

- g. Lessee shall provide all repair and maintenance work of the Center in accordance with all applicable permits and codes at Lessee's sole cost and expense.
- h. Lessee shall provide for annual pest control and termite protection for the Center, at Lessee's sole cost and expense.
- i. Lessee shall provide to Lessor, not more than ninety (90) days after the end of Lessee's fiscal year, an annual financial audit of Lessee's operations at Lessee's sole cost and expense.
- j. Lessee shall permit the Center for use as a Disaster Recovery Center ("DRC"), as a Host Shelter for the American Red Cross, and as a Point of Distribution ("POD") when designated by the Sumter County Emergency Manager as such without further compensation or claims for loss of revenue for its operations except for proven damages, as determined by Lessor in its sole and absolute discretion, inflicted during its use under the conditions cited herein.
- k. Lessee shall permit the City of Webster's installation of an elevated water storage tank the Center in a location designated by Lessee with the following provisions: the installation is presented to and approved by Sumter County Board of County Commissioners; the installation will not utilize more than 1.5 acres; and a logo is placed and maintained in perpetuity by the City of Webster at its sole cost and expense on the north and south facing of said tank that represents the Sumter County Fairgrounds to the satisfaction of Lessee.
- l. Lessee shall not permit the sale or consumption of alcohol or beer on the property subject to the Lease without the express written consent of Lessor, said consent to be granted or withheld in Lessor's sole and absolute discretion.
- m. All terms and conditions of the Original Lease and the Modification #1 not amended or modified herein shall remain in full force and effect.
- n. No party shall act or have the authority to act as an agent for the other party for any purpose whatsoever. Nothing in the Lease shall be deemed to constitute or create a joint venture, partnership, joint arrangement or other formal business entity between the parties.
- o. The Lease, as modified, shall not be released, discharged or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.
- p. Nothing in this Lease shall be intended or construed or interpreted to give any person or entity other than the parties any legal or equitable right, remedy or claim under or in respect to the Lease. The Lease shall be construed and interpreted in accordance with and governed by the laws of the State of Florida, excluding any choice of law principle that may require the application of the law of another jurisdiction. Venue shall only be in Sumter County, Florida.
- q. Except as provided herein, no party may assign or transfer its rights or delegate its obligations under this Lease without the prior written consent of all parties.