



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 1

DATE: August 9, 2018

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: Paul Sladek, Manager *PS*
Real Estate Management Division

FROM: Alex Feinman, Leasing Program Manager *AF*
Real Estate Management Division

CONTACT PERSON: Paul Sladek, Manager

DIVISION: Real Estate Management
Phone: (407) 836-7090

ACTION REQUESTED: APPROVAL AND EXECUTION OF COMMERCIAL LEASE AGREEMENT BETWEEN MDH ORL/JAX PORTFOLIO, LLC AND ORANGE COUNTY AND DELEGATION OF AUTHORITY TO THE REAL ESTATE MANAGEMENT DIVISION TO EXERCISE RENEWAL OPTION, FURNISH NOTICES, AND EXECUTE TENANT ESTOPPEL CERTIFICATES, REQUIRED OR ALLOWED BY THE LEASE, AS NEEDED

PROJECT: Vineland Warehouse Storage
3600 Vineland Road, Orlando, Florida, 32811
Lease File #10001

District 6

PURPOSE: To replace warehouse storage space lost upon termination of the Space/Use Agreement with the Greater Orlando Aviation Authority approved by the Board of County Commissioners on July 31, 2012.

ITEM: Commercial Lease Agreement
Cost: Year 1 - \$6,300 monthly base rent
Year 2 - \$6,492 monthly base rent
Year 3 - \$6,684 monthly base rent
Year 4 - \$6,882 monthly base rent
Year 5 - \$7,086 monthly base rent
Size: 7,200 square feet
Term: 5 years
Option: One, 5-year renewal

BUDGET: Account No.: 0001-043-0201-3620

APPROVALS: Real Estate Management Division
Orange County Sheriff's Office
County Attorney's Office
Risk Management Division

REMARKS: Orange County ("County") entered into a Space/Use Agreement with the Greater Orlando Aviation Authority ("GOAA") on July 31, 2012 to provide warehouse storage space at the Orlando Executive Airport. Effective February 19, 2018, GOAA terminated the Space/Use Agreement with County. Since the initial termination notice in November 2017, County has searched for space to use to store the same equipment.

This action will provide the County with one (1), five (5) year term, with one (1) additional five (5) year renewal at County's option. Rent for the additional renewal term will be based on market rates.

AUG 21 2018

COMMERCIAL LEASE AGREEMENT

THIS LEASE (the "Lease") as of the date last executed below (the "Effective Date"), by and between MDH ORL/JAX PORTFOLIO, LLC a Delaware limited liability company (hereinafter called "Landlord") and ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the state of Florida (hereinafter called "Tenant").

WITNESSETH:

1. PREMISES. The Landlord, for and in consideration of the rents, covenants, agreements, and stipulations hereinafter mentioned, reserved, and contained, to be paid, kept and performed by the Tenant, has leased and rented, and by these presents does lease and rent, unto the Tenant, and the Tenant hereby agrees to lease and take upon the terms and conditions which hereinafter appear, the following described property (exclusive of any easement for light or air), hereinafter called "Premises", to wit:

Approximately 7,200 square feet of office and warehouse space located at 3600 Vineland Road, Suite 103, Orlando, Florida, and being a portion of the approximately 116,400 square foot building commonly known as 3600 Vineland Road, Orlando, Florida 32811, the "Building", as shown in Exhibit "A"

2. TERM AND ACCEPTANCE OF THE PREMISES.

A. The term of this Lease shall commence on the Commencement Date, as hereinafter defined, and shall end at midnight on the last day of the month that is sixty (60) months after the Commencement Date (the "Expiration Date"), unless sooner terminated as hereinafter provided. The "Commencement Date" shall mean the date which is the later of the following: (i) September 1, 2018 or (ii) the date on which Landlord has substantially completed all of the work to be completed by Landlord pursuant to Section 2.B below; provided, however, that if Tenant takes occupancy of the Premises prior to the Commencement Date, as defined above, then in such event the date of Tenant's occupancy shall be the Commencement Date, however, such occupancy shall not limit the scope or timeline of Landlord's Work (as defined below). If Landlord has not completed Landlord's Work for any reason other than a Force Majeure Event or a Tenant Delay (each as hereinafter defined) within ninety (90) days after the Effective Date (i.e. Board of County Commissioners approval), then, the Commencement Date shall not occur until such time as Landlord's Work is completed and Tenant shall be entitled to an abatement of Base Rent and Tenant's Proportionate Share of Operating Expenses in an amount equal to one (1) day of Base Rent and Tenant's Proportionate Share of Operating Expenses for each day Landlord's Work is not completed. If Landlord has not completed Landlord's Work for any reason other than a Force Majeure Event or a Tenant Delay within one hundred eighty (180) days after the Effective Date (the "Outside Possession Date"), then Tenant shall have the right to terminate this Lease any time after the Outside Possession Date but prior to Landlord's completion of the Landlord Work upon written notice to Landlord. **Such notice to terminate this Lease pursuant to this Section 2.A. due to Landlord's Work not being completed by the Outside Possession Date must be postmarked prior to Tenant's receipt of notice of completion of Landlord's Work.** For purposes of this Lease, "Tenant Delay" shall mean any Tenant requests for a change or addition to Landlord's Work or Tenant's Work (as hereinafter defined) that causes a delay to Landlord's Work or if Tenant's early access to complete the Tenant's Work materially interferes with Landlord's completion of the Landlord Work in the Premises. Solely for the purposes of this paragraph, any delay caused by delays from applicable governmental authority (which delay is not attributable to Landlord) shall also be considered a Force Majeure Event, alongside other Force Majeure Events as described in Section 35. After the Commencement Date, Tenant's Real Estate Management Division, acting through its Manager or such Manager's designee, shall be authorized to execute on behalf of Tenant, upon demand, execute a written statement confirming (i) Tenant's acceptance of the Premises, (ii) the Commencement Date of this Lease,

Commercial Lease Agreement
Orange County, Florida
3600 Vineland Road, Orlando, FL 32811
Project: Vineland Warehouse Storage. File #10001

and (iii) other matters as may be reasonably requested by Landlord, with such statement to be substantially in the form attached hereto as Exhibit "E". The expression "Lease Term" as hereinafter used shall mean and refer to the initial term of this Lease and any extensions thereof, as the context may permit or require. As used herein, the first "Lease Month" shall be defined as the first full calendar month during the Lease Term plus, if the Commencement Date occurs on a day other than the first day of a calendar month, any partial month between the Commencement Date and the end of the applicable month during which the Commencement Date occurs, and each successive "Lease Month" shall coincide with the next applicable successive calendar month.

B. After proper execution of this Lease by Landlord and Tenant, (i) Landlord shall furnish all labor and material as necessary to design and deliver the Premises as shown on the work letter attached hereto as Exhibit "B" hereof (the "Work Letter"), which identifies the work to be completed by Landlord with respect to the requirements of this Lease (the "Landlord's Work"), and (ii) Tenant may furnish all labor and material as necessary to complete the work described on Exhibit "G" hereof, which identifies the work to be completed by Tenant with respect to the requirements of this Lease (the "Tenant's Work"). Landlord's Work expressly excludes any modifications to the warehouse sprinkler system required by Tenant's use and occupancy of the Premises and/or Tenant's racking plan. If after the Effective Date, Tenant requests any change or addition to Landlord's Work or Tenant's Work, then Tenant shall be responsible for any delay in completion of Landlord's Work which results from Tenant's change or addition. Tenant shall also be solely responsible for all additional expenses applicable to the Landlord's Work which are attributable to any such change or addition requested by Tenant, including, but not limited to, costs Landlord incurs in the pursuit of such changes or additions even if Tenant subsequently elects not to proceed with such change or addition. Except for the foregoing, Tenant agrees to accept the Premises under the provisions of the Lease "WHERE IS, AS IS".

3. RENTAL. The Tenant agrees to pay to the Landlord promptly on the first day of each month in advance, during the Lease Term, a monthly rental ("Base Rent") of:

<u>Periods:</u>	<u>Base Rent Per S.F.</u>	<u>Periodic Base Rent</u>	<u>Monthly Base Rent</u>
Commencement Date - Lease Month 12	\$10.50	\$75,600.00	\$6,300.00
Lease Month 13- Lease Month 24	\$10.82	\$77,904.00	\$6,492.00
Lease Month 25- Lease Month 36	\$11.14	\$80,208.00	\$6,684.00
Lease Month 37- Lease Month 48	\$11.47	\$82,584.00	\$6,882.00
Lease Month 49- Lease Month 60	\$11.81	\$85,032.00	\$7,086.00

Tenant shall pay all rent and other sums of money as shall become due from and payable by Tenant to Landlord under this Lease at the times and in the manner provided in this Lease, without notice, demand, set-off or counterclaim. As used in this Lease, the term "Rent" shall mean the Base Rent and Additional Rent (as hereinafter defined). Tenant shall pay and be liable for all sales and use taxes, if any, imposed upon or measured by Rent.

The aforesaid payments of Rent are to be made to:

MDH ORL/JAX Portfolio, LLC
Attn: Department Number 900
PO Box 896515
Charlotte, NC 28289-6515

4. LATE PAYMENTS. If any installments of Rent under this Lease are not paid within five (5) days after the date such payment is due, Tenant shall pay to Landlord a late charge equal to five percent (5%) of the delinquent amount plus interest on the delinquent amount at the lesser rate of (i) fourteen percent (14%) per annum or (ii) the maximum interest rate allowed by law, from the date such delinquent amount is due until paid in full (the "Default Rate").

5. ADVANCE RENT. Notwithstanding Section 3 of this Lease, within thirty (30) days after the Effective Date, Tenant shall pay to Landlord the amount of Seven Thousand Seven Hundred Eighty-Eight and No/100ths Dollars (\$7,788.00), to be classified as Advance Rent. Landlord shall use these funds towards Tenant's first month's Base Rent and Operating Expenses (and if any funds remain, towards future successive months). In the event Tenant terminates this Lease pursuant to Section 2(A), Landlord shall reimburse all monies paid by Tenant in full within fifteen (15) days of such termination.

6. SECURITY DEPOSIT. [Intentionally omitted].

7. TAXES.

A. Tenant shall reimburse Landlord, as Additional Rent, for Tenant's Proportionate Share (hereinafter defined) of all taxes, assessments and governmental charges of any kind and nature whatsoever lawfully levied or assessed against the Premises and/or Building or any portion thereof (all of which real estate taxes, assessments, levies, charges and costs are hereafter collectively referred to as "Taxes") paid by Landlord with respect to any tax year falling within the Lease Term (prorated for any partial years). Taxes shall be included as part of the Operating Expenses charged to Tenant pursuant to Section 13 hereof during each year of the Lease Term, based upon Landlord's reasonable estimate of the amount of Taxes, and shall be subject to reconciliation and adjustment pursuant to Section 13 as defined below, once the actual amount of Taxes is known.

B. Tenant shall be liable for all taxes assessed against and levied upon the trade fixtures, furnishings, equipment and all other personal property of Tenant contained in the Premises.

C. Landlord shall have the sole, absolute and unrestricted right, but not the obligation, to contest the validity or amount of the Taxes by appropriate proceedings brought by Landlord or its tax consultant and the costs thereof shall be included in the Taxes, and Landlord shall have the sole, absolute and unrestricted right to settle any contest, proceeding or action upon whatever terms Landlord may, in its sole discretion, determine.

D. Landlord and Tenant acknowledge and agree that if a particular tenant of the Building (other than Tenant) is the beneficiary of a tax freeze, causing the Building to be subject to a Payment in Lieu of Taxes ("PILOT") program, then for purposes of this Lease, real property taxes and assessments shall be calculated on the basis of the full current tax assessment without regard to any tax freeze or PILOT.

E. For purposes of this Lease, all capital levies or other taxes assessed or imposed on Landlord that are measured by or based, in whole or in part, upon either the value of the Building or the rents derived therefrom shall be deemed included in the definition of Taxes.

8. ADDITIONAL RENT. Any amounts that Tenant assumes or agrees to pay to Landlord under the provisions of this Lease, including, without limitation, any sums that may become due by reason of any Default of Tenant or failure on Tenant's part to comply with the agreements, terms, covenants and

conditions of this Lease to be performed by Tenant, and any charges or expenses incurred by Landlord on behalf of Tenant under the terms of this Lease shall be considered "Additional Rent" payable in the same manner and upon the same terms and conditions as the Base Rent reserved hereunder except as set forth herein to the contrary. Any failure on the part of Tenant to pay such Additional Rent when and, as the same shall become due shall entitle Landlord to the remedies available to it for non-payment of Base Rent. Except as expressly provided in Section 3, Tenant's obligations for payment of Additional Rent shall begin to accrue on the Commencement Date.

9. UTILITY BILLS. From and after the Commencement Date, Tenant shall pay for all water, sewer, gas, electricity, fuel, light, heat, power bills, sprinkler system service charges (if any), security system charges (if any) and other utilities serving the Premises, or used by Tenant in connection therewith. If Tenant does not pay the same directly to the applicable utility company, Landlord may pay the same and such payment, together with a reasonable administrative charge not to exceed 5% by Landlord, shall be added to the Rent for the Premises. If any of such utility services are not separately metered to the Premises, Tenant shall pay to Landlord, as Additional Rent, a reasonable proportion of the total cost of all charges jointly metered with other premises, plus a reasonable administrative charge not to exceed 5% by Landlord, all as reasonably determined by Landlord based on Tenant's actual usage and consumption of such service. Alternatively, at Landlord's option, the same may be included as part of the Operating Expenses charged to Tenant pursuant to Section 13 hereof. With respect to charges for water, sewer and other utilities for multi-tenant buildings which are not separately metered, Landlord's reasonable determination will take into account whether Tenant or the other tenants of the Building consume water or other utilities for manufacturing or other uses, other than water or other utilities consumed for general office uses.

10. USE OF THE PREMISES. The Premises shall be used for office, warehouse, storage and production and distribution purposes and no other purposes, without the express written consent of Landlord, which consent may be withheld in Landlord's sole discretion. The Premises shall not be used for any illegal purposes; nor in any manner that violates any restrictions of public record with respect to the Premises or which create any nuisance or trespass; nor in any manner to vitiate the insurance or increase the rate of insurance on the Premises. Without Landlord's prior written consent, which consent may be withheld in Landlord's sole discretion, Tenant shall not receive, store or otherwise handle any product, material or merchandise which is explosive or highly flammable, unless as otherwise permitted pursuant to the standard operation of Tenant, provided any such material or merchandise shall be handled in accordance with applicable laws. Outside storage is prohibited without Landlord's prior written consent. Tenant agrees not to abandon or vacate the Premises during the period of this Lease, and agrees to use said Premises for the purpose herein leased until the expiration hereof. Tenant shall have access to the Premises twenty-four (24) hours a day, seven (7) days a week.

11. REPAIRS BY LANDLORD. This Lease is intended to be a "triple net" lease; accordingly, Landlord's maintenance and repair obligations to be performed at Landlord's sole cost and expense are limited to the replacement of the Building's roof structure and maintenance of the foundation piers and structural members of the exterior walls, reasonable wear and tear and uninsured losses and damages caused by Tenant, its agents, employees or invitees excluded. The term "walls" as used in this Section 11 shall not include windows, glass or plate glass, doors or overhead doors, door framing, special store fronts, dock bumpers, dock plates or levelers, or office entries, all of which shall be maintained by Tenant. Tenant shall promptly give Landlord written notice of any repair required by Landlord pursuant to this Section 11, after which Landlord shall have a reasonable opportunity to repair such item. Landlord shall also maintain in good repair and condition the roof, parking areas and other common areas of the Building, including, but not limited to driveways, alleys, landscape and grounds surrounding the Premises, the cost of such maintenance, repair and replacement to be paid in accordance with Section 13.

12. REPAIRS BY TENANT. Tenant shall, throughout the Lease Term, at its expense, maintain in good order and repair the Premises, including the heating and air conditioning equipment (including but not limited to replacement of parts, compressors, air handling units and heating units) and other improvements located thereon, except those repairs expressly required to be made by Landlord. Tenant, at its sole cost and expense, shall provide all regular maintenance and service for the HVAC systems and warehouse unit heaters exclusively servicing Tenant's Premises, including, but not limited to, engaging a qualified HVAC contractor under a service contract for such items as regular replacement of filters at intervals not less than quarterly (once every three months), and to make thorough annual inspections of and to professionally service the system including, but not limited to, coolant recharging, replacement of belts or electrical components, lubrication and routine preventive maintenance, and other miscellaneous items. Tenant shall be responsible for maintaining sprinkler valves, fire extinguishers and alarm systems if any, as located within the Premises and Tenant shall maintain written records, if any, that may be required by Landlord's insurer covering testing of sprinkler valves, fire extinguishers and alarm systems located within the Premises, which testing shall be done semi-annually. Tenant shall consistently maintain heat within the Premises as necessary to avoid damage to the sprinkler system by freezing. In the event Tenant fails to make any repairs required of it hereunder, then Landlord may, but shall not be obligated to, make such repairs, in which event, Tenant shall promptly reimburse Landlord for all expenses incurred thereby plus interest at the Default Rate. Tenant shall have the option to provide for pest and termite control within the Premises; provided, however, Tenant shall take all necessary steps to ensure the Premises and property do not become infested or affected by pests or insects and if the Premises does, then Landlord shall have the right to remedy any such situation at the cost of Tenant. Tenant agrees to return the Premises to Landlord at the expiration, or prior termination, of this Lease in as good condition and repair as when first received, normal wear and tear, damage by storm, fire, lightning, earthquake or other insured casualty alone excepted. Aside from the aforesaid repairs, Tenant shall not make any alterations, additions or improvements ("Alterations") to the Premises without the prior written consent of Landlord, which will not be unreasonably withheld, conditioned or delayed. All Alterations approved by Landlord shall be installed by Tenant at Tenant's sole cost and in compliance with all laws, orders, and regulations of any applicable governing body, and Tenant shall furnish to Landlord within ten (10) days from completion a complete set of as-built plans showing all such Alterations. Upon Landlord's request, Tenant will furnish Landlord plans and specifications for any proposed Alterations and shall reimburse Landlord for its reasonable cost to review such plans. Any approval by Landlord of, or consent by Landlord to, any plans, specifications or other items to be submitted to and/or reviewed by Landlord pursuant to this Lease shall be deemed to be strictly limited to an acknowledgment of approval or consent by Landlord thereto, and such approval or consent shall not constitute the assumption by Landlord of any responsibility for the accuracy, sufficiency or feasibility of any plans, specifications or other such items and shall not imply any acknowledgment, representation or warranty by Landlord that the design is safe, feasible, structurally sound or will comply with any legal or governmental requirements, with Tenant being responsible for all of the same. Any Alterations shall at once become the property of Landlord; provided, however, Landlord, at its option, may require Tenant to remove any alterations, additions or improvements (and/or any cabling installed by or on behalf of Tenant) in order to restore the Premises to the condition required above. All costs of any such Alterations shall be borne by Tenant.

Notwithstanding the foregoing, Tenant, at Tenant's sole cost and expense, shall be permitted to make, from time to time, interior improvements or additions without Landlord's prior written consent so long as in each instance: (i) such alterations, improvements and/or additions do not affect any of the building systems (including mechanical, electrical, and plumbing systems) or life safety systems or the structural elements of the Building, (ii) such alterations, improvements and/or additions do not cost in excess of \$25,000.00 for any one alteration or related series of alterations, improvements and/or additions within each Lease Year, (iii) such alterations, improvements and/or additions do not require a building or construction

permit, (iv) such alteration is not visible from outside the Premises, (v) Tenant provides to Landlord written notice of such work, as well as a schedule for completion of such work, at least five (5) business days prior to commencement thereof, (vi) Tenant provides to Landlord as-built drawings or plans and specifications reflecting such alterations, improvements and/or additions if same are prepared in connection with such alterations, improvements or additions within ten (10) business days after completion of such work, (vii) *intentionally deleted*, (viii) such work must be performed in accordance with the rules and regulations, and if such alterations or improvements create odors and/or loud noise or vibrations, after the Building operating hours, and (ix) such work shall not interfere in any way or for any reason with work being performed or to be performed by Landlord or at its direction elsewhere in the Building or otherwise require or cause Landlord to incur any cost in connection therewith or as a result thereof.

13. OPERATING EXPENSES.

A. During each month of the Lease Term, on the same date that Base Rent is due, Tenant shall pay Landlord an amount equal to 1/12 of the annual cost, as estimated by Landlord from time-to-time, of Tenant's Proportionate Share (hereinafter defined) of Operating Expenses for the Building. Payments thereof for any fractional calendar month shall be prorated.

B. The term "Operating Expenses" means all costs and expenses incurred by Landlord with respect to the ownership, maintenance, and operation of the Building (excluding only those matters set forth in Section 11 which are the sole responsibility of Landlord) including, but not limited to costs of: common area utilities; maintenance, repair and replacement of all portions of the Building, including without limitation, paving and parking areas, roads, roofs, roof membrane, gutters, downspouts, alleys, and driveways; landscaping services, pruning of shrubbery and trees, snow/ice removal, pest control, exterior painting and caulking, the cost of maintaining utility lines, exterior lighting and mechanical and building systems serving the Building, amounts paid to contractors and subcontractors for work or services performed in connection with any of the foregoing, charges or assessments of any association or any restrictive covenants or easements to which the Building is subject, fees payable to tax consultants and attorneys for consultation and contesting taxes, environmental insurance or environmental management fees; the cost of any insurance deductibles for insurance required to be maintained by Landlord hereunder; property management fees payable to a property manager, including any affiliate of Landlord, or if there is no property manager, an administration fee of fifteen percent (15%) of Operating Expenses payable to Landlord; security services, if any; trash collection, sweeping and removal, and additions or alterations made by Landlord to the Building in order to comply with Legal Requirements (other than those expressly required herein to be made by Tenant) or that are appropriate to the continued operation of the Building as a warehouse/industrial or service center facility in the market area, provided that the cost of such additions or alterations that are required to be capitalized for federal income tax purposes shall be amortized on a straight line basis over a period equal to the lesser of the useful life thereof for federal income tax purposes or ten (10) years and included in Operating Expenses only to the extent of the amortized amount for the respective calendar year. In addition, Operating Expenses shall include (i) Taxes (as defined in Section 7 above) for each calendar year during the Lease Term, and (ii) the cost of insurance maintained by Landlord for the Building for each calendar year during the Lease Term.

C. Notwithstanding the foregoing, Operating Expenses do not include: (i) costs, expenses, depreciation or amortization for capital repairs and capital replacements required to be made by Landlord under Section 11 of this Lease; (ii) debt service under mortgages or ground rent under ground leases; (iii) costs of restoration to the extent of net insurance proceeds received by Landlord with respect thereto; (iv) leasing commissions or the costs of renovating space for tenants; or (v) any costs or legal fees incurred in connection with any particular tenant.

D. With respect to Operating Expenses which Landlord allocates to the Building, Tenant's "Proportionate Share" shall be 6.19% as reasonably adjusted by Landlord in the future for changes in the physical size of the Premises or the Building. Landlord may equitably increase Tenant's Proportionate Share for any item of expense or cost reimbursable by Tenant that relates to a repair, replacement, or service that benefits only the Premises or only a portion of the Building that includes the Premises or that varies with occupancy or use.

E. Upon the Commencement Date, the initial monthly cost of Tenant's Proportionate Share of Operating Expenses for the Building, as estimated by Landlord, is One Thousand Four Hundred Eighty-Eight and No/100ths Dollars (\$1,488.00) per month, which is the sum of the following component amounts:

- (i) \$588.00 per month (\$0.98 per SF per year) for Taxes;
- (ii) \$96.00 per month (\$0.16 per SF per year) for insurance; and
- (iii) \$804.00 per month (\$1.34 per SF per year) for all other items.

F. Landlord shall, within one hundred twenty (120) after the end of each Lease Year, provide Tenant with a statement (the "Statement") of the actual Operating Expenses for such Lease Year together with such additional information and/or documentation as may be reasonably necessary, or reasonably requested, by Tenant, to verify the statement of Operating Expenses and the Landlord's calculation of Tenant's Proportionate Share for such Lease Year. If Tenant's total payments of Operating Expenses for any year are less than Tenant's Proportionate Share of actual Operating Expenses for such year, then Tenant shall pay the difference to Landlord within thirty (30) days after demand, and if more, then Landlord shall retain such excess and credit it against Tenant's next payments of Operating Expenses. For purposes of calculating Tenant's Proportionate Share of Operating Expenses, a year shall mean a calendar year except the first year, which shall begin on the Commencement Date, and the last year, which shall end on the expiration of this Lease.

G. Notwithstanding anything in the Lease to the contrary, so long as Tenant is not in default under any of the terms of this Lease, in computing the amount of Tenant's Proportionate Share of Operating Expenses for 2019 and each subsequent calendar year during the term of the Lease, the amount of Controllable Operating Expenses shall not exceed the amount of Controllable Operating Expenses for 2018, increased at the rate of seven percent (7%) per annum computed on a compounding and cumulative basis. "Controllable Operating Expenses" shall mean those Operating Expenses that, in Landlord's reasonable discretion and judgment, are subject to increases which are within the Landlord's control. Controllable Operating Expenses shall not include, among other things, any Operating Expenses relating to (i) insurance premiums, including without limitation, commercial general liability insurance, with respect to the Building; (ii) electricity, fuel, water, gas, heating, and air conditioning and other utility charges; (iii) collectively bargained union wages; (iv) increases in the applicable minimum wage; (v) trash removal costs; (vi) security costs; (vii) snow and/or ice removal costs; (viii) the cost, including interest at then market rates, of any capital improvement made to the Building by Landlord after the date of this Lease which is required under any governmental law or regulation; (ix) real estate taxes; and (x) sales and excise taxes.

14. INSURANCE.

A. Tenant shall obtain and maintain in full force during the Lease Term a program of self-insurance or commercial insurance policies providing the following insurance coverage with respect to the Premises:

(1) Commercial General Liability Insurance: Without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, Tenant shall maintain commercial general liability ("CGL") insurance a limit of not less than One Million Dollars (\$1,000,000.00) each occurrence, subject to a general aggregate of not less than Two Million Dollars (\$2,000,000.00); and

(2) Property Insurance: Tenant shall further maintain property damage insurance ("Property Policies") upon the Premises, as well as on Tenant's equipment, fixtures, and personal property ("Tenant's Property") against loss or damage by fire or other casualty insured under Tenant's self-insurance program and a standard "extended risk" insurance policy, in the amount of at least One Hundred Percent (100%) of full insurable value. The proceeds from any Property Policies shall be disbursed in the following order: (i) the replacement and repair of the Premises; and (ii) the replacement of Tenant's equipment, fixtures and personal property;

(3) Workers' Compensation: Tenant shall maintain worker's compensation insurance as required by laws of the State where the Premises are located or of the United States; and

(4) Automobile Liability Insurance: Tenant shall purchase and maintain commercially reasonable coverage for owned, hired and non-owned automobiles.

B. Tenant shall be solely responsible for payment of premiums for all policies of insurance provided for in Section 14A, and Landlord or its designee shall not be required to pay any premium for such insurance. Tenant shall deliver to Landlord at least fifteen (15) days prior to the time such insurance is first required to be carried by Tenant, and thereafter at least fifteen (15) days prior to the expiration of such policy, either a duplicate original or certificate of insurance on all policies procured by Tenant in compliance with its obligations hereunder. If Tenant fails to obtain and provide any or all of the aforesaid insurance, then Landlord may, but shall not be required to, purchase such insurance on behalf of Tenant and add the cost of such insurance as additional rent payable with the next due installment of Base Rent.

Notwithstanding anything in this Lease to the contrary, Tenant has not and will not waive its right to sovereign immunity as provided in Section 768.28, Florida Statutes.

C. During the Lease Term, Landlord shall provide and keep in force the following insurance (which may be maintained through one or more blanket policies):

(1) commercial general liability insurance relating to Landlord's ownership of the Building and Building's common areas, for personal and bodily injury and death, and damage to others' property; and

(2) all-risk or fire insurance (including standard extended coverage) relating to the Building and Building's common areas (but excluding Tenant's fixtures, furnishings and all personal property of Tenant) in an amount required by the holders of any Security Deeds, or otherwise reasonably determined by Landlord.

(3) All costs for the insurance as described in this Section 14.C shall be included as part of the Operating Expenses charged to Tenant pursuant to Section 13 as defined above.

15. WAIVER OF SUBROGATION. Landlord shall waive all rights of recovery and all causes of action against Tenant for any loss occurring to the Premises resulting from any of the perils insured against under such policy or policies of insurance carried by Landlord regardless of cause, including the negligence of Tenant, but only to the extent of any recovery received by Landlord under such policy or policies of insurance (or alternatively, to the extent of any recovery that could have been received under the insurance required by Section 14.C above, if such insurance is not being carried in breach of such obligations), and Landlord will cause these policies of insurance to include an endorsement to that effect. Conversely, Tenant shall waive all rights of recovery and all causes of action against Landlord regardless of cause, including the negligence of Landlord, to the extent of any recovery received by Tenant under such policy or policies of insurance carried by Tenant (or alternatively, to the extent of any recovery that could have been received under the insurance required by Section 14.A above, if such insurance is not being carried in breach of such obligations), and Tenant will cause these policies of insurance to include an endorsement to that effect.

16. DESTRUCTION OF, OR DAMAGE TO PREMISES.

A. If the Premises are totally destroyed by storm, fire, lightning, earthquake or other casualty, this Lease shall terminate as of the date of such destruction and Rent shall be accounted for as between Landlord and Tenant as of that date. If the Premises are damaged but not wholly destroyed by any such casualty, Rent shall abate in such proportion as use of the Premises has been limited and Landlord shall restore the Premises within one hundred twenty (120) days following any such casualty to substantially the same condition as existed before the damage, whereupon full Rent shall recommence; provided, however, that if (i) the Premises are more than 50% damaged or destroyed, in Landlord's reasonable judgment, or (ii) the Premises are damaged or destroyed during the last twelve (12) months of the Lease Term, or (iii) the holder of a Security Deed (as defined in Section 27 below) does not make available insurance proceeds for rebuilding or repair, then and in any of such events, Landlord may at its option terminate this Lease by delivering notice in writing to Tenant within sixty (60) days after the day of such occurrence. Notwithstanding the foregoing, if the casualty is caused by the negligence or willful misconduct of Tenant or of Tenant's subtenants, licensees, or contractors or their respective agents or employees, there shall be no abatement of Rent.

B. Landlord shall not be required to repair any injury or damage or to make any repairs or replacements of any improvements installed in the Premises by or for Tenant. Tenant shall, at Tenant's sole cost and expense, repair, replace and restore all of Tenant's personalty, trade fixtures, equipment and fixtures, and all alterations, additions and/or improvements other than the repairs required of Landlord under this Lease.

17. INDEMNITY.

A. Each party agrees to defend, indemnify, and hold harmless the other party, its officials, officers, agents, affiliates, and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including reasonable attorney's fees) attributable to (i) the negligent and/or intentional acts or omissions of the indemnifying party, its agents and/or contractors, and/or (ii) those of its officials and/or employees acting (A) within the scope of their employment and/or (B) during the course of employment to further a purpose or interest of the indemnifying party, and/or to the extent arising out of or resulting from the indemnifying party's negligent performance under this Lease. Further, Tenant agrees to

defend, indemnify and hold harmless Landlords, its officials, officers, agents, affiliates, and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including reasonable attorney's fees) attributable to the negligent and/or intentional acts or omissions of Tenant's invitees within the Premises.

B. The foregoing indemnity shall not relieve any insurance carrier of its obligations under any policies required to be carried by either party pursuant to this Lease, to the extent that such policies cover the peril or occurrence that results in the claim that is subject to the foregoing indemnity.

C. Notwithstanding anything in this Lease to the contrary, Tenant has not and will not waive its right to sovereign immunity as provided in Section 768.28, Florida Statutes.

18. GOVERNMENTAL ORDERS. Tenant agrees, at its own expense, to promptly comply with all requirements of any legally constituted public authority made necessary by reason of Tenant's use and occupancy of said Premises. Landlord agrees to promptly comply with any such requirements if not made necessary by reason of Tenant's use and occupancy with all costs of such compliance to be included in Operating Expenses.

19. CONDEMNATION. If all or any part of the Premises or Building shall be taken as a result of the exercise of the power of eminent domain or agreement in lieu thereof, this Lease shall terminate as to the part so taken as of the date of taking. In the case of a partial taking, either Landlord or Tenant shall have the right to terminate this Lease as to the balance of the Premises by giving written notice to the other within thirty (30) days after such date; provided, however, that a condition to the exercise by Tenant of such right to terminate shall be that the portion of the Premises taken shall be of such an extent and nature as to substantially handicap, impede or impair Tenant's use of the balance of the Premises. In the event of any taking, Landlord shall be entitled to any and all compensation, damages, income, rent, awards or interest therein whatsoever which may be paid or made in connection therewith. Tenant shall have no claim against Landlord or the condemning authority for the value of any unexpired Lease Term or otherwise. Tenant shall have the right to claim from the condemning authority and prove Tenant's right to an award for the unamortized cost of trade fixtures, alterations, additions and improvements paid for by Tenant, and for its moving expenses. In the event of a partial taking of the Premises, which does not result in a termination of this Lease, the Rent thereafter to be paid shall be ratably reduced based on the amount of square footage of the Premises so taken.

20. ASSIGNMENT AND SUBLETTING.

A. Tenant may not, without the prior written consent of Landlord, assign this Lease or any interest hereunder, or sublease the Premises or any part thereof, or permit the use of the Premises by any party other than Tenant; provided, however, Tenant shall have the right to assign this Lease to any other federal, state, county, city, or local governmental entity, agency, or authority. Landlord agrees that its consent to any request of assignment or subletting shall not be unreasonably withheld, conditioned or delayed; provided, however, that in lieu of Landlord's providing such consent, Landlord may elect to terminate this Lease by written notice to Tenant, in the case of an assignment or a subletting of the entire Premises, or in the case of a proposed subletting of a portion of the Premises, Landlord may elect, by written notice to Tenant, to forever remove and delete from the Premises leased to Tenant only that portion of the Premises which is the subject of a requested sublease. In no event shall Tenant have the right nor shall it be permitted to assign this Lease to another party for profit; it being understood by the parties hereto that if the Lease is assigned or if the Premises are subleased to others, then any increase in rent payable in connection with such assignment or sublease over the Rent being paid by Tenant under this Lease or any

extension or renewal hereof shall be payable to Landlord. Consent to one or more assignments or subleases shall not destroy or waive this provision. Subtenants and assignees shall become directly liable to Landlord for all obligations of Tenant hereunder without relieving Tenant's liability under this Lease which shall continue notwithstanding such assignment or subletting. Tenant shall promptly reimburse Landlord for Landlord's costs and expenses, including, without limitation, reasonable attorneys' fees, in reviewing, approving or documenting any proposed assignment or subletting. Any attempted assignment or subletting made in violation of this Section 20 shall be void and of no force or effect, and shall constitute an Event of Default under this Lease.

B. Notwithstanding any other provision hereof, it shall be considered reasonable for Landlord to withhold its consent to any assignment of this Lease or sublease of any portion of the Premises if at the time of either Tenant's notice of the proposed assignment or sublease or the proposed commencement date thereof, there shall exist any uncured default of Tenant or matter which will become a default of Tenant with passage of time unless cured, or if the proposed assignee or sublessee is an entity: (a) with which Landlord is already in negotiation; (b) is already an occupant of the Building; (c) is a governmental agency; (d) is incompatible with the character of occupancy of the Building; (e) would subject the Premises to a use which would: (i) involve increased personnel or wear upon the Building; (ii) violate any exclusive right granted to another tenant of the Building; (iii) require any addition to or modification of the Premises or the Building in order to comply with building code or other governmental requirements; or (iv) involve a violation of Section 10; or (f) with which the payment for the sublease or assignment is determined in whole or in part based upon its net income or profits. Tenant expressly agrees that for the purposes of any statutory or other requirement of reasonableness on the part of Landlord, Landlord's refusal to consent to any assignment or sublease for any of the reasons described in this Section 20B, shall be conclusively deemed to be reasonable.

21. TENANT'S DEFAULT; LANDLORD'S REMEDIES.

A. Each of the following events shall constitute a "Default" or "Event of Default":

(1) If Tenant shall fail to pay when due, any installment of Base Rent, Additional Rent or any other amount or charge required to be paid by Tenant hereunder (all of which obligations of Tenant shall bear interest at the lesser rate of (i) the Default Rate or (ii) the maximum interest rate allowed by law from the date due until paid in full), and such failure of payment shall continue for more than seven (7) days subsequent to the date of receipt by Tenant of written notice of non-payment from Landlord, provided that Landlord shall not be obligated to provide such notice and opportunity to cure more than two (2) times in any calendar year, after which no further notice with respect to any such default shall be required for the remainder of the calendar year succeeding such second (2nd) notice in order for an Event of Default to have occurred under this Lease; provided, further, that Landlord shall not be obligated to provide such notice and opportunity to cure more than five (5) times in the aggregate in the entire Lease Term, after which no further notice with respect to any such default shall be required for the remainder of the Lease Term (as may be extended) after the fifth (5th) such notice in order for an Event of Default to have occurred under this Lease;

(2) If Tenant shall default in performing any of the covenants, terms or provisions of this Lease (other than the payment, when due, of any of Tenant's monetary obligations set forth in subsection (1) above) or any of the rules and regulations now or hereafter reasonably established and uniformly enforced by Landlord to govern the operation of the Building and Tenant fails to cure such Default within thirty (30) days after written notice thereof from Landlord;

(3) If there shall occur any event as is elsewhere in this Lease described as an Event of Default by Tenant under this Lease and Tenant has not cured such Event of Default within fifteen (15) days after written notice thereof by Landlord to Tenant;

(4) [Intentionally omitted];

(5) [Intentionally omitted]; or

(6) Tenant shall do or permit to be done any act which results in a lien being filed against the Premises or Building, which lien is not removed or bonded over in accordance with state and local law within fifteen (15) days after written notice thereof by Landlord to Tenant or such shorter period as required by the holder of any Security Deed.

B. Upon the occurrence of an Event of Default as described in Section 21A, Landlord shall have the option to do and perform any one or more of the following in addition to, and not in limitation of, any other remedy or right permitted it by law or in equity or by this Lease, without any notice or demand whatsoever:

(1) Commence dispossessory proceedings with or without the termination of this Lease. In the absence of Landlord's electing to terminate the Lease, Tenant shall remain liable for the payment of all Rents accruing after any writ of possession as to the Premises is issued to Landlord.

(2) Commence proceedings against Tenant for all amounts owed by Tenant to Landlord, whether as Base Rent, Additional Rent, damages or otherwise.

(3) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord. Landlord may declare to be due and payable immediately the amount of all loss and damage which Landlord may suffer by reason of the termination of the term under this Section 21 or otherwise which loss and damage shall include, without limitation, an amount which, at the date of the termination, represents the present value, as computed using an five percent (5%) per annum discount rate, of the excess, if any, of (i) the Base Rent, Additional Rent and all other amounts which would have otherwise been payable hereunder during the remainder of the Lease Term over (ii) the aggregate reasonable net rental value of the Premises for the same period, after deducting all expenses expected to be incurred in re-letting the Premises. Upon the acceleration of such amounts, Tenant agrees to pay the same at once, in addition to all Base Rent, Additional Rent and all other amounts theretofore due; provided, however, that such payment shall not constitute a penalty or forfeiture, but shall constitute liquidated damages for Tenant's failure to comply with the terms and provisions of this Lease (Landlord and Tenant agreeing that Landlord's actual damages in such event are impossible to ascertain and that the amount set forth above is a reasonable estimate thereof).

(4) Terminate Tenant's right to possession only, without termination of the Lease, whereupon Landlord may, at Landlord's option, enter into the Premises after providing Tenant prior oral or written notification (which for purposes of only this Section 21 may be by emailed notification (Tenant to provide list of emails to Landlord of email addresses upon Lease signature, which may be adjusted and updated from time to time, to whom Landlord shall notify in the event of entry per this Section 21(B)(4))) of any such entry at least 48 hours in advance (unless written or oral approval is given in advance by Tenant permitting earlier entry), remove Tenant's signs and other evidences of tenancy, and take and hold possession thereof as provided below, without such entry and possession terminating the Lease or releasing Tenant, in whole or in part, from any obligation, including Tenant's obligation to pay Rent

hereunder for the full Lease Term. In any such case, Landlord may relet the Premises on behalf of Tenant for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Lease Term) and on such terms and conditions (which may include concessions of free rent and alteration, repair and improvement of the Premises) as Landlord, in its sole discretion, may determine and receive directly the Rent by reason of the reletting. Tenant agrees to pay Landlord on demand any deficiency that may arise by reason of any reletting of the Premises. Tenant further agrees to reimburse Landlord upon demand for any expenditures made by it for remodeling or repairing in order to relet the Premises and for all other expenses incurred in connection with such reletting (including without limitation attorney's fees and brokerage commissions). Landlord shall have no obligation to relet the Premises or any part thereof and shall in no event be liable for failure to relet the Premises or any part thereof, or, in the event of any such reletting, for refusal or failure to collect any Rent due upon such reletting. No such refusal or failure shall operate to relieve Tenant of any liability under this Lease. Tenant shall instead remain liable for all Rent and for all such expenses.

(5) Do or cause to be done whatever Tenant is obligated to do under the terms of this Lease, in which case Tenant agrees to reimburse Landlord on demand for any and all costs or expenses which Landlord may thereby incur with interest thereon at the Default Rate. Tenant agrees that Landlord shall not be liable for any damages resulting to Tenant from effecting compliance with Tenant's obligations under this Section 21, whether caused by the negligence of Landlord or otherwise.

(6) Enforce the performance of Tenant's obligations hereunder by injunction or other equitable relief (which remedy may be exercised upon any breach or Default or any threatened breach or Default of Tenant's obligations hereunder).

C. The rights and remedies given to Landlord in this Lease are distinct, separate, and cumulative, and no one of them, whether or not exercised by Landlord, shall be deemed to be in exclusion of any of the others herein or by law or in equity provided. No termination of this Lease, nor any taking or recovering of possession of the Premises shall deprive Landlord of any of its remedies or actions against Tenant, nor shall the bringing of any action against Tenant be construed as a waiver of right to bring any other action against Tenant.

22. REMOVAL OF FIXTURES. Tenant may (if not in Default hereunder), prior to the expiration of the Lease Term or any extension thereof, remove all fixtures and equipment which Tenant has placed in the Premises; provided, however, that Tenant shall not remove: (i) air conditioning, air ventilating and heating fixtures; (ii) lighting fixtures; (iii) dock levelers; (iv) carpeting; and (v) Landlord's Work. Upon removal of said fixtures and equipment, which Tenant is allowed to remove as set forth in the preceding sentence, Tenant shall repair all damage to the Premises caused by such removal.

23. RIGHT OF LANDLORD TO ENTER PREMISES. Without any abatement of Rent, Landlord and its agents, employees and independent contractors shall have the right to enter the Premises at such times as Landlord deems reasonably necessary or desirable for any one (1) or more of the following purposes: (i) to inspect and examine same, (ii) to make such repairs, additions, alterations, and improvements as Landlord desires to make to the Building and/or the Building's common areas or common facilities thereof, (iii) to exhibit said Premises to prospective purchasers or lenders, (iv) to exhibit said Premises to prospective tenants during the last twelve (12) months of the Lease Term or at any time that Tenant is in Default or (v) to access the roof of the Building through any existing roof access located within the Premises. Except in the event of an emergency, Landlord agrees to provide to Tenant prior oral or written notification (which for purposes of only this Section 23 may be by emailed notification (Tenant to provide list of emails to Landlord of email addresses upon Lease signature, which may be adjusted and

updated from time to time, to whom Landlord shall notify in the event of entry per this Section 23) of any such entry at least 48 hours in advance (unless written or oral approval is given in advance by Tenant permitting earlier entry), and to use reasonable efforts to minimize any interference with Tenant's normal business operations. In the event of emergency if Tenant is in Default hereunder, or if otherwise necessary to prevent injury to person or damage to property, such entry to the Premises may be made by force without any liability whatsoever on the part of Landlord for damage resulting from such forcible entry.

24. EXTERIOR SIGNS. Tenant shall place no signs upon the roof of the Premises. Further, Tenant shall place no signs, either permanent or temporary, upon the outside walls of the Premises or upon surrounding property without Landlord's written consent. Any and all signs placed on the Premises by Tenant shall be designed and maintained in accordance with the specifications and rules and regulations governing such signs. Tenant shall be responsible to Landlord for any damage caused by the installation, use or maintenance of said signs, and Tenant agrees upon removal of said signs to repair all damage incident to such removal. At the Landlord's discretion, Tenant shall remove said sign at its sole cost and expense upon termination of this Lease. Tenant shall be responsible for complying with any city or county sign permitting requirements.

25. CARDING FOR RENT OR SALE. Landlord may card the Building or Premises "For Sale" at any time during the Lease Term, and the Premises "For Rent" during the last twelve (12) months of the Lease Term or at any time that Tenant is in Default.

26. EFFECT OF TERMINATION OF LEASE. All obligations of Tenant hereunder not fully performed as of the expiration or termination of the Lease Term shall survive the expiration or earlier termination of the term hereof, including, without limitation, all payment obligations with respect to Rent, and Operating Expenses and all rights, obligations and indemnities in favor of Landlord.

27. SUBORDINATION AND ATTORNMENT; ESTOPPEL CERTIFICATES.

A. This Lease and all rights of Tenant hereunder are and shall be subject and subordinate to any mortgage, deed to secure debt, deed of trust, ground lease or other instrument in the nature thereof (herein called "Security Deed") which may now or hereafter affect Landlord's fee title to the Premises; provided, however, that if the holder of any Security Deed elects to have this Lease prior to the lien of such holder's Security Deed, and gives written notice thereof to Tenant, this Lease shall be deemed prior to such Security Deed. Tenant shall at any time hereafter on demand execute any instruments, releases or other documents which may be required by the holder of a Security Deed for the purpose of subjecting and subordinating this Lease to the lien of any such Security Deed. If the holder of any such Security Deed shall hereafter succeed to the rights of Landlord under this Lease, whether through possession or foreclosure action or delivery of a new lease, Tenant shall, at the request of such holder, attorn to and recognize such successor as Tenant's Landlord under this Lease. Tenant shall promptly execute and deliver any instrument that may be necessary to evidence such attornment.

B. Tenant shall upon request from Landlord at any time and from time to time execute, acknowledge and deliver to Landlord a written statement certifying as follows: (i) that this Lease is unmodified and in full force and effect (or if there has been modification thereof, that the same is in full force and effect as modified and stating the nature thereof); (ii) that to the best of its knowledge there are no uncured Defaults on the part of Landlord (or if any such Default exists, the specific nature and extent thereof); (iii) the date to which any Rent and other charges have been paid in advance, if any; and (iv) such other matters as Landlord may reasonably request. Tenant's Real Estate Management Division, acting

through its Manager or Manager's designee, is authorized to execute and deliver this statement on behalf of Tenant.

C. If Landlord notifies Tenant of the existence of any Security Deed with respect to the Premises, Tenant agrees that it will not exercise any right to terminate this Lease, to claim a partial or total eviction, or to reduce any Rent payments hereunder on account of any act or omission by Landlord or any other occurrence, unless the situation remain unremedied after Tenant has notified the holder of such Security Deed, in writing, of such act, omission or occurrence, and given the holder of such Security Deed a reasonable opportunity to remedy the situation.

28. NO ESTATE IN LAND. This Lease shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Landlord. Tenant has only a usufruct, not subject to levy and sale, and not assignable by Tenant except by Landlord's consent.

29. CONSTRUCTION OF THIS AGREEMENT. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant with its obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof. Time is of the essence of this Lease.

30. HOLDING OVER. If Tenant remains in possession of the Premises after expiration of the term hereof, without Landlord's acquiescence and without any express agreement of the parties, Tenant will be in default under this Lease and Tenant shall be a tenant at sufferance at a Rent rate equal to one hundred fifty percent (150%) of the Rent rate in effect at end of Lease; and there shall be no renewal of this Lease by operation of law.

31. ATTORNEYS' FEES. If any Rent owing under this Lease is collected by or through an attorney at law after an Event of Default, Tenant agrees to pay reasonable attorneys' fees, as well as all court costs, filing fees or other out of pocket charges incurred by Landlord in connection with such attempted collection.

32. ENVIRONMENTAL MATTERS. The term "Hazardous Substances" as used in this Lease shall mean pollutants, contaminants, mold, toxic or hazardous wastes, or any other substances, the removal of which is required or the use of which is restricted, prohibited or penalized by any "Environmental Law," which term shall mean any federal, state or local law or ordinance relating to pollution or protection of the environment. Tenant hereby agrees that (i) no activity will be conducted on the Premises that will produce any Hazardous Substance, except for such activities that are part of the ordinary course of Tenant's business activities that are consistent with Tenant's permitted uses under Section 10 of this Lease (the "Permitted Activities") provided said Permitted Activities are conducted in accordance with all Environmental Laws and have been expressly approved in advance in writing by Landlord; (ii) the Premises will not be used in any manner for the storage of any Hazardous Substances except for the storage of such materials that are used in the ordinary course of Tenant's business (the "Permitted Materials") and expressly approved in advance in writing by Landlord, provided such Permitted Materials are properly stored in a manner and location meeting all Environmental Laws and in quantities that do not exceed the amounts approved in writing by Landlord; (iii) no portion of the Premises will be used as a landfill or a dump; (iv) Tenant will not install any underground tanks of any type; (v) Tenant will not allow any surface or subsurface conditions to exist or come into existence that constitute, or with the passage of time may constitute, a public or private nuisance; (vi) Tenant will not permit any Hazardous Substances to be brought onto the Premises, except for the Permitted Materials described above, and if so brought or found located thereon, the same shall be

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immediately removed, with proper disposal, and all required cleanup procedures shall be diligently undertaken pursuant to all Environmental Laws. If, at any time during or after the Lease Term, the Premises is found to be so contaminated or subject to said conditions, without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, Tenant agrees to indemnify and hold Landlord harmless from all claims, demands, actions, liabilities, costs, expenses, damages and obligations of any nature arising from or as a result of the use of the Premises by Tenant. The foregoing indemnification shall survive the termination or expiration of this Lease.

33. **NOTICES.** Any and all notices, elections or demands permitted or required under this Lease shall be in writing (whether or not expressly so stated elsewhere herein), signed by the party or its attorney sending such notice, election or demand, and shall be sent by one or more of the following means: (i) personal delivery, (ii) nationally-recognized overnight courier, or (iii) United States Postal Service certified mail, postage prepaid, return receipt requested, to the other party at the address set forth below or to such other address as may be furnished in writing. All notices, elections or demands shall be effective upon actual delivery, if personally delivered or delivered by such nationally-recognized overnight courier, or, if mailed, then on the date of the United States Postal Service postmark. Rejection or failure to claim delivery of any such notice, election or demand, or any refusal to accept any such notice, election or demand, or the inability to deliver any such notice, election or demand because of changed address of which no notice was given, shall be deemed to be receipt of the notice, election or demand sent as of the date of the United States Postal Service postmark or the date of attempted personal delivery or overnight courier delivery, as the case may be. By giving at least five (5) days' written notice thereof, Landlord and Tenant shall have the right, from time to time and at any time during the Lease Term, to change their respective addresses and each shall have the right to specify as its address any other street address (specifically excluding post office boxes). The following are the initial notice addresses for each party:

Landlord's Notice Address: MDH ORL/JAX Portfolio, LLC
3715 Northside Parkway NW
Building 400, Suite 240
Atlanta, GA 30327
Attention: President

Tenant's Notice Address: Orange County Real Estate Management
400 E. South Street, 5th Floor
Orlando, FL 32801
Attention: Manager

with a copy to: Orange County Attorney's Office
201 S Rosalind Avenue
Orlando, FL 32802
Attention: County Attorney

with a copy to: Orange County Sheriff's Office
P.O. Box 1440
Orlando, FL 32804
Attention: Daniel Divine, Research and
Development

34. **EXCULPATION OF LANDLORD.** THE OBLIGATIONS CONTAINED IN THIS LEASE TO BE PERFORMED BY LANDLORD SHALL BE BINDING ON LANDLORD AND ITS

SUCCESSORS AND ASSIGNS, ONLY DURING THEIR RESPECTIVE PERIODS OF OWNERSHIP. TENANT FURTHER AGREES THAT LANDLORD'S OBLIGATIONS AND LIABILITY TO TENANT WITH RESPECT TO THIS LEASE SHALL BE LIMITED SOLELY TO LANDLORD'S EQUITY INTEREST IN THE PREMISES, AND TENANT SHALL LOOK SOLELY TO SUCH INTEREST FOR THE SATISFACTION OF ANY CLAIM, JUDGMENT OR DECREE REQUIRING THE PAYMENT OF MONEY BY LANDLORD BASED ON ANY DEFAULT UNDER THIS LEASE, AND NO OTHER PROPERTY OR ASSETS OF LANDLORD, ITS AFFILIATES, SUCCESSORS, PARTNERS, SHAREHOLDERS, SUBSIDIARIES, OR ASSIGNS, SHALL BE SUBJECT TO LEVY, EXECUTION OR OTHER ENFORCEMENT PROCEDURES FOR THE SATISFACTION OF ANY SUCH CLAIM, JUDGMENT, INJUNCTION OR DECREE.

35. FORCE MAJEURE. In the event of a strike, lockout, labor trouble, civil commotion, unusual weather events, act of God, materials shortage, transportation interruption, governmental directives or any other event beyond Landlord's control (a "Force Majeure Event") which results in the Landlord or Tenant being unable to timely perform its obligations hereunder, so long as Landlord or Tenant diligently proceeds to perform such obligations after the end of the Force Majeure Event, Landlord or Tenant shall not be in breach hereunder, this Lease shall not terminate, and no obligation of either party to this Lease shall be excused.

36. DEFINITIONS. The term "Landlord" and "Tenant" includes male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties. If this Lease shall be validly assigned or the Premises validly sublet, the term "Tenant" shall include such assignee or sublessee, as to the Premises covered by such assignment or sublease.

37. AGENCY DISCLOSURE. Tenant and Landlord each represents and warrants to the other that no real estate broker, agent, commission salesman, or other person other than Avison Young – Florida, LLC, which has represented Landlord, and CBRE, Inc., which has represented Tenant, in the negotiations for and procurement of this Lease and of the Premises, and that no commissions, fees or compensation of any kind are due and payable in connection herewith to any other real estate broker, agent, commission salesman or other person. Each party agrees to indemnify and hold the other hereunder harmless from and against any claim for any such commissions, fees or other form of compensation by any such third party claiming through the indemnifying party, including, without limitation, any and all claims, causes of action, damages, costs and expenses (including attorneys' fees), associated therewith.

38. SEVERABILITY AND INTERPRETATION. If any clause or provision of this Lease shall be deemed illegal, invalid or unenforceable under present or future laws effective during the Lease Term, then and in that event, the remainder of this Lease shall not be affected by such illegality, invalidity or unenforceability. Should any of the provisions of this Lease require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms of any such provision shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed most strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation of this Lease. The captions used in this Lease are for convenience only and shall be considered to be of no effect in the construction of any provision of this Lease. In the event that any time period under this Lease shall expire on a Saturday, Sunday or legal holiday, then the date of expiration of such period shall be extended to 5:00 p.m. E.S.T. on the next succeeding business day.

39. CHOICE OF LAW. This Lease shall be interpreted and enforced in accordance with the laws of the state or commonwealth in which the Premises is located.

40. EXECUTION AND PUBLIC RECORDS. This Lease may be executed in any number of counterparts, each of which shall be deemed an original and any of which shall be deemed to be complete in itself and may be introduced into evidence or used for any purpose without the production of the other counterparts. No modification or amendment of this Lease shall be binding upon the parties unless such modification or amendment is in writing and signed by Landlord and Tenant. Without the prior written consent of both parties, neither this Lease nor any memorandum hereof shall be recorded.

41. SUBMISSION OF LEASE. The submission of this Lease for examination does not constitute an offer to lease and this Lease shall be effective only upon execution hereof by Landlord and Tenant and upon execution of any required Lease guaranty attached hereto.

42. AUTHORITY. Tenant represents that it has the full right, power and authority to enter into this Lease.

43. ANTI-TERRORISM REPRESENTATION.

A. Tenant is not, and shall not, during the Lease Term, become, a person or entity with whom Landlord is restricted from doing business with under the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H. r. 3162, Public Law 107-56 (commonly known as the "USA Patriot Act") and Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001 and regulations promulgated pursuant thereto (collectively, "Anti-Terrorism Laws"), including without limitation persons and entities named on the Office of Foreign Asset Control Specially Designated Nationals and Blocked Persons List (collectively, "Prohibited Persons").

B. To the best of its knowledge, Tenant is not currently engaged in any transactions or dealings, or otherwise associated with, any Prohibited Persons in connection with the use or occupancy of the Premises or the Building. Tenant will not in the future during the Term engage in any transactions or dealings, or be otherwise associated with, any Prohibited Persons in connection with the use or occupancy of the Premises or the Building.

44. ENTIRE AGREEMENT. This Lease and the Exhibits attached hereto contain the entire agreement between the parties hereto and no representation or warranty or agreement, oral or otherwise, between the parties not embodied herein shall be of any force or effect. No modification, amendment or alterations of this Lease shall be effective unless same shall be in writing and signed by Landlord and Tenant. If any special stipulations are attached to this Lease, then insofar as such stipulations conflict with any of the foregoing provisions, the stipulations shall control.

45. FINANCIAL STATEMENTS. At Landlord's request from time to time Tenant shall furnish Landlord with true and complete copies of its most recent annual and quarterly audited financial statements prepared by Tenant or Tenant's accountants and any other financial information or summaries that Tenant typically provides to its lenders or shareholders. Such annual statements shall be audited by an independent certified public accountant at Tenant's sole cost and expense. Landlord shall hold such financial statements and information in confidence, and shall not disclose the same except: (i) to landlord's lenders or potential lenders, (ii) to potential purchasers of the Premises, (iii) otherwise as reasonably necessary for the operation or administration of Landlord's business or (iv) if disclosure is required by any

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judicial or administrative order or ruling. Failure of Tenant to provide the financial statements set forth above will be deemed a Default under this Lease.

46. SPECIAL STIPULATIONS. Additional terms and conditions which supplement, amend or replace the express terms of this Lease, as such terms and conditions may be set forth on the attached Exhibit "C".

47. PARKING. Tenant shall have the exclusive right to park vehicles on, over and across six (6) parking spaces immediately adjacent to the rear of the Premises and six (6) parking spaces located in the truck court located behind the Premises, all as more particularly described on Exhibit "F" attached hereto (the "Reserved Spaces"). Notwithstanding the foregoing, Tenant acknowledges that Landlord shall have no duty to monitor the Reserved Spaces for unauthorized parking or have any obligation to enforce Tenant's rights to use of the Reserved Spaces. In addition to the Reserved Spaces, Tenant shall have the non-exclusive right to park vehicles on a first come first served basis with other tenants and visitors on, over and across that portion of the Building's common area constructed for employee and visitor parking, except those spaces marked as reserved for other tenants. Landlord acknowledges that Tenant may enforce its parking rights set forth herein; provided, however, that Tenant's enforcement of its parking rights must be in compliance with all applicable laws and in the event that Landlord incurs any costs or expenses due to Tenant's enforcement of its parking rights, Tenant shall reimburse Landlord its out of pocket costs and expenses within thirty (30) days after Landlord's written request. Landlord shall not object to Tenant enforcing its rights as described in this Section 47.

48. RULES AND REGULATIONS. The rules and regulations annexed hereto as Exhibit "D", and all reasonable rules and regulations which Landlord may hereafter, from time to time, adopt and promulgate for government and management, are hereby made a part of this Lease and shall, during the Term, be observed and performed by Tenant, his agents, employees and invitees.

49. CONSTRUCTION LIENS.

A. Tenant shall have no power to do any act or make any contract that may create or be the foundation of any lien, mortgage or other encumbrance upon the reversionary or other estate of Landlord, or any interest of Landlord in the Premises. NO CONSTRUCTION LIENS OR OTHER LIENS FOR ANY LABOR, SERVICES OR MATERIALS FURNISHED TO THE PREMISES SHALL ATTACH TO OR AFFECT THE INTEREST OF LANDLORD IN AND TO THE PREMISES OR THE BUILDING. Tenant shall keep the Premises and the Building free from any liens arising out of any work performed, materials furnished, or obligations incurred by or on behalf of Tenant. Should any lien or claim of lien be filed against the Premises or the Building by reason of any act or omission of Tenant or any of Tenant's agents, employees, contractors or representatives, then Tenant shall cause the same to be canceled and discharged of record by bond or otherwise within ten (10) days after the filing thereof. Should Tenant fail to discharge the lien within ten (10) days, then Landlord may discharge the lien. The amount paid by Landlord to discharge the lien (whether directly or by bond), plus all administrative and legal costs incurred by Landlord, shall be Additional Rent payable on demand. The remedies provided herein shall be in addition to all other remedies available to Landlord under this Lease or otherwise.

B. TENANT SHALL NOTIFY ANY CONTRACTOR PERFORMING ANY CONSTRUCTION WORK IN THE PREMISES ON BEHALF OF TENANT THAT THIS LEASE SPECIFICALLY PROVIDES THAT THE INTEREST OF LANDLORD IN THE PREMISES SHALL NOT BE SUBJECT TO LIENS FOR IMPROVEMENTS MADE BY TENANT, AND NO MECHANIC'S LIEN OR OTHER LIEN FOR ANY SUCH LABOR, SERVICES, MATERIALS, SUPPLIES,

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MACHINERY, FIXTURES OR EQUIPMENT SHALL ATTACH TO OR AFFECT THE STATE OR INTEREST OF LANDLORD IN AND TO THE PREMISES, THE BUILDING, OR ANY PORTION THEREOF. IN ADDITION, LANDLORD SHALL HAVE THE RIGHT TO POST AND KEEP POSTED AT ALL REASONABLE TIMES ON THE PREMISES ANY NOTICES WHICH LANDLORD SHALL BE REQUIRED SO TO POST FOR THE PROTECTION OF LANDLORD AND THE PREMISES FROM ANY SUCH LIEN. TENANT AGREES TO PROMPTLY EXECUTE SUCH INSTRUMENTS IN RECORDABLE FORM IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF FLORIDA STATUTE SECTION 713.10.

50. RADON. The following notification is provided pursuant to Section 404.056(5), Florida Statutes (2009): "RADON GAS: 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 health department."

51. LEASE CONTINGENCY. **THIS LEASE IS EXPRESSLY CONTINGENT UPON TENANT EXECUTING AND DELIVERING THIS LEASE TO LANDLORD ON OR BEFORE SEPTEMBER 1, 2018 (THE "OUTSIDE DATE"). IF TENANT DOES NOT EXECUTE AND DELIVER THIS LEASE TO LANDLORD BY THE OUTSIDE DATE, THEN THIS LEASE SHALL BE NULL AND VOID AND OF NO FURTHER FORCE OR EFFECT.**

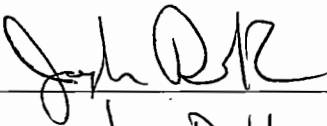
52. BINDING EFFECT. This Lease shall not be valid and binding on Landlord and Tenant unless and until it has been completely executed by and delivered to both parties.

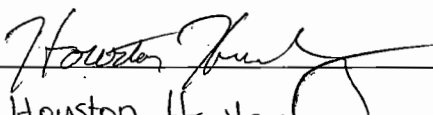
[Signatures begin on next page]

Commercial Lease Agreement
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IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals the day and year first above written.


WITNESSES:

Sign: 
Print: Joe DeHaven

Sign: 
Print: Houston Hawley

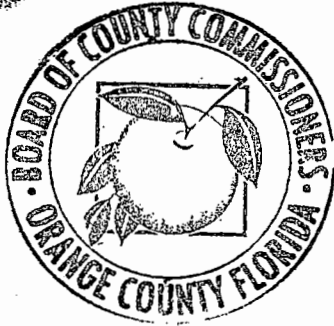
LANDLORD:

MDH ORL/JAX PORTFOLIO, LLC,
a Delaware limited liability company

By: 
Name: Michael J. Pelt
Title: President

[Signatures continue on next page]

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ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk to the Board of County Commissioners

By:

Katie Smith
Deputy Clerk

Date: AUG 21 2018

TENANT:

ORANGE COUNTY, FLORIDA

By: The Board of County Commissioners

By:

Teresa Jacobs
Teresa Jacobs,
Orange County Mayor

Date: 8.21.18

SUITE 103

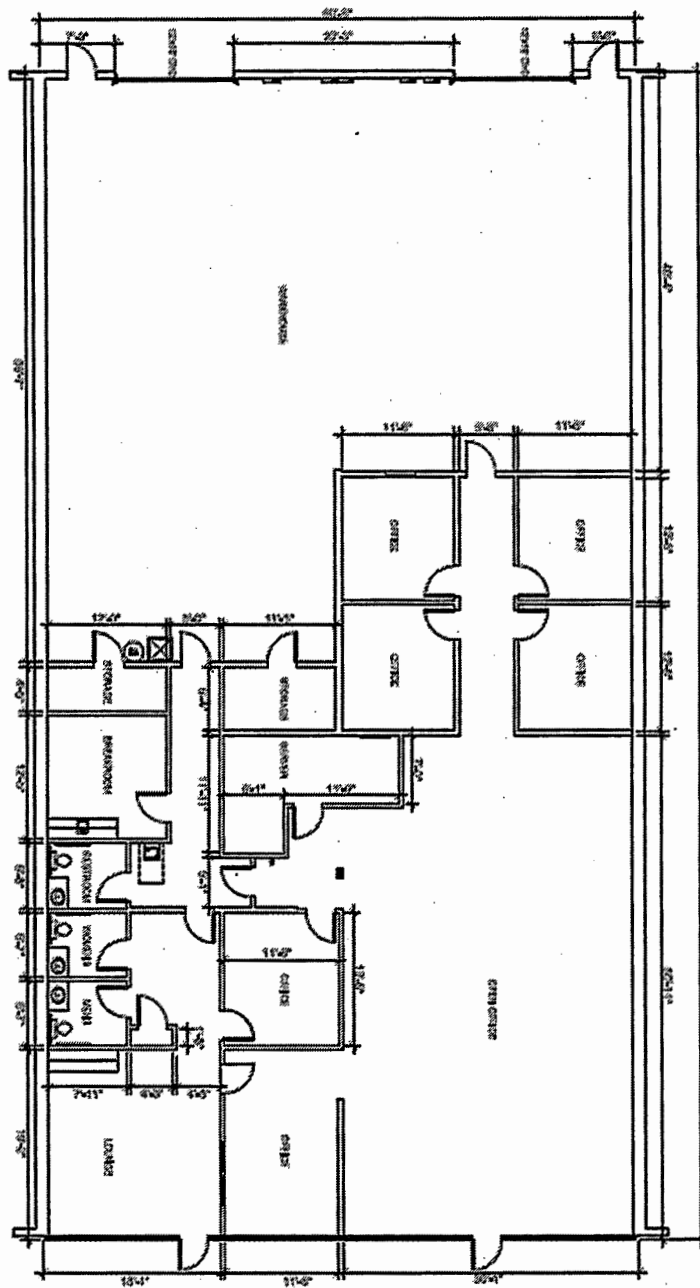

$$\frac{\text{TOTAL AREA S.F.}}{\text{TOTAL S.F.}} = 7,200 \text{ SF}$$

EXHIBIT "B"
WORK LETTER

Except as provided in this Lease, including this Exhibit "B", Tenant accepts the Premises in its "WHERE IS, AS IS" condition as of the date hereof and agrees that, except as provided herein, Landlord has made no representation, agreement or promise regarding any improvement, refurbishment or alteration to the Premises.

Notwithstanding the foregoing, Landlord shall perform certain work to the Premises (the "Landlord's Work") in accordance with the specifications attached hereto as Exhibit "B-1" and incorporated herein, which specifications have been approved by Landlord and Tenant (the "Specifications"). Landlord shall perform Landlord's Work at Landlord's sole cost and expense and to Tenant's commercially reasonable satisfaction provided, however, that Tenant shall be responsible for costs incurred in connection with changes in Landlord's Work requested by Tenant that directly increase Landlord's costs, and shall reimburse Landlord for such costs, not later than thirty (30) days after Landlord's written demand along with accompanying receipts. Except where specifically stated to the contrary on the Specifications, Landlord shall use building standard finishes in completing Landlord's Work.

EXHIBIT "B-1"
SPECIFICATIONS

Landlord's Work is comprised of the following:

1. Paint the interior office walls using Landlord standard finishes (color selection by Tenant).
2. Install new carpet throughout the office area where carpet current exists.
3. Landlord will install blackout film, as reasonably approved by Tenant, to all storefront to create opaque glass
4. Landlord will replace any ceiling tiles that are materially stained, cracked or damaged.
5. Landlord will convert the unisex bathroom in the office area to a one stall shower area
6. Landlord will add a dual receptacle in the copy machine area
7. Scrub warehouse floor
8. Replace all non-functioning light bulbs
9. In the parking lot area, Landlord will add the word "Reserved" to the Reserved Spaces, as outlined in Exhibit "F".
10. Landlord will deliver mechanical, electrical and plumbing systems in good working order.

(MJP)

EXHIBIT "C"
SPECIAL STIPULATIONS

1. RENEWAL OPTION.

A. Subject to the rights of existing tenants in the Building as of the date of this Lease, and so long as this Lease is in full force and effect, Tenant shall have and is hereby granted a single, one-time right ("Renewal Option") to extend the original Lease Term for a period of five (5) years ("Extension Period"), commencing on the date immediately following the last day of the original Lease Term, provided that: (i) Tenant delivers written notice (the "Extension Notice") to Landlord, not less than one hundred eighty (180) days prior to the last day of the original Lease Term ("Exercise Date"), of Tenant's election to exercise such Renewal Option; and (ii) no uncured Event of Default has occurred under this Lease, as of either the Exercise Date or the last day of the original Lease Term. Tenant's failure to timely deliver any Extension Notice shall result in a waiver of the Renewal Option. Tenant's Real Estate Management Division, acting through its Manager or Manager's designee, is authorized to execute and deliver any Extension Notice on behalf of Tenant.

B. All terms and conditions of this Lease, including without limitation all provisions governing the payment of Additional Rent, shall remain in full force and effect during the Extension Period, except that the Base Rent (on a per rentable square foot basis) payable during the Extension Period shall equal the Fair Market Rental Rate (hereinafter defined). As used in this Lease, the term "Fair Market Rental Rate" shall mean the fair market rental rate, including annual escalations thereto, that would be agreed upon between a landlord and a tenant entering into a lease renewal for comparable space as to location, configuration and size and as if leased for general office, warehouse, storage and production and distribution purposes, in a comparable building as to quality and age which is located in the Orlando, Florida area (the "Market Area"), with a comparable build-out and a comparable term.

C. Landlord shall provide Tenant with its calculation, in its sole but reasonable discretion, of the Fair Market Rental Rate as outlined herein no later than thirty (30) days after Tenant's Exercise Date. Within five (5) days of receipt of Landlord's notice, Tenant shall advise Landlord, in writing, whether or not Tenant accepts or rejects the Fair Market Rental Rate proposed by Landlord. If Tenant accepts the proposed Fair Market Rental Rate in writing, then the Fair Market Rental Rate (including applicable escalations) during the Extension Term shall be as set forth in Landlord's calculation. If Tenant rejects in writing the Fair Market Rental Rate proposed by Landlord, Landlord and Tenant shall negotiate in good faith for a period of fifteen (15) days (the "Negotiation Period") to reach a mutual agreement on the Fair Market Rental Rate (failure of Tenant to either accept or reject, in writing, the Fair Market Rental Rate determination proposed by Landlord shall be deemed acceptance). If Tenant rejects the proposal and the parties are unable to come to an agreement within the Negotiation Period, then the parties will arbitrate the Fair Market Rental Rate in accordance with the following procedures:

(1) Tenant shall, within five (5) business days after the end of the Negotiation Period, select a real estate broker meeting the qualifications stated below who shall act on Tenant's behalf in determining the Fair Market Rental Rate and will notify Landlord in writing within such 5-business day period of such broker's name. Within five (5) business days after Landlord's receipt of Tenant's selection of a real estate broker, Landlord, by written notice to Tenant shall designate a real estate broker meeting the qualifications stated below, who shall act on Landlord's behalf in the determination of the Fair Market Rental Rate. If either Landlord or Tenant fails or refuses to select a broker, the other broker shall alone determine the Fair Market Rental Rate. If both parties select a broker in accordance with this subparagraph and the two (2) brokers are unable to agree upon the Fair Market Rental Rate within fifteen (15) days following the appointment of Landlord's broker, the two brokers shall select a third broker meeting the qualifications stated below. Within three (3) business days after such third broker is appointed, the

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appointed third broker shall select one of the other two brokers' determinations and such third broker will notify Landlord and Tenant of such determination of the Fair Market Rental Rate, which determination shall be binding upon both Landlord and Tenant. Landlord and Tenant agree that they shall be bound by the determination of Fair Market Rental Rate pursuant to this Special Stipulation for the Extension Period.

(2) If the foregoing process has not been completed prior to the commencement of the Extension Period, then upon commencement of the Extension Period, and until the process is completed (the "**Interim Period**"), Tenant shall pay Landlord monthly Base Rental equal to the Base Rental for the immediately preceding Lease Year, and Additional Rent calculated in accordance with the Lease in the manner applicable for the immediately preceding Lease Year, until any applicable adjustment in the Base Rental and Additional Rent is determined by such process as provided herein; provided, however, that such payments made during the Interim Period shall be subject to adjustment based upon the results of such process (i.e., if, as a result of such process, it is determined that Tenant has underpaid or overpaid Base Rental and/or Additional Rent during the Interim Period, then such underpaid amount shall be due from Tenant to Landlord within ten (10) days after expiration of the Interim Period or such overpaid amount shall be applied to the next Base Rental payments coming due hereunder).

(3) All brokers selected in accordance with this Special Stipulation must be licensed in the State in which the Building is located as a real estate broker and shall have at least ten (10) years prior experience in commercial office leasing in the Market Area. Landlord shall bear the fee and expenses of its broker and Tenant shall bear the fee and expenses of its broker. Each of the parties shall bear one-half (½) of the cost of the third broker's fee.

D. Should the Lease Term be extended hereunder, Tenant shall, if requested by Landlord, execute an amendment modifying this Lease pursuant to the terms agreed upon. Tenant's Real Estate Management Division, acting through its Manager or Manager's designee, is authorized to execute and deliver any such Amendment on behalf of Tenant.

E. Notwithstanding anything in this Special Stipulation to the contrary, any amendment of the Lease that otherwise extends the Lease Term beyond the original Expiration Date shall be deemed to constitute Tenant's waiver of the Renewal Option, unless otherwise expressly provided in such amendment.

F. The right granted to Tenant under this Special Stipulation is personal to Tenant, and in the event of any assignment of this Lease, or any sublease by Tenant, this Renewal Option shall thenceforth be void and of no further force or effect.

EXHIBIT "D"
RULES AND REGULATIONS

Tenant and Tenant's agents, employees, invitees and visitors shall comply fully with the requirements of the following rules and regulations. Such rules and regulations may be changed or amended by Landlord at any time.

- i. All garbage and refuse shall be kept in approved type containers and shall be placed at a location adjoining the Premises or other location designated by Landlord, for collection at regular intervals (not less than weekly); Tenant to pay the cost of removal of garbage and refuse.
- ii. The Tenant agrees that if the Premises are used for other than the use contemplated by the Lease Agreement, or if the Fire Marshal requires, Tenant at its cost, shall provide the required additional automatic sprinkler heads and/or other required modifications necessary to comply with the insurance and fire department regulations; in all events Tenant shall provide for its usage the necessary quantity and approved type and class fire extinguishers with the premises.
- iii. No radio, television, satellite, microwave dish or tower, or other similar aerials or appurtenances (inside or outside) shall be installed without first obtaining in each instance Landlord's consent in writing, and if such consent is given, no such device shall be used in a manner as to be heard or seen outside of the Premises. Tenant shall be responsible for any damage to Landlord's roof occasioned by such installation.
- iv. Tenant shall keep the Premises at a temperature sufficiently high to prevent freezing of water in pipes and/or fixtures or equipment.
- v. All sidewalks, loading areas, stairways, doorways, corridors, and other common areas shall not be obstructed by Tenant or used for any purpose other than for ingress and egress. Landlord retains the right to control all public and other areas not specifically designated as the Premises, provided nothing herein shall be construed to prevent access to the Premises or the common areas of the Property by Tenant or Tenant's invitees.
- vi. Tenant shall not place, suffer or permit displays or storage on the outside of the Premises or upon any of the common Areas of the building of which the premises are a part nor shall Tenant install, maintain or permit any vending machines, pay phones, or other property upon the Common Areas.
- vii. Tenant agrees at all times to comply with any governmental energy conservation regulations and at all times to maintain temperatures in the Premises consistent with the temperature as specified and set forth in any governmental regulation.
- viii. The outside areas immediately adjoining the Premises shall be kept clean and free from its rubbish by Tenant, and Tenant shall not place, suffer or permit any obstructions or merchandise in such areas.

- ix. Tenant and its employees shall park their cars only in the parking area designated for that purpose by Landlord; if Tenant or its employees park in a manner that obstructs any fire lane or shall interfere with any of the rights of Landlord or other tenant within the building(s) and their rights to free and uninterrupted egress and ingress and loading, Tenant hereby authorizes Landlord (at its option) to tow away such vehicles and Tenant shall be responsible for all costs incurred in connection with such towing.
- x. Tenant shall not burn trash or garbage in or about the Premises.
- xi. Tenant shall not conduct or permit to be conducted in the Premises any auction, fire, bankruptcy or other distress sales without the prior written consent of Landlord.
- xii. Tenant shall not canvass or solicit business, or allow any employee of Tenant to canvass or solicit business, from other tenants in the Property, unless the same is within the scope of Tenant's normal business.

EXHIBIT "E"
LEASE CONFIRMATION CERTIFICATE

This LEASE CONFIRMATION CERTIFICATE ("Certificate") is executed as of the ____ day of _____, 2018, by and between MDH ORL/JAX PORTFOLIO, LLC ("Landlord") and ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the state of Florida ("Tenant").

WHEREAS, on the ____ day of _____, 2018, Landlord and Tenant entered into that certain Lease Agreement (the "Lease"), for approximately 7,200 rentable square feet ("Premises") located at 3600 Vineland Road, Orlando, FL 32811 ("Building"), and being more particularly described in the Lease.

WHEREAS, pursuant to Section 2.A of the Lease, the parties have agreed to execute a written statement confirming (i) Tenant's acceptance of the Premises, (ii) the Commencement Date of the Lease; and (iii) other matters as may be reasonably requested by Landlord.

NOW, THEREFORE, Tenant and Landlord hereby state as follows:

1. Capitalized terms used but not defined herein shall have the same meaning as set forth in the Lease.
2. Tenant has accepted possession of the Premises.
3. Except as indicated below, Landlord's Work is complete (if none, please state "none"):

4. The Commencement Date is _____, 2018.
5. The initial Expiration Date is _____, 20__.
6. This Certificate is intended to confirm the dates and other items referenced above, based on the substantive provisions contained in the Lease, in light of the actual facts and circumstances that have come to pass. In no event shall this Certificate be deemed to modify any substantive provision of the Lease. In the event of a conflict between the terms of the Lease and this Certificate, the terms of the Lease shall control.

[Signatures begin on next page]

IN WITNESS WHEREOF, the parties hereto have caused this Certificate to be executed as of the date and year first written above.

WITNESSES:

Sign: _____

Print: _____

Sign: _____

Print: _____

LANDLORD:

MDH ORL/JAX PORTFOLIO, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

[Signatures continue on next page]

WITNESSES:

Sign: _____

Print: _____

Sign: _____

Print: _____

TENANT:

ORANGE COUNTY, FLORIDA

By: _____
Paul Sladek,
Manager, Real Estate Mgmt. Division

Date: _____

EXHIBIT "F"
RESERVED PARKING SPACES

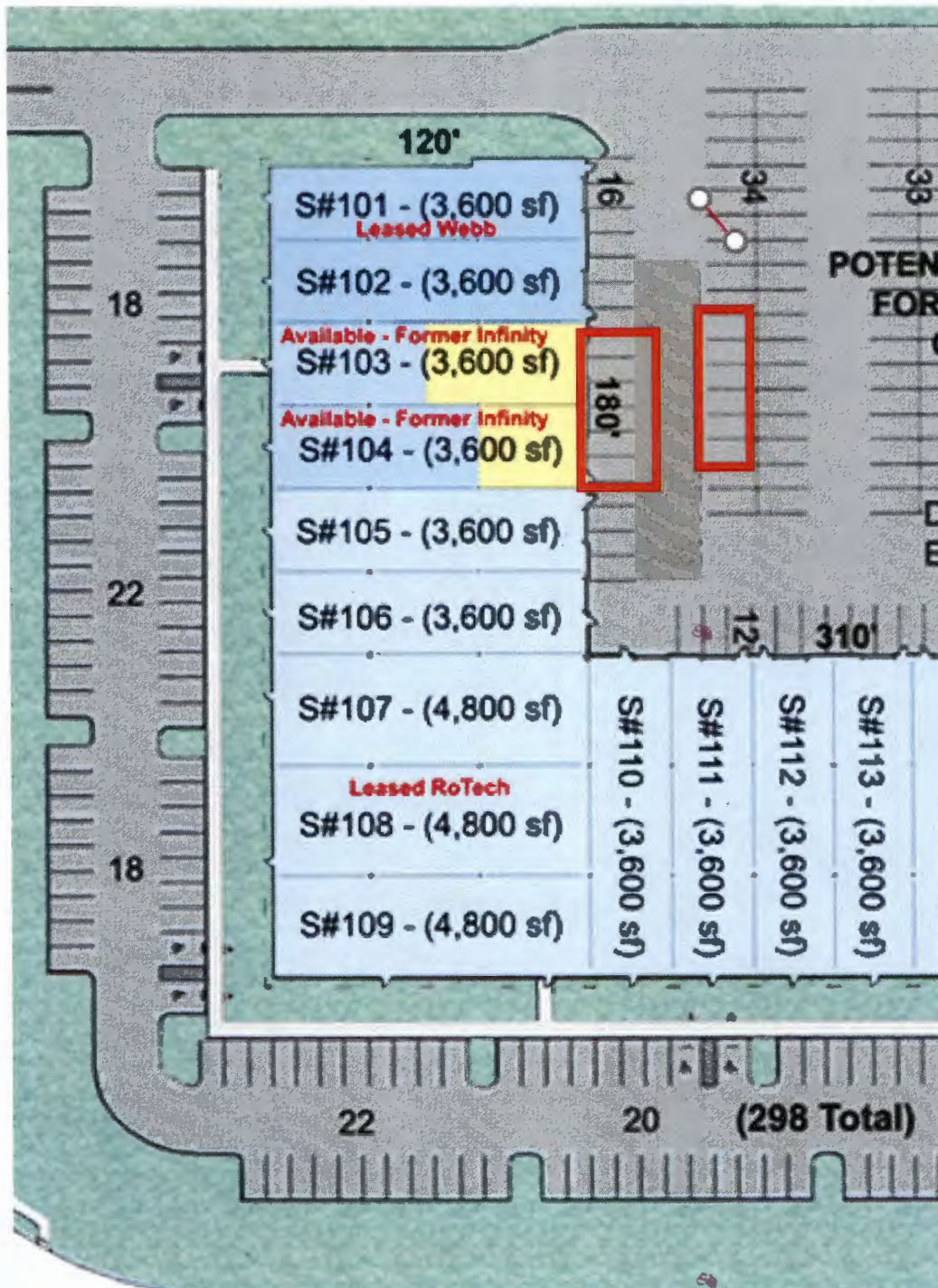


EXHIBIT "G"
SPECIFICATIONS

Tenant's Work is comprised of the following, and provided Tenant submits to Landlord any applicable designs and plans, the following work is approved:

1. Addition of Tenant's telecommunications system
2. Installation of an alarm system
3. Installation of Door Access Controls