

**AMENDED AND RESTATED GROUND LEASE AGREEMENT
FOR MUSEUM SITE AT DEPOT PARK**

THIS AMENDED AND RESTATED GROUND LEASE AGREEMENT ("Lease") is made effective on March 18, 2016, (the "Commencement Date" or "Effective Date") by and between the CITY OF GAINESVILLE, a Florida municipal corporation ("Lessor" or the "City"), and CADE MUSEUM FOUNDATION, INC. a Florida not-for-profit corporation ("Original Lessee"), and CADE CREATIVITY LABS, INC. ("Lessee" or "Cade Museum"), a Florida not-for-profit corporation, jointly Lessor and Lessee are referred to as the "Parties."

WHEREAS, the City owns a public park known as Depot Park located at the corner of SE Depot Avenue and SE 4th street in the City of Gainesville ("Depot Park") and has designated the Gainesville Community Redevelopment Agency ("CRA") as its lead agent for the redevelopment of Depot Park, the features of which are intended to include the depot building, stormwater management (including without limitation, for the Project as hereinafter defined), ponds, bike paths, walking trails and play areas to be operated by the City for the purposes of public recreation and stormwater management; and

WHEREAS, on July 3, 2015, the City and the Original Lessee entered into a ground lease (the "Ground Lease") for a portion of Depot Park upon which to construct a structure for the operation of a museum; and

WHEREAS, Original Lessee will be transferring a substantial portion of Original Lessee's assets to Lessee; and

WHEREAS, Lessee was formed to obtain the Construction Financing (as hereinafter defined) and to operate the museum; and

WHEREAS, by this Lease, the Original Lessee consents to this Lease and relinquishes its rights, obligations, and interests in the Ground Lease and assigns any rights, obligations and interests it may have in this Lease to Lessee, and

WHEREAS, Lessee represents that the ability to provide cultural and educational uses in addition to or in replacement of the museum would enhance the park and the surrounding residential areas and is consistent with the purposes of the Lessor; and

WHEREAS, Lessee desires to use an additional area adjacent to the structure for hardscape and landscape purposes to support the museum; and

WHEREAS, Lessee desires to fund the development and construction of the Project (as hereinafter defined) from a variety of sources, possibly including, all or some combination of new markets tax credits (the "New Markets Tax Credits"), various equity sources (including, but not limited to, fundraising proceeds, private foundation grants and federal, state and local governmental grants) and various construction and/or bridge loans (collectively, the "Construction Financing"); and

WHEREAS, Lessor has determined it is in the best interest of the public to facilitate the construction of this project by entering into this Lease to replace the Ground Lease in its entirety; and

WHEREAS, Original Lessee, Lessee and Lessor desire to amend and restate the Ground Lease for Museum Site at Depot Park.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, it is agreed by the parties as follows:

This Lease replaces the Ground Lease in its entirety and represents the agreement between the Parties as to the financing, development, construction and operation of the Project.

1. Purpose. Lessor owns, is developing and will maintain Depot Park. Lessor intends that Depot Park be multi-functional with amenities that will include a museum open to the public. Lessor issued a Request for Proposals (“RFP”) seeking parties interested in constructing and operating a museum on a portion of Depot Park. Lessee responded to that RFP indicating its intention to construct and operate a museum (the “Project”) as the Primary Use (as hereinafter defined) at Depot Park which will be open to the public.

2. The Project. The Project is a minimum 21,000 square foot structure (the “Museum”) to be used for the Primary Use, subject to Lessee’s right to use the Project for additional uses as described in Paragraph 4 of this Lease. The Project shall be open to the public and is an integral part of Depot Park.

3.1 Leased Premises. In consideration of Lessee’s covenants to fund, construct and operate the Project, Lessor does hereby grant a ground lease to Lessee of approximately 2.159 acres of real property more specifically described in Exhibit “A” (the “Leased Premises”) attached to this Lease and made a part hereof by reference. A sketch of the Leased Premises is attached hereto as Exhibit “A.” In the event of a conflict between the sketch and the legal description, the legal description shall take precedence.

3.2 Landscape Area.

A. Landscape Area Defined. Additionally, in consideration of Lessee’s covenants to fund, landscape, and maintain the Landscape Area (as hereinafter defined), Lessor does hereby grant a non-exclusive easement to Lessee, appurtenant to Lessee’s interest in the Leased Premises, of approximately .401 acres of real property, which is a portion of Depot Park and more specifically described in Exhibit “A” (the “Landscape Area”), attached to this Lease and made a part hereof by reference, for the purpose of (i) use and enjoyment of the Landscape Area, including the right of pedestrian access over such Landscape Area and (ii) completion of landscaping and maintenance of the Landscape Area, together with the right of access over the Landscape Area for such purposes. A sketch of the Landscape Area is attached hereto as Exhibit “D.” Lessor hereby reserves the unrestricted right to use the Landscape Area for the public as a part of Depot Park. In the event of a conflict between the sketch and the legal

description, the legal description shall take precedence. The Parties shall document the foregoing easement rights in the Memorandum of Lease (as hereinafter defined).

B. Alterations. Neither party shall materially alter the Landscape Area without the other party's prior written consent, as determined in the other party's reasonable discretion.

C. Use Restrictions/Reservation for Park Use. No construction may occur in the Landscape Area other than the hardscape depicted in Exhibit "D". The Landscape Area must remain open to the public as part of Depot Park, and neither Lessor nor Lessee shall erect any barriers or impediments preventing the open use and free flow of traffic between the Leased Premises, the Landscape Area, and the rest of Depot Park.

Lessor warrants that the two-foot soil cap will be in place prior to the opening of Depot Park but Lessor may not have obtained a Site Rehabilitation Completion Order ("SCRO") from the Florida Department of Environmental Protection ("FDEP") prior to Depot Park's opening because of continued groundwater monitoring requirements. Lessor warrants that the groundwater monitoring requirements will not negatively impact the public's use of Depot Park or Lessee's use of the Leased Premises.

Notwithstanding the foregoing, in the event that prior to the issuance of the certificate of occupancy for the Project, the City has not obtained an SCRO or FDEP confirmation that Depot Park may be open for recreational use, Lessor will permit Lessee to install a fence or other barrier or impediment preventing pedestrian access from the Leased Premises to the Landscape Area and to any portions of the adjoining Depot Park. If installed, the fence will be in the location depicted in Exhibit "F" attached hereto.

If Lessee installs a fence, Lessor agrees to maintain the Landscape Area. Lessee shall reimburse Lessor for the costs of maintaining the Landscape Area.

4. Leased Premises Uses. Lessor and Lessee acknowledge that Depot Park and the Leased Premises will be developed as part of an integrated development. Lessee shall not interfere with the public enjoyment of Depot Park. Lessee shall not make, suffer, cause nor allow use or occupancy of, any unlawful (including, but not limited to, violation of any zoning, land use or other municipal code or ordinance) or offensive use of the Leased Premises. The use of the Leased Premises, as well as all persons entering thereon or therein, whether as an employee, agent, guest, or invitee of Lessee, shall be subject to all applicable laws, statutes, ordinances, orders, rules and regulations of Federal, State, county and municipal authorities, and of any departments or divisions thereof, and of the applicable regulations of Lessor.

A. Primary Use. The Primary Use of the Leased Premises by Lessee is the construction and operation of a permanent museum for creativity and invention (the "Primary Use") which is open to the public. The Museum may contain passive and interactive exhibits and displays and educational, cultural, and other related programming and events.

B. Alternate Primary Use. A request for an alternate primary use of the Leased Premises for cultural and/or educational purposes, open to the public (the "Alternate Primary

Use”), may be considered by the City’s Commission, and may be approved or denied by the City’s Commission.

C. Collateral Uses. Although the Primary Use or Alternate Primary Use of the Leased Premises will be for a museum, cultural center, and/or educational purposes, the Leased Premises may be used for purposes in support of the Primary Use or Alternate Primary Use, including but not limited to academic programs, education, seminars, symposia, presentations, talks, classes, movies, films, slides, multimedia, retail shops, sales and dispensing of food and alcoholic beverages, catering, rental of rooms, event planning, and tours in compliance with applicable law (collectively “Collateral Uses”).

D. Non-residential Commercial Use. In the event Lessee ceases to use the Leased Premises for either the Primary Use or the Alternate Primary Use for a period of time in excess of thirty (30) days (subject to extension for delays caused by Force Majeure (as defined below), for a period or periods commensurate with such delays, and except for a period of closure as a result of damage or destruction to the Project, wherein other terms set forth otherwise in this Lease shall apply)), the Leased Premises will be deemed to have been placed in non-residential Commercial Use (“Commercial Use”). The designation of Commercial Use shall commence on the day following the thirtieth (30th) day of closure, subject to extension for delays caused by Force Majeure, for a period or periods commensurate with such delays, and except for a period of closure as a result of damage or destruction to the Project, wherein other terms set forth otherwise in this Lease shall apply. In no event shall the Leased Premises be used for residential purposes.

E. Reserved.

F. Unacceptable Uses. Lessee shall not use the Leased Premises to:

(1) sell narcotics, steroids, controlled substances, cigarettes, drug paraphernalia, or other products that present a risk to consumer safety as determined by applicable law and consumer safety regulations;

(2) promote or display the promotion of hate, violence, or intolerance of persons or groups of persons;

(3) sell sexually oriented materials or services;

(4) sell ammunition, firearms, or certain firearm parts or accessories;

(5) sell weapons or knives regulated under Florida law;

(6) be a tattoo parlor; OR

(7) operate as an alcoholic beverage establishment.

G. Zoning. Lessor represents and warrants that the current zoning is Public Service and operations district (PS) and allows for:

- (1) Public park and recreation area, including active and passive recreation amenities;
- (2) Public lands designated for open space, conservation or preservation;
- (3) Museums, art galleries and botanical and zoological gardens (MG-84), and customary accessory uses clearly incidental thereto; such as, but not limited to, display areas, eating place, outdoor café, retail sales, special events, amphitheater and outdoor performances;
- (4) Community center, such as, but not limited to, senior center and recreation center;
- (5) Public administration;
- (6) Commercial sports;
- (7) Membership sports and recreation clubs;
- (8) Amusement and recreation services, not elsewhere classified;
- (9) Outdoor events, such as, but not limited to, concerts, cultural events, athletic events, and temporary events such as festivals, displays, and demonstrations;
- (10) Libraries and information centers;
- (11) Stormwater retention and treatment, water conservation areas, water reservoirs and control structures, drainage wells and water wells;
- (12) Parking;
- (13) Vending booths and itinerant food vendors, in accordance with Chapter 19 of the City Code of Ordinances; and
- (14) Accessory uses customarily and clearly incidental to any permitted use.

Any other use, not listed above, will require a re-zoning in accordance with the City's codes and ordinances.

5. Brownfield Site. Remediation of Leased Premises.

A. The Parties acknowledge that Depot Park, including the Leased Premises, is a designated Brownfield Area under Section 376.80, Florida Statutes (the "Florida Brownfield Act") based on documented soil and groundwater impacts from offsite releases of manufactured gas plant wastes and onsite releases of industry-related heavy metals and organic contaminants and is the subject of a 2002 Brownfield Site Rehabilitation Agreement ("BSRA") between the Lessor and FDEP. In addition, Lessor has entered into a Consent Order with the FDEP, Case No. 88-0539, dated the 28th day of September, 1992 (the "Consent Order"), and the City has agreed to implement certain corrective actions to remediate the site, including the Leased Premises, as provided in the BSRA and obligated under the Consent Order. Specifically, the corrective actions the City implemented pursuant to the BSRA and Consent Order obligated the City to place two feet of clean soil on the Leased Premises, to maintain the

two feet of clean soil, and to record a restrictive covenant with respect to the Leased Premises as more particularly described in Paragraph 17.C., below (“DRC”).

The City represents and warrants that the City has completed construction of a cap consisting of two feet of clean fill with grassing on the Leased Premises in accordance with regulatory requirements, the Consent Order, the BSRA and the DRC. The City will faithfully perform any further corrective actions that are required under the BSRA and Consent Decree with respect to the Leased Premises and the Primary Use hereunder (if any) and has completed construction of all stormwater improvements outside the Leased Premises required for construction and use of the Project as contemplated herein.

B. Other remediation activities. The City’s remediation activities at Depot Park are on-going as of the Effective Date. After the City’s successful completion of all remediation required by the Consent Order and the BSRA, the City will seek to obtain from FDEP a SRCO for the Site, including the Leased Premises, pursuant to Paragraph 16 of the BSRA. Lessor and Lessee agree, to the fullest extent permitted by law, Lessee shall have whatever benefits accrue to it as Lessee and thus a holder of an interest in real property conveyed to it by the Lessor by virtue of Lessor’s capacity as a signatory under the BSRA and Section 376.82(2), Fla. Stat.

C. Property Condition. The Lessor is leasing the Leased Premises in its physically “as is” condition. The Lessee acknowledges that it has made, or has had an opportunity to make, a thorough and complete inspection of the Leased Premises as necessary to fully inform itself of its condition and suitability for the Project and its uses subject to the terms of this Lease. Subject to compliance with this Lease and the DRC, the Lessee shall have no liability for historic soil and groundwater contamination, if any, impacts present on the Leased Premises as of the Effective Date, unless the Lessee, after becoming aware of such impacts, takes action (other than typical site development activities associated with the Project) that materially exacerbates or otherwise materially increases the threat that such soil and/or groundwater conditions create to human health or the environment.

D. Newly discovered contamination. In the event the Lessee discovers contamination on the Leased Premises, other than that which is the subject of the Consent Order, and the BSRA, Lessee shall promptly notify the City and to the extent required by law, shall also notify FDEP. The City shall evaluate the extent of the newly discovered contamination, and determine whether the contamination is legally required to be remediated. Provided that the newly discovered contamination is not created by or caused by Lessee and in the event that the newly discovered contamination is legally required to be remediated by the City, the City will work with FDEP to develop and implement a remediation plan consistent with Lessor’s obligations to Lessee hereunder.

E. Lessee further acknowledges that any construction activity on the Leased Premises must be undertaken in accordance with the institutional controls relating to the Site as described in the DRC.

6. Term. The “Lease Term” shall be for seventy-five (75) consecutive years commencing on the Effective Date of this Lease and terminating seventy-five (75) years thereafter, unless

earlier terminated. However, Lessee shall not have possession or occupancy rights until a Notice to Proceed (as hereinafter defined) has been issued as provided in Paragraph 19 of this Lease.

7. Rent for Primary or Alternate Primary Use. The parties agree that the consideration given by Lessee for the Leased Premises is the Lessee's agreement to timely construct and continually operate the Museum to provide public benefit to the surrounding residential area, Depot Park, and the community. No additional monetary base rent is due to the City for the Primary Use or Alternate Primary Use of the Leased Premises by Lessee.

8. Rent for Commercial Use. In the event Lessee ceases to use the Leased Premises as the Primary Use or Alternate Primary Use for any length of time in excess of thirty (30) days (subject to extension for delays caused by Force Majeure (as defined below), for a period or periods commensurate with such delays, and except for a period of closure as a result of damage or destruction to the Project, wherein other terms set forth otherwise in this Lease shall apply), the Leased Premises will be deemed to have been converted to Commercial Use and Lessee shall pay to Lessor Base Rent (as hereinafter defined) as follows:

A. Determining Base Rent. "Base Rent" shall be determined using the current market rate for commercial ground leases, as of the date the Leased Premises is converted to Commercial Use, provided, however, that Base Rent shall be calculated excluding the Landscape Area; it being agreed that Lessee's use of the Landscape Area shall at all times be pursuant to a non-exclusive easement with adequate consideration being as described in Paragraph 7 of this Lease. Lessor and Lessee shall use reasonable efforts to negotiate the Base Rent on or before thirty (30) days after the Leased Premises is deemed to have been converted to Commercial Use (the "Rent Determination Period"). If Lessor and Lessee fail to reach an agreement as to the Base Rent during the Rent Determination Period, then Lessor and Lessee shall select an appraiser to determine the Base Rent. If Lessor and Lessee cannot agree to a single appraiser, then Lessor and Lessee shall each select an appraiser. The two (2) appraisers will then select a third appraiser, who shall act as the sole appraiser for the forgoing purposes. Base Rent shall accrue as of the date the Leased Premises is converted to Commercial Use, but shall not be due and payable until thirty (30) days after Base Rent is determined, either by Lessor and Lessee during the Rent Determination Period or by an appraiser as described herein. Every three years thereafter, Base Rent will be increased or decreased in accordance with the Consumer Price Index, All Urban Consumers, US City Average, for the preceding six months.

B. Rent. During the Lease Term, Lessee shall pay Rent (as hereinafter defined) to Lessor in lawful United States currency. All Base Rent shall be payable in monthly installments, in advance, beginning on the date the Leased Premises has been deemed to have been converted to Commercial Use. Unless otherwise expressly provided herein, all monetary obligations of Lessee to Lessor under this Lease, of any type or nature, other than Base Rent, shall hereinafter be referred to as "Additional Rent." Except as otherwise provided, all Additional Rent payments are due 10 days after delivery of an invoice. Lessor shall have the same rights and remedies for defaults in the payment of Additional Rent as provided in this

Lease for defaults in the payment of Base Rent. Lessee shall pay monthly to Lessor any sales, use, or other tax (excluding state and federal income tax) now or hereafter imposed on any Rent due under this Lease. The term "Rent" when used in this Lease includes Base Rent and all forms of Additional Rent. All Rent shall be paid to Lessor without demand, setoff, or deduction whatsoever, except as specifically provided in this Lease, at Lessor's Notice Address, or at such other place as Lessor designates in writing to Lessee. Lessee's obligation to pay Rent to Lessor is a covenant independent of Lessor's obligations under this Lease.

If after a period of Commercial Use at the Leased Premises, Lessee uses the Leased Premises as the Primary Use or Alternate Primary Use for any length of time, Lessee's obligation to pay Base Rent as herein described will cease as of the date on which Lessee resumes using the Leased Premises as the Primary Use or Alternate Primary Use. In the event Lessee again ceases to use the Leased Premises as the Primary Use or Alternate Primary Use for any length of time in excess of thirty (30) days (subject to extension for delays caused by Force Majeure, for a period or periods commensurate with such delays, and except for a period of closure as a result of damage or destruction to the Project, wherein other terms set forth otherwise in this Lease shall apply), the Leased Premises will be deemed to have been converted to Commercial Use and Lessee shall pay to Lessor Base Rent as herein described.

9. Taxes.

A. Taxes on the Leased Premises. In the event there are any applicable Federal, State, County or local sales, use or other taxes or assessments, whether ad valorem or non ad valorem, associated with the Leased Premises or the Improvements (as hereinafter defined) placed thereon by Lessee during the Lease Term ("Taxes"), Lessee shall promptly remit payment of the Taxes directly to the taxing authority. It is agreed that Lessee shall assume and be responsible for the payment of such Taxes, if any, for the year in which this Lease is executed, and thereafter, during the Lease Term. Payment of said Taxes shall be in addition to the Base Rent provided for in this Lease.

B. Taxes on Depot Park. In the event that a tax or assessment is levied on a portion of Depot Park outside of the Leased Premises as a result of this Lease, then Lessee, at no additional cost to Lessee, will cooperate with Lessor in challenging such tax or assessment.

10. Net Lease.

The Rent shall be absolutely net to Lessor, free of any expense, charge, or other deduction whatsoever with regard to the Leased Premises or the ownership, leasing, operation, management, maintenance, repair, replacement, use, or occupation of the Leased Premises, or any portion of the Leased Premises, except as otherwise specifically provided in this Lease. Lessee hereby assumes the full and sole responsibility for the condition, operation, repair, alteration, improvement, replacement, maintenance, and management of the Leased Premises and any portion of them, except as otherwise specifically provided for this Lease. Lessor shall not be responsible for any loss or damage to any property of Lessee or any sub lessee, franchisee, concessionaire or other user or occupant of all or any portion of the Leased Premises.

11. Project Financing. Lessee shall demonstrate to the satisfaction of the Lessor that it has the capability to complete the development of the Project by the following:

A. Financing Plan. Lessor and Lessee acknowledge that Lessee submitted to the CRA its plan for financing the Project ("Financing Plan"), which included all donated funds, borrowed funds, including the Construction Financing, and equity contributions from Lessee. The Project shall be financed substantially in accordance with Lessee's Financing Plan. Lessee shall submit any proposed revision of the Financing Plan to the CRA and the City.

B. Financing Commitment.

i. Lessee shall provide to the CRA and to the City, evidence, reasonably satisfactory to the CRA and the City, that Lessee has obtained for any portion of the Project for which financing is sought from a reputable financing institution or person or entity, a financing commitment from that institution or person or entity for the amount necessary to provide for construction and completion of the Project as shown in the Financing Plan. Lessee covenants that the proceeds of such financing, together with any other funds provided by Lessee, shall be sufficient to pay the cost of construction of the Project and provide adequate initial operating capital for the Project.

ii. Lessee represents to the City and the CRA that the total cost of the construction of the First Phase (as hereinafter defined) of the Project is approximately nine million five hundred thousand and no/100 dollars (\$9,500,000.00). Lessee represents that there are currently funds or financing commitments available to finance construction of the Project.

12. Community Redevelopment Agency Review of Project Plans And Specifications.

A. Plan Review. The CRA has reviewed and approved the plans for development ("Development Plan") for the Project. Accordingly, no later than 365 days after the Effective Date of this Lease, Lessee shall submit the required Development Plan to the City for formal review as required by Paragraph 13 of this Lease below.

B. If any substantial changes are required to be made to the Development Plan during the construction of the Project, the Development Plan, as amended to reflect such changes, shall be submitted to the CRA prior to the commencement of the construction affected by such amended Development Plan, and the CRA shall review the amended Development Plan. For the purpose of this Paragraph 12, "substantial changes" means an increase or decrease in the gross square footage of any building of ten percent (10%) or more, a significant change in the facade of any structure, including design, materials, or the addition or deletion of three (3) or more parking spaces. The CRA and Lessee shall communicate and consult informally as frequently as it is necessary to insure that the submittal of the Development Plan can be undertaken as expeditiously as is reasonably possible.

C. During the preparation of the Development Plan and construction of the Project, the CRA and Lessee shall hold periodic meetings to coordinate the preparation of, submission of and review of their respective development plans.

13. City Review of Project Plans and Specifications.

In accordance with Paragraph 12 of this Lease above, Lessee shall submit the Development Plan, or any approved substantial changes, including any required project plans and specifications as required by the City's Code of Ordinances, to the City. Upon such approval of the Plans and Specifications, as evidenced by issuance of a building permit, the Plans and Specifications shall hereinafter be referred to as the "Approved Plans."

14. Permits And Licenses.

The City, in its proprietary capacity, shall cooperate with Lessee and any successor-in-interest in securing all necessary licenses, permits, and governmental authorizations contemplated by this Lease and necessary to the construction and completion of this Project, including the Building Permit, or other land development approvals. The City's obligations under this Paragraph 14 shall not affect the City's right to act in regulatory matters in accordance with applicable laws or ordinances, and is expressly not a waiver of the City's lawful exercise of its police powers. Nothing herein shall be construed or deemed to contractually or otherwise obligate the City to approve any application or petition for development approval filed by or on behalf of Lessee, or any successor-in-interest; however, in the event of a failure or refusal of the City to grant any development approval necessary to develop and operate the Project, Lessee may terminate this Lease by providing the City and CRA with Notice at least thirty (30) days in advance of the date of termination. Neither City nor CRA will be liable to Lessee for monetary damages as a result of the Lessee's failure or inability to obtain any development approval or building permit or as a result of termination of this Lease.

15. Project Construction.

A. Right to construct. Lessor hereby grants to Lessee the rights to construct, equip and operate the Museum and all improvements, such as utilities, necessary and required for Lessee's Primary Use, Alternate Primary Use, and/or Collateral Uses (collectively, the "Improvements"), but in any event Improvements shall exclude Lessee's trade fixtures, furniture, movable equipment, and other personal property not attached to the Leased Premises. Lessee shall, at its sole expense, obtain all permits and approvals required by the City, and any other applicable regulatory agency, to construct and operate the Improvements on the Leased Premises. During the Lease Term, Lessee is the owner of the Improvements within the Leased Premises.

Lessee shall cause the Improvements and any subsequent improvements or alterations to the Leased Premises to be constructed in accordance with applicable laws.

B. Project Commencement and Completion. The Parties intend that the Project will be constructed in two phases, with the first phase being the Museum having a minimum size of

21,000 square feet of new construction ("First Phase"). (The second phase of construction will increase the size of the Museum to approximately 45,000 square feet ("Second Phase").)

i. Construction of the First Phase of the Improvements shall be commenced by July 1, 2016 and completed (as evidenced by issuance of a certificate of occupancy) by October 1, 2017. Lessor agrees to provide a written acknowledgement that (i) Lessee has commenced construction and (ii) there has not been, or cannot thereafter be, a Preconstruction Default (as hereinafter defined). Lessee shall be deemed to have commenced construction when Lessee commences grading of the Leased Premises. If construction has commenced but will not be completed by October 1, 2017, Lessee may request an extension of time, for good cause shown. Upon finding good cause, Lessor may grant the extension. Failure to meet the construction deadline (as extended, if applicable) shall be a default under this Lease. Notwithstanding the forgoing, if Lessor has not issued the Notice to Proceed (as hereinafter defined) before the Effective Date, the forgoing deadlines for commencement of construction of the First Phase and completion of the First Phase shall be extended until one hundred six (106) days after Lessee receives the Notice to Proceed for commencement of construction of the First Phase and five hundred sixty three (563) days after Lessee receives the Notice to Proceed for completion of the First Phase. Notwithstanding anything herein to the contrary, the above deadlines for commencement and completion of construction are subject to delays caused by Force Majeure. "Force Majeure" is when Lessee's performance under this Lease is delayed, hindered or prevented by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, the act, failure to act or default by Lessor, riots, insurrection, war or other reason beyond Lessee's control. Lessee's performance shall be excused for the period of the delay caused by Force Majeure and the period for Lessee's performance of any such act shall be extended for a period equivalent to the period of such delay.

ii. Future phases may be commenced as Lessee develops funding for the Primary Use or Alternative Primary Use. No future phase may be constructed for Commercial Use.

C. Additional Improvements. Upon completion of the Project, Lessee may make such alterations, improvements, and changes to any Improvements that may from time to time be on the Leased Premises as Lessee may deem necessary, provided Lessee first obtains Lessor's prior written approval, not to be unreasonably withheld, delayed, or conditioned, of architectural designs and plans for any material exterior alterations, improvements or changes to the Museum. Once constructed, such alterations, improvements, and changes shall be considered part of the Improvements. Lessor shall use its best efforts to promptly review such plans, and shall respond within a reasonable time, which shall be in thirty (30) days or less, unless otherwise agreed to by the Parties in writing. In the event of damage to or destruction of the

Leased Premises, Lessee may rebuild or replace the Improvements as they existed before the damage or destruction, without Lessor's approval, in accordance with existing law.

16. Construction Conditions - General

A. Licensed Contractors. Lessee shall retain a Florida licensed and qualified contractor(s) (the "Contractor") to construct the Museum on the Leased Premises in a safe and professional manner and pursuant to, and in accordance with, the Approved Plans, and in accordance with all applicable laws, codes, statutes, ordinances, rules and regulations, including, but not limited to, the Gainesville Code of Ordinances, Florida Building Code and Americans With Disabilities Act.

B. Prompt Payment. Lessee shall promptly pay for all labor and materials used in constructing any Improvements on the Leased Premises and shall do all things necessary to prevent the filing of any mechanics', materialman, or other type of lien or claim against Lessor or the Leased Premises by, against, through, or under Lessee or its contractors. For each portion of the Improvements to the Leased Premises, Lessee shall obtain a statutory Payment and Performance Bond. Lessee shall notify its contractors that Lessor's interest shall not be subject to any liens or claims for the Improvements to the Leased Premises by Lessee. If any such lien or claim is filed, Lessee shall cause the same to be discharged within thirty (30) calendar days after Lessee's receipt of notice of the filing of the lien. For purposes of this paragraph, "discharged" shall include bonding off such lien in accordance with Florida law.

C. Payment and Performance Bonds. Lessee shall require any contractor performing any work hereunder to obtain public construction bonds in face amounts of 100% of the value of the work in accordance with section 255.05, Florida Statutes. The Statutory Payment and Performance Bonds shall inure to the benefit of the Lessor and Leasehold Mortgagee.

D. Contractor Insurance. Lessee shall require the Contractor to provide the following types and amounts of insurance with an insurer rated A- or better by A.M. Best:

i. Commercial General Liability Insurance: coverage in the minimum amount of Two Million Dollars (\$2,000,000) for bodily injury (or death) of, and One Million Dollars (\$1,000,000) property damage, with an excess umbrella policy in a minimum coverage amount of Ten Million Dollars (\$10,000,000).

ii. Full and complete Workers' Compensation Insurance Coverage as required by State of Florida law.

iii. Automobile Liability Insurance Coverage: in the minimum amount of One Million Dollars (\$1,000,000) per occurrence for BI/PD, including hired/non-owned vehicles regardless of number of passengers transported.

iv. All Risk Builders Risk Insurance: During the undertaking of the Project and any subsequent repair work, Lessee or the Contractor, shall provide or cause to be provided All Risk Builders Risk Insurance, at replacement cost, for materials, supplies, equipment, machinery and fixture that are or will be part of the

museum. Coverage shall include but not be limited to the following: right to partial occupancy, material stored off-site and in-transit, boiler and machinery, earth movement, flood, including surface water backup, sewer backup and seepage, collapse, water damage, debris removal, faulty workmanship or materials, testing, and mechanical electrical breakdown.

v. Contractors Pollution Liability Insurance: When any work related to the Project is undertaken which may cause an environmental exposure, Lessee shall provide or cause to be provided Contractors Pollution Liability Insurance with limits of not less than \$1,000,000 insuring bodily injury, property damage, and environmental clean-up costs.

Leasehold Mortgagee (as hereinafter defined) and the City, its elected and appointed officers, employees and agents, including the CRA and its employees, shall be named as additional insureds on all insurance policies required hereunder. Lessee shall provide, or cause the Contractor to provide, the City with a certificate of insurance evidencing the required coverage prior to the issuance of a building permit for the Project, and shall furnish to the City evidence of renewals of each such policy no less than thirty (30) days prior to the expiration of the applicable policy.

E. Construction Schedule. Within ten (10) days of issuance of the Building Permit, Lessee shall provide the CRA with a preliminary construction schedule showing the anticipated completion dates for the Project ("Project Schedule"), and any updated construction schedules that show substantial changes to the Project Schedule during the course of construction.

F. Material Changes and Delays. Lessee shall immediately notify the CRA's Executive Director in writing upon becoming aware of any actual or reasonably anticipated material delays in the construction of the Project and the Project Schedule.

G. Design and Construction Coordination. The Parties agree that a coordinated design and construction approach is the preferred method of delivering the Depot Park and the Project. To the greatest extent possible, the Parties shall communicate development plans to each other and coordinate on decisions regarding all matters of design, materials and construction. Notwithstanding the cooperative efforts of the Parties referenced herein, Depot Park and the Project are separate projects of the respective Parties and are not joint ventures of the Parties.

17. Construction Conditions – Environmental

A. Environmental/Remedial Action at or near the Site. Lessee acknowledges that certain environmental assessments and remedial actions have been and are being undertaken by the City in Depot Park at or near the Leased Premises and that those environmental assessments and remedial actions were associated with 1) coal tar contamination associated with the former manufactured gas plant located to the east of the Leased Premises; 2) petroleum contamination associated with the former MCB Oil (aka Gas Depot) property located to the south of the Leased Premises and partially on the Landscape Area; 3) arsenic and polycyclic aromatic hydrocarbons associated with the use of Depot Park as a railroad train

depot; 4) chlorinated volatile organic compound contamination associated with the former Rinker property located in the northeast corner of Depot Park; and 5) coal tar and petroleum contamination associated with the Poole Roofing property north of Depot Avenue all as more particularly described in the Consent Order, the BSRA, and the DRC. Environmental assessment and remedial action documentation relating to these five referenced sites are available for Lessee's review through the FDEP, and Lessee covenants it will review and inform itself of the available and applicable environmental assessment and remedial action documentation prior to undertaking the Project construction.

B. Lessor is remediating the soil and groundwater impacts according to Remedial Action Plans approved by the FDEP that specify cleanup target levels protective of public recreational use and the Primary Use hereunder. Lessor requires all construction on the site, including site work, to meet the conditions of the DRC. The construction of the Park amenities and the construction of the Museum are both subject to the Consent Order, the BSRA, and the DRC. During construction of the park amenities, including the Project, construction must comply with restrictions on soil caps, soil removal, and groundwater. These restrictions, ("Engineering Controls" and "Interim Institutional Controls") have been approved by FDEP prior to Museum construction and are described in the DRC, which Lessee is obligated to comply with under the terms of this Lease. At the conclusion of the construction of Depot Park Lessor will seek approval from FDEP for a "Conditional Site Closure with Restrictive Covenants" in accordance with the Consent Order and BSRA with respect to the Site including the Leased Premises.

C. Engineering Controls and Interim Institutional Controls.

The FDEP considers Depot Park an active remediation site as long as the site is under construction. Lessor has developed Engineering Controls and/or Interim Institutional Controls applicable to the Leased Premises as described in the DRC attached hereto as Exhibit "E" and incorporated by reference herein. The City represents and warrants that the form and content of the DRC has been reviewed and approved by FDEP and the City. The DRC shall not be amended with respect to the Leased Premises without the prior written consent of the Lessee, which shall not be unreasonably withheld or delayed. Lessee covenants and agrees to comply with the terms and conditions of the DRC, including without limitation, activity and use restrictions, as it relates to the Leased Premises. Any violation of the DRC by Lessee shall constitute a breach of Lessee's obligations under this Lease.

Any construction that does not comply with the Interim Institutional Controls and/or Engineering Controls, shall be a breach of this Lease and Lessor may terminate this Lease after (i) providing written notice to Lessee and the applicable grace periods in accordance with Paragraphs 32 through 33 of this Lease and (ii) providing written notice to Leasehold Mortgagee (as hereinafter defined) and the applicable grace periods in accordance with Paragraphs 35 and 40 of this Lease. Lessor shall be entitled to direct, indirect and consequential damages caused by Lessee's breach of this paragraph of this Lease. Lessee will not be entitled to damages as a result of termination of this Lease in accordance with this paragraph of this Lease.

D. Final Restrictive Covenants. To ensure public safety, after remediation of Depot Park has been completed, the FDEP may require the Lessor to amend the DRC to reflect the final restrictive covenant with respect to remediation relative to Depot Park, including the Leased Premises. Lessee agrees to be bound by said DRC; provided, however, Lessor may not amend the terms and conditions of the DRC as it relates to the Leased Premises without Lessee's prior written consent which shall not be unreasonably withheld or delayed.

18. THIS PARAGRAPH LEFT INTENTIONALLY BLANK.

19. Maintenance.

A. Lessor will be responsible for maintenance of the Leased Premises until FDEP has given written affirmation that the soil cap cover is in place and the DRC is recorded with respect to the Leased Premises. Upon Lessor's receipt of the written affirmation from FDEP, Lessor will issue written notice to Lessee indicating that the date on which (i) Lessee may commence construction of the Improvements at the Leased Premises and (ii) Lessee shall become responsible for maintenance of the Leased Premises ("Notice to Proceed").

B. Upon Lessor's issuance of a Notice to Proceed, Lessee shall maintain the Leased Premises and its Improvements at all times in the condition required by this Lease. Lessee shall be responsible for all maintenance and repairs to the Leased Premises and Improvements in accordance with the City of Gainesville Code ("City Code"), Interim Institutional Controls, Engineering Controls, and the DRC.

C. THIS PARAGRAPH LEFT INTENTIONALLY BLANK.

D. Lessee shall maintain any future sidewalks, which may be constructed by Lessee on the Leased Premises.

E. Lessee shall not permit the creation or maintenance of any nuisance or any unsafe or hazardous or dangerous conditions (individually, a "Nuisance Condition") on the Leased Premises. If Lessor becomes aware of any Nuisance Condition, Lessor shall provide Lessee written notice of any such Nuisance Condition as provided herein, and if Lessee fails to take appropriate action to remove such Nuisance Condition within ten (10) business days of such notice, Lessor may remove the Nuisance Condition and charge the cost thereof to Lessee, which cost shall be paid promptly upon demand by Lessor, or Lessor may declare a default of this Lease after providing the applicable notice and grace periods in accordance with this Lease. Lessee shall, beginning at construction commencement, at its own cost, and without any expense to Lessor, keep maintain, repair and replace all Improvements on the Leased Premises, which are installed by Lessee, and all appurtenances thereto, in good, sanitary and neat order, condition and repair, and except as specifically provided herein, Lessee shall restore and repair any Improvements of any kind, that were installed by Lessee, that may be destroyed or damaged by fire, casualty, or any other cause whatsoever. Lessor shall not be obligated to provide any maintenance or make any repairs, replacements, or renewals of any kind, nature or description whatsoever to the Leased Premises or any Improvements thereon. Notwithstanding

anything herein to the contrary, Lessor shall be obligated to repair any damage to the Leased Premises or the Improvements which was caused by Lessor's negligence.

20. Utilities. The Parties agree that the Improvements will be separately connected for electric, water and wastewater, cable, internet and all other utility services. Lessee shall pay the cost of connection and the monthly charges billed by Gainesville Regional Utilities and any other utility provider.

21. Inspection. Lessor shall have the right, at any and all reasonable times, with at least twenty four (24) hours prior notification to Lessee (or in the event of an emergency, upon whatever notice is reasonable under the circumstances), to enter upon the Leased Premises for the purpose of making inspections to determine whether Lessee is complying with the terms of this Lease and for any other reasonable purpose Lessor deems appropriate.

22. Expiration or Termination; Improvements. The following obligations survive the termination of this Lease:

A. Prior to completion of construction of the First Phase of the Museum, if Lessor terminates the Lease as a result of Lessee's unremedied default, then the Lessee shall return the Leased Premises to the condition it was in prior to Lessee taking possession of the Leased Premises.

B. Upon expiration of the Lease or in the event Lessee or Lessor terminates the Lease after construction of the First Phase of the Museum, then the Improvements shall become, without payment of consideration, the property of Lessor and Lessee shall have no further obligation to Lessor except as otherwise provided in this Lease.

C. In the event Lessee or Lessor terminate the Lease after construction of the First Phase of the Museum but during the construction of the Second Phase of the Museum, then the Improvements constructed during the First Phase shall become, without payment of consideration, the property of Lessor. However, Lessee shall remove the Improvements constructed during the Second Phase, such that the condition of the Leased Premises is the same condition it was prior to Lessee commencing construction of the Second Phase Improvements.

D. Upon termination of this Lease prior to the expiration of the Lease Term, Lessee must vacate the Leased Premises and may remove all trade fixtures, furniture, movable equipment and other personal property not attached to the Leased Premises. Anything not removed on or before the date the Lessee vacates the Leased Premises will become the property of Lessor. Upon vacating the Leased Premises pursuant to termination of this Lease prior to the expiration of the Lease Term, Lessee agrees to deliver to Lessor all keys to the Leased Premises and to surrender the Leased Premises on the date of such termination (or within a reasonable time thereafter) and in good order and condition, excepting reasonable wear and tear, and return to the Lessor all tangible personal property supplied by Lessor to Lessee (if any).

E. Upon expiration of the Lease Term, Lessee must vacate the Leased Premises and remove its furniture, movable equipment and other personal property not attached to the Leased Premises. Anything not removed on or before the date the Lessee vacates the Leased Premises will become the property of Lessor. Upon vacating the Leased Premises pursuant to expiration of the Lease Term, Lessee agrees to deliver to Lessor all keys to the Leased Premises and to surrender the Leased Premises upon expiration of the Lease Term and in good order and condition, excepting reasonable wear and tear, and return to the Lessor all tangible personal property supplied by Lessor to Lessee (if any).

23. Destruction of Improvements. Except as specifically set forth in this Paragraph 23 or any subsection hereof, this Lease shall not terminate or be forfeited or be affected in any manner by reason of damage to or total substantial, or partial destruction of, the Leased Premises, the Improvements or any part of the Leased Premises or Improvements, or by reason of the untenability of the Leased Premises, Improvements or any part of the Leased Premises or Improvements, for or due to any reason or cause whatsoever, and Lessee, notwithstanding any law or statute, present or future, waives any and all rights related thereto to quit or surrender the Leased Premises, Improvements, or any part of the Leased Premises or Improvements, except as expressly set forth in Section 23.7 below. Lessee expressly agrees that its financial obligations under this Lease, including the payment of any and all Rent, shall continue as though the Leased Premises or Improvements had not been damaged or destroyed and without abatement, suspension, diminution, or reduction of any kind, provided however that Lessee shall not be deemed to have converted the Leased Premises to Commercial Use if Lessee is diligently pursuing completion of the Restoration (as hereinafter defined) as provided in this Paragraph 23.

23.1 Restoration. If the Leased Premises or Improvements shall be destroyed or damaged in whole or in part by fire or other casualty of any kind or nature, ordinary or extraordinary, foreseen or unforeseen, Lessee shall give to Lessor immediate notice thereof. For any insured casualty (or casualty for which Lessee is required to carry insurance pursuant to the terms of this Lease), Lessee shall promptly cause the Leased Premises or the Improvements to be altered, restored, replaced, and rebuilt to substantially the condition in which it existed immediately prior to the damage (and as may also be required by governmental authorities), free of construction or mechanic's liens, in compliance with applicable laws, rules, and regulations, in accordance with the other applicable provisions of this Lease (collectively, the "Restoration") and in accordance with the applicable provision below:

A. Minor Damage. If the cost of Restoration is less than \$250,000.00, as reasonably estimated by Lessor or its architect or engineer, as adjusted pursuant to Section 23.8 (the "Restoration Threshold"), then Lessee shall effect such Restoration of the Leased Premises or Improvements with reasonable diligence. In such event, Lessee shall diligently pursue commencement of the Restoration and shall use good faith diligent efforts to complete the Restoration within 180 days after the date of casualty, subject to Force Majeure. Lessee shall also furnish to Lessor, for information only, the materials referred to in Paragraphs 23.5 and 23.6. Notwithstanding anything herein to the contrary, Lessee shall not be obligated to

commence the Restoration until receipt of proceeds from Lessee's Insurance by Lessee or the Depository (as hereinafter defined).

B. Major Damage. If the cost of Restoration (as reasonably estimated by Lessor or its architect or engineer) is equal to or in excess of the Restoration Threshold, then Lessee shall effect such Restoration of the Leased Premises or Improvements with reasonable diligence. In such event: (i) Lessor shall have the right to reasonably approve the plans and specifications for the Restoration of the Leased Premises or Improvements; (ii) Lessor shall have the right to reasonably approve the general contractor for the Restoration; (iii) the construction contract with the general contractor for the Restoration shall be in form and content reasonably acceptable to Lessor, and permit Lessor, at its option upon the occurrence of a default by Lessee under this Lease, to take over Lessee's rights under the construction contract and effect the Restoration described therein; and (iv) Lessee shall diligently pursue commencement of the Restoration and use good faith diligent efforts to complete the Restoration within one year after the date of casualty, subject to Force Majeure. Lessee shall promptly notify Lessor of any Force Majeure event that Lessee, pursuant to the foregoing sentence, seeks to utilize to extend the time period for completion of Restoration. Notwithstanding anything herein to the contrary, Lessee shall not be obligated to commence the Restoration until receipt of proceeds from Lessee's Insurance by Lessee or the Depository.

23.2 Requirements. In connection with any Restoration, Lessee may make the Restoration in accordance with and subject to the DRC. Except for Lessor's agreement to make insurance proceeds that it receives pursuant to this Lease available for Restoration, Lessor shall in no event be called upon to effect the Restoration of the Leased Premises or Improvements or any portion thereof or to pay any of the costs or expenses of such Restoration. All work by Lessee shall be done in accordance with the applicable provisions of this Lease.

23.3 Depository. From and after the time that there shall be any insured damage to the Leased Premises or Improvements having a Restoration cost equal to or greater than the Restoration Threshold, a Depository shall act as trustee under this Lease. A "Depository" shall mean, in the first instance, the Leasehold Mortgagee first in priority (a certificate of a national title company, addressed to and which provides that it may be relied upon by the parties, shall be deemed sufficient evidence of such priority upon which the parties, without any further obligation or inquiry, shall be entitled to rely), if any. The Leasehold Mortgagee may designate an institutional mortgagee to act as Depository in its place, provided such designee shall agree in a writing satisfactory to Lessor and Lessee, to comply with the terms of this Lease in the application of any monies delivered to it. If there is no such Leasehold Mortgagee in existence at the time in question, or if no such Leasehold Mortgagee or its qualified designee shall be willing or able to act in such capacity, the Depository shall be Lessor or, at Lessor's option, a national title insurer designated by Lessor. If the Depository is someone other than Lessor, Lessor and Lessee shall enter into an agreement with the Depository appropriately covering assumption of the duties of the Depository under this Lease and contains such provisions as may be reasonably required by the Depository, provided that Lessor shall not be required thereby to assume or incur any obligations or liabilities other than as provided in this Lease. The fees and charges of every

Depository acting under this Lease shall be borne solely by Lessee and shall be paid periodically and in such manner as may be required by such Depository.

23.4 Insurance Proceeds. Provided that insurance proceeds from Lessee's Insurance (together with any funds deposited by Lessee with the Depository) are sufficient to pay all costs of the Restoration, all insurance money from Lessee's Insurance paid on account of such damage or destruction to the Depository (and Lessee funds deposited with Depository), less the reasonable cost, if any, incurred in connection with adjustment of the loss and the collection of the loss, shall be applied by the Depository to the payment of the costs of the Restoration and shall, subject to compliance with and satisfaction of the conditions set forth in the other provisions of this Paragraph 23, be paid out to Lessee (or, at the direction of Lessee, to contractors, subcontractors, and material suppliers) from time to time as such Restoration progresses in installments equal to 100% of the cost of the work completed and materials and labor furnished, less the sum of all prior installments, and shall be received by Lessee for the purposes of paying the costs of such Restoration. Any insurance proceeds held by the Depository after completion of (including, without limitation, issuance of certificates of completion or occupancy by applicable governmental authorities) and payment for such Restoration by Lessee shall, provided that there then exists no default by Lessee under this Lease, be paid over to Lessee, subject to the right of any Leasehold Mortgagee to require the application of such insurance proceeds to the indebtedness under its Leasehold Mortgage.

23.5. Condition on Payments. The following shall be conditions precedent to each payment made to Lessee for any Restoration work:

23.5.1 A sworn certificate (AIA form G702 or its equivalent) shall be submitted to the Depository (with a copy to Lessor), which certificate shall be signed by Lessee and Lessee's licensed architect or engineer in charge of such construction, setting forth that the sum then requested to be withdrawn either has been paid by Lessee or is justly due to contractors, subcontractors, materialmen, engineers, architects, or other persons (whose names and addresses shall be stated) who have rendered or furnished certain services or materials for the work, and giving a brief description of such services and materials and the principal subdivisions or categories of it and the several amounts so paid or due to each of such persons with regard to such Restoration work, and stating the progress of the Restoration work up to the date of the certificate; that no part of such expenditures has been or is being made the basis, in any previous or then-pending request, for the withdrawal of insurance money or has been made out of the proceeds of insurance received by Lessee from Lessee's Insurance and that the sum then requested does not exceed the value of the services and materials described in the certificate; and

23.5.2 All materialmen, subcontractors, and suppliers have provided an appropriate waiver. Alternatively, an official search, certificate of a title company, or other evidence reasonably satisfactory to Lessor, shall be furnished to the Depository showing that there has not been filed against Lessor's or Lessee's interest in the Leased Premises or Improvements, any vendor's, mechanic's, construction, statutory, or other similar lien affecting the Leased

Premises or Improvements that has not been discharged of record, except such unrecorded lien rights as will be discharged upon payment of the amount when requested to be withdrawn; and

23.5.3 At the time of making such payment, there is no existing default under this Lease on the part of Lessee.

23.6. In the event of any loss, damage, or destruction, the cost of Restoration of which equals or exceeds the Restoration Threshold, Lessee agrees to furnish to Lessor, for its reasonable approval, promptly after the same are prepared, conceptual design and final plans and specifications for the anticipated Restoration work. At least 30 days before the commencement of any Restoration work (exclusive of temporary emergency repairs necessary to preserve the Restoration), Lessee shall furnish to Lessor and Leasehold Mortgagee (if any) the following:

23.6.1. A copy of the final plans and specifications, and all amendments thereto, for the Restoration of the Leased Premises or Improvements in sufficient detail to enable Lessee to obtain a building permit, prepared by a licensed Florida architect or engineer whose qualifications shall meet with the reasonable satisfaction of Lessor, together with evidence of the approval thereof (if required) by all governmental boards, bureaus, or bodies then exercising jurisdiction with regard to such work (which plans and specifications shall be and become the sole and absolute property of Lessor in the event that for any reason, this Lease shall be terminated).

23.6.2 A copy of the general construction contract or construction management contract (or major contracts for individual contractors, if no single general contractor or construction manager is employed) in form assignable to Lessor, providing for the completion of all Restoration work necessary to repair and restore the Leased Premises or Improvements in accordance with said plans and specifications and this Lease.

23.6.3 An assignment of the construction contracts so furnished, duly executed and acknowledged by Lessee by its terms to be effective only upon the occurrence of a default by Lessee under this Lease prior to the complete performance of such contract, such assignment to also include the benefits of all payments made on account of the contract, including payments made prior to the effective date of such assignment.

23.6.4 An agreement from Lessee's architect or engineer to perform the work on behalf of Lessor, if Lessor shall elect, after default by Lessee.

23.6.5. A statutory payment and performance bond pursuant to Section 255.05, Florida Statutes naming Lessor and Leasehold Mortgagee (if any) as an additional obligee.

23.6.6 An estimate that shall show in reasonable detail, allocated among the various trades, the approximate costs of the Restoration.

23.6.7 A Payment and Performance Bond in the form specified in Section 255.05, Florida Statutes.

Prior to Lessee's commencement of the Restoration work, Lessor shall provide to Leasehold Mortgagee (if any) an estoppel agreement in form and substance satisfactory to Leasehold Mortgagee that the Lease will continue in full force and effect notwithstanding the loss or damage. Subject to any prior rights in favor of an insurance company, Leasehold Mortgagee shall be subrogated to all rights, claims, and causes of action of Lessee against the parties, if any, who are or may be liable for the loss or damage.

23.7. End of Term; Insufficient Proceeds from Lessee's Insurance. If (i) the proceeds from Lessee's Insurance are not sufficient to cover the cost to complete the Restoration, as determined by Leasehold Mortgagee (if any) and Lessee, in their reasonable discretion, (ii) the Leased Premises or Improvements are damaged or destroyed and Lessee's Insurance declines a claim for such damage or destruction, or (iii) during the last five (5) years of the Lease Term, the Leased Premises or Improvements are damaged or destroyed, then, subject to the right of any Leasehold Mortgagee to require the application of such insurance proceeds to the indebtedness under its Leasehold Mortgage. Lessee shall have the option, to be exercised within 90 days after the date the Leased Premises or Improvements are damaged or destroyed, to:

23.7.1 Elect to repair or restore as provided above (and provide any additional funds required for such Restoration) or

23.7.2 Apply all of Lessee's right, title and interest in any insurance proceeds to the indebtedness under any Leasehold Mortgage(s) until all such indebtedness (if any) has been paid and satisfied in full, then promptly clear all debris and surrender possession of the Leased Premises to Lessor and assign to Lessor (or, if already received by Lessee, pay to Lessor) all of its right, title, and interest in any remaining proceeds from Lessee's Insurance applicable to the damage to the Improvements, to the extent such proceeds are not allocable to clearing the debris. Upon such assignment or payment to Lessor, this Lease shall terminate and Lessor and Lessee shall be relieved from further obligations under this Lease, except those that survive any such termination. Notwithstanding anything herein to the contrary, so long as any Leasehold Mortgage shall remain in effect, Lessee may not terminate this Lease pursuant to this Paragraph 23.7.2 without the prior written consent of Leasehold Mortgagee.

23.8 Restoration Threshold. To determine the Restoration Threshold, the \$250,000.00 figure reflected in Section 23.2 shall be adjusted every five years, on each successive five-year anniversary date of the Effective Date (each, an "Adjustment Date"), in accordance with the percentage increase (or decrease) in the Consumer Price Index, US City Average, All Items, as published by the U.S. Bureau of Labor Statistics (the "Index"), between the month in which the Effective Date occurred and the most recent month for which such information is available as of the Adjustment Date. In the event the Index levels are reset, such reset shall be taken into account in the above determination. In the event the Index is no longer published, the parties shall adopt an alternative index that is most similar to the Index. At the time of each such adjustment, at the written request of either Lessor or Lessee, the parties agree to confirm in writing the amount of the adjusted figure.

23.9 Application of Proceeds Absent Restoration. In any case in which insurance proceeds from Lessee's Insurance are not required to be applied to the Restoration, such insurance proceeds shall be paid first to the Leasehold Mortgagee(s) for application to the indebtedness under such Leasehold Mortgage(s) until all such indebtedness has been paid in full, and any remainder shall be applied first to clear all debris, restore the Leased Premises to the condition it was in prior to Lessee commencing construction of the Improvements, and any remaining balance shall be paid to Lessor. The terms of this Paragraph 23.9 shall only apply to any Leasehold Mortgage(s) of which FCNMF 20, LLC, a Florida limited liability company, is the mortgagee.

24. Release of Lessor. Lessor is hereby released from any damage or injury to person or property caused by or resulting from acts of nature or force majeure, including but not limited to, steam, electricity, gas, water, rain, wind, ice, snow or any leak or flow from or into any part of the Leased Premises. In addition, Lessor shall not be liable to Lessee for any damage, compensation or claim by reason of inconvenience or annoyance arising from the necessity of repairing any portion of the Leased Premises, the interruption of the use of the Leased Premises, or the termination of this Lease by reason of any damage or destruction of the Leased Premises, except as otherwise stated in this Lease.

25. Condemnation. If a condemning authority takes all of the Leased Premises or a portion to render the Leased Premises, in the reasonable opinion of Lessee, unsuitable for Lessee's use, this Lease shall terminate as of the date the title vests in the condemning authority. Lessee shall be entitled to the portion of any award payable for the value of its Improvements, moving expenses, prepaid rent and business dislocation expenses and Lessor shall be entitled to receive that portion of the award which has been paid on account of the taking of the land considered as unimproved, including lost rent. A sale of all or part of the Leased Premises to a purchaser with the power of eminent domain, in the face of the exercise of eminent domain power, shall be treated as taking by condemnation for the purpose of this Paragraph 25.

26. Insurance. During the Lease Term and any extension thereto, Lessee shall maintain the following types and amounts of insurance with an insurer rated A- or better by A.M. Best. Lessee shall purchase and maintain in full force and effect throughout the Lease Term the following coverages for the Leased Premises and the Landscape Area (the following is hereinafter referred to as "Lessee's Insurance"):

Commercial General liability insurance, including personal injury and property damage, with a combined single limit of \$1,000,000.00. Additionally, Lessee shall maintain an all risk property insurance policy that protects against loss by fire, lightning, windstorm, flood, sinkhole, vandalism, malicious mischief and other hazards customarily insured by extended coverage, all risk (now known as causes of loss-special form) coverage on the Improvements for their full replacement value, which shall be adjusted from time to time to reflect current replacement value.

All such insurance must be obtained through an insurance company authorized to do business in the State of Florida with an A.M. Best Rating of no less than A and certificates of such insurance shall be filed with Lessor prior to commencement of Lessee's construction.

Lessor shall be named as additional insured with respect to such insurance and shall be given no less than thirty (30) days written notice of any amendment or cancellation thereof. Upon Lessor's written request, Lessee agrees to review the coverage limits of its liability insurance and increase the same to the extent necessary to adequately cover the operations on the Leased Premises, as determined by Lessee in its reasonable discretion; provided in no event shall Lessor require that Lessee review such limits more than once every two (2) years. Lessee hereby waives all rights to recover against Lessor for any loss or damage to the Leased Premises arising from any cause that would be covered by any insurance required or actually carried by Lessee under this Lease. Lessee will cause its insurers to issue appropriate waiver of subrogation rights endorsements, and shall supply Lessor with appropriate information from its insurers confirming such waiver to be in effect.

27. Lessee's Environmental Covenants and Indemnity.

A. Lessee's Use and Storage of Hazardous Substances.

i. Lessee may not use, dispose of, store or generate Hazardous Substances (as hereinafter defined) on the Leased Premises except ordinary maintenance products unless disclosed to and approved in writing by, in the sole discretion of, the Lessor. Lessor's approval of Lessee's use of the Hazardous Substances shall be limited to the maximum annual quantities listed in the written approval and shall be subject to Lessee's compliance with this Paragraph and Lessee's compliance with all applicable Environmental Laws (as hereinafter defined). Lessor's approval of Lessee's use and storage of the Hazardous Substances shall not be deemed to constitute a determination of Lessor with respect to the legality or appropriateness of the storage methods or disposal methods detailed therein or otherwise employed by Lessee on the Leased Premises; Lessor has not and will not undertake an independent review of Lessee's storage or disposal methods, and is relying entirely on Lessee's representation that its storage and disposal practices are in full compliance with applicable Environmental Laws. Except as permitted in this subparagraph, and in accordance with applicable Environmental Laws, and as disclosed by Lessee and permitted in writing by Lessor as required herein, the storage, use or disposal of Hazardous Substances on the Leased Premises is hereby prohibited. Prior to taking possession of the Leased Premises, Lessee shall supply Lessor with Material Safety Data Sheets for all Hazardous Substances subject to this subparagraph used, stored or disposed of by Lessee in connection with Lessee's use, occupancy, and possession of the Leased Premises.

ii. Lessee shall obtain and maintain any and all necessary government permits, licenses, certifications and approvals required or appropriate for the use, handling, storage, and off-site disposal of any Hazardous Substances used, stored, generated, transported, handled, blended, or recycled by Lessee on the Leased Premises. Lessor shall have a continuing right, without obligation, to require Lessee to obtain, and to review and inspect any and all such permits,

licenses, certifications and approvals, together with copies of any and all Hazardous Substances management plans and programs, any and all Hazardous Substances risk management and pollution prevention programs, and any and all Hazardous Substances emergency response and employee training programs respecting Lessee's use of Hazardous Substances. Upon request of Lessor, Lessee shall deliver to Lessor, a narrative description explaining the nature and scope of Lessee's activities involving Hazardous Substances and showing, to Lessor's reasonable satisfaction, its compliance with all Environmental Laws and the terms of this Lease.

iii. Lessee shall promptly provide Lessor with copies of all correspondence, reports, Notices (as hereinafter defined), orders, findings, declarations and other materials relevant to Lessee's compliance with applicable Environmental Laws as they are issued or received by Lessee.

iv. In the event of Lessee's failure to comply in full with the foregoing provisions, Lessor may, at its sole and absolute discretion, perform any and all of Lessee's obligations in this Paragraph. All reasonable costs and expenses incurred by Lessor in the exercise of this right shall be deemed to be additional rent payable on demand and with interest, at the highest rate authorized by law, until payment is made. Such costs and expenses include but are not limited to state agency fees, engineering fees, investigation and cleanup costs, any penalties assessed by any governmental authority based on Lessee's failure to comply with Environmental Laws, filing fees and suretyship expenses, and associated attorneys' fees and expenses.

B. Environmental Indemnity. Without limiting Lessee's obligations under any other provision of this Lease, Lessee and its successors and assigns shall hereby indemnify, defend, protect, and hold Lessor, its officers, employees, elected officials, agents, lenders, consultants, independent contractors, and any successors to Lessor's interest ("Indemnified Parties") harmless from and against, and shall reimburse the Indemnified Parties for any and all losses, claims, liabilities, damages, costs, expenses, causes of action, judgments, damages, enforcement actions, taxes, remedial actions, the diminution in the value of the Leased Premises, the Project, or any portion thereof, and injuries to persons, property or natural resources, arising out of Lessee's breach of any provision (or representation, warranty, or covenant) contained in this Paragraph 27 or arising from, out of, in connection with, or as a consequence, directly or indirectly, of a Release or presence of any Hazardous Substances on, in, or beneath the Leased Premises which first occurs during the Lease Term as the same may be extended by law or agreement of the parties, as a result of Lessee's use or occupancy whether foreseeable or unforeseeable, and whether or not known to Lessee, it being understood and agreed that the foregoing indemnity includes, but is not limited to, all reasonable costs of removal, remediation of any kind, detoxification, clean up and disposal of such Hazardous Substances and the preparation of any closure or other required plans, all reasonable costs of determining whether the Leased Premises is in compliance and causing the Leased Premises to be in compliance with all applicable Environmental Laws, all reasonable

costs and fees associated with claims for damages to persons, property, or natural resources, and Lessor's reasonable attorney's fees and consultant's fees and court costs in respect thereto, whether or not litigation or administrative proceedings shall occur, including all costs and expenses incurred or suffered by Lessor by reason of Lessee's violation of any applicable Environmental Law which first occurs, or has first occurred, upon the Leased Premises during the Lease Term, as the same may be extended by law or agreement of the parties, or by reason of the imposition of fines or penalties, or any governmental lien for the recovery of environmental clean-up costs, expended by reason of such violation, it being expressly understood and agreed that to the extent the Indemnified Parties or any of them are strictly liable under any Environmental Laws for Lessee's actions or omissions, this indemnity shall apply without regard to the strict liability with respect to Lessee's violation of law which results in such liability. Lessee shall comply with all Environmental Laws throughout the Lease Term, as the same may be extended by law or agreement of the parties as it relates to the Lessee's use or occupancy of the Leased Premises. Lessee and Lessor hereby covenant and agree that all obligations under this Paragraph 27 shall survive any termination of the Lease, it being further understood and agreed that the rights of Lessor and Lessee under this Paragraph 27 shall be in addition to any other rights and remedies under this Lease, or otherwise available to the Parties at law or in equity. Subject to compliance with this Lease and the DRC, the Lessee shall have no liability for historic soil and groundwater, if any, impacts present on the Leased Premises as of the Effective Date, unless the Lessee, after becoming aware of such impacts, takes action (other than typical site development activities associated with the Project) that materially exacerbates or otherwise materially increases the threat that such soil and/or groundwater conditions create to human health or the environment.

C. Definitions.

i. The term "Environmental Laws" shall mean and include any and all federal, state or local laws (whether under common law, statute, rule, regulation, ordinance or otherwise), requirements under permits or other authorizations issued with respect thereto, and other orders, decrees, judgments, directives or other requirements of any governmental authority relating to or imposing liability or standards of conduct (including disclosure or notification) concerning the protection of human health or the environment, Hazardous Substances or any activity involving Hazardous Substances, including without limitation: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Sections 9601 et seq. ("CERCLA"), as amended; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6921 et seq.; the Occupational Safety and Health Act of 1970, 29 U.S.C. Sections 651 et seq. ("OSHA"); the Toxic Substances Control Act, 15 U.S.C. Sections 2601 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. Section 136; the Federal Water Pollution Control Act, 33 U.S.C. Sections 1251 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801 et seq.; the Federal Solid Waste Disposal Act, 42 U.S.C. Sections 6901 et seq.; the Clean Air Act, 42 U.S.C. Sections 7401 et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. Sections 11001 et seq.; Chapters 376 and 403,

Florida Statutes; Chapter 62, Florida Administrative Code; and any regulation implementing the above.

ii. The term "Hazardous Substances" shall have the meaning ascribed to it in CERCLA; provided, however, that the definition of the term "Hazardous Substances" shall also include (if not included within the definition contained in CERCLA) any hazardous or toxic chemical, waste, byproduct, pollutant, contaminant, compound, product or substance, including without limitation, asbestos, polychlorinated biphenyls, petroleum (including crude oil or any fraction or byproduct thereof), hydrocarbons, radon, urea, urea formaldehyde, and any material the exposure to, or manufacture, possession, presence, use, generation, storage, transportation, treatment, release, disposal, abatement, cleanup, removal, remediation or handling of which is prohibited, controlled, limited or regulated in any manner under any Environmental Laws.

iii. The term "Release" shall have the meaning ascribed to it in CERCLA and shall also include (if not included within the definition contained in CERCLA) any spill, leak, emission, discharge or disposal of Hazardous Substances into the environment.

iv. The term "Notice" shall mean any summons, citation, directive, order, claim, litigation, investigation, proceeding, judgment, letter or other communication, written or oral, actual or threatened, from FDEP, the United States Environmental Protection Agency ("USEPA"), the United States Occupational Safety and Health Administration ("OSHA") or other federal, state or local agency or authority, or any other entity or any individual, concerning any act or omission resulting or which may result in the Release of Hazardous Substances into the waters or onto the lands of the State of Florida, or into waters outside the jurisdiction of the State of Florida, or into the environment.

28. Employees and Agents of Lessee. The employees and agents of Lessee shall not be deemed to be employees or agents of Lessor solely by the existence and terms of this Lease.

29. Notices. All notices required or permitted under this Lease shall be in writing and shall be deemed effective upon personal delivery, delivery by U.S. Mail, registered or certified, and postage prepaid, or delivery by a recognized overnight delivery service. Such notices shall be addressed to the party at the addresses shown below, or at such other address or addresses as either party shall designate to the other in writing in accordance with this Paragraph 29:

If to Lessor, to: Anthony Lyons
Interim City Manager
City of Gainesville
200 E. University Avenue, Suite 402
P.O. Box 490, Station 6
Gainesville, Florida 32627

If to Lessee, to: Richard Miles
 Vice President
 Cade Museum Foundation
 904 South Main Street
 Gainesville, Florida 32601

30. Title and Quiet Enjoyment. Subject to Lessee complying with the Lease, Lessor covenants that Lessee shall have the quiet enjoyment of the Leased Premises against the claims of all persons claiming by, through or under Lessor during the Lease Term.

31. Assignment and Subletting. Except as provided in this Paragraph 31, this Lease may not be assigned without the express prior written consent of Lessor, which consent may be withheld by Lessor in its sole and absolute discretion. Lessor hereby acknowledges, consents and agrees that, without further notice to or consent of Lessor, Lessee shall be entitled to assign all of its rights, title and interest in, to and under the Lease to a subsidiary or affiliate, which may be owned in whole or in part by Lessee or a subsidiary or affiliate of Lessee, under common ownership with Lessee, or controlled by Lessee, (the "Lessee Successor"), pursuant to an assignment and/or contribution agreement, a copy of which shall be provided to Lessor. Lessee may license portions of the Leased Premises to users for the Primary Use, Alternate Primary Use, or Collateral Uses. [CADE WANTS TO BE ABLE TO ALLOW OTHERS TO USE THE LEASED PREMISES FOR EVENTS.]

32. Default.

A. Events of Default. Each of the following shall be an "Event of Default" under this Lease:

- i. Failure of Lessee to obtain financing for the First Phase on or before April 30, 2016;
- ii. Failure of Lessee to commence construction of the Project within the time required under Paragraph 15(B)(i) (together with Paragraph 32(A)(i) of this Lease, a "Preconstruction Default");
- iii. Failure of Lessee to timely make any payments required by this Lease ("Monetary Default");
- iv. (a) If Lessee becomes insolvent; (b) If Lessee makes an assignment for the benefit of creditors; (c) If Lessee files a Voluntary petition for relief under or otherwise seeking the benefit of any bankruptcy, reorganization, arrangement or insolvency law; or (d) If a receiver or trustee is appointed for Lessee;
- v. If Lessee deserts, vacates or abandons the Leased Premises for a period of thirty (30) consecutive days (together with Paragraph 32(A)(iv) of this Lease, a "Non-curable Default"); or

vi. Failure to perform any covenant or term (other than those listed above) hereof by the other party (a "Nonmonetary Default").

B. Grace Periods.

i. Monetary Defaults. Notwithstanding anything contained in this Lease to the contrary, Lessee shall have a period of ten (10) days after written notice from Lessor of a Monetary Default in which to cure the default.

ii. Pre-construction Defaults. Notwithstanding anything contained in this Lease to the contrary, Lessee shall have a period of thirty (30) days after written notice from Lessor to demonstrate proof of financing for the Project or commence construction of the Project.

iii. Non-curable defaults. Without limiting the provisions of Paragraph 40, in the event of a Non-curable Default, Leasehold Mortgagee shall be entitled to obtain a new lease from Lessor on the same terms and conditions as this Lease for the remainder of the Lease Term, without being required to cure such Non-curable Default. Furthermore, all building and improvements owned by Lessee before such termination shall automatically pass to, vest in, and belong to such Leasehold Mortgagee, and shall not become the property of Lessor unless and until the final expiration or sooner termination of this Lease not followed by a new lease.

iv. Nonmonetary Defaults. "Emergency" shall mean the threat of imminent injury or damage to persons or property or the imminent imposition of a civil or criminal fine or penalty. Provided the default does not involve an Emergency that must be addressed in a shorter time frame, Lessee shall have a period of thirty (30) days after written notice from Lessor of a Nonmonetary Default in which to cure the default. In addition, provided that the default does not involve an Emergency that must be addressed in a shorter time frame, this grace period shall be extended if the default is of a nature that it cannot be completely cured within such grace period solely as a result of nonfinancial circumstances outside of Lessee's control, provided that Lessee has promptly commenced all appropriate actions to cure the default within such grace period and those actions are thereafter diligently and continuously pursued by Lessee in good faith. In no event, however, shall the grace period exceed a total of ninety (90) days. If the Nonmonetary Default is not cured before the expiration of the grace period as extended, then Lessor may pursue any or all of its remedies.

v. Statutory Notices. The written notices of defaults to be given under this Paragraph 32 may be the same as the notice required under section 83.20, Florida Statutes, or any successor statute, and this Lease shall not be construed to require Lessor to give two (2) separate notices to Lessee before proceeding with any remedies.

33. Remedies. If Lessee defaults beyond the applicable grace period described in Paragraph 32 of this Lease, Lessor shall have all remedies available at law or in equity. Notwithstanding the foregoing, Lessor agrees that Lessee shall have thirty (30) days after commencement by Lessor of any proceedings to file an appropriate pleading in the action initiated by Lessor to contest the claim of default or to cure such default; no action shall be taken by Lessor during such thirty (30) day period to regain possession of the Leased Premises

from Lessee or to terminate this Lease. If such default is not cured, Lessor's rights and Lessee's obligations shall be resolved by the final determination made by the court in which Lessor's proceedings were initiated. For the purpose of this Paragraph 33 a "final determination" shall occur when the judgment or order entered can be enforced by issuance of a writ of possession or otherwise and no such judgment or order shall be considered final for purposes of this Paragraph 33 during the pendency of a stay of execution in connection with an appeal. Notwithstanding anything in this Paragraph 33 to the contrary, if there is a Monetary Default that arises out of a dispute with regard to an amount owed, this Lease shall not terminate if Lessee pays to Lessor the amount the court determines to be owed, within the period of time permitted by law, or ten (10) days after such determination if no such grace period is permitted. Lessor shall not be required to give Lessee any notice of a default, other than the notices described above and in Paragraph 32 of this Lease, before Lessor's exercise of its remedies under this Lease.

34. No Monetary Damages. Lessee hereby acknowledges and agrees that it is sophisticated and prudent in business transactions and proceeds at its own risk under advice of its own counsel and advisors and without reliance on the other party. The only remedy available to Lessee for Lessor's breach of this Lease is to require Lessor's specific performance under the terms and conditions of this Lease. Lessor, its employees and agents shall not be liable to Lessee for damages of any kind including direct, indirect, or consequential damages.

35. Notices to Leasehold Mortgagee/Right to Cure. Except for a Preconstruction Default, this Lease shall not be terminated because of a default or breach on the part of Lessee, except in accordance with the following:

A. Written notice of any such default or breach shall have been delivered to Leasehold Mortgagee in accordance with the provisions of this Paragraph 35 and Paragraph 40 of this Lease;

B. With regard to a Monetary Default, Leasehold Mortgagee has not cured such default or breach within thirty (30) days following the expiration of any of Lessee's written notice and cure periods set forth in this Lease; and

C. With regard to a Nonmonetary Default, Leasehold Mortgagee has not cured such default within one hundred twenty (120) days following the expiration of any of Lessee's written notice and cure periods set forth in this Lease or, if such default is curable but cannot be cured within such time period, (i) Leasehold Mortgagee has not notified Lessor within such time period that it intends to cure such default, (ii) Leasehold Mortgagee has not diligently commenced to cure such default, (iii) Leasehold Mortgagee does not prosecute such cure to completion within one hundred twenty (120) days following the expiration of Lessee's cure period set forth in this Lease, or (iv) Leasehold Mortgagee has not complied with all other terms of this Lease during such cure period, including, but not limited to, payment of Rent and all other amounts payable under this Lease.

If Leasehold Mortgagee is unable to cure any Nonmonetary Default without obtaining possession of the Leased Premises, and Leasehold Mortgagee determines to foreclose the

Leasehold Mortgage (as hereinafter defined), or to acquire the leasehold, or to succeed to Lessee's possessory rights with regard to the leasehold interest in the Leased Premises, or to appoint a receiver, before it effectuates the cure of any default by Lessee (that is unable to cure without obtaining possession of the Leased Premises), the cure periods set forth above in this Lease shall be extended by any period during which foreclosure proceedings, or legal proceedings to succeed to Lessee's possessory rights, or proceedings to appoint the receiver, are conducted, as the case may be. Any such proceedings shall be commenced promptly after the written notice of default is delivered to Leasehold Mortgagee and shall be diligently prosecuted. Promptly after Leasehold Mortgagee acquires the leasehold interest in the Leased Premises pursuant to foreclosure proceedings or otherwise, or succeeds to Lessee's possessory rights in the Leased Premises, or promptly after a receiver is appointed, as the case may be, Leasehold Mortgagee shall cure the default.

Leasehold Mortgagee shall not have any right to cure a Preconstruction Default.

36. Lessor's Right to Perform. If Lessee defaults beyond the applicable cure periods in this Lease, Lessor may, but shall have no obligation to, perform the obligations of Lessee, and if Lessor, in doing so, makes any expenditures or incurs any obligation for the payment of money, including reasonable attorneys' fees, the sums so paid or obligations incurred shall be paid by Lessee to Lessor within thirty (30) days of rendition of a bill or statement to Lessee therefor.

37. Late Charges. If any payments due Lessor under this Lease shall not be paid within five (5) days of the date when due, Lessee shall pay, in addition to the payment then due, an administrative charge of 5% of the past due payment.

38. Interest. All payments due Lessor shall bear interest at 18% per annum, or the highest rate of interest permitted to be charged by applicable law, whichever is less, accruing from the date the obligation arose through the date payment is actually received.

39. THIS PARAGRAPH INTENTIONALLY LEFT BLANK.

40. Leasehold Financing.

A. Consent to Leasehold Mortgaging and Construction Financing. Lessee shall have the right to mortgage Lessee's leasehold estate in the Leased Premises under this Lease pursuant to a mortgage and/or deed of trust (a "Leasehold Mortgage") to Leasehold Mortgagee at any time and from time to time with notice to but without the consent of Lessor, provided that the proceeds of such financing are used to fund the costs of the Project and/or any other Improvements permitted under the terms of this Lease (including but not limited to architectural, engineering and construction costs of the Improvements and any fixtures, furniture, or other personal property to be used therein), on any terms Lessee may deem desirable, and in connection therewith may assign its leasehold estate to the holder of such mortgage and/or deed of trust, provided, however, such Leasehold Mortgagee agrees to the DRC referenced in Paragraph 17 of the Lease. Any such Leasehold Mortgage shall be a lien only on Lessee's interest in the Leased Premises and shall not constitute a lien on Lessor's interest in the Leased Premises. In addition, Lessor hereby consents and agrees to the Construction Financing and to

any assignment, pledge, grant of security, mortgage or other lien of any property or asset of Lessee or the Lessee Successor (including without limitation any rights, title and interest of Lessee and/or the Lessee Successor under this Lease), as security for any and all such Construction Financing. Lessor acknowledges and agrees that Lessee shall have no obligation to obtain Lessor's consent to any terms or conditions of the Construction Financing, provided, however, such Leasehold Mortgagee agrees to the Restrictive Covenant referenced in Paragraph 17 of this Lease. For purposes of this Paragraph 40, the term "Leasehold Mortgagee" shall mean the holder(s) of a Leasehold Mortgage and include any subsidiary(ies) of a Community Development Entity (as certified by the U.S. Department of Treasury Community Development Financial Institutions Fund) that loans proceeds from a New Markets Tax Credits investment to Lessee or the Lessee Successor. Lessor agrees that each Leasehold Mortgagee shall be entitled to exercise any and all rights and remedies available to such Leasehold Mortgagee under its Leasehold Mortgage and under applicable laws, including, without limitation, foreclosure, appointment of a receiver, all without notice to or consent of Lessor. Notwithstanding any provision herein to the contrary, Lessor agrees that a Leasehold Mortgagee shall be entitled to sell or transfer its leasehold interest to any third party in accordance with the terms and conditions of its Leasehold Mortgage and applicable laws and such third party shall succeed to all of Lessee's rights, title and interest in, to and under the Lease, provided that such third party agrees to be bound by, and subject to, the terms and conditions of this Lease.

B. Lessor Covenants. Lessor covenants that:

- i. written notice of a breach of this Lease on the part of Lessee given to Lessee shall be simultaneously given to each Leasehold Mortgagee at the most recent address of which Leasehold Mortgagee has given Lessor written notice. Failure to serve a copy of such notice upon a Leasehold Mortgagee shall render the notice ineffective. Lessor shall not have the right to terminate this Lease so long as Leasehold Mortgagee has the right to cure any default by Lessee. Lessor shall provide to each Leasehold Mortgagee written notice of Lessor's intention to terminate this Lease at least thirty (30) days prior to such termination. Leasehold Mortgagee shall have the ability to cure defaults in the time and manner as set forth in Paragraph 35 of this Lease above.
- ii. if Lessor elects to terminate this Lease following an Event of Default by Lessee, Leasehold Mortgagee, in addition to the right to cure in Paragraph 35, shall also have the right, if notice is given in writing prior to the date of termination, to postpone and extend the specified date for the termination of this Lease for such time as is reasonably necessary to cure the defaults, provided that Leasehold Mortgagee (i) shall pay any unpaid amounts due from Lessee under this Lease, (ii) shall comply with and perform all of the other terms and conditions of this Lease, provided Leasehold Mortgagee shall promptly take steps to acquire or sell Lessee's leasehold interest hereunder which is subject to the lien of the Leasehold Mortgage for foreclosure or otherwise and shall prosecute the same to completion with due diligence and within the timeframes established in Paragraph

35 above.

- iii. prior to the termination of this Lease by reason of a default on the part of Lessee and after expiration of any and all applicable notice and cure periods granted to Lessee and each Leasehold Mortgagee, Lessor shall offer Leasehold Mortgagee or its designee a new Lease for the Leased Premises for the remainder of the Lease Term (including any renewal thereof), effective as of the date of such termination, strictly on the terms and conditions set forth in this Lease, including but not limited to the use provisions of Paragraph 4, and subject to those conditions of title and possession to the Leased Premises existing in fact and as of record, if:
 - (a) Leasehold Mortgagee or its nominee shall make written request to Lessor for such new Lease within thirty (30) days after Lessor provides written notice of its intention to terminate the Lease and such written request is accompanied by payment to Lessor or its designee of all sums then due under this Lease;
 - (b) Leasehold Mortgagee or its nominee shall pay at the time of the execution and delivery of said new Lease, any and all sums which would at the time of the execution and delivery thereof, be due pursuant to this Lease but for such termination; and
 - (c) Leasehold Mortgagee or its nominee, from and after the entry into such new Lease shall perform and observe all requirements of Lessee hereunder and shall further remedy, with reasonable diligence, any other default of Lessee under this Lease which is reasonably susceptible of cure by Leasehold Mortgagee.
- iv. If there is more than one Leasehold Mortgagee, Lessor shall offer a new Lease to each Leasehold Mortgagee in the order of such Leasehold Mortgagee's lien priority.
- v. Lessor shall not grant any lien, mortgage or security interest in its leasehold interest that is not expressly subordinate to this Lease and Lessee's interest in the Leased Premises.

C. Cooperation. Lessor hereby acknowledges that potential and existing Leasehold Mortgagees of Lessee may require estoppel certificates, consents, approvals or other written documentation from Lessor and from certain third parties that may from time to time have a property, regulatory or other interest in the Leased Premises in connection with existing or potential Leasehold Mortgages, and Lessor hereby agrees to (i) within twenty (20) days after written request, deliver all such documentation as Lessee or any existing or prospective Leasehold Mortgagee may reasonably require, provided that nothing therein materially adversely affects the rights of Lessor, and (ii) promptly cooperate with Lessee and any such existing or potential Leasehold Mortgagee in order to obtain any such written documentation

from any such third parties. It is understood that Lessor shall not be obligated to expend any funds or incur any liabilities in implementation of the foregoing, and Lessor shall be reimbursed by Lessee or any such Leasehold Mortgagees for all such out-of-pocket costs and expenses incurred by Lessor in connection therewith.

D. Notice of Leasehold Mortgagee Default. Lessee hereby agrees to forward to Lessor a copy of any notice of default under any Leasehold Mortgage held by a Leasehold Mortgagee within ten (10) days after Lessee's receipt thereof from the applicable Leasehold Mortgagee.

E. No Modification Without Consent. Lessor will not amend, cancel, surrender, or modify this Lease without the prior written consent of such Leasehold Mortgagee.

F. Insurance. A standard mortgagee clause naming each Leasehold Mortgagee may be added to any and all insurance policies required to be carried by Lessee hereunder on the condition that the insurance proceeds are to be applied in the manner specified in this Lease and the Leasehold Mortgage may provide a manner for the disposition of such proceeds, if any, otherwise payable directly to Lessee pursuant to the provisions of this Lease.

G. Improper Payments. No payment made to Lessor by a Leasehold Mortgagee shall constitute an agreement that such payment was, in fact, due under the terms of this Lease; and a Leasehold Mortgagee having made any such payment to Lessor pursuant to Lessor's wrongful, improper or mistaken notice or demand shall be entitled to the return of any such payment or portion thereof provided demand shall have been made therefor not later than six (6) months after the date of its payment. It is not intended that this Paragraph 40 shall confer on Leasehold Mortgagee any additional rights concerning the refund of payment by it of any regularly City billed or invoiced taxes, municipal charges, privileges, water charges or other such fees etc.

H. Inconsistency. In the event of any inconsistency between other portions of this Lease and this Paragraph 40, this Paragraph 40 shall control.

I. No Merger. Unless Leasehold Mortgagees shall otherwise consent, the fee title to the Leased Premises and the leasehold estate created by this Lease shall not merge but shall always be kept separate and distinct, notwithstanding the union of such estates in Lessee, Lessor, a Leasehold Mortgagee, or in any other person by purchase, operation of law, or otherwise.

J. Third Party Beneficiary. Each Leasehold Mortgagee shall be a third party beneficiary of all of the provisions of Paragraph 35 and this Paragraph 40 to the extent that Lessor has received written notice of such Leasehold Mortgage transaction in accordance with Paragraph 35 and Paragraph 40 of this Lease.

K. Extension of Cure Rights. It is hereby expressly agreed that the time permitted to Leasehold Mortgagee to commence and/or complete any cure of any default by Lessee hereunder shall include and shall be extended by the time required to pursue any remedies necessary to enable Leasehold Mortgagee to effect such cure, and by any period in which a

Leasehold Mortgagee is prevented from curing by reason of any stay in any bankruptcy of Lessee or other stay of enforcement proceedings to which Leasehold Mortgagee may be subject.

L. Liability of Leasehold Mortgagee. In no event shall a Leasehold Mortgagee have or be deemed to assume any personal liability under this Lease or any personal liability for performance of any of Lessee's obligations under this Lease (except as specifically covenanted in Paragraph 40.B.), it being agreed that (i) Leasehold Mortgagee's commencement of any enforcement proceedings or any efforts to cure any default under this Lease shall be for its own protection and shall not by itself constitute and assumption of the Lease nor obligate Leasehold Mortgagee to complete any such proceedings or cure, (ii) upon completion of any foreclosure or other proceedings for enforcement and collection under its Leasehold Mortgage, the liability of Leasehold Mortgagee under any assumption of this Lease shall be limited to its investment in the leasehold interest in the Leased Premises and the Improvements, and (iii) in the event Leasehold Mortgagee or any affiliate or nominee thereof shall have acquired the leasehold interest in the Leased Premises, upon any subsequent assignment of this Lease, Leasehold Mortgagee or such any affiliate or nominee shall be released from any further liability under this Lease accruing after the date of such assignment. Further, Lessor agrees Leasehold Mortgagee shall have the full benefit of the statutory protection for lenders under the Florida Brownfield Act, Section 376.82(4), Florida Statutes, to the fullest extent permitted by law.

M. Attornment; Successor Obligations. In the event that a Leasehold Mortgagee or any successor entity that may acquire Lessee's interest in the Leased Premises pursuant to any exercise of remedies under any Leasehold Mortgage (a "Purchaser"), the Leasehold Mortgagee or Purchaser will attorn to Lessor, and Lessor will recognize the Leasehold Mortgagee or Purchaser as the lessee under this Lease. The Leasehold Mortgagee or Purchaser shall thereupon be deemed to have assumed all of the obligations of Lessee to Lessor under this Lease, subject to the provisions of Section 40(L) above, and provided that no Leasehold Mortgagee or Purchaser shall be deemed to have assumed any responsibility or liability for any unsatisfied indemnification obligations of Lessee under the Lease, nor any responsibility or liability to any third party for any liabilities or obligations of Lessee under this Lease, arising prior to Leasehold Mortgagee's or Purchaser's acquisition of the leasehold interest of Lessee.

N. Lessor Bankruptcy. In the event that Lessor shall become subject to any bankruptcy or insolvency proceeding, any rights, elections, or actions available to Lessee therein, if any, shall be subject to the rights of Leasehold Mortgagee under the Leasehold Mortgage to consent to, or to exercise on behalf of Lessee, such rights, elections, or actions. Subject to applicable law, without limiting the foregoing, no consent or acquiescence by Lessee to any rejection of this Lease by Lessor or any successor or trustee in such proceeding shall be binding or effective without the prior, written consent thereto by each Leasehold Mortgagee, and the rights, liens, and claims of Leasehold Mortgagee shall extend to, encumber, and include all rights to damages for any such rejection and all rights to continued possession of the Leased Premises.

O. No Encumbrance by Lessor. Lessor agrees not to mortgage or otherwise encumber its interests in the Leased Premises and this Lease following the date hereof, unless

all holders of any such mortgage or other encumbrance expressly agree to be subject to and bound by the terms of this Lease (expressly including this Paragraph 40) and that no foreclosure or other enforcement of such mortgage or other encumbrance will disturb or effect this Lease or the rights of Leasehold Mortgagees hereunder. Notwithstanding the foregoing, this Paragraph 40(O) does not affect Lessor's ability to enter into indebtedness (bonded or otherwise) provided such indebtedness does not encumber Lessor's fee interest in the Leased Premises.

P. Changes in Use. Notwithstanding anything in this Lease to the contrary, so long as there is a Leasehold Mortgage encumbering Lessee's interest in the Leased Premises, the Leased Premises will not be deemed to have been converted to Commercial Use unless and until (a) Lessor provides written notice to Leasehold Mortgagee of Lessee's failure to operate the Leased Premises for the Primary Use or an Alternate Primary Use, and (b) Leasehold Mortgagee has not caused the Leased Premises to be operated for the Primary Use or an Alternate Primary Use within one hundred twenty (120) days following the receipt of such notice from Lessor; provided, that if it is not reasonably possible for the Leasehold Mortgagee to cause the Primary Use or an Alternate Primary Use to be resumed without obtaining possession of the Leased Premises, the Leased Premises will not be deemed to have been converted to Commercial Use unless (i) Leasehold Mortgagee has not notified Lessor within such 120-day period that it intends to cause such use to be resumed, (ii) Leasehold Mortgagee has not diligently commenced its efforts to foreclose the Leasehold Mortgage or otherwise acquire or succeed to the Lessee's leasehold interest or the Lessee's possessory rights with regard to the leasehold interest in the Leased Premises (including the appointment of a receiver), or (iii) Leasehold Mortgagee thereafter fails to diligently pursue such foreclosure proceedings or other legal proceedings to succeed to Lessee's possessory rights, or proceedings to appoint a receiver, so as to enable the Leasehold Mortgagee to cause the Leased Premises to be operated for the Primary Use or an Alternate Primary Use. Promptly after Leasehold Mortgagee acquires the leasehold interest in the Leased Premises pursuant to foreclosure proceedings or otherwise, or succeeds to Lessee's possessory rights in the Leased Premises, or promptly after a receiver is appointed, as the case may be, Leasehold Mortgagee shall cause the Leased Premises to be operated for the Primary Use or an Alternate Primary Use in accordance with Section 4 of this Lease, failing which the Leased Premises shall be deemed to have been converted to a Commercial Use.

41. Representations and Warranties. Lessor makes the following affirmative representations and warranties as the basis for the understandings on the part of Lessee contained in this Lease, understanding that Lessee may rely thereon:

A. Lessor is a municipal corporation duly organized and validly existing under the constitution and laws of the State of Florida;

B. Lessor has the full legal right, power, and authority to enter into and perform its obligations under this Lease;

C. The execution and delivery of this Lease (and any ancillary documents envisioned by this Lease) has been duly authorized by all proper and necessary action of Lessor and any other person whose action is required;

D. This Lease, when executed and delivered on behalf of Lessor, will constitute the legal, valid, and binding obligation of Lessor, enforceable in accordance with its terms, except as the same may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting creditors' rights, or, to the extent that certain remedies hereunder require or may require enforcement by a court of equity, such principles of equity as the court having jurisdiction may apply;

E. Lessor has disclosed the Consent Order with FDEP, the BSRA, and the Brownfield Designation of the Leased Premises in Paragraph 5 of this Lease. As long as Lessee, Leasehold Mortgagee, and any successor-in-interest complies with the terms of this Lease, the execution, delivery, and performance by Lessor of this Lease will not violate any provision of applicable law or any judgment, order, decree, rule, or regulation binding upon it, the violation of which might have a materially adverse effect upon Lessor, the Leased Premises, or the operation of the Leased Premises;

F. There are no actions, suits, or proceedings pending against Lessor or, to the knowledge of Lessor, threatened against Lessor before or by any court, governmental body or agency, or other tribunal or authority, which action, suit, or proceeding would, if adversely determined, have a materially adverse effect on the authority or ability of Lessor to perform its obligations under this Lease, or which would question the legality, validity, or enforceability of this Lease;

G. Neither the execution and delivery of this Lease, the consummation of the transactions contemplated by this Lease, nor the fulfillment of or compliance with the terms and conditions of this Lease, conflicts with or results in a breach of any of the terms, conditions, or provisions of any corporate charter provision or any agreement or instrument to which Lessor is now a party or by which it is bound, or constitutes a default under the terms of any of the foregoing;

H. To the knowledge of Lessor, Lessor is not a party or a potential party to any pending, threatened, or contemplated bankruptcy or similar proceeding under any law that has resulted or may result in alteration of or grant of relief from claims of creditors against Lessor; and

I. Lessor's interest in the Leased Premises is free and clear of any mortgages, liens or security interests.

42. Covenant Against Liens. If, because of any act or omission of Lessee or any party claiming by through or under Lessee, any lien, charge, or order for the payment of money shall be filed against Lessor or any portion of the Leased Premises, Lessee shall, at its own cost and expense, cause the same to be discharged of record or bonded within twenty (20) days after written notice from Lessor to Lessee of the filing thereof; and Lessee shall indemnify and save

harmless Lessor against and from all costs, liabilities, suits, penalties, claims, and demands, including reasonable counsel fees, resulting therefrom.

43. Indemnification/Waiver of Liability. Lessee shall indemnify, defend, save, and hold harmless Lessor and its officers, agents and employees from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities of any nature, including attorney's fees (including regulatory and appellate fees), for any personal injury or property damage resulting from the use and control of the Leased Premises and Landscape Area by Lessee, and its officers, agents, employees, and invitees, and the condition and maintenance of the Leased Premises and the Landscape Area, including utilities located within the Leased Premises, or otherwise arising from or occasioned by any act or omission or negligence or intentional wrongdoing on the part of Lessee, and its officers, agents, employees, and invitees. This indemnification shall not apply to any such losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities of any nature caused by Lessor's negligence or Lessor's failure to comply with the Consent Order, the BSRA or the DRC. This indemnification shall not be limited to the insurance coverage provided herein. This indemnification obligation shall survive the expiration or termination of the Lease.

44. Non-discrimination. Lessee shall not discriminate against any person on the basis of sexual orientation, race, color, gender, age, religion, national origin, marital status, disability or gender identity, in either employment, contracting or with regard to its services, as applicable, in accordance with any federal, state and local laws.

45. Relationship with Lessor. Lessee shall not use any trademark, service mark, trade name or other indicia of Lessor, nor shall Lessee hold itself out as having any business affiliation with Lessor other than a Lessor-Lessee relationship, and upon direction of Lessor, Lessee shall issue public disclaimers to that effect.

46. Miscellaneous.

A. Lessee shall surrender possession of the Leased Premises to Lessor upon the expiration or termination of this Lease, free of all trash, junk, garbage and other similar debris. If Lessee remains in possession of the Leased Premises following the expiration of the Lease Term, such hold over shall result in a tenancy at will and the Rent shall be \$25,000 per month. This provision does not give Lessee any right to hold over.

B. This Lease constitutes the entire agreement and understanding of Lessor and Lessee with respect to the subject matter of this Lease, and supersedes all options offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by Lessor and Lessee.

C. If either Lessor or Lessee is represented by a broker in this transaction, that party shall be fully responsible for any fees due to such broker and shall hold the other party harmless from any claims for commission by such broker.

D. This Lease shall be construed in accordance with the laws of the State of Florida with venue in Alachua County, Florida.

E. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect; provided the intent and purpose of the Lease can be fulfilled.

F. This Lease may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart.

G. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. Lessor makes no representation or warranty with respect to the presence or absence of radon in or about the Leased Premises.

H. Except as otherwise expressly provided in this Lease, Lessee acknowledges and agrees that (i) Lessor has not made and is not making any representations, warranties, assurances or guarantees to Lessee regarding the Leased Premises, express or implied, and (ii) Lessee is leasing the Leased Premises in its present condition, AS IS, WHERE IS.

I. No provision(s) of this Lease shall be interpreted or deemed as a waiver of Lessor's sovereign immunity.

J. Upon execution of this Lease by both Parties, Lessor shall record a short form of this Lease among the land records for Gainesville, Florida (the "Memorandum of Lease"). In addition, upon expiration of or earlier termination of the Lease, upon Lessor's or Lessee's request and at such requesting party's expense, Lessor and Lessee agree to record, among the land records of Gainesville, Florida, a termination of the Memorandum of Lease and transfer of the Improvements from Lessee to Lessor.

47. Amended and Restated Lease Agreement. This Amended and Restated Ground Lease Agreement for Museum Site at Depot Park constitutes the entire agreement of the Parties with respect to the Leased Premises and supersedes the Ground Lease Agreement dated July 3, 2015.

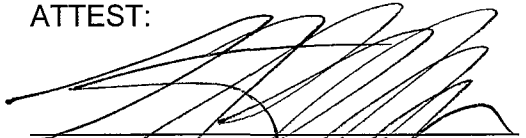
[Signature Pages Follow.]

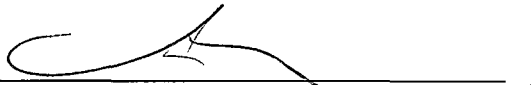
IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first written above.

LESSOR:

CITY OF GAINESVILLE

ATTEST:


Kurt Lannon, Clerk of the Commission

By: 
Anthony Lyons, Interim City Manager

Approved as to Form and Legality:


Lisa Bennett, Assistant City Attorney II

LESSEE:

CADE CREATIVITY LABS, INC.

ATTEST:

Print name: _____
Title: _____

By: _____
Print name: Phoebe Cade Miles
Title: President

ATTEST:

Print name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first written above.

LESSOR:

CITY OF GAINESVILLE

ATTEST:

Kurt Lannon, Clerk of the Commission

By: _____
Anthony Lyons, Interim City Manager

Approved as to Form and Legality:

Lisa Bennett, Assistant City Attorney II

LESSEE:

CADE CREATIVITY LABS, INC.

ATTEST:

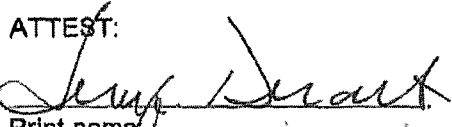
Print name: _____
Title: COO

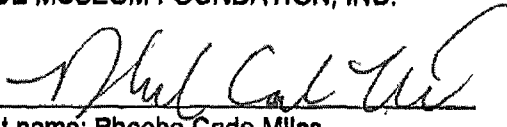
By: _____
Print name: Phoebe Cade Miles
Title: President

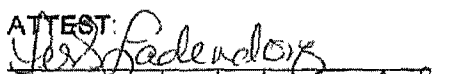
ATTEST:

Print name: Leslie Ladendorff
Title: Development Director

ORIGINAL LESSEE:
CADE MUSEUM FOUNDATION, INC.

ATTEST:

Print name: _____
Title: COO

By: 
Print name: Phoebe Cade Miles
Title: President and CEO

ATTEST:

Print name: Leslie Ladendorf
Title: Development Director

SKETCH OF LEGAL DESCRIPTION
IN SECTION 5, TOWNSHIP 10 SOUTH, RANGE 20 EAST, ALACHUA COUNTY, FLORIDA
(NOT A BOUNDARY SURVEY)

Description: (by surveyor) Cade Museum Lease Parcel at Depot Park

A part of lands described in O R B 2427, page 2468 (Parcel 1) and O R B 2427, page 2468 (Parcel 2) and O R B 2409, page 1797 (Parcel 1), all of the public records of Alachua County, Florida, lying in Section 8, Township 10 South, Range 20 East, Alachua County, Florida, being more particularly described as follows

Commence at the northeast corner of said Section 8, and run thence South 89°34'31"West, along the north line of said Section, a distance of 497 00 feet to the south right-of-way line of Depot Avenue, said point being on a non-tangent curve, concave northerly, having a radius of 416 00 feet, a central angle of 01°45'56" and a chord bearing and distance of South 78°43'30"West - 12 82 feet, thence southwesterly, along said curve and along said south right-of-way line, an arc distance of 12 82 feet, thence South 50°05'55"West, along said south right-of-way line, a distance of 6 87 feet, thence South 76°39'49"West, along said south right-of-way line, a distance of 108 40 feet thence South 13°20'11"East along said south right-of-way line a distance of 33 29 feet to the south right-of-way line of a F D O T taking for State Road No 329 (a k a South Main Street), thence South 51°37'50"West, along said south right-of-way line, a distance of 150 81 feet to the East right-of-way line of said South Main Street, thence South 15°55'10"West, along said east right-of-way line, a distance of 23 20 feet to the Point-of-Beginning of the herein described parcel, thence continue South 15°55'10"West, along said east right-of-way line, a distance of 344 45 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 2781 79 feet, a central angle of 04°44'11" and a chord bearing and distance of South 13°34'17"West - 229 90 feet, thence southwesterly, along said curve and along said East right-of-way line, an arc distance of 229 96 feet to the northwest corner of lands described in O R B 2462, page 359 (FCT Parcel #2), said public records, thence South 83°26'52"East, along the north line of said O R B 2462, page 359 (FCT Parcel #2) and along the north line of lands described in O R B 2462, page 359 (FCT Parcel #3), said public records, a distance of 169 28 feet, thence North 14°18'03"East, a distance of 307 98 feet, thence North 45°00'00"East a distance of 21 90 feet, thence North 46°02'42"West, a distance of 12 87 feet, thence North 14°18'03"East, a distance of 211 42 feet, thence North 73°17'34"West, a distance of 161 07 feet to the said Point-of-Beginning

Containing 2 159 Acres, more or less

Description: (by surveyor) Cade Museum Maintenance Easement at Depot Park

A part of lands described in O R B 2427, page 2468 (Parcel 1) and O R B 2427, page 2468 (Parcel 2) and O R B 2409, page 1797 (Parcel 1), all of the public records of Alachua County, Florida, lying in Section 8, Township 10 South, Range 20 East, Alachua County, Florida, being more particularly described as follows

Commence at the northeast corner of said Section 8, and run thence South 89°34'31"West, along the north line of said Section, a distance of 497 00 feet to the south right-of-way line of Depot Avenue, said point being on a non-tangent curve, concave northerly, having a radius of 416 00 feet, a central angle of 01°45'56" and a chord bearing and distance of South 78°43'30"West - 12 82 feet, thence southwesterly, along said curve and along said south right-of-way line an arc distance of 12 82 feet thence South 50°05'55"West, along said south right-of-way line, a distance of 6 87 feet, thence South 76°39'49"West, along said south right-of-way line, a distance of 108 40 feet, thence South 13°20'11"East, along said south right-of-way line, a distance of 33 29 feet to the south right-of-way line of a F D O T taking for State Road No 329 (a k a South Main Street), thence South 51°37'50"West, along said south right-of-way line, a distance of 150 81 feet to the east right-of-way line of said South Main Street, thence South 15°55'10"West, along said east right-of-way line, a distance of 23 20 feet to the Point-of-Beginning of the herein described easement, thence run North 15°55'10" East, along said east right-of-way line, a distance of 10 58 feet, thence, leaving said right-of-way line, run North 77°23'37" East, a distance of 29 33 feet to the beginning of a non-tangent curve, concave northerly, having a radius of 55 50 feet, a central angle of 119°24'15" and a chord bearing and distance of South 77°28'38" East - 95 84 feet, thence southeasterly, along said curve, an arc distance of 115 66 feet, thence South 55°28'01" East, a distance of 93 63 feet, thence South 14°47'36" East, a distance of 8 82 feet, thence S34°31'59"W a distance of 14 09 feet to the beginning of a non-tangent curve, concave easterly having a radius of 66 00 feet, a central angle of 84°50'48" and chord bearing and distance of South 07°53'25" East - 89 05 feet, thence southerly, along said curve, an arc distance of 97 74 feet, thence South 48°46'17" East, a distance 13 13 feet, thence South 78°34'12" West, a distance of 73 46 feet, thence South 10°35'20" East, a distance of 8 52 feet to the beginning of a non-tangent curve, concave easterly, having a radius of 58 16 feet, a central angle of 85°44'52" and a chord bearing and distance South 14°32'27" West - 79 14 feet, thence southerly, along said curve, an arc distance of 87 04 feet, thence South 07°26'29" West, a distance of 32 85 feet, thence South 30°16'17" West, a distance of 78 16 feet, thence South 02°49'31" East, a distance of 39 59 feet, thence South 17°48'00" East, a distance of 35 44 feet, thence South 53°25'13" East, a distance of 39 87 feet, thence South 58°40'41" West a distance of 16 89 feet, thence North 59°12'02" West, a distance of 34 67 feet thence North 30°46'01" West, a distance of 19.83 feet, thence North 12°47'27" West, a distance of 47 67 feet, thence North 14°18'03" East along said west line, a distance of 126 78 feet, thence North 45°00'00"East, a distance of 21 90 feet, thence North 46°02'42"West, a distance of 12 87 feet, thence North 14°18'03"East, a distance of 211 42 feet, thence North 73°17'34" West, a distance of 161 07 feet to the Point-of-Beginning

Containing 0 401 acres, more or less

ABBREVIATIONS

- A K A = ALSO KNOWN AS
- F D O T = FLORIDA DEPARTMENT OF TRANSPORTATION
- NO = NUMBER
- O R B = OFFICIAL RECORDS BOOK

**CADE MUSEUM AT DEPOT PARK
 PROPOSED LEASE PARCEL &
 MAINTENANCE EASEMENT**

Prepared By

JBrown
 Professional Group Inc
 CIVIL ENGINEERING • LAND SURVEYING • PLANNING
 3530 NW 43rd Street • Gainesville, Florida 32606
 PHONE: (352) 375-8999 • FAX: (352) 375-0833
 E-MAIL: contact@jbrgroup.com

THE MAP OF THE PROPERTY DESCRIBED HEREON WAS MADE UNDER MY SUPERVISION AND THIS MAP OF SURVEY FURTHER MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE STATE OF FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN CHAPTER 5J-17 05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472 027, FLORIDA STATUTES, AND THE MAP OF SURVEY SHOWN HEREON IS A TRUE AND ACCURATE REPRESENTATION THEREOF TO THE BEST OF MY KNOWLEDGE, BEING SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON

Florida License No. LS6708
 Certificate of Authorization No. LB8031
 NOT VALID WITHOUT THE SIGNATURE &
 ORIGINAL RAISED SEAL OF A FLORIDA
 LICENSED SURVEYOR & MAPPER

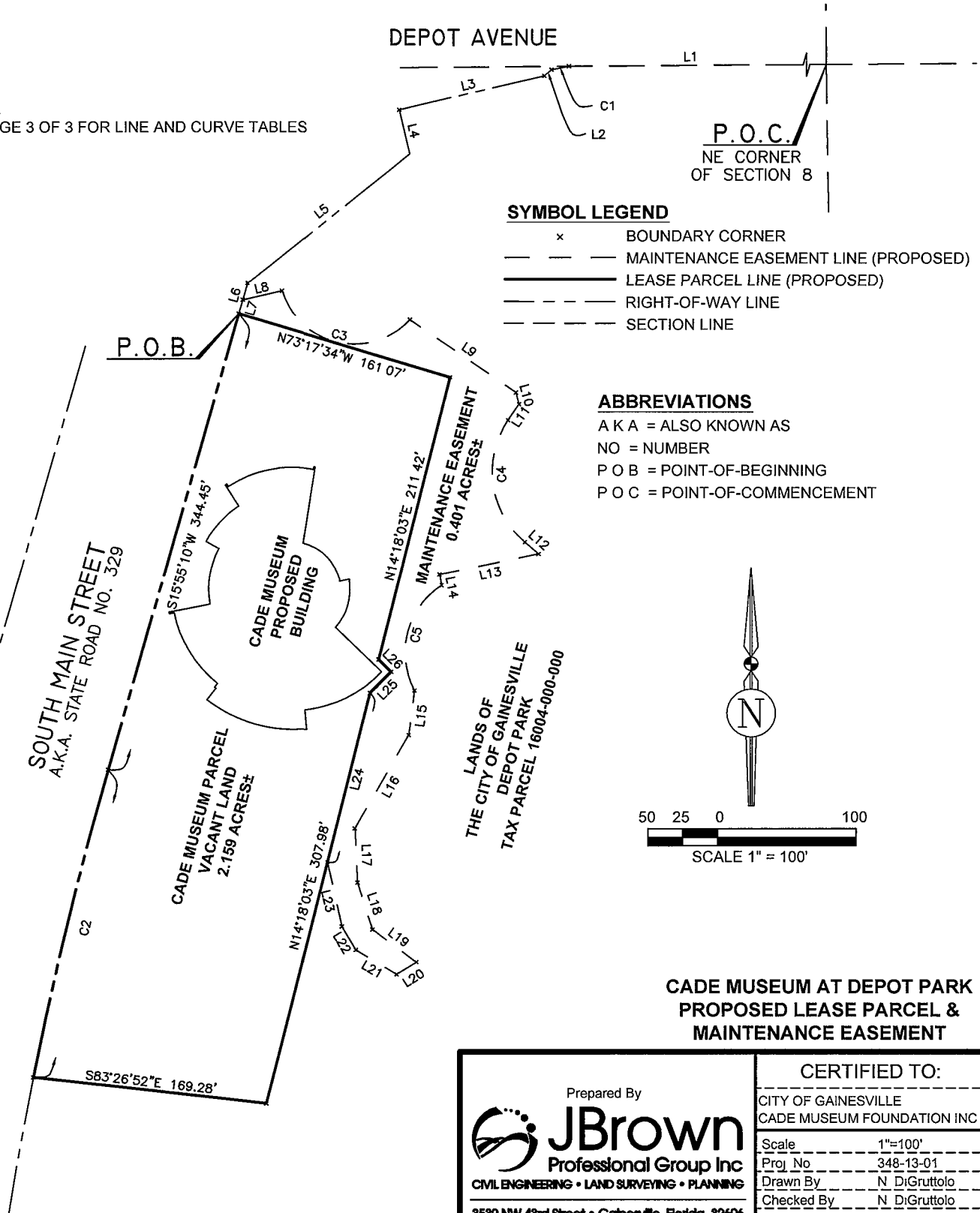
NICHOLAS DIGRUTTULO, P S M
 Professional Surveyor & Mapper

| | |
|---|---------------|
| CERTIFIED TO: | |
| CITY OF GAINESVILLE CADE MUSEUM FOUNDATION INC | |
| Scale | N/A |
| Proj. No | 348-13-01 |
| Drawn By | N DiGruttolo |
| Checked By | N DiGruttolo |
| Document Name | 348-13-01-SD1 |
| Document Date | 2/23/2016 |
| Sheet | 1 of 3 |

SKETCH OF LEGAL DESCRIPTION

IN SECTION 8, TOWNSHIP 10 SOUTH, RANGE 20 EAST, ALACHUA COUNTY, FLORIDA
(NOT A BOUNDARY SURVEY)

NOTE:
SEE PAGE 3 OF 3 FOR LINE AND CURVE TABLES



SYMBOL LEGEND

- x BOUNDARY CORNER
- - - MAINTENANCE EASEMENT LINE (PROPOSED)
- LEASE PARCEL LINE (PROPOSED)
- - - - - RIGHT-OF-WAY LINE
- - - - - SECTION LINE

ABBREVIATIONS

- A K A = ALSO KNOWN AS
- NO = NUMBER
- P O B = POINT-OF-BEGINNING
- P O C = POINT-OF-COMMENCEMENT

**CADE MUSEUM AT DEPOT PARK
PROPOSED LEASE PARCEL &
MAINTENANCE EASEMENT**

Prepared By



JBrown
Professional Group Inc
CIVIL ENGINEERING • LAND SURVEYING • PLANNING

3530 NW 43rd Street • Gainesville, Florida 32606
PHONE: (352) 375-8999 • FAX: (352) 375-0833
E-MAIL: contact@jbrowngroup.com

| | |
|---|---------------|
| CERTIFIED TO: | |
| CITY OF GAINESVILLE CADE MUSEUM FOUNDATION INC | |
| Scale | 1"=100' |
| Proj No | 348-13-01 |
| Drawn By | N DiGruttolo |
| Checked By | N DiGruttolo |
| Document Name | 348-13-01-SD1 |
| Document Date | 2/23/2016 |
| Sheet: | 2 of 3 |

SKETCH OF LEGAL DESCRIPTION
IN SECTION 8, TOWNSHIP 10 SOUTH, RANGE 20 EAST, ALACHUA COUNTY, FLORIDA
(NOT A BOUNDARY SURVEY)

| Curve Table | | | | | |
|-------------|---------|----------|------------|--------------|-----------------|
| Curve # | Length | Radius | Delta | Chord Length | Chord Direction |
| C1 | 12.82' | 416.00' | 1°45'56" | 12.82' | S78° 43' 30"W |
| C2 | 229.96' | 2781.79' | 4°44'11" | 229.90' | S13° 34' 17"W |
| C3 | 115.66' | 55.50' | 119°24'15" | 95.84' | S77° 28' 38"E |
| C4 | 97.74' | 66.00' | 84°50'48" | 89.05' | S7° 53' 25"E |
| C5 | 87.04' | 58.16' | 85°44'52" | 79.14' | S14° 32' 27"W |

| Parcel Line Table | | |
|-------------------|---------|-------------|
| Line # | Length | Direction |
| L1 | 497.00' | S89°34'31"W |
| L2 | 6.87' | S50°05'55"W |
| L3 | 108.40' | S76°39'49"W |
| L4 | 33.29' | S13°20'11"E |
| L5 | 150.81' | S51°37'50"W |
| L6 | 23.20' | S15°55'10"W |
| L7 | 10.58' | N15°55'10"E |
| L8 | 29.33' | N77°23'37"E |
| L9 | 93.63' | S55°28'01"E |
| L10 | 8.82' | S14°47'36"E |
| L11 | 14.09' | S34°31'59"W |
| L12 | 13.13' | S48°46'17"E |
| L13 | 73.46' | S78°34'12"W |

| Parcel Line Table | | |
|-------------------|---------|-------------|
| Line # | Length | Direction |
| L14 | 8.52' | S10°35'20"E |
| L15 | 32.85' | S7°26'29"W |
| L16 | 78.16' | S30°16'17"W |
| L17 | 39.59' | S2°49'31"E |
| L18 | 35.44' | S17°48'00"E |
| L19 | 39.87' | S53°25'13"E |
| L20 | 16.89' | S58°40'41"W |
| L21 | 34.67' | N59°12'02"W |
| L22 | 19.83' | N30°46'01"W |
| L23 | 47.67' | N12°47'27"W |
| L24 | 126.78' | N14°18'03"E |
| L25 | 21.90' | N45°00'00"E |
| L26 | 12.87' | N46°02'42"W |

**CADE MUSEUM AT DEPOT PARK
PROPOSED LEASE PARCEL &
MAINTENANCE EASEMENT**

| | | |
|---|-----------------------------|---------------|
| <p align="center">Prepared By:</p>  <p align="center">JBrown Professional Group Inc CIVIL ENGINEERING • LAND SURVEYING • PLANNING</p> <p align="center">3530 NW 43rd Street • Gainesville, Florida 32606 PHONE: (352) 375-8999 • FAX: (352) 375-0833 E-MAIL: contact@jbrowngroup.com</p> | CERTIFIED TO: | |
| | CITY OF GAINESVILLE | |
| | CADE MUSEUM FOUNDATION INC. | |
| | Scale: | N/A |
| | Proj. No.: | 348-13-01 |
| | Drawn By: | N. DiGruttolo |
| | Checked By: | N. DiGruttolo |
| Document Name: | 348-13-01-SD1 | |
| Document Date: | 2/23/2016 | |
| Sheet: | 3 of 3 | |

Exhibit "B"

INTENTIONALLY OMITTED

Exhibit "C"

INTENTIONALLY OMITTED

SKETCH OF LEGAL DESCRIPTION
IN SECTION 8, TOWNSHIP 10 SOUTH, RANGE 20 EAST, ALACHUA COUNTY, FLORIDA
(NOT A BOUNDARY SURVEY)

NOTE:
 SEE PAGE 3 OF 3 FOR LINE AND CURVE TABLES

DEPOT AVENUE

P.O.C.
 NE CORNER
 OF SECTION 8

SYMBOL LEGEND

- x BOUNDARY CORNER
- MAINTENANCE EASEMENT LINE (PROPOSED)
- ==== LEASE PARCEL LINE (PROPOSED)
- RIGHT-OF-WAY LINE
- SECTION LINE

ABBREVIATIONS

- A.K.A. = ALSO KNOWN AS
- NO. = NUMBER
- P.O.B. = POINT-OF-BEGINNING
- P.O.C. = POINT-OF-COMMENCEMENT

SOUTH MAIN STREET
 A.K.A. STATE ROAD NO. 329

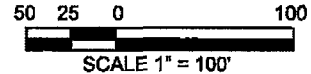
P.O.B.

CADE MUSEUM
 PROPOSED
 BUILDING

CADE MUSEUM PARCEL
 VACANT LAND
 2.159 ACRES±

LANDSCAPE AREA

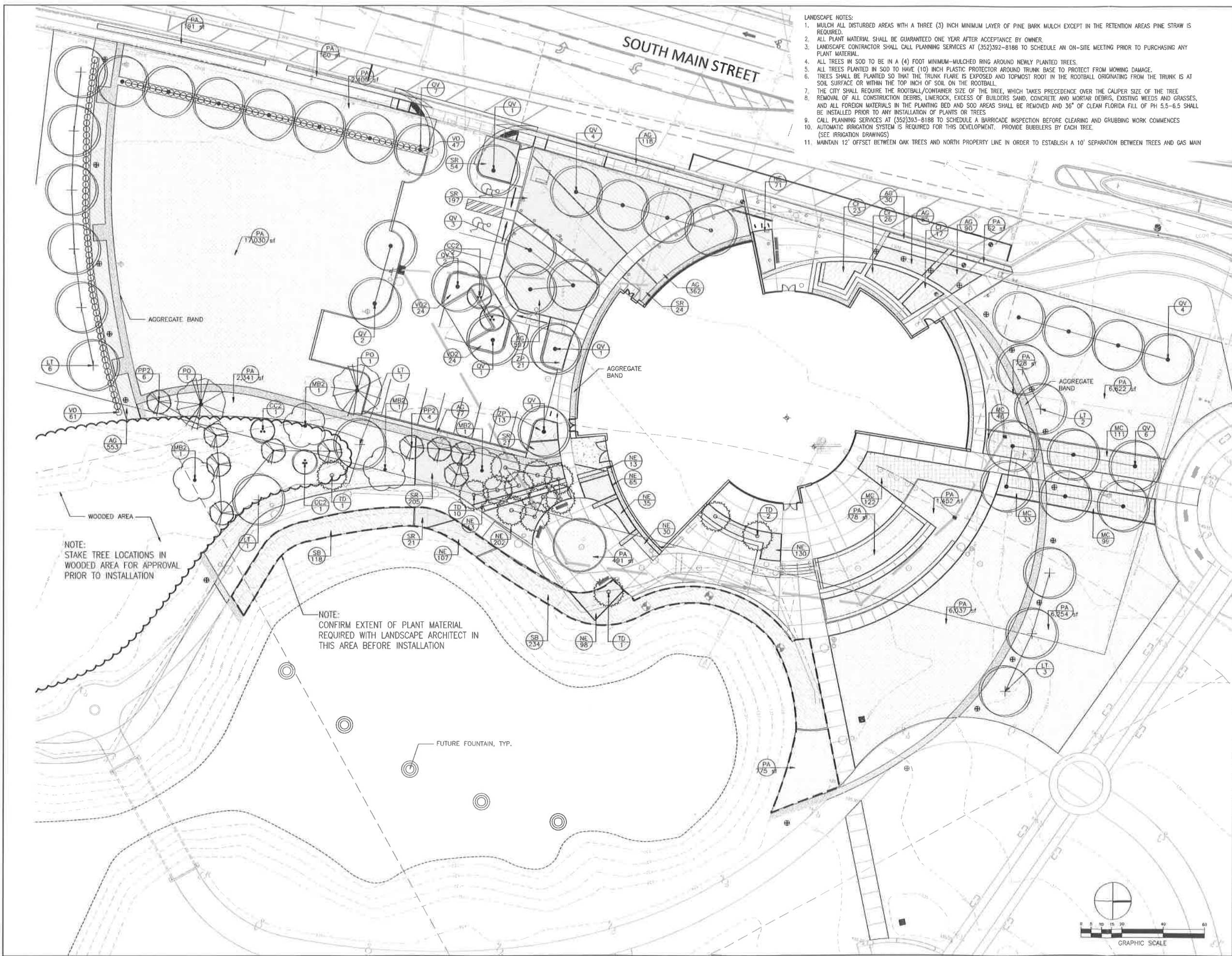
Landscape Area



**CADE MUSEUM AT DEPOT PARK
 PROPOSED LEASE PARCEL &
 MAINTENANCE EASEMENT**

| | |
|---|---|
| Prepared By:  JBrown Professional Group Inc CIVIL ENGINEERING • LAND SURVEYING • PLANNING 3530 NW 43rd Street • Gainesville, Florida 32606 PHONE: (352) 376-9999 • FAX: (352) 376-0833 E-MAIL: contact@jbrgroup.com | CERTIFIED TO: CITY OF GAINESVILLE CADE MUSEUM FOUNDATION INC. |
| | Scale: 1"=100' Proj. No.: 348-13-01 Drawn By: N. DiGruttolo Checked By: N. DiGruttolo Document Name: 348-13-01-SD1 Document Date: 2/23/2016 Sheet: 2 of 3 |

- LANDSCAPE NOTES:
- MULCH ALL DISTURBED AREAS WITH A THREE (3) INCH MINIMUM LAYER OF PINE BARK MULCH EXCEPT IN THE RETENTION AREAS PINE STRAW IS REQUIRED.
 - ALL PLANT MATERIAL SHALL BE GUARANTEED ONE YEAR AFTER ACCEPTANCE BY OWNER.
 - LANDSCAPE CONTRACTOR SHALL CALL PLANNING SERVICES AT (352)392-8188 TO SCHEDULE AN ON-SITE MEETING PRIOR TO PURCHASING ANY PLANT MATERIAL.
 - ALL TREES IN SOD TO BE IN A (4) FOOT MINIMUM-MULCHED RING AROUND NEWLY PLANTED TREES.
 - ALL TREES PLANTED IN SOD TO HAVE (10) INCH PLASTIC PROTECTOR AROUND TRUNK BASE TO PROTECT FROM MOWING DAMAGE.
 - TREES SHALL BE PLANTED SO THAT THE TRUNK FLARE IS EXPOSED AND TOPMOST ROOT IN THE ROOTBALL ORIGINATING FROM THE TRUNK IS AT SOIL SURFACE OR WITHIN THE TOP INCH OF SOIL ON THE ROOTBALL.
 - THE CITY SHALL REQUIRE THE ROOTBALL/CONTAINER SIZE OF THE TREE, WHICH TAKES PRECEDENCE OVER THE CALIPER SIZE OF THE TREE.
 - REMOVAL OF ALL CONSTRUCTION DEBRIS, LIMEROCK, EXCESS OF BUILDERS SAND, CONCRETE AND MORTAR DEBRIS, EXISTING WEEDS AND GRASSES, AND ALL FOREIGN MATERIALS IN THE PLANTING BED AND SOD AREAS SHALL BE REMOVED AND 36" OF CLEAN FLORIDA FILL OF PH 5.5-6.5 SHALL BE INSTALLED PRIOR TO ANY INSTALLATION OF PLANTS OR TREES.
 - CALL PLANNING SERVICES AT (352)393-8188 TO SCHEDULE A BARRICADE INSPECTION BEFORE CLEARING AND GRUBBING WORK COMMENCES.
 - AUTOMATIC IRRIGATION SYSTEM IS REQUIRED FOR THIS DEVELOPMENT. PROVIDE BUBBLERS BY EACH TREE. (SEE IRRIGATION DRAWINGS)
 - MAINTAIN 12' OFFSET BETWEEN OAK TREES AND NORTH PROPERTY LINE IN ORDER TO ESTABLISH A 10' SEPARATION BETWEEN TREES AND GAS MAIN



NOTE:
STAKE TREE LOCATIONS IN
WOODED AREA FOR APPROVAL
PRIOR TO INSTALLATION

NOTE:
CONFIRM EXTENT OF PLANT MATERIAL
REQUIRED WITH LANDSCAPE ARCHITECT IN
THIS AREA BEFORE INSTALLATION

Exhibit "D"
page 2 of 2

Response to Comments

G | W
W | O

CHWIO INC.
800 WINTER RAIN DRIVE, SUITE 300
SALT SPRING, FLORIDA 32113, 904.333.8800

© 2013 GWWO INC.

IDENTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A QUALY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF FLORIDA.
LICENSE NUMBER: _____

Revisions:

| No. | Date | Description |
|-----|------------|----------------------|
| 1 | 07/06/2015 | Permit |
| 2 | 08/28/2015 | Response to Comments |

**THE CADE MUSEUM FOR
CREATIVITY + INVENTION**
The Cade Museum

| | | | |
|---------------|------------------|-----|----------|
| Job No. | 20130273 | AP | Drawn |
| Scale | 1"=20' | TJM | Checked |
| Date | December 1, 2015 | BCH | Approved |
| Drawing Title | LANDSCAPE PLAN | | |

L3.00

Exhibit "E"

This instrument prepared by, or
under supervision of:

William L. Pence, Esquire
BAKER & HOSTETLER LLP
SunTrust Center Suite 2300
200 South Orange Avenue
Orlando, Florida 32801
407-649-4000

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (hereinafter "Declaration") is made this _____ day of _____, 2016, by **City of Gainesville**, a municipal corporation, whose principal office is located at 200 E. University Avenue, Suite 402, Gainesville, Florida 32627 (hereinafter "GRANTOR") and the **Florida Department of Environmental Protection** (hereinafter "FDEP").

RECITALS

A. GRANTOR is the fee simple owner of that certain real property situated in the County of Alachua, State of Florida, more particularly described in **Exhibit "A"** attached hereto and made a part hereof (hereinafter the "Restricted Property");

B. The Restricted Property comprises a portion of the FDEP Facility known as the "Depot Park Site." FDEP Project Identification Numbers for the Depot Park Site include COM_223909, COM_69589, and the Brownfield Area Identification Number is 3F010001002.

C. The discharge of certain contaminants ("Contaminants") on and/or near the Restricted Property is documented, in part, in the following documents that are incorporated by reference:

1. Depot Park Site, Western Railroad Corridor, Gainesville, Alachua County, Florida, FDEP Contract No.: HW526, dated February 2009, prepared by MACTEC Engineering and Consulting, Inc.;

2. Remedial Action Plan Modification for Poole Roofing and Initial Remedial Action Plan for Former CSXT Parcel, dated March 2008, prepared by Environmental Consulting and Technology, Inc. ("ECT");
3. RAPMOD Addendum, dated November 10, 2008, prepared by ECT;
4. Remedial Action Plan Modification for Former CSXT Parcel Phase 2 Source Removal, dated February 2009, prepared by ECT;
5. Brownfield Site Rehabilitation Agreement entered into between Grantor and FDEP dated September 17, 2002; and
6. Consent Order entered into by FDEP and GRANTOR, dated September 28, 1992, reference number 88-0539.

D. The reports noted in Recital C set forth the nature and extent of the contamination described in Recital C that was previously identified on and/or near the Restricted Property. These reports confirm that contaminated groundwater and/or soil as defined by Chapter 62 of the Florida Administrative Code exists on the Restricted Property.

E. It is the intent of the restrictions in this Declaration to reduce or eliminate the risk of exposure to any Contaminants present on the Restricted Property, to reduce or eliminate the possibility that the applicable remedies are disturbed and to reduce or eliminate the threat of migration of any such Contaminants

F. GRANTOR deems it desirable and in the best interest of all present and future owners of the Restricted Property that the Restricted Property be held subject to certain restrictions and engineering controls, all of which are more particularly hereinafter set forth.

NOW, THEREFORE, in compliance with all applicable Florida and federal environmental laws and regulations, and to induce FDEP to enter into the Declaration, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the undersigned parties, GRANTOR agrees as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. GRANTOR hereby imposes on the Restricted Property the following restrictions and requirements:

a. GROUNDWATER USE RESTRICTIONS

- i. There shall be no use of the groundwater under the Restricted Property. There shall be no drilling for water conducted on the Restricted Property, nor shall any wells be installed on the

Restricted Property, other than monitoring wells pre-approved in writing by FDEP. Additionally, there shall be no stormwater swales, stormwater detention or retention facilities, or ditches on the Restricted Property without the prior written approval from FDEP in addition to any authorizations required by FDEP and the applicable Water Management District.

- ii. For any dewatering activities, a plan approved by FDEP must be in place to address and ensure the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated.

b. SOIL RESTRICTIONS

- i. The area of soil contamination located on the Restricted Property has been permanently covered with a minimum of two (2) feet of clean and uncontaminated soil ("Soil Cap") that prevents human exposure (hereinafter referred to as the "Engineering Control"). An Engineering Control Maintenance Plan ("ECMP") relating to the Restricted Property, dated _____, __, 2016, prepared by Geosyntec Consultants, has been approved by FDEP. The ECMP specifies the frequency of inspections and monitoring for the Engineering Control, the criteria for determining when the Engineering Control has failed, and includes a soil management plan and a health and safety plan. The parties acknowledge that construction of improvements on the Restricted Parcel is contemplated, and that portions of the Soil Cap will be replaced, in whole or in part, with asphalt, concrete or building foundation during construction. No such construction shall be undertaken without the prior written consent of FDEP and all such construction shall comply with the ECMP and any other limitations imposed by FDEP.
- ii. Excavation and construction deeper than two (2) feet below land surface is not prohibited on the Restricted Property, provided any contaminated soils that are excavated are removed and properly disposed of pursuant to Chapter 62-780, F.A.C., and any other applicable local, state, and federal requirements and the ECMP. Nothing contained herein shall limit any other legal requirements regarding construction methods and precautions that must be taken to minimize risk of exposure while conducting work in contaminated areas.

3. In the remaining paragraphs, all references to "GRANTOR" and "FDEP" shall also mean and refer to their respective representatives, successors and assigns.
4. GRANTOR hereby grants to FDEP a right of entry upon and access at all reasonable times to the Property with prior notice to GRANTOR for the purpose of monitoring the restrictions contained herein.
5. GRANTOR hereby reserves unto itself, the full right of ingress and egress on, over, under, across and through the Restricted Property as is necessary to enforce, operate, inspect and confirm compliance with this Declaration or otherwise perform GRANTOR's obligations under that certain Consent Order entered into by FDEP and GRANTOR, dated September 28, 1992, or that certain Brownfield Site Rehabilitation Agreement entered into between GRANTOR and FDEP dated September 17, 2002.
6. It is the intention of GRANTOR that the restrictions and conditions contained in this Declaration shall touch and concern the Restricted Property, run with the land and with the title to the Restricted Property in perpetuity, and shall apply to and be binding upon and inure to the benefit of the successors and assigns of GRANTOR and FDEP, and to any and all persons or entities hereafter having any right, title, or interest in the Restricted Property or any part thereof. FDEP may enforce the terms and conditions of this Declaration by injunctive relief and other appropriate available legal remedies. Any forbearance on behalf of FDEP to exercise its rights in the event of the failure of the GRANTOR to comply with the provisions of this Declaration shall not be deemed or construed to be a waiver of any rights hereunder. This Declaration shall continue in perpetuity, unless otherwise modified in writing by GRANTOR and FDEP, as provided in paragraph 7 hereof. This Declaration may also be enforced in a court of competent jurisdiction by any other person, firm, corporation, or governmental agency that is substantially benefited by these restrictions. If GRANTOR does not or will not be able to comply with any of all of the provisions of this Declaration, the GRANTOR shall notify FDEP in writing within three (3) calendar days. Additionally, GRANTOR shall notify FDEP thirty (30) days prior to any conveyance or sale, granting or transferring the Restricted Property or portion thereof, to any heirs, successors, assigns or grantees, including, without limitation, the conveyance of any security interest in said Restricted Property.
7. To ensure the perpetual nature of this Declaration, GRANTOR shall reference these restrictions in any subsequent lease or deed of conveyance, including the recording book and page of record of this Declaration. Furthermore, prior to the entry into a landlord-tenant relationship with respect to the Restricted Property, the GRANTOR agrees to notify in writing all proposed tenants of the Restricted Property of the existence and contents of this Declaration.

8. This Declaration is binding until a release of covenant is executed by the FDEP Secretary (or designee) and is recorded in the public records Alachua County, Florida. To receive prior approval from FDEP to remove any requirement herein, cleanup target levels established pursuant to Florida Statutes and FDEP rules must be achieved. This Declaration may be modified in writing only. Any subsequent amendment must be executed by both GRANTOR and FDEP and be recorded by GRANTOR as an amendment hereto.
9. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect the validity of any other provisions thereof. All such other provisions shall continue unimpaired in full force and effect.
10. GRANTOR covenants and represents that on the date of execution of this Declaration that GRANTOR is seized of the Restricted Property in fee simple and has good right to create, establish, and impose this restrictive covenant on the use of the Restricted Property. GRANTOR also covenants and warrants that the Restricted Property is free and clear of any and all liens, mortgages, or encumbrances that could impair GRANTOR's rights to impose the restrictive covenants described in this Declaration.

{Remainder of page intentionally left blank; signature page(s) to follow}

IN WITNESS WHEREOF, GRANTOR has executed this instrument, this _____ day of _____, 2016.

GRANTOR

CITY OF GAINESVILLE

ATTEST:

Kurt Lannon, Clerk of the Commission

By: _____
Anthony Lyons, Interim City Manager

Approved as to Form and Legality:

Lisa Bennett, Assistant City Attorney II

Signed, sealed and delivered
in our presence as witnesses:

Witness: _____

Date: _____

Print Name: _____

Witness: _____

Date: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledge before me this ___ day of _____, 2016, by _____, in his capacity as the Interim City Manager of the City of Gainesville.

Signature of Notary Public

Commission Expires: _____

Print Name of Notary Public

(AFFIX NOTARY SEAL)

Commission No. _____

Approved as to form by the Florida Department of Environmental Protection, Office of General Counsel, by _____

IN WITNESS WHEREOF, the Florida Department of Environmental Protection has executed this instrument, this _____ day of _____, 2016.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Signed, sealed and delivered
in our presence as witnesses:

Witness: _____

Date: _____

Print Name: _____

Witness: _____

Date: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____, as representative for the Florida Department of Environmental Protection, who is personally known to me.

Commission Expires: _____

Signature of Notary Public

Print Name of Notary Public

(AFFIX NOTARY SEAL)

Commission No. _____

Commission Expires: _____

EXHIBIT "A"

Legal Description and Sketch of the Restricted Property
{See attached 3 pages}

SKETCH OF LEGAL DESCRIPTION IN SECTION 5, TOWNSHIP 10 SOUTH, RANGE 20 EAST, ALACHUA COUNTY, FLORIDA (NOT A BOUNDARY SURVEY)

Description: (by surveyor) Cade Museum Lease Parcel at Depot Park

A part of lands described in O.R.B. 2427, page 2458 (Parcel 1) and O.R.B. 2427, page 2458 (Parcel 2) and O.R.B. 2409, page 1797 (Parcel 1), all of the public records of Alachua County, Florida; lying in Section 8, Township 10 South, Range 20 East, Alachua County, Florida, being more particularly described as follows:

Commence at the northeast corner of said Section 8, and run thence South 89°34'31" West, along the north line of said Section, a distance of 497.00 feet to the south right-of-way line of Depot Avenue; said point being on a non-tangent curve, concave northerly, having a radius of 416.00 feet, a central angle of 01°45'56" and a chord bearing and distance of South 78°43'30" West - 12.82 feet; thence southwesterly, along said curve and along said south right-of-way line, an arc distance of 12.82 feet; thence South 50°05'55" West, along said south right-of-way line, a distance of 6.87 feet; thence South 76°39'49" West, along said south right-of-way line, a distance of 106.40 feet; thence South 13°20'11" East, along said south right-of-way line, a distance of 33.29 feet to the south right-of-way line of a F.D.O.T. taking for State Road No. 329 (a.k.a. South Main Street); thence South 51°37'50" West, along said south right-of-way line, a distance of 150.81 feet to the East right-of-way line of said South Main Street; thence South 15°55'10" West, along said east right-of-way line, a distance of 23.20 feet to the Point-of-Beginning of the herein described parcel; thence continue South 15°55'10" West, along said east right-of-way line, a distance of 344.45 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 2781.79 feet, a central angle of 04°44'11" and a chord bearing and distance of South 13°34'17" West - 229.96 feet; thence southwesterly, along said curve and along said East right-of-way line, an arc distance of 229.96 feet to the northwest corner of lands described in O.R.B. 2462, page 359 (FCT Parcel #2), said public records; thence South 83°26'52" East, along the north line of said O.R.B. 2462, page 359 (FCT Parcel #2) and along the north line of lands described in O.R.B. 2462, page 359 (FCT Parcel #3), said public records, a distance of 169.26 feet; thence North 14°18'03" East, a distance of 207.98 feet; thence North 45°00'00" East, a distance of 21.90 feet; thence North 46°02'42" West, a distance of 12.67 feet; thence North 14°18'03" East, a distance of 211.42 feet; thence North 73°17'34" West, a distance of 161.07 feet to the said Point-of-Beginning.

Containing 2.159 Acres, more or less.

Description: (by surveyor) Cade Museum Maintenance Easement at Depot Park

A part of lands described in O.R.B. 2427, page 2468 (Parcel 1) and O.R.B. 2427, page 2468 (Parcel 2) and O.R.B. 2409, page 1797 (Parcel 1), all of the public records of Alachua County, Florida; lying in Section 8, Township 10 South, Range 20 East, Alachua County, Florida; being more particularly described as follows:

Commence at the northeast corner of said Section 8, and run thence South 89°34'31" West, along the north line of said Section, a distance of 497.00 feet to the south right-of-way line of Depot Avenue; said point being on a non-tangent curve, concave northerly, having a radius of 416.00 feet, a central angle of 01°45'56" and a chord bearing and distance of South 78°43'30" West - 12.82 feet; thence southwesterly, along said curve and along said south right-of-way line, an arc distance of 12.82 feet; thence South 50°05'55" West, along said south right-of-way line, a distance of 6.87 feet; thence South 76°39'49" West, along said south right-of-way line, a distance of 106.40 feet; thence South 13°20'11" East, along said south right-of-way line, a distance of 33.29 feet to the south right-of-way line of a F.D.O.T. taking for State Road No. 329 (a.k.a. South Main Street); thence South 51°37'50" West, along said south right-of-way line, a distance of 150.81 feet to the east right-of-way line of said South Main Street; thence South 15°55'10" West, along said east right-of-way line, a distance of 23.20 feet to the Point-of-Beginning of the herein described easement; thence run North 15°55'10" East, along said east right-of-way line, a distance of 10.58 feet; thence, leaving said right-of-way line, run North 77°23'37" East, a distance of 29.33 feet to the beginning of a non-tangent curve, concave northerly, having a radius of 55.50 feet, a central angle of 119°24'15" and a chord bearing and distance of South 77°28'38" East - 95.84 feet; thence southeasterly, along said curve, an arc distance of 115.66 feet; thence South 55°28'01" East, a distance of 93.63 feet; thence South 14°47'36" East, a distance of 8.82 feet; thence S34°31'59" W a distance of 14.09 feet to the beginning of a non-tangent curve, concave easterly, having a radius of 66.00 feet, a central angle of 84°50'48" and chord bearing and distance of South 07°53'25" East - 89.05 feet; thence southerly, along said curve, an arc distance of 97.74 feet; thence South 48°46'17" East, a distance 13.13 feet; thence South 78°34'12" West, a distance of 73.46 feet; thence South 10°35'20" East, a distance of 8.52 feet to the beginning of a non-tangent curve, concave easterly, having a radius of 58.16 feet, a central angle of 85°44'52" and a chord bearing and distance South 14°32'27" West - 79.14 feet; thence southerly, along said curve, an arc distance of 87.04 feet; thence South 07°26'29" West, a distance of 32.85 feet; thence South 30°15'17" West, a distance of 78.16 feet; thence South 02°49'31" East, a distance of 39.55 feet; thence South 17°48'00" East, a distance of 35.44 feet; thence South 53°25'13" East, a distance of 35.87 feet; thence South 58°40'41" West, a distance of 16.69 feet; thence North 59°12'02" West, a distance of 34.67 feet; thence North 30°45'01" West, a distance of 19.83 feet; thence North 12°47'27" West, a distance of 47.67 feet; thence North 14°18'03" East along said west line, a distance of 126.78 feet; thence North 45°00'00" East, a distance of 21.90 feet; thence North 46°02'42" West, a distance of 12.67 feet; thence North 14°18'03" East, a distance of 211.42 feet; thence North 73°17'34" West, a distance of 161.07 feet to the Point-of-Beginning.

Containing 0.401 acres, more or less.

ABBREVIATIONS

- A.K.A. = ALSO KNOWN AS
- F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION
- NO. = NUMBER
- O.R.B. = OFFICIAL RECORDS BOOK

**CADE MUSEUM AT DEPOT PARK
PROPOSED LEASE PARCEL &
MAINTENANCE EASEMENT**

| | | | | | | | | | | | | | | | | |
|---|--|--|---|-------|-----|----------|-----------|----------|---------------|------------|---------------|---------------|---------------|---------------|-----------|-------|
| <p style="text-align: center;">Prepared By</p> <p style="text-align: center;">JBrown Professional Group Inc CIVIL ENGINEERING • LAND SURVEYING • PLANNING</p> <p style="text-align: center; font-size: small;">3000 NW 40th Street • Gainesville, Florida 32609 Phone: (352) 376-8000 • Fax: (352) 376-0188 E-MAIL: info@jbrwngroup.com</p> | <p>THE MAP OF THE PROPERTY DESCRIBED HEREON WAS MADE UNDER MY SUPERVISION AND THIS MAP OF SURVEY FURTHER MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE STATE OF FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN CHAPTER 55-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.007, FLORIDA STATUTES, AND THE MAP OF SURVEY SHOWN HEREON IS A TRUE AND ACCURATE REPRESENTATION THEREOF TO THE BEST OF MY KNOWLEDGE, BEING SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.</p> | <p style="text-align: center;">CERTIFIED TO:</p> <p style="text-align: center;">CITY OF GAINESVILLE CADE MUSEUM FOUNDATION INC.</p> | | | | | | | | | | | | | | |
| | <p style="text-align: center;">Florida License No. LB8708 Certificate of Authorization No. LB8031</p> <p style="text-align: center;">NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER</p> | <p style="text-align: center;">NICHOLAS DIGRUTTOLO, P.S.M. Professional Surveyor & Mapper</p> | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Scale</td><td style="text-align: center;">N/A</td></tr> <tr><td>Plot No.</td><td style="text-align: center;">348-13-01</td></tr> <tr><td>Drawn By</td><td style="text-align: center;">K. DiGruttolo</td></tr> <tr><td>Checked By</td><td style="text-align: center;">K. DiGruttolo</td></tr> <tr><td>Document Name</td><td style="text-align: center;">348-13-01-801</td></tr> <tr><td>Document Date</td><td style="text-align: center;">2/23/2018</td></tr> <tr><td>Sheet</td><td style="text-align: center;">1 of 3</td></tr> </table> | Scale | N/A | Plot No. | 348-13-01 | Drawn By | K. DiGruttolo | Checked By | K. DiGruttolo | Document Name | 348-13-01-801 | Document Date | 2/23/2018 | Sheet |
| Scale | N/A | | | | | | | | | | | | | | | |
| Plot No. | 348-13-01 | | | | | | | | | | | | | | | |
| Drawn By | K. DiGruttolo | | | | | | | | | | | | | | | |
| Checked By | K. DiGruttolo | | | | | | | | | | | | | | | |
| Document Name | 348-13-01-801 | | | | | | | | | | | | | | | |
| Document Date | 2/23/2018 | | | | | | | | | | | | | | | |
| Sheet | 1 of 3 | | | | | | | | | | | | | | | |

SKETCH OF LEGAL DESCRIPTION
 IN SECTION 8, TOWNSHIP 10 SOUTH, RANGE 20 EAST, ALACHUA COUNTY, FLORIDA
 (NOT A BOUNDARY SURVEY)

NOTE:
 SEE PAGE 3 OF 3 FOR LINE AND CURVE TABLES

DEPOT AVENUE

P.O.C.
 NE CORNER
 OF SECTION 8

SYMBOL LEGEND

- BOUNDARY CORNER
- MAINTENANCE EASEMENT LINE (PROPOSED)
- LEASE PARCEL LINE (PROPOSED)
- - - RIGHT-OF-WAY LINE
- SECTION LINE

ABBREVIATIONS

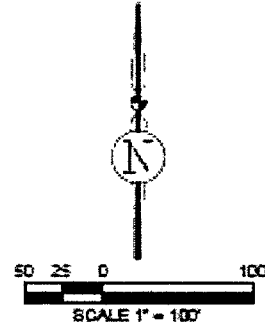
- A.K.A. = ALSO KNOWN AS
- NO. = NUMBER
- F.O.B. = POINT-OF-BEGINNING
- F.O.C. = POINT-OF-COMMENCEMENT

SOUTH MAIN STREET
 A.K.A. STATE ROAD NO. 329

CADE MUSEUM PARCEL
 VACANT LAND
 2.118 ACRES

CADE MUSEUM
 PROPOSED
 BUILDING

THE CITY OF GAINESVILLE
 DEPOT PARK
 TAX PARCEL 18004-000-000



**CADE MUSEUM AT DEPOT PARK
 PROPOSED LEASE PARCEL &
 MAINTENANCE EASEMENT**

| | | |
|--|----------------------------|------------|
| Prepared By  JBrown Professional Group Inc CIVIL ENGINEERING - LAND SURVEYING - PLANNING 3000 NW 43rd Street • Gainesville, Florida 32609 Phone: (352) 376-8000 • FAX: (352) 376-8100 E-Mail: info@jbrgroup.com | CERTIFIED TO: | |
| | CITY OF GAINESVILLE | |
| | CADE MUSEUM FOUNDATION INC | |
| | Scale: | 1"=100' |
| | Proj. No.: | 348-15-01 |
| | Drawn By: | A. DiGuzio |
| | Checked By: | A. DiGuzio |
| Document Name: | 348-15-01-SD1 | |
| Document Date: | 2/23/2011 | |
| Sheet: | 2 of 3 | |


SKETCH OF LEGAL DESCRIPTION
IN SECTION 8, TOWNSHIP 10 SOUTH, RANGE 20 EAST, ALACHUA COUNTY, FLORIDA
(NOT A BOUNDARY SURVEY)

| Curve Table | | | | | |
|-------------|---------|----------|------------|--------------|-----------------|
| Curve # | Length | Radius | Delta | Chord Length | Chord Direction |
| C1 | 12.82' | 416.00' | 1°45'56" | 12.82' | S76°43'30"W |
| C2 | 228.96' | 2781.79' | 4°44'11" | 228.90' | S13°34'17"W |
| C3 | 115.66' | 55.50' | 119°24'15" | 95.84' | S77°28'38"E |
| C4 | 97.74' | 66.00' | 64°50'48" | 89.05' | S7°53'25"E |
| C5 | 87.04' | 58.16' | 65°44'52" | 79.14' | S14°32'27"W |

| Parcel Line Table | | |
|-------------------|---------|-------------|
| Line # | Length | Direction |
| L1 | 457.00 | S89°34'31"W |
| L2 | 6.87 | S50°05'55"W |
| L3 | 108.40' | S76°39'49"W |
| L4 | 33.29 | S13°20'11"E |
| L5 | 150.81' | S51°37'50"W |
| L6 | 23.20' | S15°55'10"W |
| L7 | 10.55' | N15°55'10"E |
| L8 | 29.33' | N77°23'37"E |
| L9 | 53.63' | S55°28'01"E |
| L10 | 6.82' | S14°47'36"E |
| L11 | 14.09' | S34°31'59"W |
| L12 | 53.13' | S48°46'17"E |
| L13 | 73.46' | S76°34'12"W |

| Parcel Line Table | | |
|-------------------|---------|-------------|
| Line # | Length | Direction |
| L14 | 8.52' | S10°35'20"E |
| L15 | 32.85' | S7°26'29"W |
| L16 | 78.16' | S30°16'17"W |
| L17 | 39.59' | S2°45'31"E |
| L18 | 35.44' | S17°49'00"E |
| L19 | 39.87' | S53°25'13"E |
| L20 | 16.89' | S58°40'41"W |
| L21 | 34.67' | N59°12'02"W |
| L22 | 19.83' | N30°46'01"W |
| L23 | 47.67' | N12°47'27"W |
| L24 | 126.78' | N14°18'03"E |
| L25 | 21.50' | N45°00'00"E |
| L26 | 12.87' | N46°02'42"W |

CADE MUSEUM AT DEPOT PARK
PROPOSED LEASE PARCEL &
MAINTENANCE EASEMENT

| | | |
|---|----------------------------|-------------|
| <p align="center">Prepared By</p>  <p align="center">JBrown Professional Group Inc</p> <p align="center">CIVIL ENGINEERING - LAND SURVEYING - PLANNING</p> <p align="center">3000 NW 40th Street • Gainesville, Florida 32609 Phone: (352) 370-8888 • FAX: (352) 370-8883 E-MAIL: carol@jbrp.com</p> | CERTIFIED TO: | |
| | CITY OF GAINESVILLE | |
| | CADE MUSEUM FOUNDATION INC | |
| | Scale | N/A |
| | Proj. No. | 548-15-01 |
| | Drawn By | K. DeGuzals |
| | Checked By | J. DeGuzals |
| Document Name | 548-15-01-5021 | |
| Document Date | 2/23/2018 | |
| Sheet: | 3 of 3 | |

SKETCH OF LEGAL DESCRIPTION
 IN SECTION 8, TOWNSHIP 10 SOUTH, RANGE 20 EAST, ALACHUA COUNTY, FLORIDA
 (NOT A BOUNDARY SURVEY)

NOTE:
 SEE PAGE 3 OF 3 FOR LINE AND CURVE TABLES

DEPOT AVENUE

L1

P.O.C.
 NE CORNER
 OF SECTION 8

SYMBOL LEGEND

- x BOUNDARY CORNER
- MAINTENANCE EASEMENT LINE (PROPOSED)
- LEASE PARCEL LINE (PROPOSED)
- - - RIGHT-OF-WAY LINE
- - - SECTION LINE

ABBREVIATIONS

- A.K.A. = ALSO KNOWN AS
- NO. = NUMBER
- P.O.B. = POINT-OF-BEGINNING
- P.O.C. = POINT-OF-COMMENCEMENT

SOUTH MAIN STREET
 A.K.A. STATE ROAD NO. 329

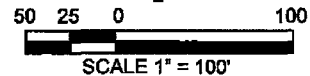
P.O.B.

CADE MUSEUM
 PROPOSED
 BUILDING

CADE MUSEUM PARCEL
 VACANT LAND
 2.159 ACRES±

MAINTENANCE EASEMENT
 0.401 ACRES±

LANDS OF
 THE CITY OF GAINESVILLE
 DEPOT PARK
 TAX PARCEL 16004-000-000



**CADE MUSEUM AT DEPOT PARK
 PROPOSED LEASE PARCEL &
 MAINTENANCE EASEMENT**

Fence line

| | |
|---|---|
| Prepared By:  JBrown Professional Group Inc CIVIL ENGINEERING • LAND SURVEYING • PLANNING 3530 NW 43rd Street • Gainesville, Florida 32606 PHONE: (352) 375-6999 • FAX: (352) 375-0888 E-MAIL: contact@jbrgroup.com | CERTIFIED TO: CITY OF GAINESVILLE CADE MUSEUM FOUNDATION INC. |
| | Scale: 1"=100' Proj. No.: 348-13-01 Drawn By: N. DiGruttolo Checked By: N. DiGruttolo Document Name: 348-13-01-SD1 Document Date: 2/23/2016 Sheet: 2 of 3 |