being understood that if any tax or assessment may, at the option of the taxpayer, be paid in installments, Lessee shall have the right to exercise such option and shall, in such event, pay all installments as they fall due, together with any interest thereon;

(vi) that it will comply with all applicable laws of the United States of America, of the State of Florida, the ordinances and zoning regulations of the City of Tampa, and the height zoning regulations and development standards of the Authority, as and to the extent provided in Paragraph 11 above (and subject to the provisions of Paragraph 7(a) above, establishing permissible height limitations); provided, however, that nothing herein shall preclude Lessee from taking appropriate legal action to contest the validity of or application of any such laws, ordinances, regulations, requirements or standards. The Authority shall cooperate with Lessee, and accommodate all reasonable requests of Lessee, in connection with any such contest by Lessee.

(vii) that it will procure and keep, or cause to be procured and kept, in force during the term of this Lease all necessary occupational licenses and permits as are required by law for the Lessee's operations on the Leased Premises;

(viii) that it will use the Leased Premises only for legitimate purposes, including the purposes hereinbefore described, and any other purposes allied thereto, that Lessee may deem desirable or necessary, and as are consistent with the use of the Leased Premises under the covenants and conditions of this Lease;

(ix) that it shall allow the Authority reasonable access to the Leased Premises during normal business hours and after reasonable notice if and to the limited extent required to prevent Lessee from committing waste on the Leased Premises; provided, however, that in exercising such right of access, the Authority will not inconvenience, or interfere with the occupancy of, any sublessee, licensee, tenant or occupant of the Leased Premises, or any building erected thereon, or any portion of such Premises or building;

(x) that at the termination of this Lease by lapse of time or otherwise it will yield up and surrender immediate possession of the Leased Premises to the Authority and upon failure to do so shall thereafter be considered as a tenant at sufferance and anything contained in this subparagraph shall not be held as a waiver by the Authority of any right of reentry as is hereinafter provided, nor shall the receipt of rent or any part thereof or any other act in apparent affirmation of the tenancy operate as a waiver of the right to declare this Lease terminated and the term hereby granted as at an end for the period remaining still unexpired by reason of any subsequent breach of the covenants and conditions as are herein contained; and

(xi) that it shall provide for the complete and proper arrangement for the adequate handling of all trash, garbage and other refuse caused as a result of the operation of the Leased Premises and shall provide for its timely removal therefrom. Lessee shall provide for the use of suitable receptacles for all garbage, trash and other refuse on or in connection with the Leased Premises.

(b) The Authority's Obligations. In addition to the other obligations set forth for the Authority under this Lease, the Authority further covenants and agrees that it will not:

(i) assess or impose any taxes upon the Leased Premises, any buildings or improvements constructed thereon, or upon Lessee or any other occupant of the Leased Premises, it being understood and agreed that the Authority may collect sales taxes on rentals, as and to the extent required of landlords generally under applicable state law;

(ii) impose any ordinance, regulation, code or restriction (whether for zoning or otherwise) that would be applicable to the Leased Premises, any buildings or improvements constructed thereon, or upon Lessee or any other occupant of the Leased Premises, except for height zoning ordinances (which would, in any event, preserve the permissible height of seventy five feet (75'), as described in Paragraph 7(a) above);

(iii) exercise any condemnation, eminent domain or similar right or power with respect to the Leased Premises, any buildings or improvements constructed thereon, or any portion thereof or with respect to any of the off-site easement areas contemplated hereunder;

(iv) take any other action with respect to the Leased Premises, of any kind or nature whatsoever, which the Authority may have the power to take by virtue of its being

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a governmental agency, if such action would adversely affect Lessee, the Leased Premises, any buildings or improvements constructed thereon, or any occupant thereof, or

(v) modify or amend any rule, regulation, restriction, order or standard affecting the Leased Premises, without the prior written consent of Lessee (which shall not be unreasonably withheld, delayed or conditioned).

### 13. Title to Improvements.

Title to all fixed improvements including landscaping existing, constructed or installed on the Leased Premises by Lessee shall at all times during the term of this Lease remain in Lessee. Title to all furniture, equipment and trade fixtures, purchased or constructed by Lessee, shall at all times remain in Lessee. Lessee shall have no obligation to remove any or all improvements on the Leased Premises upon the expiration or sooner termination of this Lease.

### 14. Quiet Enjoyment

The Authority covenants and warrants to Lessee that Lessee, its subtenants and assigns, where applicable, shall peaceably have, hold and enjoy the Leased Premises and appurtenances thereto and all facilities, rights, licenses and privileges granted herein throughout the entire term of this Lease, without interference from the Authority or any other person or entity, subject only to the Authority's dispossession rights pursuant to the default provisions of this Lease, and except to the extent specifically provided to the contrary in this Lease.

### 15. Default and Remedies

(a) Lessee's Events of Default: The following events shall constitute "Events of Default" by Lessee under this Lease:

(i) The material breach by Lessee of any of Lessee's covenants or agreements herein contained including the events described in Paragraph 15(a)(i), and the failure of Lessee to remedy such breach within the applicable time periods, as hereinafter provided; provided, however, the Authority may not exercise any of the remedies specified in Paragraph 15(b) below for failure of Lessee to proceed with construction as specified in Paragraph 4(h) above, it being mutually understood and agreed that the remedy for such failure shall be exclusively as provided in said Paragraph 4(h). In the event of such material breach the Authority shall give Lessee notice in writing to correct such breach, and if such breach shall continue for 120 days after the receipt of such notice by Lessee, the Authority may, after the lapse of the said 120 day period, declare such breach to be an Event of Default by Lessee hereunder; provided, however, that if the nature of the default is such that it cannot reasonably be cured within such 120 day period, then Lessee shall have such additional time as is reasonably necessary to diligently pursue the curing of such default.

(ii) Insofar as permitted by law, the filing by Lessee of a voluntary petition in bankruptcy, or failure by Lessee within sixty (60) days to lift any execution, garnishment or attachment of such consequence as will impair its ability to carry on its operations at the Leased Premises (unless it is contesting such action in good faith), or the adjudication of Lessee as a bankrupt, or general assignment by Lessee for the benefit of its creditors, or the approval by a court of competent jurisdiction of a petition applicable to Lessee in any proceeding for its reorganization instituted under the provisions of the general bankruptcy act, as amended, or under any similar act which may hereafter be enacted, which (in the case of any such adjudication or approval) remains unvacated or unstayd or results in the Lease not being affirmed for more than sixty (60) days.

(b) Remedies. Except as provided in Paragraph 15(c) below and in Paragraph 4(h) above (relating to failure of Lessee to proceed with construction), whenever any Event of Default as to Lessee referred to above shall have happened and be subsisting beyond all applicable notice and cure periods specified in this Lease (including, without limitation, those provided in Paragraph 15(a) above and Paragraph 17 below), the Authority may take any one or more of the following remedial steps against Lessee:

(i) The Authority may reenter and take possession of the Leased Premises without terminating this Lease, and sublease (or operate) the facility for the account of Lessee, holding Lessee liable for the difference between the rents and other amounts payable by Lessee hereunder and the rents and other amounts payable by such sublessee in such subleasing, or, if operated by the Authority, the difference between the net revenues received from such operations, and the rents and other amounts payable by Lessee hereunder.

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(ii) The Authority may terminate this Lease and exclude Lessee from possession of the Leased Premises, whereupon all further obligations of the Authority and Lessee hereunder shall cease and terminate.

(iii) The Authority may take whatever other action at law or in equity as may appear necessary or desirable to collect the rent then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of Lessee under this Lease.

(c) Limitations on Exercise of Remedies. Notwithstanding anything contained in this Paragraph 15 to the contrary, the Authority acknowledges and agrees as follows:

(i) Upon the occurrence of an Event of Default by Lessee, the Authority will not exercise any of the rights and remedies available to it as a result thereof unless and until the Authority has provided all of the notices required under Paragraph 17 below, and all of the cure periods specified in such Paragraph 17 have expired without the subject Event of Default having been cured, and the Authority has complied with all of its other obligations set forth in Paragraph 17 below.

(ii) The Authority will not exercise any of the rights and remedies available to it as a result of any Event of Default by Lessee if the Authority is then in default under this Lease.

(iii) The Authority will not exercise its rights to reenter the Leased Premises and/or to terminate this Lease following an Event of Default by Lessee (as provided in subparagraphs (i) and (ii) of Paragraph 15(b) above), unless the Event of Default at issue involves a material breach by Lessee of a material covenant under this Lease (e.g., Lessee's obligation to pay rent, as provided in Paragraph 5 above).

(iv) If any Event of Default under this Lease (other than a monetary default) results from any act or omission of any person or entity other than Lessee (including, without limitation, any subtenant of the Leased Premises), then the same shall not constitute an Event of Default by Lessee hereunder, provided that Lessee attempts in good faith and with reasonable diligence to cause such other person or entity to correct the act or omission giving rise to the claimed Event of Default hereunder.

(v) If any Event of Default of Lessee (or any material breach of this Lease by Lessee, which has not yet become an Event of Default hereunder) is cured by any person or entity other than Lessee, then the Authority shall accept such cure for the benefit of Lessee, and shall consider the cure as having been effectuated by Lessee, for all purposes under this Lease. The provisions of this Paragraph 15(c)(v) shall not apply if and to the extent that the Authority, pursuant to the exercise of its self-help rights, is the party that cures the subject Event of Default of Lessee hereunder.

(d) Default by the Authority. Lessee may cancel this Lease and terminate all of its obligations hereunder at any time that Lessee is not in default in the payment of any rentals, fees or charges to the Authority hereunder by giving the Authority 120 days advance written notice to be served as hereinafter provided, upon or after a material breach by the Authority of any of the covenants or agreements herein contained and the failure of the Authority to remedy such breach for a period of 120 days after receipt from Lessee of written notice to remedy same, such cancellation right to be in addition to any other rights or remedies Lessee may have hereunder or at law or in equity by reason of such uncured material breach by the Authority hereunder (such other rights and remedies to include, without limitation, the right to offset amounts due from the Authority to Lessee from the rent and other amounts payable hereunder by Lessee to the Authority).

(e) Expenses of Enforcement. In the event there should be a claimed default under any of the provisions of this Lease and the Authority or Lessee, as the case may be, should determine that the services of an attorney are required or the Authority or Lessee incurs other expenses for the collection of rent or the enforcement of performance or observance of any obligation or agreement, the defaulting party or the party asserting unsuccessfully a claimed default as the case may be, agrees that it will, on demand therefor, pay the reasonable and necessary fee of the other party's attorneys and other reasonable and necessary expenses so incurred.

(f) Remedies Non-Exclusive; Waivers. Except as provided in Paragraph 15(c), above, and in Paragraph 4(h), above (relating to failure of Lessee to proceed with construction), no remedy herein conferred upon or reserved to the Authority or Lessee is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or hereafter

existing under law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle either party to exercise any remedy reserved to it in this Paragraph 15, it shall not be necessary to give any notice unless such notice is expressly required herein or by law. In the event any covenant contained in this Lease should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

**16. Condemnation**

(a) Allocation of Award. The Authority agrees and acknowledges that the interest of Lessee herein and its rights hereunder constitute a valuable property interest which would be affected adversely by any condemnation or other exercise of the power of eminent domain by any governmental authority, or person, firm or corporation acting under governmental authority, or by agreement in lieu thereof, and that nothing in this Lease shall be construed as a waiver by Lessee of any claim or damage against any condemnor exercising such power of eminent domain. In the event of any taking of a part or all of the Leased Premises by condemnation or other exercise of the power of eminent domain, the condemnation award (or the amount agreed upon in lieu of an award in condemnation) shall be equitably apportioned as follows:

(i) In the event of a taking of all or substantially all of the Leased Premises (to be determined as provided in Paragraph 16(b) below), first, there shall be paid to the Leasehold Mortgagee(s) (as hereinafter defined) having a lien in respect of all of the Leased Premises, or the portion taken, an amount(s) equal to the unpaid principal balance(s) of such Leasehold Mortgage(s) plus all accrued and unpaid interest thereon; second, there shall be paid to Lessee an amount(s) equal to the value of its fee title estate in the improvements so taken (net of the Leasehold Mortgage(s) paid out of the condemnation award); and third, the balance of such award shall be equitably apportioned between the Authority and Lessee, subject to Paragraphs (b) and (c) of this Paragraph 16, so that the Authority receives the value of its reversionary interest, and Lessee the value of its leasehold estate in the Leased Premises so taken; and

(ii) In the event of a taking of less than substantially all of the Leased Premises, then, subject to the requirements of the Leasehold Mortgagee(s), the condemnation award shall be distributed as follows: first, there shall be paid to Lessee an amount equal to the cost of restoring and repairing all the damages to the remaining portion of the Leased Premises and the buildings and improvements thereon; second, there shall be paid to Lessee an amount(s) equal to the value of its fee title estate in the improvements so taken; and third, the balance of such award shall be equitably apportioned between the Authority and Lessee, subject to Paragraphs (b) and (c) of this Paragraph 16, so that the Authority receives the value of its reversionary interest, and Lessee the value of its leasehold estate in the Leased Premises so taken. The Annual Minimum Rent and Land Rent payable hereunder after any such taking shall be reduced proportionately, based on the ratio of the land area of the Leased Premises remaining after the taking to the total land area of the Leased Premises prior to the taking, as provided in Paragraph 17(a) below.

(b) Termination of Lease. If all of the Leased Premises shall be taken by a condemnation or otherwise by a governmental authority, Lessee's obligations hereunder shall terminate as of the date of such taking. If a substantial portion of the Leased Premises shall be so taken so that the continued use and operation of same by Lessee is thereafter in the opinion of Lessee no longer economically prudent, Lessee, upon written notice to the Authority delivered within sixty (60) days after such taking, shall have the privilege of terminating its obligations under this Lease.

(c) Temporary Taking. If the use, for a limited period, of all or part of the Leased Premises is taken by any such eminent domain proceedings or agreement in lieu thereof, this Lease shall, nevertheless, continue in full force and effect; provided, however, that if the period of such taking expires on or before the expiration of the term hereof, or any extension thereof, all awards or payments attributable to such taking shall be made to Lessee. If the period of such taking expires after the expiration of the term hereof, or any extension thereof, Lessee shall receive that portion of said award or other payments allocable to the period from the date of such taking to the expiration of such term, or extended term, and the Authority shall be entitled to the remainder thereof. The foregoing allocation of the condemnation award shall be subject to the requirements of the Leasehold Mortgagee(s), if any.

(d) Appeal. It is understood that the foregoing provisions of this Paragraph 16 shall not, in any way, restrict the right of the Authority or Lessee to appeal the award made by any Court or other public agency in any condemnation proceedings, nor shall it limit or restrict

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Lessee's right to claim and recover from the condemning authority such other compensation as may be separately awardable or recoverable by Lessee, on account of any damages to Lessee's business arising from any such taking.

**17. Boundary Adjustments; Severance of Lease; Lessee's Encumbrances**

(a) Boundary Adjustments: The Lessee under this Lease and the lessee under the Restated Lease, as amended, respectively, shall each have the right, at any time and from time to time, to transfer to (or exchange with) the other some or all of the leased premises under their respective leases, and/or to make adjustments in the common boundaries between the leased premises under their respective leases. In that event, the Leased Premises and the leased premises under the Restated Lease, as amended, shall be modified to reflect the transfers, exchanges and/or adjustments, so that any land area acquired by one lessee shall be added to its portion of the leased premises, and released from the lease of the other lessee. The Authority agrees to execute, upon request of the lessees, appropriate amendments to this Lease and the Restated Lease, as amended, as well as such other documents as are reasonably requested by the respective lessees, in order to confirm the transfers, exchanges and/or adjustments of property between the lessees (and to make such modifications to the lessees' respective leases as are necessary or appropriate as a result thereof).

(b) Shopping Center Leases: In order to accommodate development of the Shopping Center, the Lessee may require separate leases of portions of the Leased Premises. Accordingly, the Authority agrees that from time to time during the term of this Lease, the Lessee may submit to the Authority (i) one or more new leases (the "New Lease") of a portion of the Leased Premises, which New Lease shall be on the same terms and conditions as this Lease (including, without limitation, Exhibit C) except that the Land Rent shall be a fraction of that provided for in Paragraph 5 above, the numerator of which fraction is the number of square feet of land area contained in the portion of the Leased Premises demised under the New Lease and the denominator of which is the number of square feet of land area contained in the entire Leased Premises, and the Development Rent shall be based solely on the Gross Floor Area Feet on the portion of the Leased Premises demised under the New Lease; provided that Lessee in its discretion may reallocate the Land Rent to each New Lease as long as the aggregate rental payable hereunder to the Authority remains the same as the amount that would have been paid had no reallocation been made; and (ii) an amendment to this Lease which excludes from the Leased Premises the portion thereof demised under the New Lease and reduces the Land Rent provided for in Paragraph 5 above by the amount of the Land Rent provided for in the New Lease. With each such New Lease and amendment, Lessee shall submit to the Authority a survey of land area of the portion of the Leased Premises demised under the New Lease, which survey shall be prepared by a licensed surveyor and shall set forth, among other things, the square footage of land area of such portion of the Leased Premises. The Authority agrees to execute, acknowledge and deliver to Lessee counterparts of such New Lease and amendment within thirty (30) days after Lessee's submission to the Authority of such New Lease, amendment and survey. Promptly after receipt thereof, Lessee shall execute, acknowledge and deliver counterparts of such documents to the Authority. Upon the execution of any New Lease, the New Lease and this Lease (as then amended) shall be and remain separate and independent leases (except to the limited extent expressly provided herein); accordingly, (1) the lessee under any one Lease shall have no obligation or liability with respect to any of the responsibilities or liabilities arising under the other Lease; (2) a default under one Lease shall not constitute a default under the other Lease; and (3) the termination of one Lease, for any reason, shall have no effect whatsoever on the continuation of the other Lease. Notwithstanding the foregoing, if the Lessee desires to assign any such subsequent New Lease(s) independent of this Lease, then: (1) each initial new tenant thereunder must (x) be a department store, hotel owner/operator or other anchor occupant of the Shopping Center, (y) occupy not less than fifty thousand (50,000) Gross Leasable Area Feet within the Shopping Center, and (z) have a net worth of not less than Five Million Dollars (\$5,000,000) at the time of the assignment (a tenant satisfying the following criteria being herein referred to as an "Anchor Tenant"), and (2) the Lessee shall be responsible for collecting and paying to the Authority the monthly rent payable under all of the subject New Lease(s), so as to eliminate the administrative inconvenience of multiple rental payments to the Authority (it being understood, however, that the Lessee shall not be considered the guarantor of each new tenant under the New Lease(s), and shall not be liable for paying such tenant(s) rent itself, unless the Authority first assigns to the Lessee all rights and remedies available to the Authority as a result of such tenant's default in the payment of such rent). The Lessee's rights to require a New Lease under this Paragraph 17(b) shall be in addition to the Lessee's rights to require a Recognition Agreement in respect of any sublease to an Anchor Tenant pursuant to Paragraph 20(d) hereof.

(c) Termination of Restated Lease, as Amended: If the Restated Lease (or any New Lease or other lease which replaces the Restated Lease, as amended, in whole or in part, pursuant to the provisions of the Restated Lease or otherwise other than this Lease) expires or is otherwise terminated prior to the expiration or sooner termination of this Lease, the Authority shall

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thereupon offer the Lessee the right, at Lessee's option, and without charge to the Lessee (other than a proportionate increase in rent, calculated in the manner provided in this Lease) to extend the coverage of this Lease to include the portion of the leased premises that had been covered by the expired or terminated version of the Restated Lease, as amended. If the Lessee accepts such offer from the Authority, then the Leased Premises shall be expanded to include the portion of the leased premises offered by the Authority to the Lessee, and all of the terms and provisions of this Lease shall thereafter apply to the additional premises added hereto. The Authority shall not sell, lease, assign or otherwise convey the portion of the leased premises that had been covered by the then-expired or terminated version of the Restated Lease, as amended, to any other person or entity, unless and until the Authority first offers it to the Lessee, in writing, and the Lessee does not accept the same. Failure of the Lessee to accept the Authority's written offer within sixty (60) days after receipt thereof shall constitute a rejection of the offer by the Lessee.

(d) Right to Mortgage. Notwithstanding anything herein to the contrary, Lessee shall have the right from time to time or at any time after the execution date hereof and during the term of this Lease, without having to obtain any consent or approval from the Authority with respect thereto, to encumber by mortgage, deed of trust or trust deed, in the nature of a mortgage, all or portions of the leasehold interest of Lessee in the Leased Premises and its interest in all buildings and improvements erected thereon; and Lessee will have the right at any time, and from time to time, without having to obtain any consent or approval from the Authority with respect thereto, to convey, transfer and assign all or part of its interest under this Lease to a mortgagee or trustee under a mortgage, deed of trust, or trust deed given to secure any note or other of its obligations; provided, however, that within thirty (30) days after the making of any such mortgage, deed of trust or trust deed, Lessee shall deliver written notice to the Authority of the existence thereof together with a copy of any such instrument and shall designate an address where notice may be served upon the mortgagee under any such mortgage, or the trustee or beneficiary under any such deed of trust or trust deed. For purposes of convenience any such mortgage, deed of trust or trust deed executed by Lessee pursuant to the provisions of the preceding sentence shall be hereinafter referred to as a "Leasehold Mortgage" and the holder of any such mortgage, or the trustee or beneficiary under any such deed of trust or trust deed shall hereinafter be referred to as the "Leasehold Mortgagee", and such terms refer to the plural as well as the singular, in the event that more than one Leasehold Mortgage encumbers all or portions of the leasehold interest, as the case may be.

(e) Leasehold Mortgagee Protection. If Lessee shall execute any Leasehold Mortgage pursuant to the provisions of Paragraph 17(d) above and shall deliver notice thereof to the Authority as provided above, then, in such event and so long as such Leasehold Mortgage shall constitute a lien against the interest of Lessee hereunder, the following provisions shall apply:

(i) No agreement by the Authority and Lessee for the amendment, cancellation, surrender, acceptance of surrender or termination of this Lease shall be effective without the prior written consent of such Leasehold Mortgagee; furthermore, the Authority shall not initiate or accept any amendment, cancellation, surrender or termination of this Lease absent agreement with Lessee (except pursuant to the applicable provisions of Paragraph 15 above, following an Event of Default by Lessee) without the prior written consent of such Leasehold Mortgagee;

(ii) There shall be no merger of this Lease nor of the leasehold estate created thereby with the fee estate in the Leased Premises by reason of the fact that this Lease, or the leasehold estate created hereby, or any interest in either thereof may be held directly or indirectly by or for the account of any person who shall own or control the fee estate in the Leased Premises, or any portion thereof, without the written consent of the Leasehold Mortgagee;

(iii) The Authority shall, upon serving Lessee with any notice of default pursuant to the provisions of this Lease, or any other notice under the provisions of or with respect to this Lease, at the same time serve a copy of such notice upon the Leasehold Mortgagee in the manner specified in Paragraph 32 below, and no such notice by the Authority to Lessee hereunder shall have been deemed duly given unless and until a copy thereof has been so served upon the Leasehold Mortgagee;

(iv) The Leasehold Mortgagee shall have the right to enter upon the Leased Premises at any time for the purpose of curing any defaults by Lessee under this Lease and the Authority hereby agrees to accept performance and compliance by any such Leasehold Mortgagee of any covenant, agreement, provision, condition and limitation on Lessee's part to be kept, observed or performed hereunder, with the same force and effect as though kept, observed and performed by Lessee;

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(v) The Authority will not exercise any right, power or remedy with respect to any default under this Lease until the expiration of the grace period provided for in Paragraph 15 above or elsewhere in this Lease, plus an additional period of thirty (30) days after the expiration of such grace period, and then only if such default has not been cured or begun to be cured, with the cure pursued with due diligence. In addition, the Authority will not exercise any right, power or remedy with respect to any nonmonetary default under this Lease (i.e., a default which can not be cured by Lessee solely by the payment of a sum of money) if any Leasehold Mortgagee shall give written notice to the Authority prior to the expiration of such additional thirty (30)-day period of its intention to, and promptly thereafter shall, initiate and diligently pursue steps to acquire Lessee's interest under this Lease by foreclosure of its mortgage or otherwise and, as soon as reasonably possible after obtaining possession of the Leased Premises, cure and diligently prosecute and complete the curing of all then existing nonmonetary defaults of Lessee which are capable of cure by such Leasehold Mortgagee (and of which the Authority shall have given notice to such Leasehold Mortgagee). If after such Leasehold Mortgagee gives such notice (1) Lessee shall be duly removed from possession by such Leasehold Mortgagee, and (2) an assumption of performance and observance of the covenants and conditions herein contained on Lessee's part to be performed, subject to all rights and limitations hereto pertaining, shall be delivered to the Authority by such Leasehold Mortgagee, or its nominee, agent or assignee, and (3) such Leasehold Mortgagee shall have complied with all obligations on Lessee's part to be performed hereunder which are capable of performance by such Leasehold Mortgagee and no further default which is capable of cure by such Leasehold Mortgagee (and of which the Authority shall have given notice to such Leasehold Mortgagee) shall have occurred and be continuing hereunder (unless such Leasehold Mortgagee or its nominee, agent or assignee is then in its process of curing the same), then and in such event, the nonmonetary defaults under this Lease shall be deemed to have been cured and, in the case of a default, such as the bankruptcy of Lessee or the violation by Lessee of the provisions of Paragraphs 20 or 28(e) below, which can not be cured by such Leasehold Mortgagee, such default which is not capable of cure by such Leasehold Mortgagee shall be deemed to have been waived. The Authority shall thereafter recognize such Leasehold Mortgagee, or its nominee, agent or assignee, as the tenant under this Lease, with all of the rights of Lessee in and to this Lease, as if this Lease had been assigned by Lessee (in accordance with the terms of this Lease) to such Leasehold Mortgagee, or its nominee, agent or assignee. Any payment to be made or action to be taken by a Leasehold Mortgagee under this subparagraph as a prerequisite to keeping this Lease in effect shall be deemed properly to have been made or taken by a Leasehold Mortgagee if such payment is made or action taken by a nominee, agent or assignee of such Leasehold Mortgagee;

(vi) In the case of the termination of this Lease or the reentry of the Leased Premises by the Authority by reason of the failure of Lessee and any Leasehold Mortgagee to cure any default within the applicable grace period as set forth in Paragraph 15 and this Paragraph 17, the Authority shall give prompt notice thereof to each Leasehold Mortgagee who shall become entitled to notice as provided above, and shall specify in such notice the amount of Land Rent, Development Rent and other sums and charges due to the Authority as of the date of termination or reentry. The Authority shall on written request of such Leasehold Mortgagee, made at any time within forty (40) days after the giving of such notice by the Authority, enter into a new lease of the Leased Premises with such Leasehold Mortgagee, or its nominee, agent or assignee, within twenty (20) days after such request, which new lease shall have the same priority as this Lease and shall be effective as of the date of such termination of this Lease or reentry for the remainder of the term of this Lease, at the same Land Rent, and Development Rent and other sums and charges and upon the same terms, covenants, conditions and agreements as are herein contained, but only provided that such Leasehold Mortgagee shall (1) contemporaneously with the delivery of such request pay to the Authority all the installments of Land Rent, or Development Rent and all other sums and charges due hereunder as specified in the aforesaid notice from the Authority; (2) pay to the Authority at the time of the execution and delivery of said new lease any and all sums for Land Rent, or Development Rent and other sums and charges which would have been due hereunder from the date of termination of this Lease (had this Lease not been terminated) to and including the date of the execution and delivery of said new lease, less (in the case of all amounts contemplated under clauses (1) and (2) above) the excess, if any, of all sums received by the Authority from any space tenants or other persons or entities in occupancy of any part or parts of the Leased Premises or any buildings erected thereon up to the date of commencement of such new lease over expenses incurred by the Authority in operating the Leased Premises; and (3) on or prior to the execution and delivery of said new lease, agree in writing that promptly following the delivery of such new lease, such Leasehold Mortgagee or its designee will perform or cause to be performed all of the other covenants and agreements herein contained on



Lessee's part to be performed to the extent that Lessee shall have failed to perform the same to the date of delivery of such new lease, except such covenants and agreements which cannot with the exercise of due diligence be performed by such Leasehold Mortgagee or its designee. Nothing herein contained shall be deemed to impose any obligation on the part of the Authority to deliver physical possession of the Leased Premises to such Leasehold Mortgagee unless the Authority at the time of the execution and delivery of such new lease shall have obtained physical possession thereof. Simultaneously with the execution and delivery of such new lease, the Authority shall execute, acknowledge and deliver to the lessee under such new lease a quit-claim deed to the buildings and improvements erected on the Leased Premises and a quit-claim bill of sale to all personal property located on or used in connection with the Leased Premises and/or the buildings and improvements erected thereon. In the event that there shall at any time be more than one Leasehold Mortgagee entitled to exercise any of the rights provided for herein, the Leasehold Mortgagee holding the Leasehold Mortgage most junior in rank which shall have fully paid and discharged all such Leasehold Mortgages which were prior to it shall have priority over the other Leasehold Mortgagees with regard to such rights; and

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(vii) Notwithstanding the provisions of Paragraph 20 of this Lease, restricting the right of Lessee to assign its entire interest in this Lease or sublet the entire Leased Premises, this Lease or any such new lease may at any time be assigned in its entirety, without the consent of the Authority and without compliance with Paragraph 20(e) below, to or by the Leasehold Mortgagee or its nominee, or pursuant to foreclosure or similar proceeding, or the sale, assignment or other transfer in lieu thereof, or the exercise of any other right, power or remedy of the Leasehold Mortgagee. No such assignment shall release Lessee of any of its obligations under this Lease, provided, however, that if the Leasehold Mortgagee or its nominee shall for any period of time succeed to Lessee's interest under this Lease or any such new lease, then said Leasehold Mortgagee or nominee, as the case may be, shall upon making an assignment of its interest under this Lease or any such new lease, be released from all obligations thereunder, except with respect to the rental for such period and all other obligations and liabilities accruing or arising during such period. The assignee under any such assignment shall, within ten (10) days after the execution of such assignment, give the Authority notice in writing of such assignment, accompanied by an executed copy thereof.

(f) Leasehold Mortgages for Shopping Center. In addition to the protections offered to the Leasehold Mortgagee pursuant to Paragraph 17(e) above, with respect to the Shopping Center to be developed within the Leased Premises, the following provisions shall also apply:

(i) Notwithstanding the provisions of Paragraph 17(e)(vi) above, the Leasehold Mortgagee with respect to the Shopping Center Lease will have the right to obtain and enter into a new lease with the Authority pursuant to such Paragraph 17(e)(vi), without having to pay past due rent for any period occurring prior to the date of execution of such new lease between the Leasehold Mortgagee and the Authority.

(ii) If the Leasehold Mortgagee requires modifications or changes in this Lease, the Authority agrees to not unreasonably withhold, delay or condition its consent to (and execution of) such amendments, modifications, revisions, supplements or deletions of any of the terms, conditions or requirements of this Lease; provided, however, that in no event will the Authority be required, pursuant to this Paragraph 17(f)(ii), to agree to or be bound by any amendments, modifications, revisions, supplements or deletions which result in or require a net decrease in the rental, fees or other charges payable by Lessee under this Lease, a material expansion in the permitted uses or an increase in the size or location of the Leased Premises, the alteration in any material respect of the increase in size or height of any building or other improvement erected or otherwise permitted to be erected on the Leased Premises, a material increase in the rights and privileges granted to Lessee or any Leasehold Mortgagee under this Lease or a material reduction in the obligations imposed on Lessee under this Lease.

(iii) Each department store or other anchor occupant of the Shopping Center that does or will occupy not less than fifty thousand (50,000) Gross Leasable Area Feet within the Shopping Center shall have the same rights as the Lessee under the Shopping Center Lease has to mortgage its leasehold or subleasehold estate. Any such tenant's or subtenant's mortgage shall be considered a Leasehold Mortgage, for all of the purposes of this Lease, and the provisions of this Paragraph 17 relating to Leasehold Mortgages for the Lessee under the Shopping Center Lease shall apply equally to the Leasehold Mortgages for such tenants and subtenants of the Shopping Center.



(iv) Any loan made by a Leasehold Mortgagee with respect to all or any part of the Shopping Center may encumber the Shopping Center Lease (or an applicable portion thereof), together with any and all buildings, structures, improvements, subleases, rents, insurance and condemnation proceeds, and such other assets and property as may be more particularly described in the Leasehold Mortgage. The Authority acknowledges that the making of any such loan, and/or the foreclosure of or exercise of other remedies under the Leasehold Mortgage shall not constitute a default hereunder, nor shall the same give rise to the termination of this Lease. If and for so long as any Leasehold Mortgage remains in place, any landlord's lien or security interest that the Authority might have in and to any assets or property of Lessee (whether under this Lease, or as a matter of law) shall be subject and subordinate in all respects to the liens and security interests of all Leasehold Mortgagees.

(v) Notwithstanding anything to the contrary contained in this Lease, all of the Leasehold Mortgagee's rights and remedies under the Leasehold Mortgage (including, without limitation, the right to settle and adjust insurance claims, and to receive insurance and condemnation awards) shall be superior to and shall have priority over the Authority's rights and remedies under this Lease.

(vi) If at any time Lessee, or anyone claiming by, through or under Lessee or a trustee in bankruptcy shall have the right to reject this Lease pursuant to the United States Bankruptcy Code or any successor or similar state or federal law, then the Leasehold Mortgagee shall have the exclusive right to exercise such right, and Lessee shall be deemed to have assigned that right to the Leasehold Mortgagee. The Authority agrees that it will not recognize any rejection of this Lease, unless exercised by the Leasehold Mortgagee.

(vii) The Authority shall execute and deliver to each Leasehold Mortgagee such non-disturbance agreements as are reasonably requested by the lessee and/or such Leasehold Mortgagees, in order to further confirm or ratify the provisions of this Paragraph 17, or to address such other requirements as are reasonably necessary for such Leasehold Mortgagees to provide financing to the Shopping Center. The Authority covenants and agrees to cooperate with all reasonable requests of each Leasehold Mortgagee, in order to further assure that the development and operation of a Shopping Center on the Leased Premises will not be unnecessarily impeded.

18. Non-Waiver of Rights

Continued performance by either party hereto pursuant to the terms of this Lease after a default of any of the terms, covenants and conditions herein shall not be deemed a waiver of any right to cancel this Lease for any subsequent default and no waiver of any such default shall be construed or act as a waiver of any subsequent default.

19. Surrender of Possession

Lessee agrees to yield and deliver to the Authority possession of the Leased Premises herein at the termination of this Lease, by expiration or otherwise, or of any renewal or extension hereof.

20. Assignment and Subletting

(a) No Transfer of Entire Interest. Lessee shall not at any time assign its interest in the Leased Premises as an entirety except pursuant to Paragraph 17 above or Paragraph 20(e) below, nor shall Lessee sublet as an entirety the Leased Premises, without the prior written consent of the Authority; provided, however, that, without the Authority's approval and without complying with Paragraph 20(e) below, Lessee may transfer and assign all or a portion of its interest in and to this Lease to any person, firm, partnership, corporation or other entity with which Lessee may merge, consolidate, or which may succeed to the business of Lessee, or with whom Lessee or Lessee's principals may form an agreement for the development, construction, management or participation of any or all of the uses approved in this Lease. Furthermore, in the event that a Shopping Center is developed (or to be developed) on the Leased Premises, the lessee under the Shopping Center Lease shall have the right to transfer or assign all or any portion of its interest in and to this Lease, and/or sublet the entire portion of the Leased Premises covered by the Shopping Center Lease, without the Authority's prior approval, without complying with Paragraph 20(e) below, and without any other restriction or limitation; provided, however, that if the lessee under the Shopping Center Lease desires to transfer its entire interest in and to this Lease and/or sublet the entire portion of the Leased Premises covered by the Shopping Center Lease (other than pursuant to a transaction that is otherwise permitted hereunder) prior to the date on which such lessee is released from personal liability under this Lease (as provided in Paragraph 33 below), then the assignee, transferee or sublessee (as the case may be) must have sufficient expertise and experience in real estate development and sufficient financial

strength and resources to perform its obligations and responsibilities hereunder (in the reasonable judgment of the lessee under the Shopping Center Lease).

(b) Permitted Partial Transfers. Lessee may at any time and from time to time assign or sublet its interest in this Lease to any firm, person or entity, said assignment or sublease only to affect a defined portion of the Leased Premises, it being understood that such portion shall not encompass all of the Leased Premises except as permitted in Paragraph 20(a) above. In the event of such assignment or sublease, promptly after completion of any such assignment or sublease, Lessee shall deliver to the Authority a copy of the instrument of assignment or sublease, as the case may be for the Authority's records, except that such submission shall not be required for the subletting or licensing of office, retail, storage or parking space nor shall it be required for those transfers or assignments authorized under Paragraph 20(a) above. In addition, Lessee anticipates construction of improvements, the use of which shall generate additional charges in the form of lodging rents, rentals, user fees, and other similar charges, and Lessee shall have the right to sublet, license or otherwise permit the use of such space within such improvements to any such users, without notice to or consent of the Authority.

(c) Lessee's Liability. Upon any assignment under this Lease of which the Authority has given its specific approval or which is expressly permitted under Paragraph 20(a) above, Lessee shall be relieved of liability under this Lease with respect to the portion assigned. Subject to Paragraph 33 hereunder, Lessee shall not be relieved of liability under this Lease upon any assignment to which the Authority has not given its specific approval or which is not expressly permitted under Paragraph 20(a) above.

(d) Non-Disturbance

(i) Successor Lessee: Notwithstanding anything herein to the contrary, upon any Event of Default under this Lease, then in such event, any person, firm, corporation or other entity (hereafter referred to as "Successor Lessee"), which has any interest in the Leased Premises and/or this Lease as authorized under the provisions of this Lease, on paying such Successor Lessee's ratable share of Land Rent, or Development Rent, as the case may be, and on keeping, and observing and performing all of the other terms, covenants, conditions, provisions and agreements in this Lease applicable to such Successor Lessee, then such Successor Lessee shall, during the period of time which would have been the full term of this Lease or such shorter time as the case may be in the event that such Successor Lessee's interest is, by virtue of its agreement with Lessee, shorter than the full term of this Lease, not be subject to early termination, and such Successor Lessee shall peaceably and quietly have, hold and enjoy the defined portion or portions of the Leased Premises in which such Successor Lessee has an interest; provided, however, that the Authority shall not be liable for any act or omission of Lessee or any successor thereto nor be subject to any offsets or defenses which any such assignee or sublessee might have or claim to have against Lessee or such successor relating to matters occurring prior to such termination of this Lease. Such Successor Lessee's ratable share of Land Rent shall be based upon the ratio of the amount of land of the Leased Premises in which it has an interest, to the total amount of land in the Leased Premises and the Development Rent of such Successor Lessee shall be based upon the Gross Floor Area Feet (or Gross Leasable Area Feet, if applicable) on only that portion or portions of the Leased Premises in which it has an interest, in the same manner as provided in this Lease. In connection with the foregoing, the Authority agrees to execute and deliver to each subtenant or occupant of the Leased Premises such non-disturbance agreements as are reasonably requested by the Lessee and/or such subtenant or occupant, in order to further confirm or ratify the provisions of this Paragraph 20(d). The Authority further acknowledges and agrees that each Successor Lessee shall have the same rights as Lessee has under Paragraph 17 above and this Paragraph 20, and that any Successor Lessee's Leasehold Mortgages shall have the same rights and protections as are afforded to Lessee's Leasehold Mortgages, pursuant to Paragraph 17 above.

(ii) Space Tenants: In addition, notwithstanding anything to the contrary, upon any Event of Default under this Lease, and following the termination of this Lease by reason thereof, any person, firm, corporation or other entity (hereinafter referred to as a "Space Tenant") which occupies space in any building or improvement erected on the Leased Premises pursuant to a bona fide occupancy lease with Lessee (hereinafter referred to as a "Space Lease"), on paying, and continuing to pay to Authority or its duly appointed agent the rent provided for in its Space Lease and performing and observing, and continuing to perform and observe, all of the other terms, covenants, conditions, provisions and agreements contained in its Space Lease on its part to be performed or observed, shall not be disturbed or ousted from possession, nor shall its Space Lease be terminated, but such Space Tenant shall peaceably and quietly have, hold and enjoy the space occupied by it in accordance with the provisions of and for the remaining term

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provided for in its Space Lease; provided, however, that (1) the Authority shall not be liable for any act or omission of Lessee or any successor thereto nor be subject to any offsets or defenses which such Space Tenant may have or claim to have against Lessee or such successor relating to matters occurring prior to such event of default or termination of this Lease, and (2) the Authority shall not be required to permit a Space Tenant to continue under this sentence if the revenue generated to the Authority from the entire building occupied by the Space Tenant is not sufficient to cover the Authority's cost of maintaining the building in which the Space Tenant is located. The provisions set forth in clause (2) of the preceding sentence shall not apply with respect to Space Tenants of any Shopping Center developed within the Leased Premises.

(iii) Anchor Tenant: In addition, and notwithstanding anything herein to the contrary, the Authority agrees to execute and deliver to each Anchor Tenant an Agreement for Recognition to Operating Agreement and Nondisturbance and Attornment Agreement in the form attached hereto as Exhibit D ("Recognition Agreement") pursuant to which the Authority agrees that the Leased Premises shall be subject to the Construction, Operation and Reciprocal Easement Agreement for the Shopping Center and agree to recognize the sublease between Lessee and each Anchor Tenant and not to disturb the rights of any Anchor Tenant thereunder provided each such sublease contains the provisions set forth in Exhibit C attached hereto and made a part hereof. It is acknowledged that subleases with the Anchor Tenants will not include a prorata allocation of the Land Rent or Development Rent payable by Lessee hereunder and may not provide for the payment of any rent other than a nominal amount. The rights of Lessee to require the Authority to provide a Recognition Agreement pursuant to this Paragraph 20(d) shall be in addition to the rights of Lessee to require a New Lease pursuant to Paragraph 17(b) hereof.

(e) Right of First Refusal. Except as provided in Paragraph 17, relating to protection of leasehold mortgages and except as provided in Paragraph 20(a), above, specifically permitting certain assignments of the entire leasehold interest without approval of the Authority or right of first refusal of the Authority, Lessee shall not sell or assign its interest in the Leased Premises and any improvements as an entirety, without permitting the Authority the right of first refusal in connection with the following procedure:

(i) Lessee shall give the Authority written notice (the "Conveyancing Notice") advising the Authority of its desire to sell or assign the above-stated interest of Lessee, and setting forth all of the terms and conditions, including consideration, pursuant to which Lessee intends to make such sale or assignment.

(ii) The Authority shall thereafter have the right to acquire Lessee's aforementioned interest on the terms and conditions set forth in the Conveyancing Notice by giving written notice to Lessee within sixty (60) days following the giving of the Conveyancing Notice by Lessee. The Authority shall as expeditiously as possible respond to the Conveyancing Notice by the date of the next regularly scheduled meeting of the Authority following the Conveyancing Notice but shall not be bound to do so. If the Authority exercises such right within said 60-day period, Lessee shall thereupon assign and convey Lessee's said interest to the Authority on the terms and conditions set forth in the Conveyancing Notice on a date and at a time and place selected by Lessee in the Conveyancing Notice, which date shall not be less than 30 days following the date on which the Authority responded to the Conveyancing Notice.

(iii) If the Authority fails to exercise the right provided for in subparagraph (ii) above within the 60-day period therein provided for, or if the Authority shall exercise such right and thereafter shall default in acquiring Lessee's aforementioned interest, then and in either such event the Authority's right of first refusal provided for in this subparagraph (e) shall be deemed waived.

(iv) If Lessee assigns or sells the Authority its above-stated interest pursuant to this provision or otherwise, Lessee shall be relieved, released and discharged from all obligations hereunder.

## 21. Indemnification and Insurance.

(a) Indemnification. It is an express condition of this Lease that, except as otherwise provided in this Lease and except where caused by its or their negligence, the Authority, members of its Board, and its officers, agents and employees shall be free from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or in equity, by reason of any death, injury or damage to any person or persons or damage or destruction of property or loss of use thereof, whether it be the person or property of Lessee, its or their agents or employees, to any third persons, from any cause or causes whatsoever

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resulting from the installation, maintenance or operation of any or all structures, improvements or facilities constructed pursuant to this Lease, or while in or upon or with respect to the use of any or all of the Leased Premises, pursuant to this Lease; and Lessee hereby covenants and agrees to indemnify and to save harmless the Authority, members of its Board, and its officers, agents and employees, of and from any and all such claims, demands, debts, liabilities and causes of action (including attorney's fees and costs).

(b) **Insurance Requirements.** Lessee shall maintain (or cause to be maintained) with responsible insurers the following kinds and the following amounts of insurance:

(i) Comprehensive general liability insurance in the minimum amount of Ten Million Dollars (\$10,000,000) bodily injury and property damage, combined single limit. Coverage shall also include broad form contractual coverage for this Lease, personal injury, products liability, and independent contractors coverage.

(ii) Automobile liability insurance on the comprehensive form, insuring all their owned, leased, and hired vehicles in the minimum amount of One Million Dollars (\$1,000,000) bodily injury and property damage combined single limit. Coverages shall be in compliance with the Florida Financial Responsibility Law and the Florida Automobile Reparatons Reform Act.

(iii) Workers compensation and employers liability insurance according to the laws of the State of Florida, with employers liability limit to be not less than One Hundred Thousand Dollars (\$100,000) for each incident.

(c) **Insurance Policies.** Except for insurance carried by Lessee pursuant to Paragraph 21(b)(iii) above, all policies evidencing insurance maintained or caused to be maintained by Lessee with respect to the Leased Premises as required by Paragraph 21(b) above shall be issued by the home office of the insurer(s) or by a duly authorized agent of the insurer(s), and shall name the Authority as additional insured, as its interests shall appear, and certificates of such policies shall be deposited with Lessee but subject to inspection and examination by the Authority. Upon the occurrence of any event for which insurance proceeds would be payable to the Authority, Lessee will diligently pursue the collection and payment of such proceeds to the Authority.

(d) **Lessee's Certificate.** Lessee shall during the term hereof, file or cause to be filed with the Authority a certificate on a form supplied by the Authority stating in reasonable detail the insurance with respect to the Leased Premises then in effect pursuant to the requirements hereof and with respect to each policy, the name of the insurer, the amount, the policy number, the expiration date, and the hazards covered thereby, and that the premium thereof has been paid; and whether Lessee is then maintaining or causing to be maintained insurance conforming in all respects with the requirements hereof.

(e) **Cancellation of Policies.** Thirty (30) days written notice shall be given to the Authority of any intent to cancel, not to renew, or to reduce the coverage in the policies of insurance required hereunder.

(f) **Primary Coverage.** Insurance carried by Lessee in compliance with this Lease shall be primary over any insurance carried by the Authority for the Authority's own protection.

(g) **Governing Law.** Said policies of insurance shall be construed in accordance with the laws of the State of Florida.

## 22. Estoppel Certificates

The Authority and Lessee agree that at any time and from time to time upon not less than ten (10) days' prior written notice by the other or upon request from any assignee, sublessee or Leasehold Mortgagee of Lessee, the Authority or Lessee, as the case may be, will execute, acknowledge and deliver to the other or to such assignee, sublessee or Leasehold Mortgagee, as the case may be, a statement in writing certifying:

(i) That this Lease is unmodified and in full force and effect (or if there have been modifications that this Lease is in full force and effect as modified, with such modifications being identified);

(ii) The date to which the rental and other charges have been paid;

(iii) That so far as the certifier knows, if such be the case, there is no default, Event of Default (nor any condition which, with the giving of notice, the passage of time, or both, would become an Event of Default), breach, setoff, defense or other claims against the Authority or

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Lessee, as the case may be (or if so, specifying the nature of same) under the provisions of this Lease; and

(iv) As to any other matter with respect to this Lease as the requesting party may reasonably request.

It is intended that any such statement may be relied upon by any person proposing to acquire any interest in all or any portion of the Authority's or Lessee's interest, as the case may be, in this Lease or to place a mortgage on Lessee's interest in this Lease.

#### 23. Recording

This Lease shall not be recorded, unless the Authority is required to record this Lease pursuant to regulations promulgated by the Federal Aviation Administration. If this Lease does not have to be recorded, however, the Authority and Lessee agree that each will promptly execute a Memorandum of this Lease in form of that set forth in Exhibit E, attached hereto and incorporated herein by reference (and otherwise in form appropriate for recording) and will cause same to be recorded. Such Memorandum of Lease shall reference, among other things, all off-site licenses and easements granted or contemplated hereunder.

#### 24. Restrictions on Mortgages or Other Assignments by the Authority.

(a) Lien and Encumbrances. The Authority covenants, warrants and agrees that from the date hereof and continuing for the duration of this Lease or any new lease entered into pursuant to Paragraph 17, above, the Authority will not execute any mortgage, deed or trust, or similar instrument, or create or suffer any lien or encumbrance, which shall affect the Leased Premises; provided, however that the Authority may issue bonds in the regular course of business and in that event, the Authority's reversionary interest in this Lease and the Authority's right to collect the rentals pursuant to Paragraph 5 of this Lease may be pledged as security therefor, as long as any such pledge is subject and subordinate to all of the terms and provisions of this Lease and any New Lease or additional lease that may be entered into pursuant to Paragraph 17 above (including, without limitation, the provisions protecting Leasehold Mortgages, and all rent abatement, setoff and adjustment provisions), and to all Leasehold Mortgages entered into pursuant to Paragraph 17 above. In the event that any lien or encumbrance is imposed upon some or all of the Leased Premises as a result of any action or omission of the Authority, or the assertion of any claim against the Authority, the Authority shall remove or cause the removal of such lien or encumbrance within sixty (60) days after its receipt of notice of the existence of such lien or encumbrance.

(b) Right of First Refusal. Except for transfers as part of the conveyance of Authority adjacent airport property to another for the primary purpose of operating Tampa International Airport, the Authority shall not sell, assign, transfer or convey (collectively, "Convey") its fee interest in the Leased Premises (or any portion thereof) without providing Lessee with a right of first refusal with respect to the same, in accordance with the following procedures:

(i) The Authority shall give Lessee written notice (the "Conveyancing Notice") advising Lessee of the Authority's desire to Convey the above-stated interest of the Authority, and setting forth all of the terms and conditions, including consideration, pursuant to which the Authority intends to make such Conveyance.

(ii) Lessee shall thereafter have the right to acquire the Authority's aforementioned interest on the terms and conditions set forth in the Conveyancing Notice by giving written notice to the Authority within sixty (60) days following its receipt of the Conveyancing Notice from the Authority. Lessee shall as expeditiously as possible respond to the Conveyancing Notice by the date of the next regularly scheduled meeting of the Authority following the Conveyancing Notice, but shall not be bound to do so. If Lessee exercises such right within said sixty (60) day period, the Authority shall thereupon Convey the Authority's interest to Lessee on the terms and conditions set forth in the Conveyancing Notice, on a date and at a time and place set forth by the Authority in the Conveyancing Notice, which date shall be not less than sixty (60) days following the date on which Lessee responded to the Conveyancing Notice.

(iii) If Lessee fails to exercise the right provided for in Paragraph 24(b)(ii) above within the sixty (60) day period specified therein, or if Lessee shall exercise such right and thereafter shall default in acquiring the Authority's aforementioned interest, then and in either such event the Authority shall have the right to Convey the above-stated interest on the terms and at the time specified in the Conveyancing Notice, and Lessee's right of first refusal provided for in this Paragraph 24(b) shall be deemed waived with respect to that particular Conveyance; provided, however, if Lessee exercises its right of first refusal and thereafter defaults in acquiring the Authority's interest, this right of first

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refusal shall no longer be available to Lessee. Any person or entity acquiring the Leased Premises (or any portion thereof) from the Authority shall acquire the same subject to this Lease, and all of the terms and provisions hereof (including, without limitation, the obligation to provide Lessee with a right of first refusal, as provided hereunder, in connection with any subsequent Conveyance of all or any portion of the Leased Premises).

(iv) If the Authority Conveys the above-stated interest to Lessee pursuant to this provision or otherwise, then this Lease shall thereafter cease and terminate with respect to the portion of the Leased Premises so Conveyed to Lessee, and Lessee shall be relieved, released and discharged from all obligations hereunder with respect to the same.

25. Grant of Easements

The Authority, at the request and expense of Lessee, covenants and agrees promptly to join with Lessee in the execution of such instruments, in recordable form, as Lessee may request for using and granting easements and rights-of-way in, on, under and over the Leased Premises and/or the easement areas contemplated hereunder for ingress and egress and public and other utilities, including without limitation thereof, gas, telephones, water, sewage, power, drainage, roads and electricity and for the maintenance and repair thereof.

26. Right to Contest Taxes

If the imposition of any tax, assessment, license fee, excise, impost or charge shall be deemed by Lessee to be improper, illegal or excessive, Lessee may, after giving notice to Authority of its intent to do so at its sole cost and expense (in its own name or in the name of the Authority or both, as the law may require) dispute and contest the same in good faith and with due diligence and in such case such items need not be paid, except if required by law, until judged to be valid. Upon being adjudged valid, Lessee may continue to contest same; however, prior thereto, Lessee shall have the option to pay such taxes, assessments, fees, excises, imposts or charges under protest or shall post bond or other security equal to that amount determined to be due and owing by such adjudication, to be applied by Lessee, or failing to do so, by the Authority, in satisfaction of such amount should such adjudication not be reversed or the case be remanded for further proceedings upon termination of appeal. Unless so contested by Lessee, all such taxes, assessments, license fees, excises, imposts, and charges shall be paid by Lessee within the time provided by law and if contested, any such tax, assessment, license fee, excise, impost or charge shall be paid before the issuance of execution or final judgment. Upon Lessee's request, and when the Authority determines it reasonable to do so (in the exercise of its reasonable judgment), the Authority shall cooperate with Lessee in any such dispute or contest. In no event shall the Authority oppose Lessee in connection with any such dispute or contest, regardless of whether or not the Authority is cooperating with Lessee with respect to the same.

27. Successors and Assigns

This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, legal representatives and assigns.

28. Public Use, Federal Grants and Nondiscrimination.

(a) Public Use. The Leased Premises and the Airport are subject to the terms of those certain sponsor's assurance agreements made to guarantee the public use of the Airport as incidental to grant agreements between the Authority and the United States of America, predecessor in title to a portion of the Leased Premises and the Authority represents that none of the provisions of this Lease violates any of the provisions of such sponsor's assurance agreements, or the Quit Claim Deed recorded at Deed Book 1535, page 224 of the Public Records of Hillsborough County.

(b) Exclusive Rights. It is further covenanted and agreed that nothing contained in this Lease shall be construed to grant or authorize the granting of an exclusive right within the meaning of 49 USC § 40103 (e); 49 USC § 47107 (a) (4); or Chapter 3 of Compliance Requirement Order 5180.6A of Department of Transportation, Federal Aviation Administration except to the extent permitted thereby.

(c) Federal Funds. Lessee covenants and agrees that this Lease is subordinate to the provisions of those existing agreements between the Authority and the United States Government relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the granting of federal funds for the development of the Airport to the extent that the provisions of any such existing agreements are generally required by the United States at other civil airports receiving federal funds. The Authority represents to Lessee that all such existing agreements are listed in Exhibit F, attached hereto and incorporated

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herein by reference; true and complete copies of all such existing agreements have previously been delivered by the Authority to Lessee. If any future agreements are hereafter entered into by the Authority and the United States Government relative to the operation or maintenance of the Airport, the execution of which will be required as a condition precedent to the granting of federal funds for the development of the Airport, which agreements must be superior to this Lease (and which priority is also required as a condition precedent to the granting of federal funds for the development of the Airport), Lessee will not unreasonably withhold, delay or condition its agreement to subordinate this Lease to such future agreements; provided, however, that the provisions of any such future agreements must be generally required by the United States at other civil airports receiving federal funds; and provided further, however, that the Authority requests such subordination and gives Lessee written notice in advance of the execution of such agreements, which request contains a description of any provisions which will modify the terms of this Lease and an explanation as to why the same are reasonably required for the Authority to obtain federal funds. Notwithstanding the foregoing, in no event will Lessee now or hereafter be required, pursuant to this Paragraph 26(c), to agree to or be bound by any provision which results in or requires an increase in the rental, fees or other charges payable by Lessee under this Lease, a change in the permitted uses or a reduction in the size or location of the Leased Premises, the alteration in any material respect or the reduction in size or height of any building or other improvement erected or otherwise permitted to be erected on the Leased Premises, a material reduction in the rights and privileges granted to Lessee or any Leasehold Mortgagee under this Lease or a material increase in the obligations imposed on Lessee under this Lease.

(d) Amendments to Lease. In the event that the Federal Aviation Administration or its successors requires modifications or changes in this Lease as a condition precedent to the granting of funds for the improvement of the Airport, Lessee agrees that it will not unreasonably withhold, delay or condition its consent to (or execution of) such amendments, modifications, revisions, supplements or deletions of any of the terms, conditions or requirements of this Lease as may be reasonably required to obtain such funds; provided, however, that in no event will Lessee be required, pursuant to this Paragraph 26(d), to agree to or be bound by any amendments, modifications, revisions, supplements or deletions which result in or require an increase in the rental, fees or other charges payable by Lessee under this Lease, a change in the permitted uses or a reduction in the size or location of the Leased Premises, the alteration in any material respect or the reduction in size or height of any building or other improvement erected or otherwise permitted to be erected on the Leased Premises, a material reduction in the rights and privileges granted to Lessee or any Leasehold Mortgagee under this Lease or a material increase in the obligations imposed on Lessee under this Lease.

(e) Nondiscrimination. As long as required by applicable law, but only if and to the extent expressly so required by applicable law, Lessee for itself, its personal representatives, successors in interest and assigns as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that:

(i) No person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination in the use of said Leased Premises or facilities.

(ii) That in the construction of any improvements on, over, or under such Leased Premises and the furnishing of services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination with respect to, such construction or services.

(iii) Lessee shall use the Leased Premises and facilities in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

Notwithstanding the foregoing, the Authority covenants and agrees that if a Shopping Center is developed on the Leased Premises, and the lessee under the Shopping Center Lease believes that some or all of the foregoing provisions of this Paragraph 26(e) are not, or should not be, applicable (pursuant to then-current law) to such leases, the Shopping Center and/or the tenants or occupants of the Shopping Center, then such lessee shall have the right to seek a determination to that effect from such governmental agency as may have jurisdiction or authority over this matter. If such governmental agency determines that some or all of the foregoing provisions of this Paragraph 26(e) are not applicable (pursuant to then-current law) to such leases, the Shopping Center and/or the tenants or occupants of the Shopping Center, then the provisions determined to be inapplicable under law shall automatically become inapplicable (to the same extent) under this Lease. The Authority agrees to cooperate with the lessee under the



Shopping Center Lease in its efforts to obtain any such determination of inapplicability with respect to the foregoing provisions of this Paragraph 28(e); in that regard, the Authority shall participate in such hearings and conferences and shall execute such documents and instruments as are reasonably requested by such lessee with respect to the same.

(f) Breach of Nondiscrimination Clause. If Lessee breaches any of the above nondiscrimination covenants, and fails in good faith to take and pursue curative action within the applicable periods of time provided for in Paragraphs 15 and 17 above, after the expiration of all appeal periods set forth below, the Authority shall have the right to reenter the Leased Premises and facilities thereon, and the said Leased Premises and facilities shall thereupon revert to and vest in and become the absolute property of the Authority and its assigns, but subject to the provisions of Paragraphs 15 and 17 above. This provision shall not be effective until the procedures of Title 49, Code of the Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights, nor shall this provision be effective if and for so long as Lessee is pursuing its rights against the person or entity causing the subject default (as provided in Paragraph 15 above).

#### 29. Rules and Regulations

Lessee covenants and agrees to observe and obey all reasonable rules and regulations not conflicting with the terms, conditions, provisions and purposes of this Lease as may be promulgated from time to time by the Authority governing the safe use of its facilities; except that the Authority agrees that any rules and regulations so promulgated and as applied to Lessee shall not be inconsistent with any constitution, law, rule or regulation of the State of Florida or the United States of America or any agency thereof having jurisdiction over the Leased Premises, and shall not conflict with this Lease or any other agreement between the parties herein. If any such rules or regulations are hereafter promulgated by the Authority, which rules or regulations are intended by the Authority to be applicable to the Leased Premises, then the Authority shall provide copies of all of the same to Lessee, for its review and consideration, not less than ninety (90) days prior to the date on which such rules or regulations will be effective.

#### 30. Headings

The article and paragraph headings are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any provision of this Lease.

#### 31. Construction and Savings Clause

This Lease shall be construed in accordance with the laws of the State of Florida.

The provisions of this Lease shall be severable, and if any of the provisions hereof shall be held by a court of competent jurisdiction to be illegal or invalid, such determination shall not affect the validity of any of the remaining provisions of this Lease. It is hereby declared as the intent of the parties that this Lease would have been executed had such illegal or invalid provision or provisions not been included herein.

In addition, the parties hereto agree that no damages or breach shall be claimed or available to the parties as a result of such provision being severed; and, should either or both the parties hereto be held liable for damages to any third party because of the provisions of this Lease, the party against which such damages are assessed shall have the option of removing said provision, and no damages may be claimed or available to the other party by reason of such removal.

Wherever approval or consent of the Authority or Lessee is required under this Lease approval or consent such shall not be unreasonably withheld or delayed, whether or not it is so stated in the provisions of this Lease which require such consent or approval, nor shall the Authority or Lessee impose unreasonable conditions to its approval or consent.

#### 32. Notices

Notices to the Authority provided for herein shall be sufficient if sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the Executive Director of Aviation, Offices of the Hillsborough County Aviation Authority, Tampa International Airport, Tampa, Florida 33622, and notices to Lessee if sent by registered or certified mail, postage prepaid, return receipt requested, addressed to 200 East Long Lake Rd. Suite 300, Bloomfield Hills, Michigan 48303, Attention: Robert S. Taubman or to such other respective address as the parties may designate in writing from time to time. Copies of all notices sent to Lessee shall be simultaneously sent by registered or certified mail, postage prepaid, return receipt requested, addressed to Tampa Westshore Associates Limited Partnership, 200 East Long Lake Road, Bloomfield Hills, Michigan 48304, Attention: John L. Simon. All notices shall be deemed effective on the date received (as evidenced by the return receipt) or the date delivery was refused by any party.



**33. Limit of Lessee Liabilities**

Upon the submission of reports that One Hundred Million Dollars (\$100,000,000) has been expended on development of the Leased Premises, the Authority agrees that in enforcing the obligations of Lessee or any successor thereto under this Lease, or any lease provided for in Paragraph 17 above, the Authority will look solely to the assets of Lessee or such successor under this Lease, or any lease provided for in Paragraph 17 above, and in and to any buildings and improvements erected on the Leased Premises for the satisfaction of any liability of Lessee or such successor hereunder, or thereunder, and will not seek recourse against any successor thereto or against any of the shareholders, officers, directors, partners or other principals of Lessee or such successor, or any of their separate assets, for such satisfaction.

**34. Application of Development Agreement**

The Authority acknowledges that on September 5, 1995, Concorde Companies entered into a certain Amended and Restated Development, Use and Reciprocal Easement Agreement (the "Development Agreement") with Lessee, which is intended to govern the manner in which the Leased Premises will be developed, for purposes consistent with those desired by the Authority and permitted under this Lease. In order to induce Concorde Companies and Lessee to proceed with the development of the Leased Premises in the manner contemplated in the Development Agreement, the Authority declares, covenants and agrees that throughout the term of this Lease (as the same may be amended, extended or replaced), the Authority's fee simple title to the Leased Premises will be subject to all of the terms, conditions, easements, covenants, restrictions, and limitations set forth in the Development Agreement. The foregoing declaration, covenant and agreement of the Authority shall be a covenant running with the land of the Leased Premises, for the time period specified herein; accordingly, any person or entity taking or acquiring any right, title or interest in, under or to the Leased Premises from the Authority during the term of this Lease (as the same may be amended, extended or replaced) shall do so subject, in all respects, to the Development Agreement. The foregoing declaration, covenant and agreement of the Authority with respect to the application of the Development Agreement shall not continue in perpetuity, but, subject to the provisions of Paragraph 17, shall terminate upon the cancellation, termination or expiration of the term of this Lease (as the same may be amended, extended or replaced). The Authority further agrees to execute such additional documents or instruments as may be reasonably requested by Lessee, in order to confirm or further effectuate the agreements of the Authority hereunder. The provisions of this Paragraph 34 shall be incorporated into the Memorandum of Lease described in Paragraph 23 above.

**35. Development of the Shopping Center**

Lessee shall use its best efforts without the requirement of overtime to commence construction of the Shopping Center as soon as reasonably possible after the date hereof, but in no event later than two (2) years after the date hereof. Commencement of construction shall be deemed to mean the commencement of excavation for foundations for any portion of the Shopping Center. Following commencement of construction, Lessee shall proceed with due diligence and in a continuous manner to complete construction of the Shopping Center. Failure to comply with the provisions of this Paragraph 35 will be a material breach of this Lease.

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IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to cause this Shopping Center Lease to be duly and properly executed, as of the date first above written.

Witnesses as to Hillsborough  
County Aviation Authority

HILLSBOROUGH COUNTY AVIATION AUTHORITY,  
a public body corporate existing under the laws of the  
State of Florida

Marybeth Shenton  
Maria Noe

By: [Signature]  
Its: Chairman

ATTEST: [Signature] (affix corporate seal)  
Secretary

LEGAL COUNSEL APPROVED

[Signature]  
Attorney for Authority

"Authority"

Witnesses as to Tampa Westshore

TAMPA WESTSHORE ASSOCIATES  
LIMITED PARTNERSHIP  
a Delaware limited partnership

[Signature]  
[Signature]

By: The Taubman Realty Group Limited Partnership  
a Delaware limited partnership  
General Partner  
By: [Signature]  
William S. Taubman  
Its: Authorized Signatory

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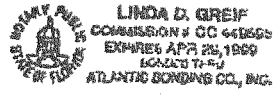
STATE OF FLORIDA )  
COUNTY OF HILLSBOROUGH )

I HEREBY CERTIFY that on this 10<sup>th</sup> day of September A.D., 1988, before me, the undersigned authority, personally appeared Lo. Crosby Reed and Stela F. Thayer respectively Chairman and Secretary of the HILLSBOROUGH COUNTY AVIATION AUTHORITY, a public body corporate under the laws of the State of Florida, to me well known and known to me to be the individuals described in and who executed the foregoing agreement on behalf of said corporation, and severally acknowledged the execution thereof to be their free act and deed as such officers thereunto duly authorized and that the official seal of said corporation is duly affixed and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Tampa, Florida, the day and year first above written.

Linda D. Greif  
Notary Public  
State of Florida

My Commission Expires:  
April 29, 1999



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STATE OF MICHIGAN )  
 )  
COUNTY OF OAKLAND )

I HEREBY CERTIFY that on this 30<sup>th</sup> day of September A.D., 1988, before me, the undersigned authority, personally appeared William S. Taubman an authorized signatory of The Taubman Company Realty Group Limited Partnership, a Delaware limited partnership, General Partner of TAMPA WESTSHORE LIMITED PARTNERSHIP, a Delaware limited partnership to me known to be the individual described in and who executed the foregoing agreement and acknowledges the execution thereof to be his free act and deed.

WITNESS my hand and official seal at Hills <sup>Bloomfield</sup> Michigan, the day and year first above written.

Carole A. Powell  
Notary Public  
State of Michigan

My Commission Expires:

7-19-2002

CAROLE A. POWELL  
Notary Public, Oakland County, MI  
My Commission Expires 07/19/2002

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EXHIBIT A

LEGAL DESCRIPTION OF DEMISED PREMISES

A PORTION OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SECTION 16, TOWNSHIP 29 SOUTH, RANGE 18 EAST, AND THE NORTHEAST ONE-QUARTER (NE 1/4) OF SECTION 17, TOWNSHIP 29 SOUTH, RANGE 18 EAST, HILLSBOROUGH COUNTY, FLORIDA, LYING WITHIN AND WITHOUT THE PLATS OF WEST SHORE ESTATES AS DESCRIBED IN PLAT BOOK 17, PAGE 43, AND WEST SHORE ESTATES REPLAY AS DESCRIBED IN PLAT BOOK 31, PAGE 44 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 16;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID SECTION 16, S 00°20'48" W, FOR 50.00 FEET TO A POINT OF INTERSECTION WITH THE FORMER SOUTH RIGHT-OF-WAY LINE OF VACATED COLUMBUS DRIVE AND THE POINT OF BEGINNING;

THENCE ALONG THE FORMER SOUTH RIGHT-OF-WAY LINE OF VACATED COLUMBUS DRIVE S 89°28'10" E, FOR 468.92 FEET TO A POINT OF CUSP, OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, TO THE LEFT HAVING A CENTRAL ANGLE OF 45°57'10" AND A RADIUS OF 350.00 FEET FOR AN ARC DISTANCE OF 288.73 FEET TO A POINT OF TANGENCY;

THENCE S 44°34'40" W, A DISTANCE OF 53.48 FEET TO A POINT OF CURVATURE OF TANGENT CURVE CONCAVE TO THE EAST;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 80°37'52" AND A RADIUS OF 30.00 FEET FOR AN ARC DISTANCE OF 42.22 FEET TO A POINT OF REVERSE CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 36°24'56" AND A RADIUS OF 400.00 FEET FOR AN ARC DISTANCE OF 254.23 FEET TO A POINT OF TANGENCY;

THENCE S 00°21'44" W, A DISTANCE OF 299.85 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTHEAST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 90°00'00" AND A RADIUS OF 30.00 FEET FOR AN ARC DISTANCE OF 47.12 FEET TO A POINT OF TANGENCY;

THENCE S 89°38'16" E, A DISTANCE OF 5.47 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 39°09'41" AND A RADIUS OF 554.00 FEET FOR AN ARC DISTANCE OF 378.66 FEET TO A POINT OF TANGENCY;

THENCE S 50°28'34" E, A DISTANCE OF 165.11 FEET;

THENCE S 39°31'26" W, A DISTANCE OF 108.00 FEET;

THENCE N 50°28'34" W, A DISTANCE OF 165.11 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 39°09'41" AND A RADIUS OF 448.00 FEET FOR AN ARC DISTANCE OF 304.84 FEET TO A POINT OF TANGENCY;

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SHOPPING CENTER LEASE  
HILLSBOROUGH COUNTY AVIATION AUTHORITY - TAMPA WESTSHORE

Exhibit A, Page 1

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EXHIBIT A

LEGAL DESCRIPTION OF DEMISED PREMISES

THENCE N 89°38'18" W, A DISTANCE OF 5.47 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 90°00'00" AND A RADIUS OF 30.00 FEET FOR AN ARC DISTANCE OF 47.12 FEET TO A POINT OF TANGENCY;

THENCE S 00°21'44" W, A DISTANCE OF 80.95 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTHWEST;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 38°08'42" AND A RADIUS OF 411.00 FEET FOR AN ARC DISTANCE OF 280.92 FEET TO A POINT OF TANGENCY;

THENCE S 39°31'28" W, A DISTANCE OF 227.58 FEET;

THENCE S 48°58'48" E, A DISTANCE OF 324.82 FEET;

THENCE S 39°31'28" W FOR 203.34 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST;

THENCE CONTINUE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 51°42'45" AND A RADIUS OF 1809.86 FEET FOR AN ARC DISTANCE OF 1633.50 TO A POINT OF TANGENCY;

THENCE N 88°45'49" W, A DISTANCE OF 287.74 FEET;

THENCE N 01°48'20" E, A DISTANCE OF 489.38 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF S 07°02'22" W;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 28°18'41" AND A RADIUS OF 630.00 FEET FOR AN ARC DISTANCE OF 311.48 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF N 59°24'25" W;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 28°48'16" AND A RADIUS OF 448.00 FEET FOR AN ARC DISTANCE OF 224.35 FEET TO A POINT ON A NON-TANGENT LINE;

THENCE N 86°13'40" W ALONG THE RADIAL EXTENSION OF THE LAST DESCRIBED CURVE A DISTANCE OF 14.00 FEET TO A POINT ON THE FORMER EAST RIGHT-OF-WAY LINE OF VACATED WESTSHORE BOULEVARD;

THENCE ALONG SAID FORMER RIGHT-OF-WAY LINE THE FOLLOWING 7 COURSES;

THENCE N 01°48'20" E, FOR 171.56 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 01°18'00" AND A RADIUS OF 22,958.32 FEET FOR AN ARC DISTANCE OF 520.91 FEET TO A POINT OF TANGENCY;

THENCE N 00°28'20" E, FOR 83.85 FEET;

THENCE S 89°31'40" E, FOR 24.68 FEET;

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EXHIBIT A

LEGAL DESCRIPTION OF DEMISED PREMISES

THENCE N 00°28'16" E, FOR 116.50 FEET;

THENCE N 88°31'40" W, FOR 24.61 FEET;

THENCE N 00°28'20" E, FOR 1,170.64 FEET TO A POINT OF INTERSECTION WITH THE FORMER SOUTH RIGHT-OF-WAY LINE OF SAID VACATED COLUMBUS DRIVE;

THENCE ALONG SAID FORMER RIGHT-OF-WAY LINE OF VACATED COLUMBUS DRIVE, S 88°45'30" E, FOR 1925.86 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY BOUNDARY OF SAID SECTION 17, SAID POINT BEING THE POINT OF BEGINNING;

SAID LAND CONTAINING 108.79 ACRES MORE OR LESS.

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EXHIBIT B

**AUTHORITY'S DEVELOPMENT STANDARDS AND CONSTRUCTION REQUIREMENTS  
APPLICABLE TO THE LEASED PREMISES UNDER THE SHOPPING CENTER LEASE  
BETWEEN THE AUTHORITY AND TAMPA WESTSHORE ASSOCIATES  
LIMITED PARTNERSHIP, DATED AS OF SEPTEMBER 10, 1998**

1. Authority and Contractor

Wherever the term " Authority" is used in this Exhibit, it refers to Hillsborough County Aviation Authority, Post Office Box 22267, Tampa, Florida 33622. Wherever the term "Contractor" is used, it shall refer to the person, firm or corporation engaging or engaged in construction activities on the Leased Premises.

2. Hold Harmless

The Contractor shall, in addition to the requirements to obtain and maintain insurance, agree to indemnify and hold the Authority, its Board, agents, servants and employees, harmless from any and all claims which arise out of or result from any action, omission, condition created or maintained of or by the Contractor or any of its subcontractors, their officers, employees, agent, servants, or assigns, it being understood that this indemnity and hold harmless provision is not limited by the insurance required under the provisions hereof.

3. Contractors Bonds

Contractor shall cause to be furnished a surety bond issued by a surety company licensed to transact business in the State of Florida and satisfactory to and approved by the Authority, in a sum not less than one hundred percent (100%) of the total cost of the contract or contracts for the construction of the buildings, structures, improvements and facilities included therein, guaranteeing the prompt payment to all persons supplying labor, materials, provisions, supplies and equipment used directly or indirectly by the said contractor, subcontractor(s) and suppliers in the prosecution of the work provided for in said construction contract and protecting the Authority and its property from any loss, liability, losses, or damages arising therefrom. In lieu of the foregoing surety bond, Contractor may, if permitted by law, furnish a letter of credit or other form of security, which meets the approval of the Authority, which letter of credit or other security the Authority has agreed to approve if it provides security equal to that provided by a surety bond. If improvements are constructed on the Demised Premises as part of a shopping center, then the Contractor shall be permitted to provide the Authority, in lieu of the surety bond (or alternative security) specified above, with such other reasonable security as is permitted under applicable law.

4. Contractors Insurance

During the life of the Contract, the Contractor shall provide, pay for, and maintain, with companies, coverages and liability limits satisfactory to the Tenant, the types of insurance required to be maintained by the Tenant under the Lease. All insurance shall be from responsible companies duly authorized to do business in the state of Florida and/or responsible risk retention group insurance companies registered with the State of Florida. All Liability Policies shall provide that the Authority is an additional insured as to the operations of the Contractor and shall also provide the Severability of Interest Provision. Promptly after written Notice of Award of the Contract, the insurance coverages and limits required must be evidenced by properly executed Certificates of Insurance on forms which are to be furnished by the Authority. The Certificates must be personally manually signed by the Authorized Representative of the insurance company shown in the Certificate with proof that he/she is an authorized representative thereof. In addition, certified, true and exact copies of all insurance policies required shall be provided the Authority, on a timely basis, if requested by the Authority. Thirty (30) days written notice by registered or certified mail shall be given the Authority of any cancellation, intent not to renew, or reduction in the policies' coverages, except in the application of the Aggregate Limits Provisions. In the event of a reduction in any Aggregate Limit, the Contractor shall immediately take steps to have it restated. All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the Authority.

The acceptance of delivery to the Authority of any Certificate of Insurance evidencing the insurance coverages and limits required, does not constitute approval or agreement by the Authority that the insurance requirements have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the applicable requirements.

No work shall commence at the site unless and until the required Certificates of Insurance are in effect.

The insurance coverages and limits required of the Contractor are designed to meet the minimum requirements of the Authority. They are not designed as a recommended insurance program for the Contractor. The Contractor alone shall be responsible for the sufficiency of its own insurance program.

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Should the Contractor have any question concerning its exposures to loss under this Agreement or the possible insurance coverages needed therefor, it should seek professional assistance.

If any General Liability Insurance required herein is to be issued or renewed on a "claims made" form, as opposed to the "occurrence" form, the retroactive date for coverage shall be no later than the commencement date of the Project and shall provide that in the event of cancellation or non-renewal the discovery period for insurance claims (Tail Coverage) shall be unlimited.

All of the required insurance coverages must be issued as required by law and must be endorsed, where necessary, to comply with the minimum requirements contained herein. Sixty (60) days written notice by certified or registered mail must also be given to:

Mr. James E. Frea, Jr.  
Sr. Director Finance & Administration  
HILLSBOROUGH COUNTY  
AVIATION AUTHORITY  
Post Office Box 22287  
Tampa, Florida 33622

and

Mr. Otto Lee Henderson  
President  
INSURANCE MANAGEMENT  
CONSULTANTS, INC.  
4113 Inman Avenue  
Tampa, Florida 33609

as to cancellation and intent not to renew any policy and any change that will reduce the insurance coverages required in this Agreement except for the application of the Aggregate Limits Provisions. Renewal Certificates of Insurance on the Authority's form must be provided the Authority thirty (30) days prior to expiration of current coverages so that there shall be no interruption in the work due to lack of proof of insurance coverages required of the Contractor.

5. Compliance with Regulations and Building Codes

The placement or construction of all improvements shall comply with the rules and regulations of the Federal Aviation Administration or its successors; other Federal, State, or local governments now or hereafter created which may have jurisdiction thereof; and the applicable Building Code and other related building regulations of the City of Tampa or the County of Hillsborough.

6. Performance Standards

The following prohibitions and requirements shall apply to the use of completed improvements:

(a) Prohibited Activities. No use shall be made of any improvements, buildings, or building sites which is illegal, which is noxious, offensive, an unreasonable annoyance, or a nuisance to others on or near the Airport. No activity shall be carried on which may be or may become dangerous to public health and safety or which shall increase the fire insurance rating for adjoining or adjacent property.

(b) Noise. The noise level generated on the Leased Premises, including but not limited to the noise from sound equipment, public address systems, and sound production or reproduction devices, shall not at any point on the boundary line of the Leased Premises exceed:

- 75 decibels on the A-weighted scale (dBA) at any time
- 70 dBA for more than 1 minute out of an hour
- 65 dBA for more than 5 minutes out of an hour
- 60 dBA for more than 15 minutes out of an hour
- 55 dBA for more than 30 minutes out of an hour

(c) Air Pollution. The following requirements shall apply:

(i) Any use producing atmospheric emissions shall comply with standards established by the Florida Department of Environmental Protection, the United States Environmental Protection Agency's ambient air quality standards, the Federal Clean Air Act of 1970 and Clean Air Act Amendments of 1990, or by any other Federal, State, or local government authorities now or hereafter created which may have jurisdiction thereof.

(ii) Any use producing smoke, gas, dust, odor, fumes, aerosols, particulates, products of combustion, or any other atmospheric pollutant, shall be conducted within a completely enclosed building and shall not result in any hazard to aviation or public safety.

(iii) The emission of noxious or objectionable odors which are detectable at any point beyond the boundary of the Leased Premises, on which the operation generating such odors occurs, will not be permitted.

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(d) Heat or Glare. Any operation producing intense glare or heat shall be performed within an enclosed or screened area in such manner that perceptible glare or heat is not emitted beyond any boundary line of the Leased Premises.

(e) Waste Disposal. All disposal of storm and sanitary sewage and industrial waste shall be in accordance with all applicable laws and regulations of Authority, the City of Tampa, Hillsborough County, the State, and Federal Government. The discharge of industrial waste or other foreign materials into any component of the storm drainage system or onto any paved or unpaved area is prohibited. The discharge of wastes into the sanitary sewer system shall be in accordance with the Federal Clean Water Act Amendments of 1987 and the Water Pollution Control Act (Clean Water Act) of 1992. The disposal of solid wastes shall be in accordance with the Federal Resource Conservation and Recovery Act and the Hazardous and Solid Waste Amendments of 1994.

(f) Electronic and Radio Interference. No activity shall be conducted on a building site which would interfere with, obstruct, or adversely affect the operation of air navigation aids, Airport radio communications, or the flight operations of aircraft using the Airport.

7. Building Site Development Standards.

(a) Paved off-street parking areas sufficient to accommodate the parking of all automobiles and trucks of employees, tenants, and customers and other vehicles used in the conduct of business shall be provided on the Leased Premises. Parking and maneuvering space shall be provided in accordance with sound and proven traffic engineering standards. Building and other improvements shall be designed and placed upon each building site so that motor vehicles of maximum length permitted by the State of Florida at the time of construction of said building or improvement may be maneuvered and loaded or unloaded off the public streets. On street vehicle maneuvering for loading or unloading shall not be permitted.

(b) Building and Construction Materials.

(i) Any building material may be used which complies with the applicable Building Code of the City of Tampa.

(ii) Any connection from a driveway or sidewalk on the Leased Premises to the paved surface of an abutting public street shall be constructed in accordance with Exhibit B-1 attached hereto.

(iii) All heating and cooling towers, equipment, chimneys, vents, etc., placed on roofs of buildings shall be screened or enclosed in a manner that is architecturally compatible with the main portion of the Building structure.

(iv) Accessory buildings, enclosures, and fences shall be consistent in design and quality of materials with the Building(s) which they serve.

(c) Building Heights. All Building heights shall conform to the Authority Resolution promulgating Airport Zoning Regulations regulating the heights of structures and objects of natural growth, and FAA regulations.

(d) Dust Control. All ground areas not covered by buildings shall be landscaped or paved, shall be properly drained and graded, and shall be maintained in good condition, free of weeds, trash, and other debris.

(e) Illumination. The design and location of exterior lighting shall be subject to the prior written approval of Authority and shall comply in all respects to the requirements of the Federal Aviation Administration or its successors, and other government agencies having applicable jurisdiction with respect to height, type, and placement of lighting standards as they may affect the safety of flight operations into, from, and around Airport.

(f) Landscaping.

(i) All areas not paved or covered by buildings shall be landscaped. In addition to trees, ground cover, and gardens, landscaping shall include, where appropriate, the use of walls, screenings, terraces, fountains, pools, and other water arrangements.

(ii) Such landscaping shall be installed within a period not to exceed ninety (90) days after the occupancy of the building. Irrigation systems and hose bibs shall be provided to serve all landscaped areas.

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(iii) Plans, specifications, and inspection for landscaping shall be accomplished by a professional landscape architect registered in the State of Florida.

(iv) Plant material shall be Florida No. 1 or better as defined by "Grades and Standards for Nursery Plants," published by the Florida Department of Agriculture.

(v) All trees shall at all times be limited to a height of fifty-five (55) feet above the curb line.

(g) Power, Telephone, Cable, or Other Utilities, and Sewer. No electric power, telephone, cable, or other utility line, water pipe, gas pipe, sewer pipe, or drainage pipe (other than roof leaders) shall be installed or maintained upon any building site above the surface of the ground, except for meter connections and trash containers or compactors, which shall be screened or enclosed.

(h) Signs and Advertising. All signs on the Airport shall comply with the applicable regulations of the City of Tampa and shall also comply with the following conditions:

(i) Signs on any building site shall be limited to those which identify the name and type of business of the tenant. Signs that advertise products or services or contain other direct sales information shall not be permitted.

(ii) The size of signs shall be in a direct relationship to the size of the building. No signs shall obstruct the vision of operators of automotive vehicles or aircraft.

(iii) No flashing or rotating signs shall be permitted on any Building Site.

(iv) All signs and advertising devices installed shall be properly maintained.

(v) The height of any free-standing sign shall not be greater than twenty-five (25) feet above the average grade elevation of a building site.

(f) Outside Storage.

(i) All outside storage and refuse facilities shall be constructed so as to eliminate odors, insects, dust, visual nuisances, and other similar nuisances. Refuse shall be stored in closed containers, and refuse storage areas shall be suitably screened from public view by an appropriate screen compatible with the design of the building.

(ii) No vehicles, equipment, material, supplies, or products shall be stored or permitted to remain on any building site outside a permanent building unless such storage is suitably shielded from public view by an appropriate screen compatible in design with the permanent structure.

8. Design and Construction of Improvements:

(a) General. No improvements of any kind shall be erected, altered, placed, assembled, or permitted to remain on the Leased Premises unless and until plans, prepared by an architect or engineer licensed to practice in the State of Florida, showing the type of use, location, size, and architectural and engineering design of same, have been approved in writing by Authority *if* and to the extent such approval is required by the Lease.

(b) Plans Required.

(i) All plans for improvements shall be prepared by registered architects and/or engineers and all plans, specifications, and designs shall be submitted to Authority in accordance with the Lease between Authority and Tenant. These plans include:

(A) Preliminary plans and specifications of all proposed improvements at a suitable scale, but in no event smaller than 1/16-inch to the foot.

(B) An accurate architectural perspective rendering of the proposed improvements, including the proposed exterior color schemes, style, materials, and design, wording, and placement of all signs proposed.

(C) Samples, no smaller than one (1) foot square, or as otherwise requested by Authority, of all materials, paint or other coating colors used on all improvements and visible from ground level from the exterior of all improvements shall be submitted to Authority.

EXHIBIT C  
REQUIRED PROVISIONS FOR ANCHOR TENANT LEASES

ARTICLE \_\_\_\_\_

Ground Lease Provisions Binding Upon Tenant

Section \_\_.01 In addition to all other obligations, restrictions and limitations imposed upon Tenant under this Lease, the REA and Supplemental Agreement, Tenant shall be bound by the provisions of the Ground Lease set forth in this Article \_\_\_\_\_.

Section \_\_.02 Permitted Development: The use and development of the Demised Premises shall be limited to the following (each, a "Permitted Development"):

- A. Trade center or international trade center;
- B. Office;
- C. Hotel, motel and conference center (whether with or without convention facilities);
- D. Retail (sales of goods and merchandise and the provision of services) or shopping;
- E. Shopping center (whether regional retail or otherwise);
- F. Other general business or commercial activities; and
- G. Any other uses which are related to or compatible with any of the foregoing (including, without limitation, entertainment, restaurant, theater, health club and other uses and purposes), as all such terms are generally understood and interpreted in general commercial real estate practices now or hereafter from time to time.

The use of the Leased Premises for the development and operation of an upscale department store constitutes a permitted use of the Leased Premises. For the purposes hereof, an "upscale" department store shall include a department store that would be comparable, in terms of overall quality of management and operation, to either or both of (i) \_\_\_\_\_ located in \_\_\_\_\_ and (ii) \_\_\_\_\_ located in \_\_\_\_\_ as such stores exist on the date of this Lease.

Any use or development not otherwise referred to above proposed to be constructed on the Demised Premises shall be subject to approval of the Authority.

Section \_\_.03 Design Approvals: In connection with the design of Tenant's Building, the following procedures shall be applicable:

A. Except to the limited extent expressly provided in Sections \_\_.03.B. and \_\_.06 below, the Authority shall receive, but have no right to review or approve any plans or specifications with respect to the Tenant's Building. Tenant agrees to provide to Landlord, for submission to the Authority, prior to commencement of construction of the Tenant's Building, with copies of conceptual plans and drawings with respect to the exterior of the Tenant's Building; however, the submission of such items to the Authority shall be for informational purposes only. Tenant shall not be in default under this Lease if Tenant makes any modifications or changes to such plans or drawings for the Tenant's Building, nor shall Tenant be in default if the Tenant's Building is not constructed in accordance with such plans and drawings; provided, however, that the provisions of this sentence shall not permit Tenant to construct the Tenant's Building in violation of the requirements set forth in Section \_\_.03.B and \_\_.05.

B. Tenant acknowledges that the Authority has a legitimate interest in preserving aviation use and safety, relative to the airport operations being conducted in the vicinity of the Demised Premises. Accordingly, Tenant agrees that the Authority will have approval rights (which approvals the Authority has agreed not to unreasonably withhold, delay or condition) with respect to the following elements of the Tenant's Building: (1) the height of the Tenant's Building; (2) the layout and general specifications for any exterior lighting fixtures on the Demised Premises (including, without limitation, lighting fixtures for the parking areas and internal roadways pertaining to the Shopping Center); and (3) the height and lighting criteria for all exterior signs to be installed on or around the Shopping Center. Accordingly, prior to construction of the particular improvements which are the subject of the Authority's rights hereunder, Tenant shall cause to be prepared and submitted to the Landlord, for submission to the Authority, at no expense to the Landlord or the Authority, final plans and specifications for such improvements; the approval process with respect to those final plans and specifications shall be comparable to that set forth

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In Section \_\_03.D. below. Moreover, after approval of the subject plans and specifications by the Authority, Tenant's rights and obligations with respect to the construction and modification of such improvements shall be comparable to those set forth in Section \_\_04 A hereof. The Authority has acknowledged and agreed that the sole criteria by which it will assess any submissions by Tenant hereunder shall be the extent to which Tenant's proposed development will materially adversely affect aviation use or safety at the Airport. In no event shall the provisions of this Section \_\_03.B. provide the Authority with any approval rights whatsoever with respect to any element of the interior of the Tenant's Building.

C. Notwithstanding the foregoing, if any improvements are to be constructed on the Demised Premises other than as a part of a shopping center, the following procedure will be applicable in lieu of Sections \_\_03 A and B. Prior to commencement of any construction of buildings or major improvements on the Demised Premises, Tenant shall cause to be prepared and submitted to Landlord, for submission to the Authority, at no expense to the Landlord or the Authority, final architectural plans for such buildings. It is agreed that such plans may be submitted for portions of the development. Such plans shall be definitive and shall include all necessary working drawings and specifications and shall be drawn in sufficient detail to permit construction in full of the improvements described therein. The Authority has agreed not to unreasonably withhold, delay or condition its approval of such final plans and specifications and any objection thereto is required to be in writing and to state with particularity the reasons therefor. Tenant shall submit preliminary schematic architectural plans at the time that Tenant intends to develop all or a portion of the Demised Premises for the purpose of obtaining a determination from the Authority that such preliminary plans are generally consistent with a Permitted Development; the Authority has agreed to act reasonably in connection with its making of any such determination. The Authority has agreed not to withhold its approval of the final plans required to be submitted under this subparagraph if such final plans are in substantial conformity with the preliminary plans previously approved by the Authority.

D. In connection with the submission of the preliminary and final architectural plans provided for in this Section \_\_03, the Authority has agreed to either approve or disapprove any such submission by Tenant within sixty (60) days after receipt of such submission and failure of the Authority to respond in writing within such time period shall constitute approval by the Authority of any such submission as to which a response is called for. The Authority has agreed, as expeditiously as possible, to review such plans by the date of the next regularly scheduled meeting of the Authority following the submission, but shall not be bound to do so. In the event the Authority shall reasonably object to any matter in such plans specifically stating its objections thereto, Tenant shall make such alterations and changes to such plans, as the case may be, as Tenant deems appropriate for the purpose of satisfying any such objections of the Authority and resubmit same to the Authority for its review and approval. Upon receipt of such resubmission, the Authority has agreed to either approve or disapprove same within twenty (20) days thereafter and failure of the Authority to respond in writing within such time period shall constitute approval by the Authority of such re-submission by Tenant. Such twenty (20) day period shall apply to the first and all subsequent resubmissions of said plans, as the case may be.

E. The provisions of this Section \_\_03 shall be applicable not only in connection with the initial construction on the Demised Premises, but also in connection with any subsequent alteration, renovation, expansion or modification thereof, notwithstanding any provisions in this Lease to the contrary.

Section \_\_04 Construction; In connection with any construction on the Demised Premises:

A. After approval of the final architectural plans, Tenant will use its best efforts to proceed with the construction of the improvements depicted therein, such construction to be completed in substantial compliance with such final plans and specifications and any amendments thereto permitted by this Section \_\_04.A. hereof or approved by the Authority; provided that no deviation from such approved plans shall be permitted that is in conflict with any law or regulation (including regulations of the Authority and the Federal Aviation Administration) regarding aviation safety. Upon completion of any improvement or improvements in accordance with the preceding sentence, such improvement or improvements shall be deemed to be in full compliance with all architectural standards set forth in this Lease and shall not be subject to further approval by the Authority. Notwithstanding any other provision of this Lease, changes or variations in the construction from such final plans and specifications shall not require the Authority's further approval, unless such changes or variations (i) cause a material deviation in the exterior appearance of any buildings depicted by such final plans and specifications; (ii) will materially lessen the quality of materials or workmanship as shown in such final plans and specifications; or (iii) will reduce below applicable zoning requirements the minimum amount of parking necessary to properly service such improvements.

B. In the event any mechanic's, laborer's, materialman's or other lien shall be filed against any portion of the Demised Premises for any work, labor or materials furnished to the Demised Premises, then within sixty (60) days after written notice from the Authority, Tenant shall cause any such lien to be discharged of record by payment, bond or otherwise or post with a reputable title company or other escrow agent acceptable to the Authority, security reasonably satisfactory to the Authority to secure

payment of such lien, if necessary, while Tenant contests to conclusion the claim giving rise to such lien. Tenant shall cause to be furnished a surety bond issued by a surety company licensed to transact business in the State of Florida and satisfactory to and approved by the Authority with Tenant's contractor or contractors as principals, in a sum not less than one hundred percent (100%) of the total cost of the contract or contracts for the construction of the buildings, structures, improvements and facilities included therein, guaranteeing the prompt payment to all persons supplying labor, materials, provisions, supplies and equipment used directly or indirectly by the said contractor, subcontractor(s) and suppliers in the prosecution of the work provided for in said construction contract and protecting the Authority and its property from any liens, liability, losses or damages arising therefrom. In lieu of the foregoing surety bond, Tenant may, if permitted by law, furnish a letter of credit or other form of security, which meets the approval of the Authority, which letter of credit or other security the Authority has agreed to approve if it provides security equal to that provided by a surety bond. If improvements are constructed on the Demised Premises as part of a shopping center, then the Tenant shall be permitted to provide the Authority, in lieu of the surety bond (or alternative security) specified above, with such other reasonable security as is permitted under applicable law.

**Section \_\_.05 Height Limitations and Related Matters**

Tenant will not construct any building or structure on the Demised Premises in violation of applicable height limitations or restrictions which are currently in effect, as enacted by the Authority, the United States of America, the State of Florida, the City of Tampa or the County of Hillsborough nor will Tenant allow any object of natural growth to exceed or be in violation of any such limitation or restriction. If less restrictive height limitations or restrictions are enacted in the future, then Tenant shall only be required to comply with such less restrictive height limitations and restrictions. The Authority has represented to Landlord that the height restrictions currently enacted by the Authority will permit Tenant to construct buildings and structures on the Demised Premises of at least seventy-five feet (75') in height; and that the Authority will not disapprove a proposed building or structure for the Demised Premises (pursuant to Section \_\_.03 above) on the basis of height, as long as the proposed height of such building or structure is below the maximum set forth in the Authority's restrictions. Tenant shall have the right to apply for and obtain, if granted, any variance or exception to such restrictions or limitations (and the Authority has agreed not to unreasonably withhold, delay or condition its consent to any such variance or exception requested by Tenant, but this shall not bind the Authority to grant any variance or exception) or claim the benefit of any applicable changes in such restrictions or limitations. In no event will Tenant be required pursuant to this Section to agree to a change in the use, or to a reduction in the size of the Demised Premises or to a material reduction in the privileges and rights granted under this Lease or to demolish, alter or reduce in size any building or structure erected on the Demised Premises in accordance with this Lease. Subject to the preceding sentence, Tenant shall not allow any installation or operation of electronic devices which would in any way interfere with the safe conduct of the flight of aircraft near the Demised Premises or their use of said Airport, and further, that Tenant is to make no use of the said Demised Premises which would in any way interfere with the safe conduct of the Airport or aircraft operations. It is understood that the governmental entity charged with enforcing such restrictions is to make all determinations as to whether or not such an interference does or might exist in the use or occupation of the said Demised Premises, provided that (i) nothing herein shall preclude Tenant from contesting any such determination during which such alleged interference will not be maintained or allowed to exist, and (ii) the Authority has represented to Landlord that the development, use and operation of a shopping center on the Demised Premises will not constitute a use of the Demised Premises that would in any way interfere with the safe conduct of the Airport or aircraft operations. It is further understood and agreed by Tenant that the Demised Premises are in an area near which aircraft will operate at low altitudes or on the Authority's Airport and that Tenant hereby waives any claims, demands, losses, damages, liabilities, or causes of action of every kind and character or nature which it may have against the Authority or any other government agency by virtue of said aircraft landing or taking off from or using the Airport, including noise, vibration, fall out or other in connection therewith; provided, however, that such waiver shall not extend to claims Tenant may be able to pursue against non-governmental third parties. Nothing in this Section shall be construed to prevent Tenant from contesting the validity or applicability of any limitations or restrictions which may be promulgated in the future and nothing herein shall preclude Tenant from asserting that it has acquired vested rights, as provided by law, in contesting the enforcement of any limitation or restriction against Tenant.

**Section \_\_.06 Signs**

Tenant shall not permit, allow, or cause to be erected, installed, maintained, painted, or displayed on the exterior of any building or improvement located upon the Demised Premises or any part thereof any sign, lettering, placard, announcement, advertising media or advertising material of any kind whatsoever, without the prior written approval of the Authority; provided, however, that the Authority has agreed to approve identifying signs traditionally used by occupants of the Demised Premises if they are consistent with a first quality development; and provided further, however, that if improvements are constructed on the Demised Premises as part of a shopping center, then the Authority shall be deemed to have approved any sign that is consistent with the signage height and lighting criteria that has then been approved by the Authority pursuant to Section \_\_.05.B. above. In no event shall any sign be permitted that conflicts with any law or regulation (including regulations of the Authority and the Federal Aviation

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Administration) regarding aviation safety, which law or regulation is in effect at the time that the subject sign is first constructed or installed. Tenant may require that any required approval under this Section \_\_\_06 shall be provided following the same process and time periods as specified in Section \_\_\_03.D hereof. It is understood that Tenant, its subtenants and assigns shall require the use of signs at various places on the Demised Premises, and in consideration of the foregoing, the Authority shall not unreasonably withhold its approval. Tenant shall not permit, allow, or cause to be used in or at the Demised Premises any advertising media or device such as phonographs, radios, public address system, sound production or reproduction devices, changing, flashing, flickering, or moving lights or lighting devices or any similar devices, the effect of which shall be visible or audible from the exterior of said Demised Premises. Any sign which is approved by the Authority as part of the approval procedures set forth in Section \_\_\_03 hereof shall be deemed approved for purposes of obtaining an approval required under the provisions of this Section \_\_\_06, but nothing contained in this Section \_\_\_06 shall require Tenant to seek approval of signs under the procedures set forth in Section \_\_\_03 hereof.

**Section \_\_\_07 Compliance with the Authority's Development Standards and Construction Requirements**

Any development and construction on the Demised Premises shall at all times comply with the Authority's Development Standards and Construction Requirements which are set forth in Exhibit \_\_\_ attached hereto and incorporated herein by reference. Tenant shall require its contractors and all subcontractors to also comply with such Requirements to the extent applicable to their Work. Tenant shall keep the Demised Premises and any improvements thereon free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by or on behalf of Tenant except as provided in (and subject to the provisions of) Section \_\_\_04.B, above. It is agreed that should this Lease contain provisions which are in conflict with the Development Standards and Construction Requirements, then the provisions of this Lease shall prevail.

**Section \_\_\_08 Public Use, Federal Grants and Nondiscrimination**

A. The Demised Premises and the Airport are subject to the terms of those certain sponsor's assurance agreements made to guarantee the public use of the Airport as incidental to grant agreements between the Authority and the United States of America, predecessor in title to a portion of the Demised Premises and the Authority represents that none of the provisions of the Ground Lease violates any of the provisions of such sponsor's assurance agreements, or the Quit Claim Deed recorded at Deed Book 1535, page 224 of the Public Records of Hillsborough County.

B. Tenant covenants and agrees that this Lease is subordinate to the provisions of those existing agreements between the Authority and the United States Government relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the granting of federal funds for the development of the Airport to the extent that the provisions of any such existing agreements are generally required by the United States at other civil airports receiving federal funds. All such existing agreements are listed on Exhibit \_\_\_ attached hereto and incorporated herein by reference; true and complete copies of all such existing agreements have previously been delivered to Tenant. If any future agreements are hereafter entered into by the Authority and the United States Government relative to the operation or maintenance of the Airport, the execution of which will be required as a condition precedent to the granting of federal funds for the development of the Airport, which agreements must be superior to this Lease (and which priority is also required as a condition precedent to the granting of federal funds for the development of the Airport), Tenant will not unreasonably withhold, delay or condition its agreement to subordinate this Lease to such future agreements; provided, however, that the provisions of any such future agreements must be generally required by the United States at other civil airports receiving federal funds; and provided further, however, that the Authority requests such subordination and gives Tenant written notice in advance of the execution of such agreements, which request contains a description of any provisions which will modify the terms of this Lease and an explanation as to why the same are reasonably required for the Authority to obtain federal funds. Notwithstanding the foregoing, in no event will Tenant now or hereafter be required, pursuant to this Section \_\_\_08.B, to agree to or be bound by any provision which results in or requires an increase in the rental, fees or other charges payable by Tenant under this Lease, a change in the permitted uses or a reduction in the size or location of the Demised Premises, the alteration in any material respect or the reduction in size or height of any building or other improvement erected or otherwise permitted to be erected on the Demised Premises, a material reduction in the rights and privileges granted to Tenant or any Leasehold Mortgagee under this Lease or a material increase in the obligations imposed on Tenant under this Lease.

C. In the event that the Federal Aviation Administration or its successors requires modifications or changes in this Lease as a condition precedent to the granting of funds for the improvement of the Airport, Tenant agrees that it will not unreasonably withhold, delay or condition its consent to (or execution of) such amendments, modifications, revisions, supplements or deletions of any of the terms, conditions or requirements of this Lease as may be reasonably required to obtain such funds; provided, however, that in no event will Tenant be required, pursuant to this Section \_\_\_08.C, to agree to or be bound by any amendments, modifications, revisions, supplements or deletions which result



in or require an increase in the rental, fees or other charges payable by Tenant under this Lease, a change in the permitted uses or a reduction in the size or location of the Demised Premises, the alteration in any material respect or the reduction in size or height of any building or other improvement erected or otherwise permitted to be erected on the Demised Premises, a material reduction in the rights and privileges granted to Tenant or any Leasehold Mortgages under this Lease or a material increase in the obligations imposed on Tenant under this Lease.

D. As long as required by applicable law, but only if and to the extent expressly so required by applicable law, Tenant for itself, its personal representatives, successors in interest and assigns as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that:

(i) No person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination in the use of said Demised Premises or facilities.

(ii) That in the construction of any improvements on, over, or under such Demised Premises and the furnishing of services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination with respect to, such construction or services.

(iii) Tenant shall use the Demised Premises and facilities in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

Notwithstanding the foregoing, if improvements are constructed on the Demised Premises as part of a shopping center and Tenant believes that some or all of the foregoing provisions of this Section \_\_\_08D are not, or should not be, applicable (pursuant to then-current law) to such Tenant, the Demised Premises and/or the tenants or occupants of the Demised Premises, then Tenant shall have the right to seek a determination to that effect from such governmental agency as may have jurisdiction or authority over this matter. If such governmental agency determines that some or all of the foregoing provisions of this Section \_\_\_08D are not applicable (pursuant to then-current law) to Tenant, the Demised Premises and/or the tenants or occupants of the Demised Premises, then the provisions determined to be inapplicable under law shall automatically become inapplicable (to the same extent) under this Lease. The Authority has agreed to cooperate with Tenant in its efforts to obtain any such determination of inapplicability with respect to the foregoing provisions of this Section \_\_\_08D, and to participate in such hearings and conferences and to execute such documents and instruments as are reasonably requested by Tenant with respect to the same.

E. If Tenant breaches any of the above nondiscrimination covenants, and fails in good faith to take and pursue curative action within the applicable periods of time for notice and cure set forth herein, after the expiration of all appeal periods set forth below, the Authority shall have the right to reenter the Demised Premises and facilities thereon, and the said Demised Premises and facilities shall thereupon revert to and vest in and become the absolute property of the Authority and its assigns. This provision shall not be effective until the procedures of Title 49, Code of the Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights, nor shall this provision be effective if and for so long as Tenant is pursuing its rights against the person or entity causing the subject default.

Section \_\_\_09 Rules and Regulations: Tenant covenants and agrees to observe and obey all reasonable rules and regulations not conflicting with the terms, conditions, provisions and purposes of this Lease as may be promulgated from time to time by the Authority governing the safe use of its facilities; except that the Authority agrees that any rules and regulations so promulgated and as applied to Tenant shall not be inconsistent with any constitution, law, rule or regulation of the State of Florida or the United States of America or any agency thereof having jurisdiction over the Demised Premises, and shall not conflict with this Lease or any other agreement between the parties herein. If any such rules or regulations are hereafter promulgated by the Authority, which rules or regulations are intended by the Authority to be applicable to the Demised Premises, then the Authority shall provide copies of all of the same to Tenant, for its review and consideration, not less than ninety (90) days prior to the date on which such rules or regulations will be effective.

OR BK 09535 PG 0045



EXHIBIT D

AGREEMENT FOR RECOGNITION OF OPERATING AGREEMENT AND NONDISTURBANCE AND ATTORNMENT PROVISION OF GROUND LEASE

THIS AGREEMENT is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 199\_, by and between HILLSBOROUGH COUNTY AVIATION AUTHORITY, a public body corporate existing under the laws of the State of Florida (the "Authority") whose address is P. O. Box 22287, Tampa, Florida 33622 (the "Authority"), TAMPA WESTSHORE ASSOCIATES LIMITED PARTNERSHIP, a Delaware limited partnership, whose address is 200 East Long Lake Road, Suite 300, Bloomfield Hills, Michigan 48303-0200 ("Developer") and \_\_\_\_\_, a \_\_\_\_\_ corporation authorized to do business in the State of Florida, whose address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ ("Department Store").

OR BK 02535 Pg 0046

WITNESSETH:

WHEREAS, the Authority, as Landlord, and Developer's predecessor-in-interest, as Tenant, entered into a certain Shopping Center Lease dated as of the \_\_\_\_ day of \_\_\_\_\_ 1998, ("Ground Lease"), a Memorandum of which has been recorded prior to the recordation of this Agreement, with regard to certain property located in the City of Tampa and County of Hillsborough, Florida, which property so leased is more particularly described in said Ground Lease; and

WHEREAS, Developer concurrently herewith is entering into a lease with [Department Store] for a portion of the property leased by Developer under and pursuant to the Ground Lease, which portion of the property so leased is more particularly described in said lease, a memorandum of which will be recorded prior to the recordation of this Agreement ("[Department Store] Lease"), and in Exhibit A attached hereto and made a part hereof; and

WHEREAS, Developer concurrently herewith is entering into a lease with \_\_\_\_\_ ("[Second Department Store]") for another portion of the property leased by Developer under the Ground Lease ("[Second Department Store] Lease"); and

WHEREAS, Developer concurrently herewith is entering into a lease with \_\_\_\_\_ ("[Third Department Store]") for another portion of the property leased by Developer under the Ground Lease ("[Third Department Store] Lease"); and

WHEREAS, simultaneously with the execution of the [Department Store] Lease, the [Second Department Store] Lease and, the [Third Department Store] Lease, Developer, [Department Store], [Second Department Store], and [Third Department Store] are executing a certain Construction, Operation and Reciprocal Easement Agreement ("Operating Agreement") in respect of that portion of the property leased by Developer under and pursuant to the Ground Lease which is to be developed by Developer, [Department Store], [Second Department Store], and [Third Department Store] as a Retail

Center, as is more particularly described in said Operating Agreement, which Operating Agreement will be recorded prior to the recordation of this Agreement; and

WHEREAS, such Operating Agreement sets forth the basis upon which each of Developer, [Department Store], [Second Department Store], and [Third Department Store] are to develop their respective adjacent properties and further provides for certain easements, restrictions, licenses, rights and obligations with regard to said parties and their respective properties; and

WHEREAS, [Department Store] requires the execution and delivery of this agreement as a condition precedent to the execution and delivery by [Department Store] of the [Department Store] Lease and the Operating Agreement; and

WHEREAS, the Authority is willing to accede to the request of Developer and [Department Store] to enter into this Agreement;

NOW, THEREFORE, to induce and in consideration of the execution and delivery by [Department Store] of the [Department Store] Lease and the Operating Agreement and in consideration of the premises and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

#### ARTICLE 1

##### RECOGNITION OF OPERATING AGREEMENT

Section 1.1 The Authority hereby agrees that all of its right, title and interest in that portion of the property described in the Ground Lease which is covered by and described in the Operating Agreement shall be subject to the rights, obligations, easements, restrictions and licenses created by the Operating Agreement, as same may be amended, modified, extended or supplemented, with the approval of the Authority, not to be unreasonably withheld. Notwithstanding the foregoing, it is understood and agreed that the Authority shall have no financial or other liability or responsibility with regard to the Operating Agreement.

#### ARTICLE 2

##### NONDISTURBANCE AND ATTORNMENT

Section 2.1 The Authority hereby acknowledges that it has been furnished a copy of the [Department Store] Lease as executed by Developer and [Department Store], and that the Authority hereby approves of and consents to the [Department Store] Lease, as same may from time to time be amended or modified with the approval of the Authority, not to be unreasonably withheld.

Section 2.2 The Authority hereby covenants and agrees that during the entire term of the [Department Store] Lease, [Department Stores] possession and rights under the [Department Store] Lease shall not be abrogated, diminished or otherwise adversely affected in any way by reason of any default under the Ground Lease or by reason of termination, cancellation, surrender or expiration of the Ground Lease. In the event of any such termination, cancellation, surrender or expiration of the Ground

Lease, the Authority shall accept the attainment of [Department Store] thereafter and the Authority shall recognize the rights of [Department Store] under the [Department Store Lease] so long as [Department Store] shall not have been finally adjudicated to be in default under the [Department Store] Lease; provided that the Authority will not be responsible for (a) any action or inaction of Developer under the [Department Store] Lease or (b) to cure any default by Developer under the [Department Store] Lease which occurred or commenced prior to the termination of the Ground Lease. [Department Store] shall not be named or joined in any action or proceeding by the Authority under the Ground Lease to recover possession from Developer. On the date of expiration or sooner termination of the Ground Lease, Developer shall assign (and by the execution hereof does assign), effective upon such termination, to the Authority all of Developer's right, title and interest under and pursuant to the [Department Store] Lease.

### ARTICLE 3

#### GENERAL COVENANTS

Section 3.1 The Authority shall furnish simultaneously to [Department Store] a copy of any notice sent to Developer under the Ground Lease, and shall advise [Department Store] in writing upon the expiration or termination of the Ground Lease for any cause. Wherever in this agreement or in the [Department Store] Lease a party hereto shall be required or permitted to serve a notice or demand on any party, such notice or demand shall be given or served as hereinafter provided.

Notices shall be sent to:

The Authority:	Hillsborough County Aviation Authority P. O. Box 22287 Tampa, Florida 33622 Attention: Director of Aviation
Developer:	Tempa Westshore Associates Limited Partnership 200 East Long Lake Road Suite 300 Bloomfield Hills, Michigan 48303-0200 Attention: John L. Simon

[Department Store];

and such other places as hereafter shall be designated in writing by the respective parties. Such notice shall be mailed by United States registered or certified mail, return receipt requested, postage prepaid.

Section 3.2 The Authority agrees to and does hereby waive and relinquish any and all rights or remedies against [Department Store], pursuant to any lien, statutory or otherwise, that it may have against the property, goods or chattels of [Department Store] in or on the premises demised to [Department Store] under the [Department Store] Lease, except as provided Developer under the [Department Store] Lease.

Section 3.3 There shall be no merger of the [Department Store] Lease nor the leasehold estate created thereby with the fee estate or any other leasehold estate in the Premises or any part thereof by reason of the fact that the same person may acquire or own or hold directly or indirectly: (i) the

ORIGINAL

(Department Store) Lease or the leasehold estate created thereby and (ii) any other leasehold estate or the fee estate in the property demised under and pursuant to the [Department Store] Lease or any part thereof or any interest therein, unless and until all persons having any interest in any of the foregoing estates shall execute, deliver and record a written instrument effecting such merger.

Section 3.4 The agreements herein contained shall bind and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns and shall be deemed covenants running with the land.

IN WITNESS WHEREOF, the parties hereto have executed this Subordination to Operating Agreement and Nondisturbance and Attornment Under Lease as of the day and year first above written.

WITNESSES:

HILLSBOROUGH COUNTY AVIATION  
AUTHORITY, a public body corporate existing  
under the laws of the State of Florida

By: \_\_\_\_\_

Its: Chairman

"Authority"

ATTEST:

\_\_\_\_\_  
Secretary

(Affix corporate seal)

AUTHORITY

OR BK 09535 PG 0049

\_\_\_\_\_  
Witnesses as to Hillsborough  
County Aviation Authority

LEGAL FORM APPROVED

\_\_\_\_\_  
Attorney for Authority

TAUBMAN WESTSHORE ASSOCIATES  
LIMITED PARTNERSHIP,  
a Delaware limited partnership

By: The Taubman Realty Group  
Limited Partnership  
a Delaware limited partnership  
- General Partner

By: \_\_\_\_\_

Its:

"Developer"

6/11

[DEPARTMENT STORE],  
a \_\_\_\_\_ corporation authorized to do business in the  
State of Florida

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Attest: \_\_\_\_\_

[Department Store]

STATE OF COLORADO )  
 )ss  
COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 199\_\_, by  
HILLSBOROUGH COUNTY AVIATION AUTHORITY and \_\_\_\_\_ who are the  
and Assistant Secretary of HILLSBOROUGH COUNTY AVIATION AUTHORITY, a public body corporate  
existing under the laws of the State of Florida, on behalf of the corporation.

\_\_\_\_\_  
Notary Public, County of \_\_\_\_\_, FL  
My Commission Expires: \_\_\_\_\_

STATE OF MICHIGAN )  
 )ss  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 199\_\_, by  
\_\_\_\_\_, who is a partner of The Taubman Realty Group Limited Partnership, a  
Delaware co-partnership, the General Partner of TAMPA WESTSHORE ASSOCIATES LIMITED  
PARTNERSHIP, a Delaware limited partnership, on behalf of the partnership.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, Delaware  
My Commission Expires: \_\_\_\_\_

STATE OF MASSACHUSETTS )  
 )ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 199\_\_, by  
and \_\_\_\_\_, who are the \_\_\_\_\_ and Assistant Secretary of [DEPARTMENT STORE], a  
\_\_\_\_\_ corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Instrument drafted by and  
when recorded return to:

Lawrence D. McLaughlin, Esquire  
Honigman Miller Schwartz and Cohn  
2280 First National Building  
Detroit, Michigan 48226  
Telephone 313/258-7871

OR BK 09535 PG 0050

Exhibits

Exhibit A - [Department Store] Parcel

**EXHIBIT A**  
**LEGAL DESCRIPTION**

OR BK 09535 PG 0051

EXHIBIT E

THIS INSTRUMENT DRAFTED BY

Lawrence D. McLaughlin, Esq.  
Honigman Miller Schwartz and Cohn  
2290 First National Building  
Detroit, Michigan 48228-3583

WHEN RECORDED RETURN TO:

Lawrence D. McLaughlin, Esq.  
Honigman Miller Schwartz and Cohn  
2290 First National Building  
Detroit, Michigan 48228-3583

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE, made and entered into as of the 10<sup>th</sup> day of September, 1998, by and between HILLSBOROUGH COUNTY AVIATION AUTHORITY, a public body corporate existing under the laws of the State of Florida (the "Authority"), and TAMPA WESTSHORE ASSOCIATES LIMITED PARTNERSHIP, a Delaware limited partnership ("Lessee");

WITNESSETH THAT:

WHEREAS, pursuant to a certain Shopping Center Lease (the "Lease") dated as of the 10<sup>th</sup> day of September, 1998, the Authority has leased to Lessee, and Lessee has leased from the Authority, certain property located in the City of Tampa, Hillsborough County, Florida, which is more particularly described on Exhibit A, attached hereto and made a part hereof (the "Leased Premises"), upon all of the terms and conditions set forth in the Lease; and

WHEREAS, the parties desire to record a Memorandum of Lease, in order to provide record notice of the existence of the Lease.

NOW, THEREFORE, based on the foregoing premises, the Authority and Lessee hereby declare as follows:

1. The term of the Lease, which has already commenced, will terminate on December 31, 2080.
2. Pursuant to the Lease, the Authority has, among other things:
  - (a) Permitted Lessee (and Lessee's representatives, successors, and assigns) to use a certain access road, located outside of the Leased Premises but within land owned by the Authority, as and to the extent provided in the Lease;
  - (b) Agreed to grant certain nonexclusive easements, for the benefit of the Leased Premises, over land owned by the Authority but located outside of the Leased Premises, for the purposes of establishing connecting roads between the Leased Premises and the access road referenced in paragraph (a) above;
  - (c) Granted certain nonexclusive easements, for the benefit of the Leased Premises, over those portions of Westshore Boulevard and Columbus Drive which are owned by the Authority, with such rights and obligations relating to the same as are set forth in the Lease;
  - (d) Agreed not to take certain actions (as and to the extent specified in the Lease) that the Authority might otherwise have the power to take, in its capacity as a governmental agency;
  - (e) Agreed to permit the division of the Lease, in which event the Authority would enter into one or more new leases covering portions of the Leased Premises (provided certain procedural requirements, specified in the Lease, are satisfied), with terms and provisions as specified in the Lease;
  - (f) Agreed to restrict the sale, lease, or other conveyance of portions of the Leased Premises (following a division of the Lease, as described in paragraph (e) above), without providing certain other parties (specified in the Lease) with the first right to lease the same;
  - (g) Agreed that it will not execute any mortgage, deed of trust or similar instrument, or create or suffer any lien or encumbrance, which shall affect the Leased Premises, except in certain limited circumstances which are expressly described in the Lease;

DET\_CW2780.4

SHOPPING CENTER LEASE  
HILLSBOROUGH COUNTY AVIATION AUTHORITY - TAMPA WESTSHORE

Exhibit E, Page 1

OR ER 09595 PG 0052

- (h) Agreed that it will not sell, assign, transfer or convey the Authority's fee interest in the Leased Premises (or any portion thereof) without providing Lessee with a right of first refusal with respect to the same (as specified in the Lease);
- (i) Agreed to subject the Authority's fee simple title to the Leased Premises to the terms, conditions, easements, covenants, restrictions and limitations set forth in that certain Amended and Restated Development, Use and Reciprocal Easement Agreement (the "Development Agreement") dated September 2, 1998, between Lessee and Concorde Companies; provided, however, that the subjecting of the Authority's fee simple interest in the Leased Premises to the Development Agreement will cease and terminate upon the expiration of the term of the Lease (as amended, extended or replaced).

The foregoing is not a complete description of all of the terms, provisions and agreements set forth in the Lease; all persons are referred to the Lease itself for the full terms and provisions thereof.

3. This Memorandum of Lease is being executed and recorded for the sole purpose of providing recorded notice of the existence of the Lease. This Memorandum of Lease shall not be construed to supersede, vary, modify or interpret the Lease or any of the terms, provisions, covenants, or conditions thereof. All persons are hereby put on notice of the Lease and are referred to the Lease for all of the terms and conditions contained therein, and for easements and restrictions affecting the Leased Premises and certain other land located in the immediate vicinity of the Leased Premises (including, without limitation, those easements and restrictions specifically referenced above). In the event of any conflict between the terms of the Lease and the terms of this Memorandum of Lease, the provisions of the Lease shall govern and control.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to cause this Memorandum of Lease to be duly and properly executed, as of the day first above written.

HILLSBOROUGH COUNTY AVIATION  
AUTHORITY, a public body corporate existing  
under the laws of the State of Florida

By: \_\_\_\_\_

Its: Chairman "Authority"

ATTEST:

\_\_\_\_\_  
Secretary

(Affix corporate seal)

AUTHORITY

\_\_\_\_\_  
Witnesses as to Hillsborough  
County Aviation Authority

LEGAL FORM APPROVED

\_\_\_\_\_  
Attorney for Authority

TAMPA WESTSHORE ASSOCIATES LIMITED  
PARTNERSHIP, a Delaware limited partnership

By The Taubman Realty Group Limited  
Partnership, a Delaware limited  
partnership

By: \_\_\_\_\_

Its Authorized Signatory

\_\_\_\_\_  
Witnesses as to Tampa Westshore

CR BK 09535 PG 0053



STATE OF FLORIDA }  
COUNTY OF HILLSBOROUGH }

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 1996, before me, the undersigned authority, personally appeared \_\_\_\_\_ and \_\_\_\_\_ respectively \_\_\_\_\_ and \_\_\_\_\_ of the HILLSBOROUGH COUNTY AVIATION AUTHORITY, a public body corporate under the laws of the State of Florida, to me well known and known to me to be the individuals described in and who executed the foregoing agreement on behalf of said corporation, and severally acknowledged the execution thereof to be their free act and deed as such officers thereunto duly authorized and that the official seal of said corporation is duly affixed and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Tampa, Florida, the day and year first above written.

\_\_\_\_\_  
Notary Public  
State of Florida

My Commission Expires:  
\_\_\_\_\_

OR BK 09535 PG 0054

STATE OF FLORIDA }  
COUNTY OF HILLSBOROUGH }

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 1998, before me, the undersigned authority, personally appeared \_\_\_\_\_ as authorized signatory of The Taubman Realty Group Limited Partnership, a Delaware limited partnership, general partner of Tampa Westshore Associates Limited Partnership, a Delaware limited partnership, to me known to be the individual described in and who executed the foregoing agreement and acknowledges the execution thereof to be his free act and deed.

WITNESS my hand and official seal at \_\_\_\_\_, Michigan, the day and year first above written.

\_\_\_\_\_  
Notary Public  
State of Michigan

My Commission Expires:  
\_\_\_\_\_

OR BK 09535 PG 0055

EXHIBIT "F"

FAA ADAP AND AIP PROJECTS 1971-1997  
TAMPA INTERNATIONAL AIRPORT

PROJECTS	ENTITLED/AVY FUNDS	NONCRETIONARY FUNDS	TOTAL	ACCEPTANCE DATE
ADAP-01 (1971)	3171,811		3171,811	
ADAP-02 (1971)	51,588,888		51,588,888	
ADAP-03 (1972)	2333,888		2333,888	
ADAP-04 (1973)	282,877		282,877	
ADAP-05 (1974)	248,295		248,295	
ADAP-06 (1975)	23,449,888		23,449,888	
ADAP-07 (1976-77-78)	51,616,000		51,616,000	
ADAP-08 (1979)	5128,171		5128,171	
ADAP-09 (1979)	21,211,888	2205,380	23,417,268	
ADAP-10 (1980)	23,390,511		23,390,511	
ADAP-11 (1981)	22,763,581		22,763,581	
TOTAL ADAP	279,225,583	2205,380	281,430,963	
AIP-02-12-0014-01 Rehab Runway 9-37	(AMNDT 1.01) 23,815,873	(02) 2444,141	26,260,014	09/08/82 07/08/82
AIP-02-12-0014-02 Rehab Taxiway "A" between W-1 & W-2 Const. Air Data System R/WCH. Asphalt Runoff Lead	(04) 23,374,379	(AMNDT 1.04) 2281,688 (AMNDT 2.06) 899,334	24,475,401	02/28/84 04/22/84 04/22/84
AIP-02-12-0014-03 ANCLINE		(04) 2,109,304	2,109,304	03/07/82
AIP-02-12-0014-04 Rehab Taxiway "A" & A/E "F" Taxiway Curve	(04) 23,631,132 (AMNDT 1.06) 23,729,482 (AMNDT 2.07) 21,296,196		24,427,780	04/28/84 11/01/84 11/29/84
AIP-02-12-0014-05 A/E "F" Runway Recessed	(AMNDT 2.07) 23,294,422	(06) 21,000 (AMNDT 1.09) 2192,843	23,227,922	09/18/84 11/23/84 09/18/82
AIP-02-12-0014-06 CYR Station		(08) 284,567 (AMNDT 1.08) 211,754	496,321	07/01/82 04/22/82
AIP-02-12-0014-07 A/E "F" Runway & Apron Strip		(06) 216,400 (AMNDT 1.02) 168,628	385,028	04/28/84 04/23/82
AIP-02-12-0014-08 TIA Master Plan		(07) 222,800	222,800	01/08/82
AIP-02-12-0014-09 A/E "F" Apron	(07) 21,073,228	(AMNDT 1.07) 228,181	21,301,409	03/08/82 04/18/82
AIP-02-12-0014-10 Rehab Taxiway 7707	(04) 21,341,888		21,341,888	04/28/84
AIP-02-12-0014-11 Rehab Runway 18L-38R	(08) 21,027,844 (AMNDT 1.09) 2282,156 (AMNDT 2.09) 2223,229	(08) 24,000,000	24,994,809	04/28/84 11/23/84 02/08/89
AIP-02-12-0014-12 Rehab Taxiway "C" & Const. High Bypass	(09) 24,262,418 (AMNDT 1.09) 2127,381	(09) 24,550,000 (AMNDT 2.09) 2322,222 (AMNDT 3.03) 2222,168	24,418,418	09/18/84 03/08/84 03/08/84 04/23/84
AIP-02-12-0014-13 Rehab Taxiway Apron	(09) 24,254,124 (AMNDT 1.01) 21,494,196		24,748,320	04/28/84 12/12/89
AIP-02-12-0014-14 Access Control Phase I		(09) 21,578,000 (AMNDT 1.01) 222,222 (AMNDT 2.01) 222,222	21,822,444	04/28/84 04/28/84
AIP-02-12-0014-15 Taxiway "C" Phase II	(01) 21,810,000	(AMNDT 1.02) 273,211	22,083,211	01/24/81 04/13/82

COMPTON/DODGALL-AIP-TM

Sheet 1 of 199

OR BK 09535 PG 0056

AP-03-12-0078-16 Complete Reg'n R/W HLGSR Soil Studies R/W HLGSL		(71) 324,000		08/01/91
		(AMDT 1.91) 51,828	230,172	06/17/93
AP-03-12-0078-17 R/W "C" Phase II Access Canal (Phase II)	(AMDT 1.91) 2497,457	(71) 2910,243		05/05/91 11/20/91 05/05/93
		(AMDT 1.91) 316,700	51,334,700	
AP-03-12-0078-18 AS "B" Abandon	(72) 2697,552		(72) 2697,552	12/29/91
AP-03-12-0078-19 Shank (Phase II) New Alford Vase	(70) 21,244,154	(70) 2026,800	54,488,164	03/20/92
AP-03-12-0078-20 R/W II-1	(70) 2171,347	(70) 973,750	1238,204	01/29/92 05/05/92
		(AMDT 1.90) 55,204		
AP-03-12-0078-21 Shank (Phase II)	(70) 24,451,005		24,451,005	05/20/92
AP-03-12-0078-22 R/W & R/W Signs		(70) 11,723,767 (AMDT 1.90) 212,498	21,832,765	06/29/92 10/05/92
AP-03-12-0078-23 AS "A" & "D" Shanks AS "A" Signs	(70) 21,127,403	(AMDT 1.90) 81,800	21,105,603	05/20/94 01/04/94
AP-03-12-0078-24 AS "C" & "D" Shanks AS "A" Signs	(70) 21,144,594	(AMDT 1.90) 234,200	21,120,394	03/20/94 01/04/94
AP-03-12-0078-25 AS "C" & "D" Shanks AS "A" Signs	(70) 21,542,812		21,542,812	03/20/94
AP-03-12-0078-26 Shank Shanks ASFT		(70) 2216,200 (AMDT 1.90) 51,955	2228,155	04/05/95 04/05/95
AP-03-12-0078-27 R/W III, VII		(70) 2697,000	2697,000	05/01/95
AP-03-12-0078-28 Landfill Elevation	(70) 21,542,812		21,542,812	03/01/96
AP-03-12-0078-29 Rehab Old Light Vase R/W HLGSR Edge Light	(70) 2249,136	(70) 339,004 (AMDT 1.91) 217,864	2488,200	05/05/96 10/05/97
AP-03-12-0078-30 R/W HLGSL Reconstruction		(70) 25,427,200	25,427,200	07/05/96
AP-03-12-0078-31 Transfer Land Reclamation Open Surface Top Road	(70) 23,145,488 (70) 1500,200	(70) 2100,200	21,245,488	07/10/97
TOTAL ASP:	294,068,720	230,420,000	222,296,598	
GRAND TOTAL:	272,244,281	24,527,233	208,271,046	

OR BK 09535 PG 0057

ORIGINAL



INSTR # 2001237017  
OR BK 10958 PG 1851

RECORDED 07/25/2001 03:09 PM  
RICHARD WKE CLERK OF COURT  
HILLSBOROUGH COUNTY  
DEPUTY CLERK P Home 11

FIRST AMENDMENT TO  
SHOPPING CENTER

LEASE

BETWEEN

HILLSBOROUGH COUNTY  
AVIATION AUTHORITY,  
As Lessor,

AND

TAMPA WESTSHORE ASSOCIATES  
LIMITED PARTNERSHIP,  
As Lessee

June 1, 2001

*Return to:*  
*Hillsborough County*  
*Aviation Authority*  
*PO BOX 22287*  
*Tampa, FL 33622*

6

**FIRST AMENDMENT TO LEASE**

This First Amendment to Lease is made and entered into as of this 1st day of June, 2001, by and between Hillsborough County Aviation Authority, a public body corporate existing under the laws of the State of Florida ("Authority") and Tampa Westshore Associates Limited Partnership ("Lessee");

**WITNESSETH THAT:**

WHEREAS, on September 10, 1998, Authority and Lessee entered into a Lease Agreement covering the real property described on Exhibit "A" attached hereto and incorporated herein by reference (the "Lease"); and

WHEREAS, the Authority and Lessee desire to amend the Lease.

NOW, THEREFORE, in consideration of the premises, Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and its sufficiency of which are hereby acknowledged, the parties hereto amend the Lease as follows:

A new Paragraph 5 (a) (ii) (6) and 5 (a) (ii) (7) shall be added to the Lease, which shall read as follows:

- (6) Beginning on September 14, 2015, and on each fifth anniversary after that date (each such date being an "Adjustment Date"), the Development Rent shall increase by the lesser of Ten Percent (10%) or the "CPI Percentage Increase", as hereinafter defined in sub-paragraph (7) below.
- (7) The CPI Percentage Increase shall be the percentage increase in the Consumer Price Index for all Urban Consumers ("CPI-U") as promulgated by the United States Department of Labor from the "Base Month," as hereinafter defined, to the Adjustment Date. The Base Month shall be the month and year which is five (5) years prior to the Adjustment Date.

In the event that the CPI-U ceases to be published by the Department of Labor or another United States Governmental Agency, or a successor or substitute index is not available, a reliable governmental or other nonpartisan publication evaluating the information for use in determining the CPI-U shall be used in lieu of such Consumer Price Index.

All provisions of the Lease, other than those set forth above shall remain unchanged and are hereby ratified.

OR BK 10958 PG 1852

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to cause this First Amendment to Lease to be duly and properly executed, as of the date first above written.

HILLSBOROUGH COUNTY AVIATION AUTHORITY, a public body corporate existing under the laws of the State of Florida

By: [Signature]  
Its: Chairman

"Authority"

ATTEST:

[Signature] (Affix corporate seal)  
Secretary

Calvert & Brown

Brenda J. Perez  
Witnesses as to Hillsborough County  
Aviation Authority

LEGAL FORM APPROVED  
[Signature]  
Attorney for Authority

TAMPA WESTSHORE ASSOCIATES LIMITED PARTNERSHIP, a Delaware limited partnership authorized to do business in the State of Florida

By: The Taubman Realty Group Limited Partnership, a Delaware limited partnership  
Its: General Partner

[Signature]  
Name: Richard J. Becker  
(Typed or Printed)

[Signature]  
Name: Bruce H. Ackerman  
(Typed or Printed)

By: [Signature]  
John L. Simon  
Its: Authorized Signatory

Executed on June 5<sup>th</sup>, 2001

"Lessee"

OR BK 10950 PG 1853

**EXHIBIT "A"**

**RETAIL CENTER SITE**

A portion of the Northwest one-quarter (NW ¼) of Section 16, Township 29 South, Range 18 East, and the Northeast one-quarter (NE ¼) of Section 17, Township 29 South, Range 18 East, Hillsborough County, Florida, lying within and without the plats of West Shore Estates as described in Plat Book 17, Page 43, and West Shore Estates Replat as described in Plat Book 31, Page 44 of the Public Records of Hillsborough County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Section 16;

Thence along the westerly boundary of said Section 16, S 00° 20' 48" W, for 50.00 feet to a point of intersection with the former South right-of-way line of vacated Columbus Drive and the point of beginning;

Thence along the former South right-of-way line of vacated Columbus Drive S 89° 28' 10" E, for 468.92 feet to a point of cusp, of a tangent curve concave to the Southeast;

Thence Southwesterly along the arc of said curve, to the left having a central angle of 45° 57' 10" and a radius of 350.00 feet for an arc distance of 288.73 feet to a point of tangency;

Thence S 44° 34' 40" W, a distance of 53.48 feet to a point of curvature of tangent curve concave to the East;

Thence Southerly along the arc of said curve to the left having a central angle of 80° 37' 52" and a radius of 30.00 feet for an arc distance of 42.22 feet to a point of reverse curvature of a tangent curve concave to the Southwest;

Thence Southeasterly along the arc of said curve to the right having a central angle of 36° 24' 56" and a radius of 400.00 feet for an arc distance of 254.23 feet to a point of tangency;

Thence S 00° 21' 44" W, a distance of 299.85 feet to a point of curvature of a tangent curve concave to the Northeast;

Thence Southeasterly along the arc of said curve to the left, having a central angle of 90° 00' 00" and a radius of 30.00 feet for an arc distance of 47.12 feet to a point of tangency;

Thence S 89° 38' 16" E, a distance of 5.47 feet to a point of curvature of a tangent curve concave to the Southwest;

Thence Southeasterly along the arc of said curve to the right, having a central angle of 39° 09' 41" and a radius of 554.00 feet for an arc distance of 378.66 feet to a point of tangency;

OR BK 10956 PG 1854



Thence S 50° 28' 34" E, a distance of 165.11 feet;

Thence S 39° 31' 26" W, a distance of 108.00 feet;

Thence N 50° 28' 34" W, a distance of 165.11 feet to a point of curvature of a tangent curve concave to the Southwest;

Thence Northwesterly along the arc of said curve to the left, having a central angle of 39° 09' 41" and a radius of 446.00 feet for an arc distance of 304.84 feet to a point of tangency;

Thence N 89° 38' 16" W, a distance of 5.47 feet to a point of curvature of a tangent curve concave to the Southeast;

Thence Southwesterly along the arc of said curve to the left, having a central angle of 90° 00' 00" and a radius of 30.00 feet for an arc distance of 47.12 feet to a point of tangency;

Thence S 00° 21' 44" W, a distance of 60.95 feet to a point of curvature of a tangent curve concave to the Northwest;

Thence Southwesterly along the arc of said curve to the right, having a central angle of 39° 09' 42" and a radius of 411.00 feet for an arc distance of 280.92 feet to a point of tangency;

Thence S 39° 31' 26" W, a distance of 227.59 feet;

Thence S 48° 58' 48" E, a distance of 324.62 feet;

Thence S 39° 31' 26" W for 203.34 feet to the point of curvature of a curve concave to the Northwest;

Thence continue Southwesterly along the arc of said curve to the right, having a central angle of 51° 42' 45" and a radius of 1809.86 feet for an arc distance of 1633.50 to a point of tangency;

Thence N 88° 45' 49" W, a distance of 287.74 feet;

Thence N 01° 46' 20" E, a distance of 489.36 feet to a point on the arc of a non-tangent curve concave to the Northeast, a radial line of said curve through said point having a bearing of S 07° 02' 22" W;

Thence Northwesterly along the arc of said curve to the right, having a central angle of 28° 19' 41" and a radius of 630.00 feet for an arc distance of 311.48 feet to a point on the arc of a non-tangent curve concave to the Southeast, a radial line of said curve through said point having a bearing of N 59° 24' 25" W;

Thence Southwesterly along the arc of said curve to the left, having a central angle of 28° 49' 15" and a radius of 446.00 feet for an arc distance of 224.35 feet to a point on a non-tangent line;

Thence N 88° 13' 40" W along the radial extension of the last described curve a distance of 14.00 feet to a point on the former East right-of-way line of vacated Westshore Boulevard;

OR BK 10959 PG 1855

Thence along said former right-of-way line the following 7 courses:

Thence N 01° 46' 20" E, for 171.56 feet to the point of curvature of a curve concave to the West;

Thence Northwesterly along the arc of said curve to the left having a central angle of 01° 18' 00" and a radius of 22,958.32 feet for an arc distance of 520.91 feet to a point of tangency;

Thence N 00° 28' 20" E, for 83.85 feet;

Thence S 89° 31' 40" E, for 24.68 feet;

Thence N 00° 26' 16" E, for 116.50 feet;

Thence N 89° 31' 40" W, for 24.61 feet;

Thence N 00° 28' 20" E, for 1,170.64 feet to a point of intersection with the former South right-of-way line of said vacated Columbus Drive;

Thence along said former right-of-way line of vacated Columbus Drive, S 88° 48' 30" E, for 1925.86 feet to a point of intersection with the Easterly boundary of said Section 17, said point being the point of beginning.

Said land containing 108.79 acres more or less.

C/424742

OR BK 10958 PG 1856

**ORIGINAL**

**SECOND AMENDMENT TO SHOPPING CENTER LEASE**

**BETWEEN**

**HILLSBOROUGH COUNTY AVIATION AUTHORITY, as Lessor**

**AND**

**TAMPA WESTSHORE ASSOCIATES LIMITED PARTNERSHIP, as Lessee**

**November 3, 2011**

**SECOND AMENDMENT TO SHOPPING CENTER LEASE**

THIS SECOND AMENDMENT TO SHOPPING CENTER LEASE is made and entered into as of this 3rd day of November, 2011 by and between HILLSBOROUGH COUNTY AVIATION AUTHORITY, a public body corporate existing under the laws of the State of Florida ("Authority") and TAMPA WESTSHORE ASSOCIATES LIMITED PARTNERSHIP ("Lessee").

**WITNESSETH THAT:**

WHEREAS, on September 10, 1998, Authority and Lessee entered into a Shopping Center Lease, covering real property described on Exhibit A attached hereto, recorded in Official Records Book 09242, at Page 1058 of the Public Records of Hillsborough County, Florida and as amended by a First Amendment to Shopping Center Lease dated June 1, 2001, recorded in Official Records Book 10958, at Page 1851 of the Public Records of Hillsborough County, Florida, between Lessor and Lessee (collectively, the "Lease").

WHEREAS, the Authority and Lessee desire to further amend the Lease.

NOW, THEREFORE, in consideration of the premises, Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto amend the Lease as follows:

Section 17(e)(vi) of the Lease is hereby deleted and the following is inserted in substitution therefore (with normal text indicating existing Lease language and double underlined text indicating new Lease language to be added):

"In the case of the termination of this Lease or the reentry of the Leased Premises by the Authority by reason of the failure of Lessee and any Leasehold Mortgagee to cure any default within the applicable grace period as set forth in Paragraph 15 and this Paragraph 17 or by reason of the rejection of this Lease by Lessee (or any party by, through or under Lessee) pursuant to the United States Bankruptcy Code or any successor or similar state or federal law, the Authority shall give prompt notice thereof to each Leasehold Mortgagee who shall become entitled to notice as provided above, and shall specify in such notice the amount of Land Rent, Development Rent and other sums and charges due to the Authority as of the date of termination or reentry. The Authority shall on written request of such Leasehold Mortgagee, made at any time within forty (40) days after the giving of such notice by the Authority, enter into a new lease of the Leased Premises with such Leasehold Mortgagee, or its nominee, agent or assignee, within twenty (20) days after such request, which new lease shall have the same priority as this Lease and shall be effective as of the date of such termination of this Lease or reentry for the remainder of the term of this Lease, at the same Land Rent, and Development Rent and other sums and charges and upon the same terms, covenants, conditions and agreements as are herein contained, but only provided

that such Leasehold Mortgagee shall (1) contemporaneously with the delivery of such request pay to the Authority all the installments of Land Rent, or Development Rent and all other sums and charges due hereunder as specified in the aforesaid notice from the Authority; (2) pay to the Authority at the time of the execution and delivery of said new lease any and all sums for Land Rent, or Development Rent and other sums and charges which would have been due hereunder from the date of termination of this Lease (had this Lease not been terminated) to and including the date of the execution and delivery of said new lease, less (in the case of all amounts contemplated under clauses (1) and (2) above) the excess, if any, of all sums received by the Authority from any space tenants or other persons or entities in occupancy of any part or parts of the Leased Premises or any buildings erected thereon up to the date of commencement of such new lease over expenses incurred by the Authority in operating the Leased Premises; and (3) on or prior to the execution and delivery of said new lease, agree in writing that promptly following the delivery of such new lease, such Leasehold Mortgagee or its designee will perform or cause to be performed all of the other covenants and agreements herein contained on Lessee's part to be performed to the extent that Lessee shall have failed to perform the same to the date of delivery of such new lease, except such covenants and agreements which cannot with the exercise of due diligence be performed by such Leasehold Mortgagee or its designee. Nothing herein contained shall be deemed to impose any obligation on the part of the Authority to deliver physical possession of the Leased Premises to such Leasehold Mortgagee unless the Authority at the time of the execution and delivery of such new lease shall have obtained physical possession thereof. Simultaneously with the execution and delivery of such new lease, the Authority shall execute, acknowledge and deliver to the lessee under such new lease a quit-claim deed to the buildings and improvements erected on the Leased Premises and a quit-claim bill of sale to all personal property located on or used in connection with the Leased Premises and/or the buildings and improvements erected thereon. In the event that there shall at any time be more than one Leasehold Mortgagee entitled to exercise any of the rights provided for herein, the Leasehold Mortgagee holding the Leasehold Mortgage most junior in lien which shall have fully paid and discharged all such Leasehold Mortgages which were prior to it shall have priority over the other Leasehold Mortgages with regard to such rights; and"

This Amendment is being entered into in connection with the requirements of the Leasehold Mortgagee and pursuant to the terms of Section 17(f)(ii) of the Lease, which provides, in part, that the Authority will not unreasonably withhold, delay or condition its consent to any lease amendments required by a Leasehold Mortgagee (it being understood that the rights granted to Leasehold Mortgagee hereunder do not materially increase the rights and privileges granted to Lessee or any Leasehold Mortgagees under the Lease or constitute a material reduction in the obligations imposed on Lessee under the Lease).

All provisions of the Lease, other than those set forth above, shall remain unchanged and are hereby ratified.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to cause this Second Amendment to Shopping Center Lease to be duly and properly executed; as of the date first above written.

ATTEST:

HILLSBOROUGH COUNTY AVIATION AUTHORITY

[Signature]  
Joseph F. Diaco, M.D.  
Secretary

BY: [Signature]  
Steven G. Burton  
Chairman

Address: P.O. Box 22287  
Tampa, FL 33622

Address: P.O. Box 22287  
Tampa, FL 33622

Signed, sealed, and delivered  
in the presence of:

[Signature]  
Witness

LEGAL FORM APPROVED:

Lourdes M. Swope  
Print Name

BY: [Signature]  
David/Scott Knight, Assistant General Counsel

[Signature]  
Witness

JANET M. WOOD  
Print Name

HILLSBOROUGH COUNTY AVIATION AUTHORITY  
STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of June, 2011, by Steven G. Burton in the capacity of Chairman, and by Joseph F. Diaco, M.D. in the capacity of Secretary, of the Board of Directors, HILLSBOROUGH COUNTY AVIATION AUTHORITY, a public body corporate under the laws of the State of Florida, on its behalf. He is personally known to me and he did not take an oath.

(Stamp or seal of Notary)

[Signature]  
Signature of Notary

Type or print name of Notary



JANET M. WOOD  
MY COMMISSION IS DATED  
EXPIRES: March 28, 2013  
Bonded Third Budget History Services

Date of Commission Expiration (if not on stamp or seal)

TAMPA WESTSHORE ASSOCIATES  
LIMITED PARTNERSHIP, a Delaware limited  
partnership authorized to do business in the State of  
Florida

By: International Plaza Holding Company, LLC,  
a Delaware limited liability company,  
General Partner

By: The Taubman Realty Group Limited  
Partnership, a Delaware Limited Partnership,  
sole member

Karen Pacion  
Witness  
Print Name: KAREN PACION

By: Steven Edee  
Print Name: Steven Edee  
Its: Authorized Signatory

Cheryl Baskins  
Witness  
Print Name: Cheryl Baskins

Executed on October 26, 2011

STATE OF MICHIGAN  
COUNTY OF OAKLAND

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of October, 2011, by Steven Edee, Authorized Signatory for THE TAUBMAN REALTY GROUP LIMITED PARTNERSHIP, a Delaware limited partnership, sole member of INTERNATIONAL PLAZA HOLDING COMPANY, LLC, a Delaware limited liability company, General Partner of Tampa Westshore Associates Limited Partnership, a Delaware limited partnership, on behalf of said limited partnership. He is personally known to me and he did not take an oath.

(Stamp or seal of Notary)

Katherine A. Beale  
Signature of Notary

KATHERINE A. BEALE  
Type or print name of Notary

October 13, 2012  
Date of Commission Expiration (if not on stamp or seal)

**EXHIBIT B**

**Lessee**

Name: Tampa Westshore Associates Limited Partnership  
Attention: Robert Taubman

Address: 200 East Long Lake Road, Suite 300  
Bloomfield Hills, MI 48304

With Copy To:

The Taubman Company LLC  
Attention: General Counsel  
200 East Long Lake Road, Suite 300  
Bloomfield Hills, MI 48304