

SPECIAL CONDITIONS: The following special conditions apply to this Sublease Agreement. In the event of a conflict between one or more of these special conditions and one or more other provisions of this Sublease Agreement, these special conditions will control:

- A.) **RENT:** SUBLESSEE shall pay to SUBLESSOR, as rent for the subleased premises during the term, a one-time payment in the sum of one million and 00/100 dollars (\$1,000,000.00) within thirty (30) days following the complete execution of this Sublease Agreement.
- B.) **CAMPUS MASTER PLAN:** The subleased premises are subject to the SUBLESSOR's Campus Master Plan and Campus Development Agreement pursuant to Sec. 1013.30, *Florida Statutes*, as well as all SUBLESSOR regulations, policies, and procedures pertaining to planning, land use, land management and development, as may be amended from time to time. For so long as the subleased premises remain subject to, and are incorporated into, SUBLESSOR's Campus Master Plan and Campus Development Agreement, those documents shall fulfill the requirement for the Land Use Plan specified under paragraph 7 herein. In the event the subleased premises are in the future not subject to or incorporated into the Campus Master Plan or the Campus Development Agreement, the requirements of paragraph 7 will apply.
- C.) **SUBLESSOR INITIAL WORK:** No later than sixty (60) days following commencement of the term of this Sublease Agreement (the "Removal Deadline"), SUBLESSOR shall, at its cost: (i) demolish and remove all existing vertical structures on the subleased premises and dispose of all debris arising therefrom in compliance with applicable law; and (ii) fill in the pond(s) on the subleased premises (collectively, the "Sublessor Work"). However, in no event will Sublessor Work include site work associated with preparing the subleased premises for vertical improvements, construction of the building pad, or any utility improvements. SUBLESSEE may inspect the Sublessor Work from time to time to confirm that it is being done in manner consistent with applicable law. SUBLESSEE hereby grants SUBLESSOR, and its agents and contractors, a royalty-free license to access the subleased premises until the Removal Deadline with people and machinery as needed to perform the Sublessor Work. If the Sublessor Work is not completed by the Removal Deadline, then SUBLESSEE will have the right to terminate this Sublease Agreement by written notice to SUBLESSOR, whereupon this Sublease Agreement will terminate, within 30 calendar days of said termination the SUBLESSOR will refund to the SUBLESSEE any and all Rent that SUBLESSEE has paid to the SUBLESSOR, and the parties will have no further liability hereunder.
- D.) **ADDITIONAL PROVISION REGARDING PURPOSE:** For clarity, and without limiting paragraph 4 of this Sublease Agreement, the following activities will be deemed to fall within the purpose of this Sublease Agreement and are permissible uses of the subleased premises as they relate to veterinary care, to the provision of non-profit services to the public, or to an educational purpose:
- i. veterinary treatment and vaccinations, including orthopedic treatment, treatment of soft tissue injuries, dental care, forensic testing, general medical examinations and treatment, and radiological examination.
 - ii. microchipping and issuing county animal licenses.
 - iii. spay/neuter surgeries.
 - iv. surgeries conducted for educational purposes.
 - v. veterinary laboratory.
 - vi. day camps for students interested in veterinary medicine.
 - vii. behavior training.
 - viii. animal control activities.
 - ix. veterinary isolation wards.
 - x. public adoption events.
 - xi. retail space to allow community to purchase "accessories" when adopting shelter animals, provided that the revenue is used solely for operation of the animal services facility on the subleased premises.
 - xii. public pet food pantry.
 - xiii. seminars and events designed to promote animal adoption and to educate the pet-owning community.
 - xiv. volunteer training.
 - xv. general administrative functions; and
 - xvi. other ancillary uses associated with animal shelters, including but not limited to, an animal cafe.
- County will have the discretion to determine which programmatic activities within the scope of the foregoing purpose to conduct on the subleased premises throughout the term of this Sublease Agreement. For clarity, no commercial activities unrelated to activities i through xvi, above, may be conducted on any portion of the subleased premises.

- E.) **CONSTRUCTION FUNDING**: Prior to SUBLESSEE commencing any site work or construction activity, SUBLESSEE shall provide evidence satisfactory to SUBLESSOR (in its sole discretion) that SUBLESSEE has unrestricted access to cash and/or construction financing in an amount sufficient to pay 100% of the cost to complete the construction of all structures and improvements to be built or placed on the subleased premises.
- F.) **ADDITIONAL PROVISIONS REGARDING PLACEMENT AND REMOVAL OF IMPROVEMENTS**: SUBLESSEE shall use the subleased premises subject to the following restrictions, covenants, and reservations:
- i. Subject to SUBLESSOR'S approval of the site plan for the animal resources facility, SUBLESSEE may construct an animal resources facility that includes all of the permitted uses listed in Special Condition D, including but not limited to offices, animal shelter structures, clinical space, outdoor space, and parking, including utility infrastructure, drainage systems, and public access.
 - ii. All buildings, signage, and other improvements will be constructed at the sole cost and expense of SUBLESSEE.
 - iii. All design, planning, and construction activities on the subleased premises are subject to those portions of the University of Florida's Design and Construction Standards (see <https://facilities.ufl.edu/projects/forms-standards/design-construction-standards/>) that relate to building code compliance, life safety compliance, site plan approval, permitting, inspections, and occupancy, as such standards may be amended from time to time. No building may be erected on the subleased premises until construction plans and specifications showing the location of the planned improvements have been approved in writing and permits have been issued by SUBLESSOR (by and through SUBLESSOR'S Division of Environmental Health & Safety (EH&S) and Facilities Services). SUBLESSEE must submit all plans and information that EH&S and Facilities Services request from time to time in connection with its approval, permitting, and inspection processes. SUBLESSEE must also submit its plans to such University committees as are required by University regulations or policies, including but not limited to the Lakes, Vegetation And Landscaping Committee and the Land Use Committee.
 - iv. All construction documents shall be prepared by an architect and/or engineer licensed to practice in the State of Florida, and all construction work shall be done by a general contractor licensed by the State of Florida to perform such construction. Subject only to the foregoing, SUBLESSEE may select the architects, engineers, contractors, and construction managers who design and construct the animal resources facility. SUBLESSEE guarantees that the construction of the animal resources facility will be completed in substantial compliance with the construction documents approved by SUBLESSOR.
 - v. No tree may be removed from the subleased premises without SUBLESSOR's prior written approval, and any approved tree removal is subject to SUBLESSOR's tree mitigation policy.
 - vi. SUBLESSEE acknowledges and agrees that neither the State of Florida, TRUSTEES, SUBLESSOR, nor any of their employees or agents, shall assume any responsibility or liability of any kind or nature for inferior or negligent construction of the animal resources facility, nor for personal injury or death to any person, or damage to property because of having approved the construction documents, regardless of whether the construction documents contain defects of any kind or nature. Although neither TRUSTEES nor SUBLESSOR has any obligation to inspect the construction or various phases thereof of the animal resources facility at any time, if, at their option and for their own benefit, they, or either of them, actually inspect or cause to be inspected, the housing facility or any phase of construction thereof, or do no inspections, neither TRUSTEES nor SUBLESSOR shall assume any responsibility or liability of any kind or nature whatsoever for injury or death to any person, or for property damage as a result of defective construction or deviation from the construction documents in construction of the animal resources facility. If the general contractor deviates from the construction documents in construction of the animal resources facility, failure to inspect the construction of the animal resources facility or to object to such deviation at the time of any inspection shall not constitute approval by TRUSTEES or SUBLESSOR of such deviation or prohibit TRUSTEES or SUBLESSOR from thereafter requiring correction of the deviation so as to be in strict compliance with the construction documents.
 - vii. In the event construction of the animal resources facility, as herein described, shall not commence within (2) two years, and/or substantial completion achieved within (4) four years, following commencement of the term of this Sublease Agreement SUBLESSOR, on demand, shall have the

right to terminate the Sublease Agreement by written notice to SUBLESSEE. If SUBLESSOR so elects to terminate the Sublease Agreement, then: (a) the Sublease Agreement will terminate as of the date of SUBLESSOR'S notice and the parties will have no further rights or obligations under the Sublease Agreement except for those that survive termination; and (b) SUBLESSOR will, within 30 calendar days, refund to SUBLESSEE the rent remaining after deduction of: (1) SUBLESSOR'S out of pocket costs incurred in obtaining a survey of the subleased premises, in performing the Sublessor Work, and in otherwise performing its obligations under the Sublease Agreement and under the Agreement for Ground Sublease between SUBLESSOR and SUBLESSEE dated _____, provided that SUBLESSOR will provide SUBLESSEE with an itemized list of said out of pocket costs along with invoices, receipts or other documentation of the out of pocket costs charged against the rent; and (2) an amount equal to \$8,333.33 per month for the period commencing on the date of the Sublease Agreement and ending on the date of termination as compensation for SUBLESSOR granting use of the subleased premises to SUBLESSEE during the period preceding termination, and not as a penalty.

- G.) ADDITIONAL PROVISION REGARDING MAINTENANCE OF IMPROVEMENTS:** SUBLESSEE will maintain the animal resources facility constructed on the subleased premises in good and safe condition and repair at all times, excepting only damage by ordinary wear and tear and casualties beyond its control. SUBLESSEE shall promptly make all repairs to the animal resources facility that may be necessary including, but not limited to, those made necessary because of misuse or neglect by SUBLESSEE or its agents, employees, guests or invitees who may be in, on, or around the subleased premises and animal resources facility. All repairs must be done in a good and workmanlike manner in compliance with all applicable building and safety codes, including EH&S requirements and those portions of the University of Florida's Design and Construction Standards referenced in paragraph F of these Special Conditions. SUBLESSEE shall also be responsible for installation and maintenance of landscaping on the subleased premises commensurate with the landscaping of nearby lots and the plans approved by SUBLESSOR. The subleased premises must at all times be kept in a neat and clean condition and SUBLESSEE shall not permit the creation or maintenance of any nuisance, or any unsafe or hazardous condition on the subleased premises or in or on the animal resources facility. Necessary or desired maintenance of, or repairs to, any improvements located on the subleased premises must be made by qualified contractors. Should SUBLESSEE fail to make any necessary repair promptly, or fail to remove any hazardous or dangerous condition which may come to exist on the subleased premises or in or around the animal resources facility, or fail to take steps necessary to remove any nuisance, SUBLESSOR may make any such repairs and correct or remove any hazardous or dangerous condition, or remove any nuisance and charge the cost thereof to SUBLESSEE, who, promptly upon demand, shall pay the cost thereof to SUBLESSOR or be deemed in default hereunder.
- H.) TRAFFIC REGULATION:** Nothing contained in this Sublease Agreement may be construed to limit or restrict the right of SUBLESSOR to regulate or modify the use of roads, streets, parkways, parks, driveways, parking areas, and other areas of vehicular or pedestrian traffic in the area of, and on, the subleased premises to the same extent as SUBLESSOR presently has or hereafter may have to regulate the use of such areas.
- I.) REPLACEMENT PROVISION REGARDING INSURANCE:** Paragraph 11 of this Sublease Agreement is hereby deleted in its entirety and replaced with the following: During the term of this Sublease Agreement, SUBLESSEE shall procure and maintain fire and extended risk insurance coverage, in accordance with Chapter 284, Florida Statutes, for any buildings and improvements located on the subleased premises by preparing and delivering to the Division of Risk Management, State of Florida Department of Financial Services, a completed Florida Fire Insurance Trust Fund Coverage Request Form and a copy of this Sublease Agreement immediately upon erection of any structures as allowed under this Sublease Agreement. A copy of said form and immediate notification in writing of any erection or removal of improvements on the subleased premises and any changes affecting the value of the improvements must be submitted to SUBLESSOR and the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000.
- J.) REPLACEMENT PROVISION REGARDING LIABILITY:** Paragraph 12 of this Sublease Agreement is hereby deleted in its entirety and replaced with the following: SUBLESSEE shall assist in the investigation of injury or damage claims either for or against SUBLESSOR or the State of Florida pertaining to SUBLESSEE'S responsibility under this Sublease Agreement or arising out of SUBLESSEE'S activities on or about the subleased premises. SUBLESSEE is responsible for all personal injury and property damage attributable to the negligent acts or omissions of SUBLESSEE, and its officers, employees, and agents.

Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims. In the event SUBLESSEE subcontracts any part or all of the work performed in the subleased premises, the SUBLESSEE shall require each and every subcontractor to identify the SUBLESSOR and TRUSTEES as an additional insured on all insurance policies required by the SUBLESSEE. Any contract awarded by SUBLESSEE for work in the subleased premises shall include a provision whereby the SUBLESSEE'S subcontractor agrees to indemnify, pay on behalf, and hold the SUBLESSOR and TRUSTEES harmless for all injuries and damages arising in connection with the SUBLESSEE'S subcontract.

- K.) ADDITIONAL PROVISION REGARDING UTILITY FEES:** SUBLESSEE will secure all gas, electricity, water, and sewer utilities through GRU and will therefore be exempt from SUBLESSOR'S RCM Tax.
- L.) ADDITIONAL PROVISION REGARDING ARCHAEOLOGICAL AND HISTORIC SITES:** The subleased premises are subject to SUBLESSOR'S Programmatic Memorandum of Agreement (the "MOA") with the Florida Department of State's Division of Historical Resources, as the same may be amended or updated from time to time. For so long as the subleased premises remain subject to the MOA, that document shall fulfill the requirements of paragraph 36 herein; in the event the subleased premises are in the future not subject to the MOA, the requirements of paragraph 36 shall apply. Notwithstanding the foregoing, in the event SUBLESSEE discovers any archaeological or historical artifacts or sites on the subleased premises at any time, it shall refrain from collecting or disturbing such artifacts and/or sites and shall promptly notify the SUBLESSOR and the Division of Historical Resources of such discovery.
- M.) ADDITIONAL PROVISION REGARDING BREACH OF COVENANTS, TERMS, OR CONDITIONS:** Should SUBLESSOR breach any of the covenants, terms, or conditions of this Sublease Agreement, SUBLESSEE shall give written notice to SUBLESSOR to remedy such breach within sixty days of such notice. If SUBLESSOR does not so remedy the breach and a court of competent jurisdiction issues a final non-appealable judgment stating that SUBLESSOR materially breached this Sublease Agreement, then SUBLESSEE shall have the right to terminate the Sublease Agreement by written notice to SUBLESSOR and recover from SUBLESSOR the unamortized portion of the rent and SUBLESSEE'S cost to design, permit and construct the animal resources facility on the subleased premises, with such amount being depreciated on a straight line basis over the initial term of this Sublease Agreement.
- N.) ADDITIONAL PROVISION REGARDING SURRENDER OF PREMISES:** Notwithstanding paragraph 25 of this Sublease Agreement, upon expiration or earlier termination of the Sublease, SUBLESSEE, at its sole cost and expense, must demolish and remove all then-existing improvements on the subleased premises and dispose of all debris arising therefrom in compliance with applicable law.
- O.) EXTENSION OPTION:** SUBLESSOR hereby grants to SUBLESSEE the following options to extend the term of this Sublease Agreement:
- i. SUBLESSEE will have the right to extend the term of this Sublease Agreement through January 31, 2073 for consideration of (10) ten dollars, by written notice to SUBLESSOR given 12 months to 24 months prior to expiration of the initial term of this Sublease Agreement.
 - ii. If the term of the TRUSTEES' Lease No. 2734 is extended beyond January 31, 2073, then SUBLESSEE will have the right to extend the term of the Sublease through the earlier of: (a) January 31, 2086; or (b) the new date on which the term of TRUSTEES' Lease No. 2734 will expire, for consideration of (10) ten dollars. To exercise the foregoing extension option, SUBLESSEE must give SUBLESSOR written notice of exercise of its right to extend the term no earlier than 24 months and no later than 12 months prior to the expiration of the first extension of the term of this Sublease Agreement.

SUBLESSEE will not be entitled to exercise either of the foregoing options if, at the time of SUBLESSEE'S giving of an extension notice or at the commencement of the applicable extension to the term, SUBLESSEE is then in default under this Sublease Agreement. All the terms, covenants and conditions of this Sublease Agreement will continue in full force and effect during any extension of the term. If SUBLESSEE fails to timely exercise any extension option or is not entitled to exercise any extension option, the extension option and any remaining extension options will be void and of no further force or effect.