



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 1

DATE: January 28, 2021

TO: Mayor Jerry L. Demings
-AND-
County Commissioners

THROUGH: Mindy Cummings, Manager *MTC*
Real Estate Management Division

FROM: Alex Feinman, Assistant Manager *AF/MTC*
Real Estate Management Division

CONTACT PERSON: **Mindy Cummings, Manager**

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

ACTION REQUESTED: Approval and execution of Sub-lease Agreement between Adventist Health System/Sunbelt, Inc. D/B/A AdventHealth Centra Care and Orange County, Florida and delegation of authority to the Real Estate Management Division to exercise renewal options and furnish notices, required or allowed by the sub-lease, as needed

PROJECT: Fire Rescue Mask Fit Training – Centra Care
2609 S. Orange Avenue, Orlando, Florida 32806
Lease File #2054

District 3

PURPOSE: To provide space for Fire Rescue to conduct mask fit trainings.

ITEM: Sublease Agreement
Cost: Year 1 - \$220 in total per month, plus \$3,614.28 in Catch-Up Rent
Size: 85.75 square feet
Term: Until October 24, 2022
Options: Two, three-year renewals

BUDGET: Account No.: 1009-034-0665-3620

APPROVALS: Real Estate Management Division
County Attorney's Office
Fire Rescue Department
Risk Management Division

REMARKS: Orange County (County) currently subleases a small office space at Centra Care at 2609 S. Orange Avenue, Orlando (Site) pursuant to the Sublease Agreement approved by the Board on September 9, 2014 (Lease), which expired February 16, 2019. Since then, the County has operated in the Site on a month-to-month tenancy without paying any rent.

This action will provide for 85.75 square feet of office space to house the Fire Rescue Department's Mask Fit Trainings. This action will also allow the County to pay back all rents owed under the previous lease. The term is until October 24, 2022, and has two, 3-year renewal options.

SUB-LEASE AGREEMENT

between

**ADVENTIST HEALTH SYSTEM/SUNBELT, INC.
D/B/A ADVENTHEALTH CENTRA CARE**

and

ORANGE COUNTY, FLORIDA

THIS SUB-LEASE AGREEMENT (“Agreement”) is made effective as of the date last executed below (the “**Effective Date**”) and entered into by and between **ADVENTIST HEALTH SYSTEM/SUNBELT, INC. D/B/A ADVENTHEALTH CENTRA CARE**, a Florida not for profit corporation (the “**Sub-Lessor**”), and **ORANGE COUNTY, FLORIDA**, a chartered county and political subdivision of the State of Florida (the “**Sub-Lessee**”). The Sub-Lessor and the Sub-Lessee may be individually referred to as the “**Party**” or collectively referred to as the “**Parties.**”

RECITALS:

WHEREAS, Sub-Lessor leases the office space located at 2609 S. Orange Avenue, Orlando, Florida 32806 (“**Leased Premises**”) from BMRS Orange Avenue, LLC (“**Lessor**”), pursuant to, and more specifically described in, the *Orange Avenue Contract* between Lessor and Sub-Lessor, dated October 25, 2012, and attached to this Agreement as **Exhibit “A”** (the “**Primary Lease**”); and

WHEREAS, Sub-Lessor warrants that it has received permission from Lessor to sub-lease a portion of the Leased Premises more specifically described in the *Floor Plan* attached to this Agreement as **Exhibit “B”** (“**Sub-Leased Premises**”), and Lessor has joined in this Agreement to evidence its consent to said sub-lease; and

WHEREAS, Sub-Lessee is currently in possession of the Sub-Leased Premises pursuant to a previous sub-lease agreement entered into by the parties on September 9, 2014 and terminated on February 16, 2019 (the “**Expired Lease**”); and

WHEREAS, the Sub-Lessor desires to enter into a new sub-lease with the Sub-Lessee for the Sub-Leased Premises; and

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth in this Lease Agreement, the parties agree as follows:

Section 1. Recitals. The above recitals are true and correct and are hereby incorporated as a material part of this Agreement.

Section 2. Documents.

A. The documents that are incorporated by either reference or attachment and thereby form this Agreement are:

1. This Agreement;
2. **Exhibit A:** Primary Lease; and
3. **Exhibit B:** Floor Plan.

Section 3. Property. The Lessor has fee-simple ownership in the Leased Premises located at 2609 S. Orange Avenue, Orlando, Florida 32806 and leases said premises to the Sub-Lessor pursuant to the Primary Lease attached to this Agreement as **Exhibit “A.”**

Section 4. Lease and License; Use of Leased Premises.

A. **Lease and License.** The Sub-Lessor, in consideration of the payments made to them by the Sub-Lessee in the form of rents pursuant to this Agreement, does hereby agree to:

1. Lease to the Sub-Lessee the Sub-Leased Premises which consist of approximately 85.75 square feet located within the Leased Premises and is more specifically described in the *Floor Plan* attached to this Agreement as **Exhibit “B.”**
2. Grant to the Sub-Lessee the non-exclusive right, license, and privilege of access to the lobby located on the first floor of the building on the Property and any other common areas located within and around the Sub-Leased Premises.

B. **Use of Leased Premises.** Sub-Lessee may use the Sub-Leased Premises as a fire rescue examination and testing facility and for other related purposes.

Section 5. Term.

A. **Term.** The term of this Agreement will commence on July 1, 2020 as long as both Parties execute this Agreement on or before July 1, 2020; if both Parties do not execute this Agreement on or before July 1, 2020, then this Agreement will commence on the date last executed below (the **“Sub-Lease Effective Date”**). This Agreement shall expire October 24, 2022 (the **“Sub-Lease Term”**).

B. **Renewal Term(s).** Sub-Lessee shall have the option to renew this Agreement for two successive three-year terms (each three-year term is known hereinafter as a **“Renewal Term”**). Notwithstanding the foregoing, Sub-Lessee’s option to renew this Agreement shall be contingent on the Primary Lease being renewed or extended by and between the Lessor and Sub-Lessor. Sub-Lessee’s Manager of the Real Estate Management Division, or designee, shall have the authority to renew this Agreement on behalf of Orange County, Florida. Any such renewal shall be subject to the same terms and conditions as set forth in this Agreement, unless otherwise agreed to, in writing, by both parties.

C. **Termination, Cancellation, or Expiration of Primary Lease.** This Agreement shall automatically terminate upon the cancellation, expiration, or termination of the Primary Lease, and Sub-Lessor shall not be liable to Sub-Lessee by reason of any cancellation, expiration, or termination of the Primary Lease or this Agreement.

D. **Option to Renew Lease Term.** The Parties agree that the Sub-Lessee does not have the right to renew the term of the Primary Lease, and any negotiations to renew or extend the Primary Lease shall solely be between the Lessor and Sub-Lessor.

Section 6. Notices. All notices required to be given to either of the parties under this Agreement shall be sent to the following address or at such other address as the parties may designate in writing:

To Sub-Lessor: Adventist Health System/Sunbelt, Inc.
d/b/a AdventHealth Centra Care
2600 Westhall Lane, Suite 200
Maitland, Florida 32751

with a copy to: AdventHealth
900 Hope Way
Altamonte Springs, Florida 32714
Attn: Legal Services

To Sub-Lessee: Orange County Real Estate Management
Attn: Manager
P.O. Box 1393
Orlando, Florida 32802

with a copy to: Orange County Attorney's Office
P.O. Box 1393
Orlando, Florida 32802

Section 7. Rent.

A. Payment of Rent.

A. Sub-Lessee shall owe Sub-Lessor rent during the Sub-Lease Term in the amount of \$220.00 per month (the "**Base Rent Amount**"). Sub-Lessee shall be responsible for paying Sub-Lessor any outstanding rent accrued or owed from its occupation of the Sub-Leased Premises from February 17, 2019 through and including June 30, 2020 (the "**Catch-Up Period**"). The total outstanding rent accrued or owed from the Sub-Lessee's occupation of the Sub-Leased Premises for the Catch-Up Period is \$3,614.28 (the "**Rent Catch-Up Amount**"). Within twenty (20) days following the full execution of this Agreement, Sub-Lessee shall remit payment of the entire

Rent Catch-Up Amount to Sub-Lessor. All payments must be paid to Sub-Lessor without demand, setoff, or deduction, except as specifically provided for in this Agreement, at Sub-Lessor's address contained in the "Notices" Section of this Agreement, or at such other place as Sub-Lessor shall designate in writing to Sub-Lessee. Sub-Lessee's obligations to pay the Catch-Up Rent are covenants independent of Sub-Lessor's obligations under this Agreement.

- B. Notwithstanding the foregoing, in the event Sub-Lessee renews this Agreement pursuant to the "Renewal Term(s)" subsection, the rate for each successive Renewal Term will increase from the prior term's rate, such that the first Renewal Term's rate shall be equal to **Two Hundred Twenty-Six and 60/100 Dollars (\$226.60)** per month and the second Renewal Term's rate shall be equal to **Two Hundred Thirty-Three and 40/100 Dollars (\$233.40)** per month. The Sub-Lessee shall make rent payments in equal monthly installments, in advance, on the first day of each and every calendar month during the Renewal Term. All rent payments must be paid to Sub-Lessor without demand, setoff, or deduction, except as specifically provided for in this Agreement, at Sub-Lessor's address contained in the "Notices" Section of this Agreement, or at such other place as Sub-Lessor shall designate in writing to Sub-Lessee. Sub-Lessee's obligations to pay rent are covenants independent of Sub-Lessor's obligations under this Agreement.

B. **Proration of Rent.** If this Agreement commences on a day other than the first of the month, the first monthly rent shall be adjusted and prorated so that Sub-Lessee shall only pay for the actual number of days in the first month of said term. If the Sub-Lease Term or Renewal Term, as applicable, terminates or expires on a day other than the last day of the month, the final monthly rent shall be adjusted and prorated so that Sub-Lessee shall only pay for the actual number of days in the final month of said term. All subsequent rental payments shall be for the full amount and shall be due and payable without demand on the first day of each month at such place as the Sub-Lessor may designate in writing.

C. **Sales and Use Taxes.** The Sub-Lessee represents to the Sub-Lessor that its rights of tenancy and occupancy under this Agreement are exempt from the imposition of Florida State sales and use taxes. The Sub-Lessee shall furnish to the Sub-Lessor satisfactory proof of such exemption, and the Sub-Lessee shall not be liable for payment of such taxes for so long as the exemption is in effect.

Section 8. Care of the Leased Premises.

A. Sub-Lessee shall, throughout the Sub-Lease Term, properly use and care for the Sub-Leased Premises, fixtures, appurtenances, doors, windows and mechanical equipment therein. Sub-Lessee shall be responsible for the cost of repairs that result from: carelessness, omission, neglect or improper use of the facilities by its employees, licensees or invitees. Sub-Lessee shall upon termination of this Agreement return the Sub-Leased Premises to Sub-Lessor in the condition it was received, reasonable wear and tear attributed to normal use and/or damage from actions outside Sub-Lessee's control shall be excepted. If Sub-Lessee fails to repair any damage within ten

(10) days of notification by Sub-Lessor, Sub-Lessor may, at its discretion, order the necessary repair work and bill Sub-Lessee for the cost of said repairs.

B. Sub-Lessor agrees that during the Sub-Lease Term it will keep the exterior and structural parts of the building in good repair, and that it will maintain the mechanical systems in good operating condition. Sub-Lessor will make such repairs to the interior of the Sub-Leased Premises as are necessitated by equipment failure, roof leaks, fire or other perils covered by extended coverage clauses for which damage or loss insurance is carried by the Sub-Lessor, including interior reconstruction and/or redecoration necessitated by such fire or other perils.

C. **Utilities.** Sub-Lessor agrees to pay utility charges for the Sub-Leased Premises. Such charges will include: electricity, water, sewer, fire/life safety protection service, gross receipt taxes common area electricity or any other cost that the local utility company may add to its monthly utility bill during the duration of this lease. Sub-Lessee shall be responsible for its phone costs.

D. **Cleanliness of Premises.** Sub-Lessee will not improperly or unlawfully store, handle, release, or dispose of any refuse, trash or hazardous materials or contaminants in the Sub-Leased Premises or in or around the building of which the Sub-Leased Premises form a part. Sub-Lessee shall immediately notify Sub-Lessor and appropriate governmental agencies and authorities having jurisdiction if a release of such materials occurs, and shall take complete corrective action to clean and remove the material and restore the premises in compliance with procedures established by such authorities, and shall provide appropriate evidence of compliance.

E. **Maintenance and Janitorial Services.** Sub-Lessor shall maintain the Sub-Leased Premises and shall be responsible for all costs of janitorial services and the maintenance, operations, system repair to the interior and exterior envelope of the building and grounds. Sub-Lessor shall additionally be responsible for the maintenance of all common areas to include but not be limited to the parking area and landscape maintenance.

F. **Fixtures, Alterations, and Improvements.**

1. Sub-Lessee shall not, without Sub-Lessor's prior written consent, attach any fixtures in or to the Sub-Leased Premises or change, alter or make additions to the Sub-Leased Premises, nor attach or affix any article hereto, nor permit any annoying sound device, overload any floor, or deface the Sub-Leased Premises. Such prior written consent shall not be unreasonably withheld.
2. Where Sub-Lessor has approved Sub-Lessee's modifications to the Sub-Leased Premises, Sub-Lessee shall not be required to remove its modifications and restore the Sub-Leased Premises to its original condition upon Sub-Lessee vacating the Sub-Leased Premises. If however, Sub-Lessee elects to remove its modifications upon vacating the Sub-Leased Premises, then Sub-Lessee, at its expense shall restore the Sub-Leased Premises to its original condition, ordinary wear and tear excepted.

3. Sub-Lessee reserves the right to request that the Sub-Lessor performs any and all work requested by the Sub-Lessee regarding any improvements to the Sub-Leased Premises. Any such requested work shall be at the sole cost and expense of the Sub-Lessee and shall be performed in compliance with federal, state, and local laws and regulations, including but not limited to, state and local licensing and permitting requirements. Prior to commencement of the work, Sub-Lessor shall provide a copy of the cost estimate to the Sub-Lessee for approval. If such cost estimate was not approved by the Sub-Lessee prior to commencement of work, the Sub-Lessee reserves the right to only reimburse the Sub-Lessor for costs and expenses it deems reasonable.
 4. The Sub-Lessor reserves the right to deny such request and require that the Sub-Lessee performs any such work itself, so long as such work being requested is not otherwise the obligation of the Sub-Lessor under this Agreement.
- G. **Signs.** Sub-Lessee shall not install or locate signs in the windows and doors of the Sub-Leased Premises or any other part of the Sub-Leased Premises or grounds without first securing Sub-Lessor's written consent, which shall not be unreasonably withheld. Any signs installed by Sub-Lessee with Sub-Lessor's permission shall be maintained in good repair and shall be removed and any building or grounds damage therefrom restored by Sub-Lessee at Sub-Lessee's expense.

Section 9. Damage to the Leased Premises.

- A. **Abatement or Adjustment of Rent.** If the whole or any part of the Sub-Leased Premises shall be damaged or destroyed by fire or other casualty after the Effective Date of this Agreement and before the termination of the Agreement, then in every case the rent due shall be abated or adjusted, as the case may be, *per diem* and in proportion to that portion of the Sub-Leased Premises of which Sub-Lessee shall be deprived on account of such damage or destruction and the work of repair, restoration, rebuilding, or replacement or any combination thereof, of the improvements so damaged or destroyed. This provision shall in no way be construed by any person to effect any reduction of sums or proceeds payable under any rent insurance policy.
- B. **Repairs and Restoration.** Sub-Lessor agrees that in the event of the damage or destruction of the Sub-Leased Premises, Sub-Lessor shall proceed to repair, restore, replace, or rebuild the Sub-Leased Premises (excluding Sub-Lessee's leasehold improvements), to substantially the condition in which the Sub-Leased Premises were immediately prior to such damage or destruction.
- C. Notwithstanding the foregoing, the Sub-Lessee may cancel and terminate the Agreement by sending twenty (20) days written notice of such termination to Sub-Lessor should the Sub-Lessor fail to:
1. Apply for and diligently pursue a building permit within sixty (60) days of the date of such damage or destruction, thereafter, the Sub-Lessor shall not be held responsible for schedule delays due to the municipality so long as such delay is not

caused by Sub-Lessor intentionally delaying response to comments from such municipality; or

2. Complete such repairs, rebuilding, or restoration within six (6) months of such damage or destruction; or
3. Fail to abate or adjust the Sub-Lessee's rent owed to the Sub-Lessor according to the provisions of this Agreement.

D. **Liens.** Sub-Lessee shall not at any time cause the interest of Sub-Lessor in the property to become subject in any way to any liens, including construction liens for improvements to, or other work performed in or about the Sub-Leased Premises or on behalf of Sub-Lessee. If any lien is filed against the Sub-Leased Premises for work or materials claimed to have been furnished to Sub-Lessee, Sub-Lessee shall cause it to be discharged of record or properly transferred to a bond under Section 713.24, Florida Statutes, within ten (10) days after written notice from Sub-Lessor. Further, Sub-Lessee shall indemnify, defend and hold Sub-Lessor harmless from any damage or loss, including reasonable attorneys' fees incurred by Sub-Lessor as a result of any liens or other claims arising out of or related to work performed in or about the Sub-Leased Premises by or on behalf of Sub-Lessee. Sub-Lessee shall notify contractor making improvements to the Sub-Leased Premises that the interest of the Sub-Lessor in the Sub-Leased Premises shall not be subject to liens for said improvements to or other work performed in or about the Sub-Leased Premises by or on behalf of Sub-Lessee.

Section 10. Assignment and Subletting. Sub-Lessee may not assign or encumber its interest in this Agreement or in the Sub-Leased Premises, or lease all or any part of the Sub-Leased Premises.

Section 11. Sub-Lessor's Right of Entry. Sub-Lessor and Sub-Lessor's authorized representative shall, upon at least twenty-four (24) hours' notice to Sub-Lessee or Sub-Lessee's authorized representative, have the right to enter the Sub-Leased Premises for any of the following purposes: to determine whether the Sub-Leased Premises are in good condition and whether Sub-Lessee is complying with its obligation under this Agreement; or, to serve, post or keep posted any notices required or allowed under the provisions of this Agreement or, to make repairs to the Sub-Leased Premises. Sub-Lessor shall have the right to waive such notice requirement in an emergency situation. Sub-Lessor shall not be liable in any manner for any inconvenience, disturbance, nuisance, or other damage arising out of Sub-Lessor's entry on the Sub-Leased Premises, except damage resulting from the acts or omissions of the Sub-Lessor or its authorized representatives.

Section 12. Insurance.

A. Sub-Lessee shall maintain "all-risk" property insurance, including furniture, fixtures and equipment, for the full replacement value of such property. Likewise, Sub-Lessor shall maintain "all-risk" property insurance, including loss of rental income, covering the building and other related structures and its personal property together with the value of any tenant improvements

made to, on or within the Sub-Leased Premises for the full replacement value of such property and any income in connection therewith. Notwithstanding anything stated to the contrary herein, each party hereby agrees to waive and release the other from all claims related to or arising out of damage to its respective property, howsoever caused, to the extent the claim or damage is covered by its respective insurance whether or not said insurance was in effect as required. Each party also agrees to require its respective insurance carrier to provide a waiver of subrogation in favor of the other party. In the event the cost of premiums on said fire and extended insurance increases due to the hazardous nature of the use and occupancy by the Sub-Lessee of the Sub-Leased Premises, then the entire increase in insurance cost shall be paid by Sub-Lessee in a lump sum within thirty (30) days following receipt of invoice from the Sub-Lessor. Any increase in insurance premiums payable by Sub-Lessor during the lease term due to changes in insurance rate or insurable value shall be reimbursed, to the extent of Sub-Lessee's pro-rated share of such increase, by the Sub-Lessee and shall be payable in a lump sum within thirty (30) days following receipt of a periodic invoice from Sub-Lessor, provided however no reimbursement by Sub-Lessee shall be owed during the first full year of Sub-Lessee's initial Sub-Lease Term.

B. Without waiving its sovereign immunity or the limitations of Section 768.28, Florida Statutes, Sub-Lessee shall procure and maintain at its expense throughout the term of this Agreement, the following insurance policies:

1. General liability insurance in an amount not less than \$1,000,000.00 per occurrence, with a general aggregate limit of at least \$2,000,000.00 to cover the Sub-Lessee, Sub-Lessor and any others designated by Sub-Lessor against liability for injury and/or death of any persons or persons and for damage to personal property occasioned by or arising out of any construction, condition, use or occupancy of the Sub-Leased Premises.
2. Fire/casualty and extended coverage insurance in an amount not less than one hundred percent (100%) of the full replacement cost of Sub-Lessee's furniture, equipment, supplies and any other property owned, leased, held or possessed by it.
3. Said insurance policies shall carry the name of the Sub-Lessee as the named insured and Sub-Lessor and any others designated by Sub-Lessor as additionally insured as their respective interest may appear and Sub-Lessee shall provide Sub-Lessor with a certificate of insurance prior to the lease commencement date and shall exhibit receipts showing payment of premiums on request from Sub-Lessor. Such policies shall further provide that the insurer shall not cancel, alter or allow expiration or other termination thereof without at least thirty (30) days prior written notice from such insurer to Sub-Lessor.

C. In lieu of the insurance required above, permission is hereby granted to Sub-Lessee to self-insure with limits as stipulated in Section 768.28, Florida Statutes (as amended), and provide a certificate of insurance evidencing its insurance or self-insurance.

Section 13. Default.

- A. **Sub-Lessee’s Default.** It shall be an event of default by Sub-Lessee (“**Event of Default**”) if:
1. Sub-Lessee fails to pay when due any rent or any other sum of money which Sub-Lessee is obligated to pay, as provided in this Lease Agreement.
 2. Sub-Lessee breaches or fails to perform any other agreement, covenant or obligation in this Agreement not expressly described in this “Default” Section and such breach or non-performance is not remedied within fifteen (15) days after the Sub-Lessor gives the Sub-Lessee notice specifying the breach or non-performance, or if such breach or non-performance cannot, with due diligence, be cured within fifteen (15) days, Sub-Lessee does not commence curing within fifteen (15) days and with reasonable diligence completely cure the breach or non-performance within a reasonable period of time after the notice; provided, however, if such breach or failure constitutes a violation of applicable laws, Sub-Lessee's right to cure shall not exceed the cure period provided by applicable laws.
 3. Sub-Lessee files any petition or action for relief under any creditor's law (including bankruptcy, reorganization, or similar action), either in state or federal court, or has such a petition or action filed against it which is not stayed or vacated within sixty (60) days after filing.
 4. Sub-Lessee makes any transfer in fraud of creditors as defined in Section 548 of the Code (as amended or replaced), has a receiver appointed for its assets (and the appointment is not stayed or vacated within thirty (30) days), or makes an assignment for benefit of creditors.
 5. Sub-Lessee vacates or abandons the Sub-Leased Premises.
 6. Sub-Lessee transfers this Agreement or any interest of Sub-Lessee whether voluntarily or by operation of law except as permitted in the “Assignment and Subletting” Section of this Agreement.
 7. This Agreement or any part of the Sub-Leased Premises is taken by process of law and is not released within fifteen (15) days after a levy;
 8. Sub-Lessee becomes insolvent or executes an assignment for the benefit of creditors; convenes a meeting of its creditors or any significant class thereof for purposes of effecting a moratorium upon or extension or composition of its debts; or if Sub-Lessee generally fails to pay its debts as they mature, or the occurrence of any of the foregoing with respect to any Guarantor, if any, of Sub-Lessee's obligations;

9. The admission in writing by Sub-Lessee (or any general partner of Sub-Lessee if Sub-Lessee is a partnership), that it is unable to pay its debts as they mature or it is generally not paying its debts as they mature;
 10. Any event which is expressly defined as or deemed an Event of Default under this Agreement.
- B. Sub-Lessor's Remedies.** If an Event of Default occurs under this Agreement, the Sub-Lessor may then or at any time thereafter, either:
1. Without further notice or other proceedings except as required by Florida law:
 - a. Terminate Sub-Lessee's right to possession and reenter and repossess the Sub-Leased Premises or any part and expel Sub-Lessee and those claiming through or under Sub-Lessee and remove the effects of both without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of Rent or preceding breach of this Agreement. Should Sub-Lessor reenter or take possession pursuant to legal proceedings or any notice provided for by Florida law, Sub-Lessor may, from time to time, without terminating this Agreement, re-let the Sub-Leased Premises or any part, either alone or in conjunction with other portions of the Leased Premises, for such periods (which may be greater or less than the period which would otherwise have constituted the balance of the Sub-Lease Term) and on such conditions and upon such other terms (which may include concessions of free rent and alteration and repair of the Sub-Leased Premises) as Sub-Lessor, in its sole discretion, determines and Sub-Lessor may collect the rents therefor. Unless otherwise provided by Florida law, Lessor is not in any way responsible or liable for failure to re-let the Sub-Leased Premises, or any part thereof or for any failure to collect any rent due upon such re-letting. If there is other unleased space in the Leased Premises, Sub-Lessor may lease such other space without prejudice to its remedies against Sub-Lessee. No such re-entry, repossession or notice from Sub-Lessor, or any other acts or omissions of Sub-Lessor, including maintenance, preservation, efforts to re-let the Sub-Leased Premises, or appointment of a receiver, shall be construed as an election by Sub-Lessor to terminate this Agreement unless specific notice of such intention is given Sub-Lessee. Sub-Lessor reserves the right following any reentry and/or re-letting to exercise its right to terminate this Agreement by giving Sub-Lessee notice, in which event this Agreement will terminate as specified in the notice, or at Sub-Lessor's option.
 2. Give Sub-Lessee notice of termination of this Agreement on the date specified and, on such date, Sub-Lessee's right to possession of the Sub-Leased Premises shall cease and the Agreement will terminate except as to Sub-Lessee's liability as

hereafter provided as if the expiration of the term fixed in such notice were the end of the Sub-Lease Term.

Section 14. Early Termination. Sub-Lessor and Sub-Lessee understand that the rent for this lease is funded with local funds and agree to allow for this Agreement's early termination with one hundred eighty (180) days prior written notice should said funding be discontinued for any reason prior to the expiration date specified in this Agreement.

Section 15. Access to Facility and Leased Premises.

A. **Access to Leased Premises.** The Sub-Lessee shall have unlimited and exclusive access to the Sub-Leased Premises. The Sub-Lessor shall have no liability to the Sub-Lessee, its employees, volunteers agents, invitees, or licensees for losses due to theft or burglary (unless caused by the negligent acts or omissions of the Sub-Lessor or its authorized agent) or for damages done by unauthorized persons on the Sub-Leased Premises, and the Sub-Lessor is not required to insure against any such losses. The Sub-Lessee shall cooperate fully in the Sub-Lessor's efforts to maintain security within the Sub-Leased Premises and shall follow all regulations promulgated by the Sub-Lessor with respect thereto.

B. **Parking.** The Sub-Lessor hereby grants to the Sub-Lessee use of parking spaces adjacent to and/or located upon the property surrounding the building in which the Sub-Leased Premises are located. Said parking to be designated for the non-exclusive use of Sub-Lessee's employees and clients at all times during which the Sub-Lessee operates it facility. No vehicle abandoned or disabled or in a state of non-operation or disrepair shall be left upon the property of the Sub-Lessor, and Sub-Lessee shall enforce this restriction against Sub-Lessee's employees, agents, visitors, licensees, invites, contractors and customers.

C. **Keys to Leased Premises.** The Sub-Leased Premises currently has locks that are owned and maintained by the Sub-Lessor. Pursuant to this provision:

1. The Sub-Lessor shall be responsible for issuing all keys necessary to access the Sub-Leased Premises to the Sub-Lessee; and
2. The Sub-Lessee shall notify the Sub-Lessor of any need to replace keys and/or change the locks and shall be solely responsible for the cost of replacing lost keys and/or changing the locks if such actions are performed at the Sub-Lessee's request.

Section 16. Interruption of Service. Sub-Lessor does not warrant that any services to be provided by Sub-Lessor, or any third party, will be free from interruption due to causes beyond Sub-Lessor's reasonable control. In the event of temporary interruption of services or unavoidable delays in the making of repairs by a third party, the same shall not be deemed an eviction or disturbance of Sub-Lessee's use and possession of the Sub-Leased Premises nor render Sub-Lessor liable to Sub-Lessee for damages. Unavoidable delays shall be deemed to included delays in the performance of any of the obligations this Agreement resulting from acts of God, strikes, lockouts or other disturbances; acts of civil disobedience; orders of any kind of the government of the State

of Florida or the United States of America or any of their departments, agencies or officials, or any civil or military authority, or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent.

Section 17. Indemnification.

A. To the fullest extent permitted by law, the Sub-Lessor shall indemnify and hold harmless the Sub-Lessee, its officials and employees from and against any and all claims, actions, liabilities, losses, costs and expenses of any nature whatsoever, including, but not limited to, reasonable attorneys' fees and other costs of investigating and defending any such claim or action which may be asserted against either party in connection with the use of the Sub-Leased Premises.

B. To the fullest extent permitted by Section 768.28, Florida Statutes, the Sub-Lessee shall indemnify and hold harmless the Sub-Lessor, its officials, employees, and agents from and against any and all claims, actions, liabilities, losses, costs and expenses of any nature whatsoever, including, but not limited to, reasonable attorneys' fees and other costs of investigating and defending any such claim or action which may be asserted against either party in connection with the use of the Sub-Leased Premises. Nothing contained herein shall constitute a waiver of the Sub-Lessee's sovereign immunity or the provisions of Section 768.28, Florida Statutes.

C. The foregoing shall not constitute an agreement by either the Sub-Lessee or the Sub-Lessor to assume liability for the acts, omissions and/or negligence of the other Party.

Section 18. Party Relationship. The Sub-Lessee's relationship with the Sub-Lessor shall be that of a tenant and landlord, respectively. Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between the Sub-Lessee and the Sub-Lessor. The Sub-Lessee's employees and volunteers shall not be considered, or in any way be construed as, employees or agents of the Sub-Lessor for any purpose, including any Worker's Compensation purposes. Neither party shall have the power or authority to bind the other in any promise, agreement, nor representation other than as specifically provided for in this Agreement.

Section 19. Redelivery of Leased Premises. The Sub-Lessee shall, on the expiration of this Agreement, deliver the Sub-Leased Premises in as good order and condition as received on the Lease Effective Date with the exception of reasonable use and ordinary wear and tear of the Sub-Leased Premises. The Sub-Lessee shall promptly surrender all keys to the Sub-Leased Premises to the Sub-Lessor.

Section 20. General Provisions.

A. **Compliance.** Sub-Lessor understands that Sub-Lessee has government mandated requirements for approving leases. Sub-Lessor acknowledges and agrees to comply with the legal requirements for lease execution applicable to lessee.

B. **Recording.** This Agreement may not be recorded in the appropriate County or City recording offices.

C. **Validity.** It is understood and agreed that in the event any provision of this Agreement shall be adjudged, decreed, held or ruled to be invalid, such portion shall be deemed severable, and it shall not invalidate or impair the agreement as a whole or any other provision of the agreement.

D. **Counterparts.** This Agreement may be executed in two or more counterpart copies, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this document to physically form one document. The counterparts of this Agreement and all Schedules and Exhibits may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

E. **Warranty of Quiet Enjoyment.** Sub-Lessee, upon keeping and performing the covenants of this Agreement to be performed by Sub-Lessee, shall peacefully and quietly hold, occupy, and enjoy said premises during said Sub-Lease Term without any let, hindrance or molestation by Sub-Lessor or any persons lawfully claiming under Sub-Lessor.

F. **Holdover.** In the event Sub-Lessor and Sub-Lessee are negotiating in good faith a renewal, extension, option, or new lease for the Sub-Leased Premises, and the Sub-Lessee remains in the Sub-Leased Premises beyond the expiration or earlier termination of the Sub-Lease Term, the tenancy may be extended on a month to month basis under the same terms and conditions of this Agreement at the rental rate in effect during the last 30 days of the Sub-Lease Term.

G. **RADON GAS - NOTICE TO PROSPECTIVE TENANT.** RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT, PURSUANT TO SECTION 404.056(5), FLORIDA STATUTES.

H. **Governing Law.** The Laws of the State of Florida shall govern the validity, performance and enforcement of this Lease Agreement.

I. **No Consent to Sue.** The provisions, terms, or conditions of this Agreement shall not be construed as consent of the Federal Government, State of Florida, or any other non-Party entity to be sued because of said leasehold.

J. **Severability.** If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws, the remainder of this Agreement shall not be affected thereby, and in lieu of each clause or provision of this lease which is illegal, invalid or unenforceable, there shall be added as a part of this lease a clause or provision as nearly identical to the said clause or provision as may be legal, valid and enforceable.

K. **Litigation and Venue.** In the event a party deems it necessary to take legal action to enforce any provision of this Agreement, the venue shall be in the Circuit Court of the Ninth Judicial Circuit in Orange County, Florida. In the event of litigation, each party shall be responsible for its own attorney and other related legal fees and expenses. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO DEMAND THAT ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE RELATIONSHIP OF THE PARTIES BE TRIED BY JURY.

L. **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement shall constitute, or be in any way construed to be, a waiver of the Sub-Lessee's sovereign immunity or the protections and provisions of Section 768.28, Florida Statutes.

M. **Remedies.** No remedy in this Agreement conferred upon any Party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any Party of any right, power, or remedy under this Agreement shall preclude any other or further exercise of any right, power, or remedy.

N. **Liability.** The Sub-Lessee shall not be liable to Sub-Lessor for any special, consequential, incidental, punitive, or indirect damages arising from, or relating to, this Agreement or any breach by the Sub-Lessor of this Agreement, regardless of any notice of the possibility of such damages.

O. **Attorneys' Fees and Costs.** Unless explicitly stated otherwise in this Agreement, the parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any litigation that arises either directly, or indirectly, from this Agreement.

P. **No Representations.** Each Party represents that they have had the opportunity to consult with an attorney, and have carefully read and understand the scope and effect of the provisions of this Agreement. Neither party has relied upon any representations or statements made by the other party to this Agreement which are not specifically set forth in this Agreement.

Q. **Compliance with Laws and Regulations.** Sub-Lessee shall comply with all Federal, State, County and City laws, ordinances, rules and regulations affecting or respecting the use or occupancy of the Sub-Leased Premises by the Sub-Lessee or the business at any time thereon transacted by the Sub-Lessee, and Sub-Lessee shall comply with all reasonable rules which may

be hereafter adopted by Sub-Lessor for the protection, welfare and orderly management of the Sub-Leased Premises and its lessees or occupants.

R. **Eminent Domain.** If the whole or any part of the property of which the Sub-Leased Premises is a part, shall be taken by any public authority under the power of eminent domain, so that the Sub-Lessee cannot continue to operate in the Sub-Leased Premises, then the term of this Agreement shall cease as of the day possession is taken by such public authority. The amount awarded for any taking under the power of eminent domain shall be governed by the Primary Lease.

S. **Headings.** The headings or captions of articles, sections, or subsections used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

T. **Survivorship.** Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Agreement, including, by way of example only, the indemnification and public records provisions, shall survive the expiration, cancellation, or termination of this Agreement.

U. **Authority of Signatory.** Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform this Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Agreement as stated.

V. **No Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to, or shall confer, upon any person, other than the parties, and the respective successors and permitted assigns of the parties, any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.

W. **Written Modification.** Unless otherwise explicitly stated in this Agreement, no modification of this Agreement shall be binding upon any party to this Agreement unless reduced to writing and signed by a duly authorized representative of each party to this Agreement.

X. **Brokerage.** Each of Sub-Lessor and Sub-Lessee represents and warrants to the other that it has dealt with no brokers, salespersons, finders or others to whom Sub-Lessor might be required to pay a commission in connection with this Agreement, and shall indemnify and hold the other harmless from and against any commissions, fees, or other similar amounts payable by the other on account of this Agreement which arises in violation of this sentence.

Y. **Successors and Assigns.** The covenants and agreements contained herein shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

Z. **No Waiver.** No waiver by Sublessor of any provisions hereof shall be deemed a waiver of any other provision or of any subsequent breach by Sublessee of the same or any other provision.


Section 21. Entire Agreement. This Agreement, and any attached or incorporated documents set forth in this Agreement, constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement. This Agreement supersedes any and all prior leases, agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this Agreement.

[SIGNATURES ON FOLLOWING PAGES]

Fire Rescue Mask Fit Training – Centra Care
Lease File #2054

IN WITNESS WHEREOF, the Sub-Lessor and the Sub-Lessee have caused this instrument to be executed by their respective officers and parties thereunto duly authorized.

SUB-LESSOR:
**ADVENTIST HEALTH SYSTEM/SUNBELT,
INC. D/B/A ADVENTHEALTH CENTRA
CARE**

By: 
Print Name: BRENT SMYSER
Title: Vice President
Date: 9-17-2020

CONSENT OF LESSOR

The undersigned BMRS ORANGE AVENUE, LLC, a Florida limited liability company (“Lessor”), subject to Section 6.4 of the Primary Lease, hereby consents to the foregoing Sub-Lease Agreement between ADVENTIST HEALTH SYSTEM/SUNBELT, INC., d/b/a/ ADVENTHEALTH CENTRA CARE, (as “Sub-Lessor”) and ORANGE COUNTY, FLORIDA (as “Sub-Lessee”), provided that: (a) in no event shall said Sub-Lease Agreement be construed to modify, waive, impair or alter any of the provisions of the Primary Lease or any of the rights of the undersigned thereunder, (b) the Sub-Lease Agreement shall at all times be subject and subordinate to the Primary Lease and all of the provisions thereof, (c) this Consent of Lessor shall not be construed as a consent by the undersigned to any further assignment or subletting by either of the parties to the Sub-Lease Agreement, and (d) Sub-Lessor under the Primary Lease shall remain liable under the terms and conditions of the Primary Lease, and the undersigned’s consent to the Sub-Lease Agreement and its terms and conditions shall in no way constitute or be deemed a release of Sub-Lessor from any or all obligations under the Primary Lease.

“LESSOR”

BMRS ORANGE AVENUE, LLC, a Florida
limited liability company

By: _____
Print Name: Paul Socarras
Title: Manager
Date: October 29, 2020

Fire Rescue Mask Fit Training – Centra Care
Lease File #2054

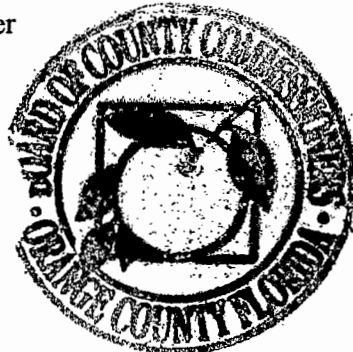
IN WITNESS WHEREOF, the Sub-Lessor and the Sub-Lessee have caused this instrument to be executed by their respective officers and parties thereunto duly authorized.

SUB-LESSEE:
ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: *Jerry L. Demings*
for Jerry L. Demings
Orange County Mayor
Date: 10 February 2021

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

By: *Craig Stopyfa*
for Deputy Clerk
Printed Name: Craig Stopyfa
Date: FEB 10 2021



Fire Rescue Mask Fit Training – Centra Care
Lease File #2054

EXHIBIT "A"
THE PRIMARY LEASE

**Orange
Avenue
Contract**

ARTICLE I DEMISING CLAUSE AND DEFINED TERMS

1.1 Demising Clause. This lease (the "Lease") is made and entered into by and between Landlord and Tenant, as defined below, as of the Date of Lease. In consideration of the mutual covenants made herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises as defined below, on all of the terms and conditions set forth herein.

1.2 Defined Terms. The terms listed below shall have the following meanings throughout the Lease:

"ADMINISTRATION FEE": An annual administration fee equal to 2.5% of the Annual Base Rent, which shall be payable monthly, in advance, to Landlord.

"ADVANCE RENT": Advanced Rent in the amount of \$21,097.91 shall be paid by Tenant on the Date of the Lease and shall be applied to Tenant's obligation for Annual Base Rent for the first month for which such rent is due.

"ANNUAL BASE RENT":

<u>Lease Year</u>	<u>Annual Base Rent</u>	<u>Monthly Payment</u>
Year 1:	\$247,000.00	\$20,583.33
Year 2:	\$254,410.00	\$21,200.83
Year 3:	\$262,042.30	\$21,836.86
Year 4:	\$269,903.57	\$22,491.96
Year 5:	\$278,000.68	\$23,166.72

"BROKER(S)": NONE.

"BUILDING": The building which contains approximately 6,500 square feet, which is located on the Lot and constitutes a portion of the Premises.

"COMMENCEMENT DATE": The Commencement Date shall be the earlier of the date the Premises has been issued, by the applicable governmental authority, a certificate of occupancy (or the local equivalent), or the date that is sixty (60) days after Landlord substantially completes Landlord's Work (as hereinafter defined) and delivers or tenders possession of the Premises to the Tenant as evidenced by written notice thereof from Landlord to Tenant.

"DATE OF LEASE": The date on which the last party has executed this Lease as indicated on the signature page of this Lease.

"DEED RESTRICTIONS": All of the use and other restrictions applicable to the Premises and the Lot, included, but not limited to, any and all existing development orders, easements, declarations of restrictions, agreements, any description and design standards,

declarations of condominiums, articles, by-laws and any other restrictions, rules or regulations governing the Premises and the Lot, all as may be amended from time to time.

"LANDLORD": BMRS PROPERTY HOLDINGS, LLC, a Florida limited liability company.

"LANDLORD'S ADDRESS": 3708 S. Conway Road
Orlando, Florida 32812

"LEASE YEAR": The first Lease Year shall be twelve full calendar months beginning on the Commencement Date, provided that if the Commencement Date is other than the first day of a calendar month, the first Lease Year shall be the period of time from the Commencement Date to the last day of the twelfth full calendar month following the month in which the Commencement Date shall have occurred. Each subsequent Lease Year shall be a consecutive twelve month period.

"LOT": The legal parcel on which the Building sits, and which is more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference.

"PERMITTED USES": Tenant shall use the Premises only for a retail urgent care facility and ancillary uses thereto, and for no other purpose whatsoever.

"PREMISES": The Lot and the Building, which is more particularly shown on Exhibit "A" attached hereto and incorporated here by this reference.

"RENEWAL PERIOD": Tenant shall have one (1) option to renew and extend the Term of this Lease for an additional five (5) years (the "Renewal Period") in accordance with Section 2.2 (c).

"SECURITY DEPOSIT": This amount shall be equal to Ten Thousand and No/100 Dollars (\$10,000.00).

"SHOPPING CENTER": Any applicable shopping center to which the Premises is a part of.

"SHOPPING CENTER RESTRICTIONS": All of the use and other restrictions applicable to the Shopping Center or the Premises, including, but not limited to, any and all existing declarations, easements, development orders, covenants, conditions any other restrictions (whether of record or not), or rules or regulations governing the Shopping Center or the Premises, all as may be amended from time to time.

"TAXES": Any form of assessment, rental tax, license tax, community development district payments, business license fee, levy, charge, tax or similar imposition imposed by any authority having the power to tax or assess including any city, county, state, community development district or federal government, or any school, agricultural, lighting, library, drainage or other improvement or special assessment district, as against the Premises or any part

thereof or any legal or equitable interest of Landlord therein, or against Landlord by virtue of its interest therein. Landlord's income shall not be included in "Taxes".

"TENANT": ADVENTIST HEALTH SYSTEM / SUNBELT, INC., a Florida not for profit corporation, d/b/a FLORIDA HOSPITAL CENTRA CARE.

"TENANT'S ADDRESS": 901 N. Lake Destiny Drive, Suite 400, Maitland, Florida 32751.

"TERM": Five (5) full Lease Years, plus the period from delivery of possession of the Premises until the Commencement Date as defined below.

ARTICLE II PREMISES AND TERM

2.1 The Premises. Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, at the Rent, and upon the terms and conditions set forth in this Lease, the Premises.

2.2 Term.

(a) Binding Effect. Both parties shall be bound by all of the terms and conditions of the Lease as of the Date of Lease and continuing through the entire Term of the Lease.

(b) Notice of Lease Term Dates. The dates upon which the Term shall commence and end shall be confirmed in Landlord's Notice of Lease Term Dates (the "Notice") in the form attached hereto as Exhibit "C" and incorporated herein by this reference. Landlord shall deliver to Tenant such Notice after Landlord delivers or tenders possession of the Premises to Tenant and Tenant shall promptly return to Landlord a countersigned original of the Notice; provided, however, that Landlord's failure to deliver the Notice or Tenant's failure to return the same shall not in any way delay the Commencement Date.

(c) Renewal Period. At the end of the Term, provided Tenant is not in default under this Lease beyond the expiration of any applicable cure period, Tenant shall have the option to extend the Term for the Renewal Period upon the same terms and conditions set forth in this Lease, excluding Annual Base Rent, which shall be increased to the then existing "market rent" for similar spaces in similar retail centers in Orlando, Florida, but in no event whatsoever shall such Annual Base Rent for any year in such Renewal Period be less than one hundred and three percent (103%) of the preceding year's rent. Tenant shall exercise each Renewal Period by providing written notice to Landlord thereof on or before twelve (12) months prior to the expiration of the original Term or any subsequent Renewal Period, as the case may be. Thereafter, if Tenant elects to renew this Lease in accordance with this Section 2.2(c), Landlord and Tenant shall have thirty (30) days from date of such renewal notice in which to mutually agree upon, in writing, the market base rent for the first Lease Year of such Renewal Period, which shall then escalate by three percent (3%) per year thereafter for the remainder of the applicable Renewal Period. If the parties hereto cannot agree on such market rent for the first Lease Year of the applicable Renewal Period within said thirty (30) day period, they shall jointly

select an appraiser to determine said market rent within ninety (90) days from the date of Tenant's notice to Landlord electing to renew the Lease, and such appraiser's determination shall be final for the first Lease Year of the applicable Renewal Period and escalating by three percent (3%) per year thereafter for the remainder of the applicable Renewal Period; provided, however, that if such market rent (as may be determined by the above referenced appraiser) is less than the minimum increase of 103% of the preceding year's rent, the new rent shall be 103% of the preceding year's rent and escalate by three percent (3%) per year thereafter for the remainder of the applicable Renewal Period. All references to the "Term" or the "Term of this Lease" shall, unless the context clearly indicates a different meaning, be deemed to include any properly exercised Renewal Period.

ARTICLE III RENT

3.1 Annual Base Rent.

(a) Annual Base Rent. Commencing on the Commencement Date, and for the balance of the Term, Tenant shall pay the Annual Base Rent, plus applicable sales tax, each month in advance on the first day of each calendar month during the Term, and a proportionate part of such monthly installment shall be payable for any fraction of a calendar month occurring at the beginning or end of the Term. All payments shall be made to Landlord at Landlord's Address or such other place as Landlord may designate in writing, without prior demand and without abatement, deduction or offset. All charges to be paid by Tenant hereunder, other than Annual Base Rent, shall be considered additional rent for the purposes of this Lease, and the words "rent" or "Rent" as used in this Lease shall mean both Annual Base Rent and such additional rent unless the context specifically or clearly indicates that only the Annual Base Rent is intended.

(b) Sales Tax. In addition to Annual Base Rent, additional rent and other amounts due Landlord hereunder, Tenant shall pay to Landlord and Landlord shall promptly remit to the appropriate governmental authorities any sales tax payable pursuant to Florida Statute 212.031 or any tax in lieu thereof imposed pursuant to any amendment or recodification of said statute or any substitution for such statute on the Rent required in this Lease.

3.2 Taxes, Administration Fee and Property Owners' Assessments.

(a) Taxes. Tenant shall be responsible for, at its sole cost and expense, the payment of all Taxes due and payable on the Premises during the Term of this Lease, which such payment shall be made directly to the Orange County Property Appraiser, or the applicable taxing authority, by no later than the date which is thirty (30) days prior to the date on which such Taxes become delinquent. Upon making the foregoing payments, Tenant shall provide Landlord with a receipted tax bill along with the applicable sales tax due on such tax payment within ten (10) days of the date said tax payment was paid. Landlord shall provide Tenant with a copy of all Tax bills received on the Premises promptly upon receipt of the same. The Taxes shall be prorated on a per diem basis for any partial tax years falling within the Term.

(b) Administration Fee. Commencing on the Commencement Date, and continuing for the balance of the Term, Tenant shall pay Landlord the Administration Fee each month in advance on the first day of each calendar month.

(c) Property Owners' and Condo Assessments. Tenant shall be responsible for, at its sole cost and expense, the prompt payment of any and all expenses, costs or assessments and dues assessed against the Premises by any property owners' or condominium association or other form of association or expenses related to any Deed Restrictions currently in existence or as may be hereinafter created or as the same may be assessed by any adjacent property owners or others under any agreements relating to the Premises (the "Association"). Landlord shall forward any and all invoices or bills for such Association expenses or assessments to the Tenant upon receipt of the same, and Tenant shall have until the due date of such invoice or bill in which to remit payment for said invoice or bill directly to the Association. Tenant shall be responsible for the payment of any late fees or interest charged Landlord as a result of Tenant's failure to make said Association assessment payments by the applicable due date.

3.3 Interest and Late Charges. If Tenant fails to pay within five (5) days after the date due and payable, any rent, additional rent or other amounts payable under this Lease, then in addition to and without prejudice to Landlord's other remedies, such unpaid amounts shall bear interest at the rate of twelve percent (12%) per annum (the "Interest Rate"), but in no event shall such Interest Rate exceed the maximum interest rate permitted by the applicable state law, from the date due to the date of payment. In addition, if Tenant fails to pay any monthly installment of Annual Base Rent by the fifth (5th) day of the month in which the installment is due, a late charge equal to five percent (5%) of the installment shall be assessed; provided that in no event may any late charge and/or interest provided in this Section exceed the maximum permitted by law or be imposed prior to the date permitted by law. In the event any check, draft, money order or other instrument by which Tenant attempts to pay rent hereunder is returned for insufficient funds or for any other reason is dishonored, Tenant shall pay Landlord a service charge of the highest amount allowed by law, or if there is no statutory provisions for the same then not to exceed \$25.00 or five percent (5%) of the face amount of the instrument, whichever is greater, in addition to all applicable late charges.

3.4 Payment of Rent. All Rent payments provided in this Lease shall be: (i) prorated on a daily basis for partial months or partial years; (ii) made payable to Landlord; (iii) be paid in lawful U.S. currency; and (iv) delivered to Landlord's Address, until notice to the contrary is given by Landlord. Rent shall be deemed paid when received by Landlord. At Landlord's discretion, all payments made by Tenant shall be applied to amounts payable by Tenant in the following order: first to interest and late charges, second to additional rent, and third to installments of Annual Base Rent. Landlord reserves the right, at any time after any event of default or following the return of any check of Tenant for insufficient funds, to require any payments to be made by Tenant by virtue of this Lease to be made by cashier's check or similar mode of payment.

3.5 Tenant's Electricity and Other Utilities. Tenant shall be responsible for the connection and payment of all charges for all gas, electricity, telephone and other utility services

used, rendered or supplied upon or in connection with the Premises and shall indemnify Landlord against any liability or damage on such account.

ARTICLE IV CONSTRUCTION

4.1 Improvements by Landlord. Landlord agrees to construct the Premises substantially in accordance with the plans and specifications (the "Plans and Specifications") to be approved by the parties and attached hereto as Exhibit "D" (the "Landlord's Work"). Provided the Plans and Specifications are substantially similar to the plans for the Winter Garden Centra Care location (a/k/a Fowler Groves), the parties agree not to unreasonably withhold, condition or delay approval of the Plans and Specifications. Landlord shall also be responsible for the payment of the applicable impact fees on the Building for general office use only, and Tenant shall be responsible for the payment of any additional impact fee amounts necessary for its Permitted Use.

Prior to the delivery of possession of the Premises, Tenant shall have the right, at its own risk, to enter upon the Premises for the purpose of taking measurements therein and for any other purpose expressly permitted by Landlord; provided, however, that such entry shall not interfere with or obstruct the progress of the work being done by Landlord. By occupying the Premises after the delivery of possession to install fixtures, facilities or equipment, or to perform finishing work, or for any other purpose, Tenant shall be deemed to have accepted the same and to have acknowledged that the Premises are in the condition required by this Lease.

4.2 Alterations by Tenant.

(a) Landlord's Consent. Tenant shall not make any alterations, decorations, additions, installations, substitutes or improvements (hereinafter collectively called the "Alterations") in and to the Premises, without first obtaining Landlord's written consent, which such consent shall not be unreasonably withheld. Landlord shall have no obligation to consent to Alterations of a structural nature that would violate the Certificate of Completion for the Building or any applicable law, code or ordinance or the terms of any mortgage affecting the Premises. Tenant shall pay Landlord's reasonable costs of reviewing or inspecting any proposed Alterations. Alterations, as described above, shall include, but are not limited to, any marketing signs, monument signs, identifying signs or any lettering whatsoever on the exterior of the building or on the Premises.

(b) Workmanship. All work on any Alterations shall be done at reasonable times in a first-class workmanlike manner, by contractors approved by Landlord, according to plans and specifications previously approved by Landlord. All work shall be done in compliance with all applicable laws, regulations, and rules of any government agency with jurisdiction, and with all regulations of the Board of Fire Underwriters or any similar insurance body or bodies. Tenant shall be solely responsible for the effect of any Alterations on the Building's structure and systems, notwithstanding that Landlord has consented to the Alterations, and shall reimburse Landlord on demand for any costs incurred by Landlord by reason of any faulty work done by

Tenant or its contractors. Upon completion of any Alterations, Tenant shall provide Landlord with a complete set of "as-built" plans.

(c) Tenant Shall Not Cause or Allow Liens. Nothing in this Lease shall grant or confer unto the Tenant the right to lien, mortgage or encumber in any way the Premises, the real property of the Landlord, or any improvements thereon, nor subject said property to any encumbrance; the Tenant has no right whatsoever to cause or allow any lien, mortgage or encumbrance to attach to or be asserted against the Premises; the Tenant alone shall be liable and responsible for work, services, labor, and materials furnished to the Premises by order of the Tenant or its agents or subcontractors. Construction liens are expressly prohibited under this Lease.

The Tenant shall have no power to do any act or make any contract which may create or be the foundation of any lien, mortgage or other encumbrance upon the Premises, the estate of the Landlord or any interest of the Landlord in the Premises, or upon or in any building or buildings or improvements now or hereafter erected or placed thereon. It is agreed that, should the Tenant cause any improvements, alterations or repairs to be made to the Premises or materials furnished or labor performed therein or thereon, neither the Landlord nor the Premises nor any improvements shall in any consideration be liable for the payment of any expenses incurred or the value of any work done or materials furnished to the Premises or any part thereof, and all such improvements, alterations, repairs, materials and labor shall be done at the Tenant's expense and the Tenant shall be solely and wholly responsible to contractors, laborers, materialmen, and other lienors furnishing work, services, labor, or material to the Premises or any part thereof.

The Tenant agrees to indemnify and hold harmless the Landlord from and against any and all liens and other obligations and liabilities incurred by the Landlord or claimed or charged against the Premises on account of any improvements, alterations, or repairs made or claimed to have been made to the Premises by or on behalf of Tenant; and the Tenant shall promptly pay or otherwise discharge any and all such obligations, liabilities, claims, expenses and liens, including any material or labor liens asserted or claimed against the Premises or any part thereof. In no event shall the Premises, the Landlord, or any of the Landlord's property, be liable for or chargeable with any expenses or liens for work, labor or materials used in the Premises or in any improvement or change thereof at the request of, upon the order of, or to discharge the obligations of the Tenant. Nothing in this Lease will be deemed or construed in any way as constituting the consent or request of the Landlord, expressed or implied, to any person for the performance of any labor or service or furnishing of any material to all or any part of the Premises, nor as giving the Tenant any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would or might give rise to any construction lien or any other liens against the Landlord's fee interest in the Premises. Upon request by the Landlord, the Tenant shall deliver to the Landlord proof of payment, reasonably satisfactory to the Landlord, of all costs incurred or arising out of any such alterations, additions or improvements.

If Tenant enters into any contract to improve, repair, or maintain the Premises or which might otherwise subject the Premises to any encumbrance, the Tenant shall obtain from any such contractor or vendor a payment bond with a penal sum which is no less than the entire contract

amount and issued by a surety insurer authorized to do business in the State of Florida. Such payment bond shall list Landlord as an owner/claimant, a copy of which shall be delivered to Landlord prior to the date of commencement of work by any party, a copy of which shall be attached to the notice of commencement, and which shall comply with the requirements of Section 713.23, Florida Statutes, and shall not be a Section 713.245, Florida Statutes, conditional payment bond.

Tenant agrees that if any construction or other lien is filed against Landlord's or Tenant's interest in this Lease or in the Premises by reason of labor, services or materials supplied or claimed to have been supplied to Tenant, or anyone holding the Premises through or under Tenant, or if any tax lien is filed against Tenant, Tenant shall cause the lien to be discharge of record within thirty (30) days after the date of filing, by bonding or otherwise. If Tenant fails to discharge the lien within the thirty (30) day period, then, in addition to any other right or remedy available to it, Landlord may, but shall not be obligated to, discharge the lien either by paying the amount claimed to be due or by giving security or in such other manner as may be prescribed by law. In that event, Tenant shall, within ten (10) days after written demand by Landlord, reimburse Landlord for all of its costs and expenses arising in connection with such lien (including reasonable attorneys' fees) together with interest thereon at the rate of interest provided in the subsection above titled "Interest and Late Changes" from the date Landlord made the payment until the date Tenant pays Landlord the same. The failure to timely discharge a lien and/or to timely reimburse Landlord shall be an event of default under the Lease. Nothing contained in this Section shall imply any consent or agreement on the part of Landlord to subject Landlord's estate to liability under any mechanics' or other lien law.

If Tenant at anytime undertakes any improvements, alterations, or repairs to the Premises, then Landlord shall have the following rights, in addition to all other rights and remedies that Landlord may invoke pursuant to this Lease or to applicable law:

- (1) Landlord shall have the right in its sole discretion to take control of, or to suspend the execution of work, if Tenant is in any respect in default of this Lease.
- (2) Landlord shall have the right from time to time to enter upon the Premises to inspect the work to ensure it is being performed in accordance with this Lease.
- (3) Landlord shall have the right in its sole discretion to make contact with and discuss the work with architects, engineers, contractors, subcontractors, sub-subcontractors, suppliers, and other persons providing services or materials in connection with the work.
- (4) Cause a memorandum or other evidence of the conditions and restrictions of this Section to be recorded in the Public Records of Orange County, Florida for the purpose of placing all contractors, subcontractors, sub-subcontractors, suppliers, and other lienors on notice of the prohibitions, conditions, and restrictions of this Section. Landlord shall also have the right, unilaterally and without the joinder, consent, or other participation of Tenant, to record an affidavit in the Public Records for the purpose of documenting the termination of this Lease, and for

demonstrating that the Premises are no longer encumbered or affected by this Lease, and that Tenant no longer has any right, title, claim, or interest to the Premises. All persons shall be entitled to rely on such an affidavit as conclusive evidence of the statements made therein and without further inquiry.

(d) Completion of Tenant's Alterations and Opening for Business.

Notwithstanding anything to the contrary in this Lease, Tenant shall complete all Alterations on the Premises and shall open for business to the public by no later than one hundred twenty (120) days from the date Landlord delivers or tenders possession of the Premises to Tenant as evidenced by written notice thereof from Landlord to Tenant.

(e) Removal. All Alterations affixed to the Premises shall become part thereof and remain therein at the end of the Term. However, if Landlord gives Tenant notice to remove any Alterations, Tenant shall do so and shall pay the cost of removal and any repair required by such removal. If, at the end of the Term, Tenant does not comply with Landlord's request to remove any such Alterations or any other personal property, trade fixtures, etc. within ten (10) of written notice from Landlord to Tenant, Landlord shall have the option to remove such items at Tenant's expense, and Tenant shall thereafter reimburse Landlord for such removal, plus an administrative fee equal to ten percent (10%) of the removal cost incurred by the Landlord, immediately upon demand from Landlord of the same. All of Tenant's personal property, trade fixtures, equipment, furniture, movable partitions, and any Alterations not affixed to the Premises shall remain Tenant's property.

ARTICLE V LANDLORD'S COVENANTS

5.1 Repairs and Maintenance. This is an "Absolute Net Lease" and, therefore, Landlord shall not have any responsibilities to maintain or repair the Premises, or any portion thereof.

5.2 Quiet Enjoyment. Upon Tenant's paying the rent and performing Tenant's other obligations, Landlord shall permit Tenant to peacefully and quietly hold and enjoy the Premises, subject to the provisions hereof.

5.3 Access to Premises. Landlord shall have reasonable access to the Premises to inspect Tenant's performance hereunder and to perform any acts required of or permitted to Landlord herein, including without limitation, the right to show the Premises to prospective tenants during the last twelve (12) months of the Term if Tenant has not exercised its upcoming Renewal Period or if there are no other Renewal Periods available. Landlord shall at all times have a key to the Premises, and Tenant shall not change any existing lock, nor install additional lock without Landlord's prior consent. Except in the case of any emergency, any entry into the Premises by Landlord shall be with twenty-four (24) hours prior notice.

5.5 Cease Providing Services. In case of Force Majeure as defined in the Section below titled "Force Majeure", no reduction or suspension of utility services by the respective utility companies or Tenant shall constitute an actual or constructive eviction or disturbance of Tenant's use or possession of the Premises. Landlord shall not be liable to Tenant for any

damages should the furnishing of any utilities be interrupted or required to be terminated. Nor shall any such interruption or cessation relieve Tenant from the performance of any of Tenant's covenants, conditions and agreements under this Lease.

5.6 Intentionally Deleted.

5.7 Excise Tax. If at any time during the Term, under the laws of the State in which the Premises is located, any political subdivision thereof, or any other governmental authority, a tax or excise on rents or other tax (excluding income tax), however described, including but not limited to assessments, charges or fees required to be paid, by way of substitution for or as a supplement to real estate taxes, or any other tax on rent or profits as substitution for or as a supplement to a tax levied against the Premises, Building, or the personal property, shall be levied or assessed against Landlord on account of the rental expressly reserved hereunder, then Tenant will pay to Landlord as additional rent said tax or excise so due on the rent.

5.8 Landlord's Insurance Requirements. Landlord shall carry and maintain, for the duration of the Term, the following types of insurance with respect to the Building and Property in such amounts or percentage of replacement value as Landlord or its insurance advisor deems reasonable in relation to the age, location, type of construction and physical condition of the Building and Property:

a. Property insurance coverage on the Building (excluding any property with respect to which the Tenant and any other tenants are obligated to insure).

b. Commercial General Liability insurance with respect to the Landlord's operation in the Building in the amount of at least One Million Dollars (\$1,000,000.00) per occurrence, with a General Aggregate limit of at least Two Million Dollars (\$2,000,000.00).

c. Any other forms of insurance as the Landlord or its mortgagee reasonably considers advisable. Such insurance shall be in such reasonable amounts and with such reasonable deductibles as would be carried by a prudent owner of a similar building, having regard to size, age, and location.

d. Tenant agrees to reimburse Landlord for the cost of this property insurance coverage on the Building and any other coverage Landlord maintains under this Section 5.8 within thirty (30) days after Landlord provides to Tenant the following: (i) a certificate of insurance evidencing such coverage; and (ii) an invoice from the insurer setting forth the cost of such coverage. Prior to the commencement of the Lease Term, and annually thereafter, Landlord shall deliver to Tenant certificates of insurance evidencing the insurance required by this Section.

ARTICLE VI TENANT'S COVENANTS

6.1 Duties to Operate, Maintain, Repair, Replace and Yield Up Premises. Tenant shall, at all times and at its own cost and expense, be responsible for the operation, maintenance, repair and replacement (including labor, supplies, materials and equipment) of all portions of the

Premises, including without implied limitation the operation, maintenance, repair and replacement of all landscaping and landscaped areas, the heating, ventilation and air-conditioning equipment (including compressors, fans and ventilation ducts), plumbing, electrical, windows, doors, roof, parking lot, sidewalks, dumpsters, on-site drainage, indoor and outdoor lighting, walls, and all other structural and non-structural portions of the Building. Tenant shall further be directly responsible for contracting with, hiring and overseeing the vendors chosen by Tenant to perform the foregoing operations, maintenance and repair. To the extent any contractor warranties on said equipment or system are in effect at the time of Tenant's occupancy and use of the Premises, Landlord shall assign or otherwise make available to Tenant such warranties for Tenant's use. Following the termination of this Lease, and prior to return of Tenant's security deposit, Tenant shall furnish Landlord with an inspection report from an HVAC maintenance company acceptable to Landlord that states the Premises heating, ventilation and air conditioning systems are operating properly and have not suffered from neglect. Failure by Tenant to provide Landlord with an HVAC inspection report, or for the report to state that the Premises heating, ventilation and air conditioning systems have been damaged as a result of neglect, shall result in Landlord applying part or all of Tenant's security deposit to obtain the inspection report or repair or replace any damaged equipment. In the event Tenant does not comply with requirements of this Section 6.1 within fifteen (15) days after receiving written notice from the Landlord, Landlord may make such repairs or conduct such maintenance and charge Tenant for the cost thereof as additional rent plus an administration fee equal to ten percent (10%) of the repair/maintenance costs incurred by Landlord.

All parts of the Premises (including the interior walls and exterior of the Building) shall be painted or otherwise decorated by Tenant when reasonably necessary, but at least every five (5) years. In connection with Tenant's duty to maintain the HVAC System, Tenant shall, or Tenant shall require a contractor to dispose of and/or recycle any CFCs and HCFCs in the HVAC System in accordance with all present and future laws, statutes, ordinances, regulations or any other requirements of any lawful governmental authority, agency or other private or public regulatory authority with jurisdiction over the Premises.

6.2 Energy Conservation. Tenant agrees to conserve the energy utilized at the Premises in order to maximize the effect thereof and to conserve energy consumption.

6.3 Use; Waste; Nuisance.

(a) General Use. Tenant shall use the Premises only for the Permitted Uses, and shall not use or permit the Premises to be used in violation of (i) any law or ordinance or any certificate of occupancy issued for the Building or the Premises, or (ii) any applicable Rules and Regulations issued at any time by Landlord for the Building. Tenant shall not cause, maintain or permit any nuisance in, on or about the Premises, or commit or allow any waste in or upon the Premises.

(b) Obstructions. Tenant shall not obstruct any portion of the Premises, and shall not, except as otherwise previously approved by Landlord, place or permit any signs, curtains, blinds, shades, awnings, aerials or flagpoles, or the like, visible from outside the Premises.

(c) Intentionally Deleted.

(d) Shopping Center, Deed Restrictions and Laws. During the Term, Tenant shall not use the Premises in violation of, and Tenant shall promptly comply with the following: (i) the Shopping Center Restrictions and Deed Restrictions; and (ii) any and all laws, ordinances, rules, regulations, permits, directives, standards, restrictions, and requirements of all federal, state, county and municipal governments and all departments and agencies thereof, including any special City of Orlando Districts or similar authorities, having jurisdiction over the Premises now or hereafter in effect. Tenant shall, at Tenant's sole cost and expense, make all changes to the Premises which are or hereafter may be required in order to comply with the foregoing. Tenant expressly covenants and agrees to indemnify and save Landlord harmless from any penalties, damages or charges imposed for any violation of any of the foregoing covenants, whether occasioned by Tenant or any person upon the Premises by license or invitation of Tenant or holding or occupying the Premises under or by right of Tenant. Tenant shall have no claim against Landlord for any damages should Tenant's use and occupancy of the Premises for the purposes set forth in this Lease be prohibited or substantially impaired by reason of any the Shopping Center Restrictions and Deed Restrictions, or any law, ordinance or regulation of federal, state, county or municipal governments or by reason of any part of any legal or governmental or other public authority.

(e) Acceptance of Premises and Disclaimer. Tenant acknowledges that Landlord has made no representation or warranty that the Premises are fit for Tenant's intended use. Without limiting the foregoing, Landlord has made no warranty or representation that applicable zoning, land use, and other laws, ordinances, codes, statutes, regulations, permits, and other governmental requirements and restrictions, including Shopping Center Restrictions and Deed Restrictions (collectively, "Laws") will permit the Permitted Uses on or within the Premises. Tenant shall bear all risk that any Laws preclude or restrict the Permitted Uses. **EXCEPT AS SPECIFICALLY STATED IN THIS LEASE, LANDLORD MAKES NO WARRANTIES OF WHATSOEVER KIND, NATURE, OR DESCRIPTION CONCERNING THE PREMISES OR THE USES PERMITTED THEREIN OR THEREFROM.**

6.4 Assignment; Sublease. Tenant shall not assign its rights under this Lease or sublet the whole or any part of the Premises without Landlord's prior written consent, which such consent shall be given at the Landlord's sole discretion. In the event that Landlord grants such consent, Tenant shall remain primarily liable to Landlord for the payment of all rent and for the full performance of the obligations under this Lease. Any assignment or subletting which does not conform with this Section shall be void and a default hereunder. Upon Tenant's request for an assignment of this Lease, Landlord reserves the right, at its option, to enter into a new lease directly with the proposed assignee, and Tenant shall be responsible for reimbursing Landlord the costs (including legal fees) incurred in reviewing or preparing such assignment or said new lease, as the case may be.

6.5 Indemnity. Tenant, at its expense, shall defend, indemnify, and hold harmless Landlord and its agents, employees, invitees, licensees and contractors from and against any

cost, claim, action, liability or damage of any kind arising from (i) Tenant's use and occupancy of the Premises or any activity done or permitted by Tenant in, on, or about the Premises, (ii) any breach or default by Tenant of its obligations under this Lease, or (iii) any negligent, tortious, or illegal act or omission of Tenant, its agents, employees, invitees, licensees or contractors.

6.6 Tenant's Insurance. At all times during the Term, Tenant shall carry and maintain, at its sole cost and expense, the following types of insurance:

(a) Commercial General Liability Insurance in the amount of at least One Million and No/100 Dollars (\$1,000,000.00) per occurrence, with a General Aggregate limit of at least Two Million and No/100 Dollars (\$2,000,000.00).

(b) Property Insurance covering Tenant's improvements, fixtures, furniture, inventory and equipment used in the Premises, providing protection to the extent of one hundred percent (100%) of the replacement cost of such property. This insurance shall also include Business Interruption coverage in an amount sufficient to cover the Annual Base Rent and other sums payable under this Lease for a period of twelve (12) months commencing with the date of loss.

(c) Statutory Workers' Compensation Insurance and Employer's Liability Insurance with minimum limits of at least \$500,000/\$500,000/\$500,000.

Each policy of insurance required above shall name Landlord, Landlord's mortgagee, the property manager, if any, and their respective agents and employees as additional insureds. Tenant shall not cancel or materially reduce or modify the required insurance coverage provided for herein without providing at least thirty (30) days' prior written notice. Prior to the commencement of the Lease Term, and annually thereafter, Tenant shall deliver to Landlord certificates of insurance evidencing the policies of insurance required by this Section, together with satisfactory evidence of proof of payment of premiums.

Notwithstanding anything to the contrary herein, Tenant shall have the right to provide and maintain any and/or all of the foregoing insurances required through one or more of Tenant's self-insured insurance programs.

6.7 Payment of Taxes. Tenant shall pay before delinquent all taxes levied against Tenant's personal property or trade fixtures in the Premises and any Alterations installed by or on behalf of Tenant. If any such taxes are levied against Landlord or its property, Landlord may pay such taxes, and Tenant shall upon demand repay to Landlord the portion of such taxes resulting from the foregoing. Tenant shall pay all reasonable costs, counsel and other fees incurred by Landlord in connection with the successful enforcement by Landlord of any obligation of Tenant under this Lease.

6.8 Environmental Compliance. Tenant shall not cause any hazardous or toxic wastes, hazardous or toxic substances or hazardous or toxic materials (collectively, "Hazardous Materials") to be used, generated, stored or disposed of on, under or about, or transported to or from, the Premises (collectively, "Hazardous Materials Activities") in violation of the

Regulations as hereinafter defined. Landlord shall not be liable to Tenant for any Hazardous Materials Activities by Tenant, Tenant's employees, agents, contractors, licensees, or invitees, whether or not consented to by Landlord. Tenant shall indemnify, defend and hold Landlord harmless from and against any claims, damages, costs and liabilities arising out of Tenant's Hazardous Materials Activities.

For purposes hereof, Hazardous Materials shall include but not be limited to substances defined as "hazardous substances", "toxic substances", or "hazardous wastes" in the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the federal Hazardous Materials Transportation Act, as amended; and the federal Resource Conservation and Recovery Act, as amended ("RCRA"); those substances defined as "hazardous substances", "materials", or "wastes" under the law of the state in which the Premises are located; and as such substances are defined in any regulations adopted and publications promulgated pursuant to said laws (collectively, "Regulations"). If Tenant's activities violate or create a risk of violation of any Regulations, Tenant shall cease such activities immediately upon notice from Landlord. Tenant shall immediately notify Landlord both by telephone and in writing of any spill or unauthorized discharge of Hazardous Materials or of any condition constituting an "imminent hazard" under any Regulations.

6.9 Americans with Disabilities Act. Tenant shall comply with the Americans with Disabilities Act of 1990 ("ADA") and the Regulations promulgated thereunder, and, without limiting the foregoing, all responsibility for compliance with the ADA relating to the Premises and the activities conducted by Tenant within the Premises shall be exclusively that of Tenant, which responsibility Tenant hereby expressly assumes. Any Alterations to the Premises made by Tenant for the purpose of complying with the ADA shall be done in accordance with the Section above titled "Alterations by Tenant"; provided, that such Alterations shall not constitute Landlord's assumption, in whole or in part, of Tenant's responsibility for compliance with the ADA, or representation or confirmation by Landlord that such Alterations comply with the provisions of the ADA. Tenant shall indemnify, defend and hold Landlord harmless from and against any claims, damages, costs and liabilities arising out of Tenant's failure, or alleged failure, to comply with the ADA or which otherwise require compliance with the ADA, such indemnification shall survive the termination of this Lease.

ARTICLE VII DEFAULT

7.1 Tenant Events of Default. The occurrence of any one or more of the following events shall constitute a default hereunder by Tenant:

(a) The failure by Tenant to make any payment of Annual Base Rent or additional rent or any other payment required hereunder, as and when due, where such failure shall continue for a period of five (5) days after written notice thereof from Landlord to Tenant; provided, that Landlord shall not be required to provide such notice more than three (3) times during any five (5) year period during the Term of this Lease with respect to non-payment of Rent, the third such non-payment constituting default without requirement of notice.

(b) The vacating or abandonment of the Premises. Tenant shall be deemed to have abandoned the Premises if the Premises remain substantially vacant or unoccupied for a period of thirty (30) days.

(c) The failure by Tenant to observe or perform any of the express or implied covenants or provisions of this Lease to be observed or performed by Tenant, other than as specified in clauses (i) and (ii) above, where such failure shall continue for a period of more than fifteen (15) days after written notice thereof from Landlord to Tenant; provided however, that if the nature of Tenant's default is such that more than fifteen (15) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant shall commence such cure within said fifteen-day period and thereafter diligently prosecute such cure to completion, which completion shall occur not later than sixty (60) days from the date of such notice from Landlord.

(d) The failure by Tenant to pay its debts as they become due, or Tenant becoming insolvent, filing or having filed against it a petition under any chapter of the United States Bankruptcy Code, 11 U.S.C., Section 101 et seq. (or any similar petition under any insolvency laws of any jurisdiction) and such petition is not dismissed within thirty (30) days thereafter, proposing any dissolution, liquidation, composition, financial reorganization or recapitalization with creditors, making an assignment or trust mortgage for the benefit of creditors, or if a receiver, trustee, custodian or similar agent is appointed or takes possession with respect to any property or business of Tenant or of Guarantor.

(e) If the leasehold estate under this Lease or any substantial part of the property or assets of Tenant, if any, of this leasehold is taken by execution, or by other process of law, or is attached or subjected to any involuntary encumbrance if such attachment or other seizure remains undismissed or undischarged for a period of ten (10) business days after the levy hereof.

7.2 Landlord Remedies Upon Tenant Default. Upon the occurrence of an event of default by Tenant, Landlord shall have the option to do and perform any one or more of the following:

(a) Landlord may terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord. If Tenant shall fail to do so, Landlord may, without notice and prejudice to any other remedy available, enter and take possession of the Premises and remove Tenant, or anyone occupying the Premises, and its effects without being liable to prosecution or any claim for damages. In the event of termination of this Lease, Tenant shall be responsible to Landlord for (i) all payments due under this Lease prior to the date of termination and (ii) all costs incurred by Landlord in connection with such termination.

(b) Landlord may correct such default, and Tenant shall reimburse Landlord, upon demand, for the cost incurred by Landlord in curing such default.

(c) Landlord may terminate Tenant's right of possession of the Premises without terminating this Lease and, if Landlord so elects, accelerate the payment of all rentals and other payments that may become due hereunder during the balance of the Term of the Lease

to the extent permitted by law. Landlord may enter upon and take possession of the Premises as agent of Tenant without terminating this Lease (termination of this Lease shall only occur by written notice of such termination from Landlord to Tenant) and without being liable to prosecution or any claim for damages. Landlord may elect to relet the Premises, but shall have no obligation to do so. In the event that Landlord elects to relet the Premises, Landlord may make any reasonable alterations or refurbish the Premises, or both, or change the character or use of the Premises. Landlord may relet all or any portion of the Premises, alone or in conjunction with other portions of the Building, for a term longer or shorter than the Term of this Lease, at a rental rate below or above that provided in this Lease, and upon such other terms (including the granting of concessions) as Landlord solely determines to be acceptable. If Landlord elects to reenter and relet all or any portion of the Premises, Landlord shall apply the rent so collected as follows:

- (i) first, to any amount due hereunder other than Annual Base Rent and Additional Rent;
- (ii) second, to the payment of costs and expenses of such reletting;
- (iii) third, to the payment of Annual Base Rent and Additional Rent then owing by Tenant;
- (iv) fourth, the residue shall be held and applied to (a) future Annual Base Rent and Additional Rent due hereunder through the stated expiration date of this Lease or (b) the entire amount of Annual Base Rent, Additional Rent and other charges due hereunder for the remainder of the Term, discounted to its present value by using a discount factor of four percent (4%).

No such reentry or taking possession of the Premises shall be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention is given to Tenant. Landlord, however, shall have no duty to relet the Premises, and Landlord's failure to do so shall not release Tenant's liability for rent or damages. Tenant shall remain fully liable to Landlord for the deficiency between any rent collected as a result of reletting and the rent and other sums that are owed from Tenant to Landlord under this Lease. Landlord shall have the right to rent any other available space in the building before reletting or attempting to relet the Premises.

(d) In addition to all other sums that are owed by Tenant to Landlord under this Lease, upon such event of default, Tenant shall become liable for any costs incurred by Landlord under this Lease for the completion of any improvements to the Premises (collectively, the "Landlord's Costs"), to the extent set forth in this paragraph. The entire amount of the Landlord's Costs shall be amortized evenly over the Lease Term, and so long as Tenant does not default in its obligations under this Lease, and fail to cure such default within the applicable period of cure, if any, provided under this Lease, then Tenant shall have no liability to Landlord for the repayment of any portion of the Landlord's Costs. However, in the event that Tenant shall default in its obligations under this Lease, and Tenant shall fail to cure such default within the applicable period of cure, if any, provided under this Lease, then in addition to all of

Landlord's other remedies available under this Lease, Tenant shall also be liable to Landlord for the portion of the Landlord's Costs that remains amortized but unpaid between the date of such default and the expiration of the Term of this Lease.

(e) The above-stated remedies of Landlord are to be in addition to, and not in lieu of, any other rights and remedies provided Landlord either at law or in equity. No delay in enforcing the provisions of the Lease shall be deemed to constitute a waiver of such default by Landlord, and the pursuit by Landlord of one or more remedies shall not be deemed to constitute an election against other remedies.

7.3 Landlord Default. The occurrence of any one or more of the following events shall constitute a default hereunder by Landlord:

(a) The failure of Landlord to make payment of any sums required to be paid by Landlord under this Lease, as and when due, or as to payments to be made to Tenant, failure of Landlord to make payment within five (5) days after receipt of written notice from Tenant.

(b) The failure of Landlord to observe or perform any of the express or implied covenants or provisions of this Lease to be observed or performed by Landlord, where such failure shall continue for a period of more than thirty (30) days after written notice thereof from Tenant to Landlord; provided however, that if the nature of Landlord's default is such that more than fifteen (15) days are reasonably required for its cure, then Landlord shall not be deemed in default if Landlord shall commence such cure within said thirty-day period and thereafter diligently prosecute such cure to completion within a commercially reasonable amount of time.

7.4 Tenant Remedies Upon Landlord Default. In the event of a default by Landlord, Tenant shall be entitled to pursue any and all remedies available at law or in equity. No delay in enforcing the provisions of the Lease shall be deemed to constitute a waiver of such default by Tenant.

ARTICLE VIII CASUALTY AND EMINENT DOMAIN

8.1 Casualty.

(a) Casualty in General. If, during the term of this Lease, the Premises are wholly or partially damaged or destroyed by fire or other casualty not due to Tenant's negligence or willful acts or omissions, and such casualty renders the Premises totally or partially inaccessible or unusable by Tenant in the ordinary conduct of Tenant's business, then Landlord shall, within thirty (30) days of the date of the damage, give Tenant a notice ("Damage Notice") stating whether, according to Landlord's good faith estimate, the damage can be repaired within one hundred eighty (180) days from the date of such Damage Notice ("Repair Period"), without the payment of overtime or other premiums. The parties' rights and obligations shall then be governed according to whether the casualty is an Insured Casualty or an Uninsured Casualty as set forth in the following sections. If the Premises or any portion thereof are damaged or destroyed by fire or other casualty resulting from the fault, negligence or breach of the Lease by

Tenant, its agents, employees, invitees or those for whom Tenant is responsible, this Lease shall remain in full force and effect and the Rent and other payment obligations hereunder shall not abate during the repair of such damage, and Tenant shall be responsible to Landlord for the cost and expense of the repair or restoration of the Premises to the extent it is not covered by the insurance proceeds received in accordance with Section 6.6 herein.

(b) Insured Casualty. If the casualty results from a risk, the loss to Landlord from which is fully covered by insurance maintained pursuant to Section 6.6 of this Lease for Landlord's benefit (except for any deductible amount), it shall be an "Insured Casualty" and governed by this Subsection. In such event, if the Damage Notice states that the repairs can be completed within the Repair Period without the payment of overtime or other premiums, then Landlord shall promptly proceed to make the repairs, this Lease shall remain in full force and effect, and the Annual Base Rent shall be reduced, during the period between the casualty and completion of the repairs, in proportion to the portion of the Premises that is inaccessible or unusable during that period and which is, in fact, not utilized by Tenant. Annual Base Rent shall not be reduced by reason of any portion of the Premises being unusable or inaccessible for a period of thirty (30) business days or less. If the Damage Notice states that repairs cannot, in Landlord's estimate, be completed within the Repair Period without the payment of overtime or other premiums, then either party may, by written notice to the other, terminate this Lease as of the date of the occurrence of such damage or destruction, by notice given to the other within thirty (30) days after the giving of the Damage Notice. If neither party so terminates, then this Lease shall remain in effect, Landlord shall make repairs, and Annual Base Rent shall be proportionately reduced as set forth above during the period when the Premises is inaccessible or unusable and is not used by Tenant.

(c) Uninsured Casualty. If the casualty is not an Insured Casualty as set forth in the previous section, it shall be an "Uninsured Casualty" governed by this Subsection. In such event, if the Damage Notice states that the repairs can be completed within the Repair Period without the payment of overtime or other premiums, Landlord may elect, by written notice given to Tenant within thirty (30) days after the Damage Notice, to make the repairs, in which event this Lease shall remain in effect and Annual Base Rent shall be proportionately reduced as set forth above. If Landlord does not so elect to make the repairs, or if the Damage Notice states that the repairs cannot be made within the Repair Period, this Lease shall terminate as of the date of the casualty.

(d) Casualty Within Final Six Months of Term. Notwithstanding anything to the contrary contained in this Section, if the Premises or the Building are wholly or partially damaged or destroyed not due to Tenant's negligence or willful acts or omissions within the final six (6) months of the Term of this Lease, Landlord shall not be required to repair such casualty and either Landlord or Tenant may elect to terminate this Lease. If within the final six (6) months of this Lease the Premises or any portion thereof are damaged or destroyed by fire or other casualty resulting from the fault, negligence or breach of the Lease by Tenant, its agents, employees, invitees or those for whom Tenant is responsible, such damage shall be treated the same as set forth above in Section 8.1(a).

(e) Tenant's Personal Property. Under no circumstances shall Landlord be required to repair any damage to, or make any repairs to or replacements of, Tenant's personal property. However, Tenant shall insure, in addition to the Premises, the Leasehold Improvements and any Alterations that are not Tenant's personal property and of which Landlord has received notice and approved, and such Leasehold Improvements and Alterations shall be repaired and restored upon Landlord receiving insurance proceeds for such damage, except that Tenant shall pay for such portion which is equal to the amount of the deductible. Landlord shall have no responsibility for any contents placed or kept in or on the Premises by Tenant or Tenant's agents, employees, invitees or contractors.

(f) Exclusive Remedy. The remedies and recourse provided by this Section shall be Tenant's sole and exclusive remedy in the event of damage or destruction to the Premises or the Building. No damages, compensation or claim shall be payable by Landlord for any inconvenience, any interruption or cessation of Tenant's business, or any annoyance, arising from any damage to or destruction of all or any portion of the Premises or the Building, regardless of the cause, unless caused by Landlord's willful misconduct.

8.2 Eminent Domain.

(a) Eminent Domain in General. If the whole of the Premises, or so much of the Premises as to render the balance unusable by Tenant, shall be taken or appropriated under the power of eminent domain or condemnation (hereinafter, a "Taking"), this Lease shall automatically terminate as of the effective date of the Order of Taking, or as of the date possession is taken by the Taking authority, whichever is earlier. If any part of the Premises is the subject of a Taking and such Taking in Landlord's judgment materially affects the normal operation of the Premises, Landlord may elect to terminate this Lease. A sale by Landlord under threat of a Taking shall constitute a Taking for the purpose of this Section. No award for any partial or entire Taking shall be apportioned. Landlord shall receive (subject to the rights of Landlord's first mortgagee) and Tenant hereby assigns to Landlord any award which may be made in connection with such Taking, together with all rights of Tenant to such award or proceeds, including, without limitation, any award or compensation for the value of all or any part of the leasehold estate; provided that nothing contained in this Section shall be deemed to give Landlord any interest in or to require Tenant to assign to Landlord any separate award made to Tenant for (a) the taking of Tenant's personal property, or (b) interruption of or damage to Tenant's business, (c) Tenant's moving and relocation costs, or (d) value of Alterations made by Tenant.

(b) Reduction in Annual Base Rent. In the event of a Taking which does not result in a termination of the Lease, Annual Base Rent shall be proportionately reduced based on the portion of the Premises rendered unusable, and Landlord shall restore the Premises or the Building to the extent of available proceeds or awards from such Taking. Landlord shall not be required to repair or restore any damage to Tenant's personal property or any Alterations.

(c) Sole Remedies. This Section sets forth Tenant's and Landlord's sole remedies for any Taking. Upon termination of this Lease pursuant to this Section, Tenant and Landlord hereby agree to release each other from any and all obligations and liabilities with

respect to this Lease except such obligations and liabilities which arise or accrue prior to such termination.

ARTICLE IX RIGHTS OF PARTIES HOLDING PRIOR INTERESTS

9.1 Subordination. This Lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, which now or at any time hereafter encumber the Premises. The aforesaid provision shall be self-operative and no further instrument of subordination shall be necessary unless required by any such mortgagee or other party. Should any such mortgagee or other party require confirmation of such subordination, then Tenant shall, within ten (10) days of Landlord's request, execute and deliver to Landlord such recordable written instruments as shall be necessary to show the subordination of this Lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage. In the event that any holder of a mortgage, deed of trust or other instrument in the nature of a mortgage shall succeed to the interests of Landlord under this Lease, then this Lease shall continue in full force and effect and Tenant shall and does hereby agree to attorn to such holder and to recognize such holder as its landlord.

ARTICLE X MISCELLANEOUS

10.1 Representations by Tenant. Tenant represents and warrants that any financial statements provided by it to Landlord were true, correct and complete when provided, and that no material adverse change has occurred since that date that would render them inaccurate or misleading. Tenant represents and warrants that those persons executing this Lease on Tenant's behalf are duly authorized to execute and deliver this Lease on its behalf, and that this Lease is binding upon Tenant in accordance with its terms.

10.2 Notices. Any notice required or permitted hereunder shall be in writing. Communications shall be addressed to Landlord at Landlord's address and to Tenant at Tenant's Address each of which are described in Article I of this Lease. Any communication so addressed shall be deemed duly given when delivered by hand, one day after being sent by Federal Express (or other guaranteed one day delivery service) or three days after being sent by registered or certified mail, return receipt requested. Either party may change its address by giving written notice to the other.

10.3 No Waiver or Oral Modification. No provision of this Lease shall be deemed waived by Landlord or Tenant except by a signed written waiver. No consent to any act or waiver of any breach or default, express or implied, by Landlord or Tenant, shall be construed as a consent to any other act or waiver of any other breach or default.

10.4 Partial Invalidity. If any provision of this Lease, or the application thereof in any circumstances, shall to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each provision hereof shall be valid and enforceable, the remainder of this Lease shall not be affected thereby, and each provision hereof shall be valid and enforceable to the fullest extent permitted by law.

10.5 Self-Help. If Tenant fails to perform any obligation hereunder, Landlord may enter the Premises and perform it on Tenant's behalf. In so doing, Landlord may make any payment of money or perform any other act. All sums so paid by Landlord, and all incidental costs and expenses, shall be considered as additional rent under this Lease and shall be payable to Landlord immediately on demand, together with interest from the date of demand to the date of payment at the Interest Rate.

10.6 Tenant's Estoppel Certificate. Within ten (10) days after written request by Landlord, Tenant shall execute, acknowledge and deliver to Landlord a written statement certifying (a) that this Lease is unmodified in full force and effect, or is in full force and effect as modified and stating the modifications; (b) the amount of Annual Base Rent and the date to which Annual Base Rent and additional rent have been paid in advance; (c) the amount of any security deposited with Landlord; and (d) that Landlord is not in default hereunder or, if Landlord is claimed to be in default, stating the nature of any claimed default, and (e) such other matters as may be reasonably requested by Landlord. Any such statement may be relied upon by a purchaser, assignee or lender. Tenant's failure to execute and deliver such statement within the time required shall be a default under this Lease and shall also be conclusive upon Tenant that (i) this Lease is in full force and effect and has not been modified except as represented by Landlord; and (ii) there are no uncured defaults in Landlord's performance and Tenant has no right of offset, counterclaim or deduction against rent.

10.7 Waiver of Subrogation. Landlord and Tenant each hereby waive all rights of recovery against the other and against the officers, employees, agents, and representatives of the other, on account of loss by or damage to the waiving party or its property or the property of others under its control, to the extent that such loss or damage is insured against under any insurance policy that either may have in force at the time of the loss or damage. Tenant shall cause each insurance policy obtained to provide that the insurer waives all right of recovery by way of subrogation against Landlord in connection with any loss or damage covered by such policy.

10.8 All Agreements; No Representations. This Lease contains all of the agreements of the parties with respect to the subject matter hereof and supersedes all prior dealings between them with respect to such subject matter. Each party acknowledges that the other has made no representations or warranties of any kind except as may be specifically set forth in this Lease.

10.9 Brokerage. Each party represents and warrants that it has not dealt with any real estate broker or agent in connection with this Lease or its negotiation except Broker (if applicable). Each party shall indemnify the other and hold it harmless from any cost, expense, or liability (including costs of suit and reasonable attorneys' fees) for any compensation, commission or fees claimed by any other real estate broker or agent in connection with this Lease or its negotiation by reason of any act or statement of the indemnifying party.

10.10 Successors and Assigns. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that only the original Landlord named herein shall be liable for obligations accruing before the beginning of the Term, and thereafter the original Landlord named herein and each successive

owner of the Premises shall be liable only for obligations accruing during the period of their respective ownership.

10.11 Construction of Document. This Lease shall be construed, governed and enforced according to the laws of the state of Florida. In construing this Lease, section headings shall be disregarded. Any recitals herein or exhibits attached hereto are hereby incorporated into this Lease by reference. Time is of the essence of this Lease and every provision contained herein. The parties acknowledge that this Lease was freely negotiated by both parties, each of whom was represented by counsel; accordingly, this Lease shall be construed according to the fair meaning of its terms, and not against either party.

10.12 Disputes Provisions. If either Landlord or Tenant institutes any action to enforce the provisions of this Lease or to seek a declaration of rights hereunder, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs as part of any award. Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other, on or in respect to any matter whatsoever arising out of or in any way connected with this Lease the relationship of Landlord and Tenant hereunder, Tenant's use or occupancy of the Premises, and/or claim of injury or damage.

10.13 Holdover. If Tenant holds over in occupancy of the Premises after the expiration of the Term, Tenant shall become a tenant at sufferance only, at a rental rate equal to 150% of the Annual Base Rent in effect at the end of the Term, plus the amount of all additional rent and other payment obligations hereunder then in effect, and otherwise subject to the terms and conditions herein specified, so far as applicable, and shall be liable for all damages sustained by Landlord on account of such holding over.

10.14 Late Payment. Tenant acknowledges that the late payment by Tenant to Landlord of any sums due under this Lease will cause Landlord to incur costs not contemplated by this Lease, the exact amount of such costs being extremely difficult and impractical to ascertain. Therefore, if any Annual Base Rent or other sum due hereunder is not paid after the date the same was due, it shall bear interest from the due date at the Interest Rate, the payment of which interest shall be additional rent hereunder.

10.15 Force Majeure. If Landlord or Tenant is prevented from or delayed in performing any act required of it hereunder, and such prevention or delay is caused by strikes, labor disputes, inability to obtain labor, materials, or equipment, inclement weather, acts of God, governmental restrictions, regulations, or controls, judicial orders, enemy or hostile government actions, civil commotion, fire or other casualty, or other causes beyond such party's reasonable control (collectively, "Force Majeure"), the performance of such act shall be excused for a period equal to the period of prevention or delay. A party's financial inability to perform its obligation shall in no event constitute Force Majeure. Nothing in this section shall excuse or delay Tenant's obligation to pay Rent or other charges due under this Lease.

10.16 Limitation on Liability. The obligations of Landlord under this Lease do not constitute personal obligations of the individual partners, directors, officers, shareholders, trustees or beneficiaries of Landlord, and Tenant shall not seek recourse against the partners,

directors, officers, shareholders, trustees or beneficiaries of Landlord, or any of their personal assets for satisfaction of any liability with respect to this Lease. In the event of any default by Landlord under this Lease Tenant's sole and exclusive remedy shall be against the Landlord's interest in the Premises.

10.17 Lease not to be Recorded. Tenant agrees that it will not record this Lease. Both parties shall, upon the request of either, execute and deliver a notice or short form of this Lease in such form, if any, as may be permitted by applicable statute. If this Lease is terminated before the Term expires the parties shall execute, deliver and record an instrument acknowledging such fact and the actual date of termination of this Lease.

10.18 Security Deposit. Upon the execution and delivery of this Lease, Tenant shall pay to Landlord the Security Deposit, which shall be held as security for Tenant's performance as herein provided and refunded to the Tenant at the end of the Term subject to the Tenant's satisfactory compliance with the conditions hereof. The Security Deposit may be commingled with other funds of the Landlord and shall not be held at interest. If all or any part of the Security Deposit is applied to an obligation of Tenant hereunder, Tenant shall immediately upon request by Landlord restore the Security Deposit to its original amount.

10.19 Transfer of Landlord's Interest. In the event of the sale, assignment or transfer by Landlord of its interest in the Premises or in this Lease (other than a collateral assignment to secure a debt of Landlord) to a successor in interest who expressly assumes the obligations of Landlord under this Lease, Landlord shall be released or discharged from all of its covenants and obligations under this Lease, except any obligations that have accrued prior to any such sale, assignment or transfer, and Tenant agrees to look solely to such successor for the performance of those obligations. Landlord's assignment of the Lease shall not affect Tenant's obligations under this Lease, and Tenant shall attorn to such assignee as Landlord, provided Tenant has received written notice of the assignment.

10.20 Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than any installment of Annual Base Rent or other charges due under this Lease shall be deemed to be other than on account of the amount due, and no endorsement or statement on any check or any letter accompanying any check or payment of rent or other charges shall be deemed an accord and satisfaction, and Landlord may accept such check for payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedies available to Landlord. No receipt of money by Landlord from Tenant after the termination of this Lease or Tenant's right of possession of the Premises shall reinstate, continue or extend the Term.

10.21 Attorney's Fees. In the event of any dispute hereunder or of any action to interpret or enforce this Lease, any provision hereof or any matter arising herefrom, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal.

10.22 Radon Gas Mandatory Disclosure Statement. In compliance with the 1988 Florida Legislature, the amendment of Florida Statute 404.056 to 404.056(8) requires that on all real estate sales and lease contracts that the following notice is required:

"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 public health unit."

10.23 Non-Disclosure of Terms. Tenant covenants and represents that Tenant has not and shall not disclose the economic or other terms contained in this Lease to any other person or prospective Tenant for Premises, except Tenant's attorneys, accountant or other professional consultants. Tenant acknowledges that such disclosure may result in a material injury to the Landlord's business and adversely affect the Landlord's ability to negotiate leases with other tenants and prospective tenants. Further, Tenant shall be liable for direct and consequential damages arising from a breach of this Section.

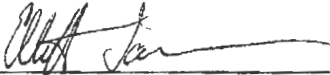
10.24 Monument Sign. Tenant shall have the option to design and construct a monument sign on the Premises, and, if Tenant elects to construct said monument sign, such sign shall be designed and constructed in accordance with this Lease, the Laws, and the Shopping Center Restrictions, and the Deed Restrictions.

10.25 Condition Precedent. This Lease is strictly conditioned upon the Landlord closing on the Premises pursuant to its purchase contract (the "Purchase Contract") on the Premises with the contract seller. If the Landlord does not close on the Premises as provided for in the Purchase Contract, the Landlord shall notify Tenant within ten (10) days of such event and the parties hereto shall be relieved of all obligations hereunder.


[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals below on the date written below.

Signed, sealed and delivered in the presence of:




First Witness
Printed Name: Elliott Jamison




Second Witness
Printed Name: Nathan Ender

“LANDLORD”

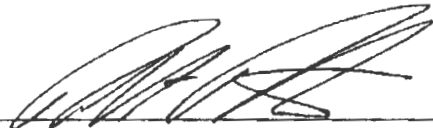
BMRS PROPERTY HOLDINGS, LLC, a Florida limited liability company.

By: 

Print Name: Raul Socarras
Title: Manager
Date: 10/25/12




First Witness
Printed Name: Diane Dehmer



Second Witness
Printed Name: Robert Paswaters

“TENANT”

ADVENTIST HEALTH SYSTEM / SUNBELT, INC., a Florida not for profit corporation, d/b/a FLORIDA HOSPITAL CENTRA CARE

By: 

Print Name: Terey R. Wood
Title: Chairman
Date: 25 Sept 2012

EXHIBIT A

PREMISES

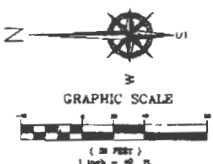
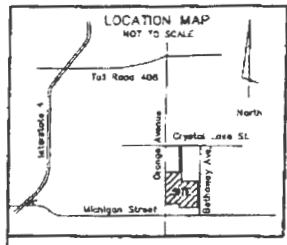
Attach a copy of the Site Plan showing the location of the Premises.

Shoppes of Orange

A Replat of a Portion of Block A, BETHAWAY SUBDIVISION, Plat Book "O", Page 22 Section 1, Township 23 South, Range 29 East City of Orlando, Orange County, Florida

Sheet 1 of 1

PLAT BOOK 79 PAGE 103



Property Description

Lots 5 to 9 (Line the North 0.37 feet of Lot 5 and less need on the West), and the West 15 feet of the North 32 feet of Lot 16, and the West 15 feet of Lots 17 to 22; and the West 15 feet of Lot 26, Block A, BETHAWAY SUBDIVISION, according to the Plat thereof, as recorded in Plat Book "O", Page 22, Public Records of Orange County, Florida.

South 28 feet of East 135 feet of Lot 20, Block A and the North 41 feet of the East 135 feet of Lot 19, Block A, BETHAWAY SUBDIVISION, according to the Plat thereof, as recorded in Plat Book "O", Page 22, Public Records of Orange County, Florida.

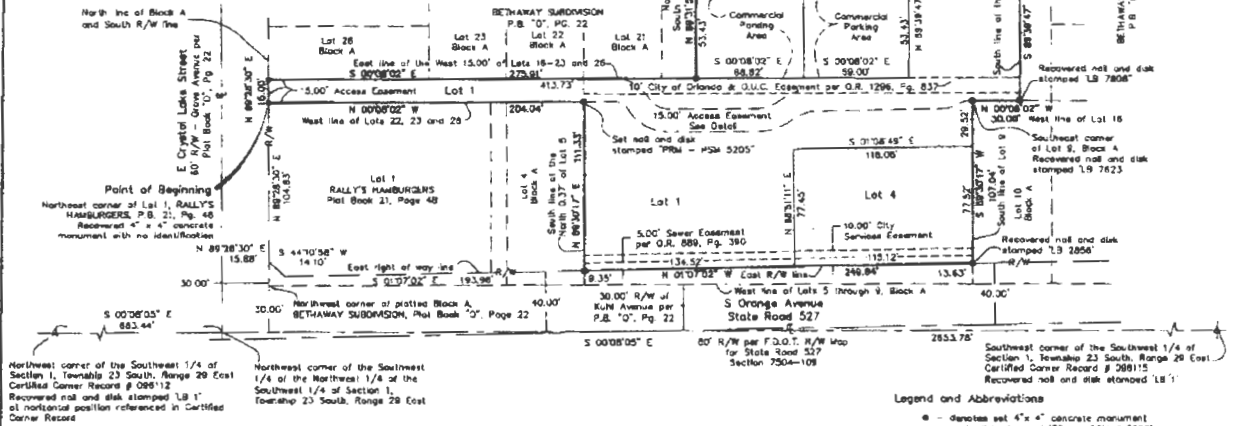
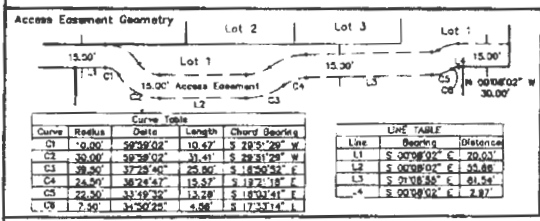
South 40 feet of East 135 feet of Lot 17, and the North 30 feet of the East 135 feet of Lot 18, Block A, BETHAWAY SUBDIVISION, according to the Plat thereof, as recorded in Plat Book "O", Page 22, Public Records of Orange County, Florida.

South 9 feet of East 135 feet of Lot 19 and the East 135 feet of Lot 18 and the North 10 feet of East 135 feet of Lot 17 Block A, BETHAWAY SUBDIVISION, according to the Plat thereof, as recorded in Plat Book "O", Page 22, Public Records of Orange County, Florida.

More particularly described as follows:

BEGIN at the Northeast corner of Lot 1, RALLY'S HAMBURGERS, according to the plat thereof as recorded in P. of Book 21, Page 48, Public Records of Orange County, Florida, said point being on the North line of Block A, of said BETHAWAY SUBDIVISION and South right of way line of Crystal Lake Street (80.00 feet wide per Plat Book "O", Page 22); thence North 59°28'50" East, along said line, a distance of 15.00 feet to a point on the East line of the West 15.00 feet of Lots 20, 21, 22 and 26, Block A, of said BETHAWAY SUBDIVISION; thence South 00°08'02" East, along said line, a distance of 275.91 feet; thence North 89°31'51" East, along the North line of the South 28.00 feet of said Lot 20, a distance of 135.00 feet to the East line of said Block A and West right of way line of Bethaway Avenue (60.00 feet wide per Plat Book "O", Page 22); thence South 00°08'02" East, along said East and West line, a distance of 208.13 feet to a point on the South line of the North 30.00 feet of Lot 16, Block A of said BETHAWAY SUBDIVISION; thence South 89°39'47" West, along said South line, a distance of 150.00 feet to the West line of said Lot 16; thence North 00°08'02" West, along said West line, a distance of 30.00 feet to the Southwest corner of Lot 9, Block A of said BETHAWAY SUBDIVISION; thence South 89°30'17" West, along the South line of said Lot 9, a distance of 107.04 feet to the East right of way line of Orange Avenue - State Road 527 (80.00 feet wide right of way per Florida Department of Transportation right of way map, Section 7504-109); thence North 11°07'02" West, along said East right of way line, a distance of 248.84 feet to a point on the South line of the North 0.37 feet of Lot 5, Block A of said BETHAWAY SUBDIVISION; thence North 89°30'17" East, along said South line, a distance of 111.33 feet to the West line of said Lots 21, 22, 23 and 26; thence North 00°08'02" West, along said West line, a distance of 204.04 feet to the POINT OF BEGINNING.

Contains 1.437 acres, more or less.



General Notes

- Bearings shown herein are based on the Easery right of way line of Orange Avenue (State Road 527) being North 71°07'02" West, according to the Florida Department of Transportation right of way map for State Road 527.
- CONCURRENCE MAINTENANCE:** Development of this property depicted on this plat is subject to the requirements of Chapter 59, the Concurrence Maintenance Ordinance of the City of Orlando, which governs the City's ability to issue building permits in this locality. Approval of this plat shall not be deemed to provide any vested rights, except as to those matters described herein, that are consistent with the requirements of Chapter 177, Florida Statutes, or were required by the City of Orlando as a condition of platting.
- All plotted utility easements shall also be easements for the construction, installation, maintenance, and operation of cable television services which shall not interfere with the facilities and services of an electric, telephone, gas, or other public utility. In the event a cable television company damages the facilities of a public utility, it shall be solely responsible for the damages. Such construction, installation, maintenance, and operation shall comply with the national electrical safety codes adopted by the Florida Public Service Commission.
- The property described herein is subject to that certain Notice of Restrictions on Real Estate recorded in Deed Book 950, Page 224, together with Amendment recorded in Deed Book 1047, Page 433, Public Records of Orange County, Florida.
- The property described herein is subject to that certain Declaration of Covenants, Easements and Restrictions as recorded in Official Records Book _____ Page _____ Public Records of Orange County, Florida.

NOTICE: This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be superseded in any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county.

Benchmark Surveying & Mapping, LLC
 Certificate of Authorization Number - LB-7874
 Post Office Box 771053, Winter Garden, Florida 34777-1053
 3110 Red Fox Run, Kissimmee, Florida 34746
 (407) 856-0183, www.benchmarksurveying.com

KNOW ALL BY THESE PRESENTS, that 2301 Orange Avenue Partners, LLC, a Florida limited liability company, Shoppes of Orange, LLC, a Florida limited liability company, and Madson-Orange Investors, LLC, a Florida limited liability company, being the owners in fee simple of the lands described in the foregoing caption to this plat, hereby dedicate said lands and plot for the uses and purposes therein expressed.

IN WITNESS WHEREOF the undersigned owner, has caused these presents to be signed by the officer named below, on this 21st day of May, 2013.

By: 2301 Orange Avenue Partners, LLC, a Florida limited liability company
 Signature: *[Signature]* Title: *Managing Member*
 Print Name: *Greg Madson*
 Signed in the presence of:
 Sign Name: *[Signature]* Sign Name: *[Signature]*
 Print Name: *Sally Weeks* Print Name: *Sarah Hancock*

By: Shoppes of Orange, LLC, a Florida limited liability company
 Signature: *[Signature]* Title: *Managing Member*
 Print Name: *Greg Madson*
 Signed in the presence of:
 Sign Name: *[Signature]* Sign Name: *[Signature]*
 Print Name: *Sally Weeks* Print Name: *Sarah Hancock*

By: Madson-Orange Investors, LLC, a Florida limited liability company
 Signature: *[Signature]* Title: *Managing Member*
 Print Name: *Greg Madson*
 Signed in the presence of:
 Sign Name: *[Signature]* Sign Name: *[Signature]*
 Print Name: *Sally Weeks* Print Name: *Sarah Hancock*

STATE OF FLORIDA
 COUNTY OF ORANGE
 THIS IS TO CERTIFY that on May 21st 2013 before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared Greg Madson who is personally known to me, of the above named corporation, described in and who executed the foregoing dedication and severally acknowledged the execution thereof to be his free act and deed on such officer thereto duly authorized.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.
[Signature]
 My commission expires 12/31/14

QUALIFICATION STATEMENT OF SURVEYOR AND MAPPER
 KNOW ALL BY THESE PRESENTS, that the undersigned, being a professional surveyor and mapper has prepared the foregoing plat under his direction and supervision and that the plat complies with all of the survey requirements of Chapter 177, Florida Statutes; and that said land is located in the City of Orlando, Orange County, Florida.

Signed: *[Signature]* Date: 5/21/13
 My Florida Professional Surveyor and Mapper License Number: 100976740
 P.O. Box 721085, Winter Garden, Florida 34777-1085
 3110 Red Fox Run, Kissimmee, Florida 34746

CERTIFICATE OF REVIEW BY CITY SURVEYOR
 Reviewed and approved in conformity to Florida Statute Chapter 177.
 City Surveyor: *[Signature]* Date: 05/28/13
 Joseph M. Stiles, Jr., P.S.M.

CERTIFICATE OF APPROVAL BY CITY PLANNING OFFICIAL
 Examined and approved: 05/28/13
 City Planning Official: *[Signature]*

CERTIFICATE OF APPROVAL BY CITY ENGINEER
 Examined and approved: 05/28/13
 City Engineer: *[Signature]*

CERTIFICATE OF APPROVAL BY MUNICIPALITY
 THIS IS TO CERTIFY that on May 20 2013 before me, the Mayor of the City of Orlando, Florida, personally appeared Greg Madson who is personally known to me, of the above named corporation, described in and who executed the foregoing dedication and severally acknowledged the execution thereof to be his free act and deed on such officer thereto duly authorized.

Mayor: *[Signature]*
 City Clerk: *[Signature]*

CERTIFICATE OF COUNTY COMPTROLLER
 I HEREBY CERTIFY that the foregoing plat was recorded in the Orange County Official Records on 05/21/2013 at File No. 20130250070
 County Comptroller in and for Orange County, Florida
 By: *[Signature]*

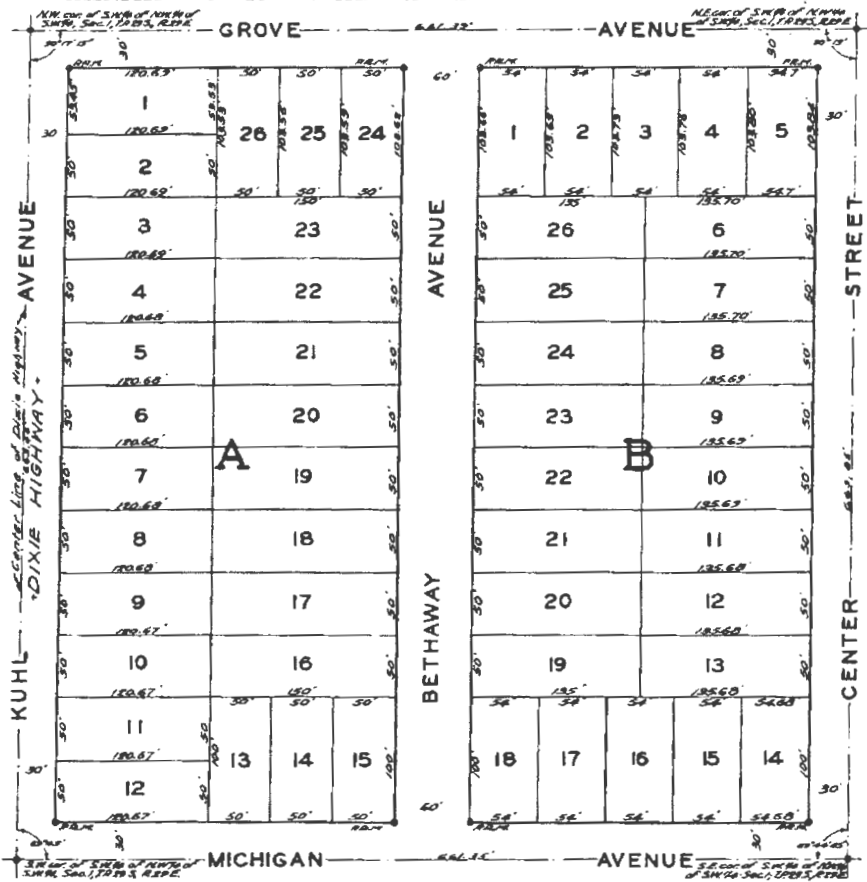


BETHAWAY SUBDIVISION

BEING A SUBDIVISION OF THE S.W. 1/4 OF THE N.W. 1/4
 OF THE S.W. 1/4 OF SECTION 1, TP 23 S., R 29 EAST.

ORANGE COUNTY FLORIDA

SEE LALLY'S HANDBOOK FOR 21 PAGES TO RELATIVE WEST OF CRT 1, 2, 3 & 4
 BEING PAGE SUBDIVISION



THIS DEED IS MADE BY
 MARY A. WOOD
 FRANK L. HOLT
 SECRETARY

DEDICATION

Know all men by these presents that the Orcutt Wright and Company, incorporated a corporation under the laws of the State of New York, have caused to be made the herein map or plan of a subdivision of land in Orange County, Florida, which land is as described fully in the Capital Record.

That said land is now designated on said plat as Page Subdivision and that all streets and avenues therein designated are hereby dedicated to the general use of the public.

In Witness whereof the said Orcutt Wright and Company, Inc. has caused these presents to be signed by its President and Secretary respectively and its Corporate Seal to be hereunto affixed by and under the authority of its Board of Directors.

ORCUTT, WRIGHT & CO., INCORPORATED

Witness my hand and seal this 23rd day of February, A.D. 1912.

State of New York
 County of New York

This day personally appeared before me Frank L. Holt and Mary A. Wood, respectively President and Secretary of the Orcutt Wright & Co., Inc., a corporation under the laws of the State of New York, its name known to me, the persons described in and who executed the foregoing dedication and severally acknowledged to and before me that they executed the same as President and Secretary respectively of the said Orcutt Wright & Co., Inc. for the uses and purposes therein expressed by and under authority of the Board of Directors of said Corporation, and that the said deed is the act of said Corporation.

In Witness whereof I have hereunto set my hand and official seal of my office as Notary Public in and for the State of New York, this 18th day of February, A.D. 1912.

Notary Public State of New York
 My Commission expires March 30, A.D. 1914

Approved by the Board of County Commissioners of Orange County, Florida, this 12th day of February, A.D. 1912.

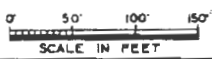
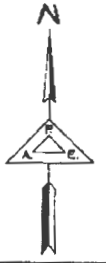
Approved Witness in the presence of me
 My Notary Public Seal

SEE COMMISSIONER'S NOTE 20 PAGE 371 DATE 3/25/12
 CHANGING NAME TO GROVE AVE TO CRYSTAL LAKE AVE.

See: Shoppes of Orange
 Plat Book 79 Page 103
 Recorded: 06/04/2013

DATE OF SURVEY FEBRUARY 1912
ENGINEER'S CERTIFICATE
 We the Florida Associated Engineers, Inc. do hereby certify that we have made a survey of the land shown on plan hereof, that this plan is a true and correct representation of said survey, and that permanent reference monuments have been placed as called for by law.

Florida Associated Engineers, Inc.
 By: *[Signature]*
 Registered Engineer No. 75 State of Florida.



ORANGE CO. FLA.
 370 ST. WILSON
 COR. ST. DUBOIS
 CH. ST. OLYMPIA

EXHIBIT B
Legal Description

EXHIBIT C

NOTICE OF LEASE TERM DATES

To: _____ Date: _____

Re: Lease (the "Lease") dated _____, 20__ between _____, Landlord,
and _____, Tenant, concerning the Premises (as defined in the Lease)
located at _____.

Ladies and Gentlemen:

In accordance with the subject Lease, we wish to advise and/or confirm as follows:

1. That the Premises have been accepted herewith by the Tenant as being substantially complete in accordance with the subject Lease, and that there is no deficiency in construction.

2. That the Tenant has possession of the subject Premises and acknowledges that under the provisions of the subject Lease, the term of said Lease shall commence as of ("Commencement Date") for a term of _____, ending on _____.

3. That in accordance with the subject Lease, rent commenced to accrue on _____.

4. If the Commencement Date of the subject Lease is other than the first day of the month, the first billing will contain a pro rata adjustment. Each billing thereafter shall be for the full amount of the monthly installment as provided for in said Lease.

5. Rent is due and payable in advance on the first day of each and every month during the term of said Lease. Your rent checks should be made payable to _____.

[SIGNATURE PAGE TO FOLLOW]

EXHIBIT "B"
THE FLOOR PLAN

