

PROJECT:	SO AG-MARINE STORAGE AT BOGGY CREEK
LEASE FILE:	1026

LEASE AGREEMENT

Between

TAFT HOLDINGS, INC. AND STRAUBINGER, INC.

And

ORANGE COUNTY, FLORIDA

For

9180 Boggy Creek Road Suites 7, 8, 9, 10 & 11

Orlando, Florida 32824

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LEASE AGREEMENT

This Lease Agreement herein together with Exhibits is made by and between **TAFT HOLDINGS, INC.**, a duly organized Florida corporation and **STRAUBINGER, INC.**, a Florida corporation, collectively herein "Landlord", and **ORANGE COUNTY, FLORIDA** a charter county and political subdivision of the State of Florida, herein "Tenant". Landlord and Tenant may sometimes hereinafter be referred to collectively as "parties" or singularly as "party".

1. Premises, Building, Property, and Permitted Use of Premises.

(A) **Premises, Building, Property.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord approximately 11,250 square feet of space outlined on **EXHIBIT A** attached hereto ("Premises") in 9180 Boggy Creek Road Suites 7, 8, 9, 10, & 11 Orlando, Florida 32824 in "as-is, where-is" condition, subject to "Improvements to the Premises" as defined below under Section 37, and "Landlord Limited Warranty", as defined below under Section 38, of a two-building complex located at 9180 and 9220 Boggy Creek Road (City of) Orlando, FL 32824 (collectively "Building"). State of Florida and without relying on any representation, covenant or warranty by Landlord other than as expressly set forth in this Lease. Landlord and Tenant stipulate and agree to the rentable square footage set forth in this Lease without regard to actual measurement. The Premises, the Building, the Common Areas as defined below, and the land upon which the aforementioned are located, and also as defined by the Orange County, FL Property Appraisers parcel identification number 31-23-30-0063-00-160, altogether collectively referred to as the ("Property"); sketch of Building and Property attached hereto as **EXHIBIT B**. Tenant understands and agrees that Landlord has or may change the form of ownership of the Property or the Premises, or any part thereof to a condominium form of ownership provided that such change does not materially affect Tenant's use of the Premises.

(B) **Permitted Use of Premises.** Tenant shall use the Premises for all legally permissible uses and for no other purpose.

2. Term.

(A) The term of this Lease is for a term of five 5 years, commencing upon the Substantial Completion of the Improvements to the Premises as set forth in Section 37. Below, ("Substantial Completion") and ending sixty (60) consecutive months later at 11:59 P.M. ("Expiration Date") unless otherwise hereinafter extended. For the purposes of this Lease, all references to Term or term shall include the Extension Term, if duly exercised by Tenant.

(B) Within thirty (30) days of Substantial Completion, Landlord and Tenant shall execute a completed Commencement Date and Lease Termination Certificate in the form provided hereto as **Exhibit F**.

(C) Tenant Option to Extend Term. Provided Tenant is not in default of Lease beyond any applicable notice or cure periods, Tenant shall have the option to renew Lease for one (1) additional period of five (5) consecutive years (the "Extension Term"), without lapse. Tenant shall provide Landlord with written notice of its desire to exercise the Extension Term at any time during the Term but at least one hundred fifty (150) days prior to the expiration of the current Term. The Extension Term shall be upon all of the terms and conditions of this Lease except that monthly Base Rent shall increase by four (4%) percent each Lease anniversary of the said Extension Term.

(D) If Tenant occupies the Premises prior to the Commencement Date, Tenant's occupancy of the Premises shall be subject to all of the provisions of this Lease. Early occupancy of the Premises shall not advance the Expiration Date. Unless otherwise provided herein, Tenant shall not be required to pay Base Rent for the period of occupancy prior to Commencement Date.

3. Monthly Base Rent, Additional Rent, Rent, and Address for Remittance.

(A) **Base Rent.** Tenant shall pay to Landlord, as monthly Base Rent during the Term of the Lease in accordance with Section 3, the sums and amounts set forth below:

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Lease Period	Monthly Base Rent
Months 1-12	\$13,828.13
Months 13-24	\$14,242.97
Months 25-36	\$14,670.26
Months 37-48	\$15,110.37
Months 49-60	\$15,563.67

(B) Together with Base Rent, Tenant shall remit to Landlord any other charges due under this Lease, including but not limited to, Tenant's Proportionate Share of Operating Expenses in excess of the Operating Expenses Expense Stop, as such terms are hereinafter defined, and late payment penalties, together with all applicable sales taxes due thereon (collectively, "Additional Rent"), if applicable. Base Rent together with Additional Rent may sometimes collectively be referred to as "Rent". Rent shall be received by Landlord without offset, deduction, demand, or invoice in lawful money of the United States in advance on or before the first day of each month. Base Rent and Additional Rent for any period during the term hereof which is for less than one full month shall be prorated based upon the actual number of days of the month involved. Rent shall be made payable to Landlord at its address stated herein or to such other persons or at such other addresses as Landlord may from time to time designate in writing to Tenant. No payment by Tenant or receipt by Landlord of Rent hereunder 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 shall be deemed an accord and satisfaction, and Landlord may accept such check as payment without prejudice to Landlord's right to recover the balance of such installment or payment of rent or pursue any other remedies available to Landlord.

(C) All Rent shall until further notice from Landlord be paid to "**Straubinger, Inc.**" at the following address:

Straubinger, Inc.
c/o Straubcos, LLC
7662 131st Street
Seminole, Florida 33776

4. Common Areas.

(A) **Common Areas - Definition.** "Common Areas" are all areas and facilities outside the Premises and within the exterior boundary line of the Property and interior utility raceways within the Premises that are provided and designated by the Landlord from time to time for the general non-exclusive use of Landlord, Tenant and other tenants of the Building and their respective employees, suppliers, shippers, tenants, contractors and invitees.

(B) **Common Areas - Tenant's Rights.** Landlord hereby grants to Tenant, for the benefit of Tenant and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Landlord under the terms hereof or under the terms of any rules and regulations or covenants, conditions and restrictions governing the use of the Property.

(C) **Common Area Changes.** Landlord shall have the right, in Landlord's sole discretion, from time to time:

(1) To make changes to the Common Areas, including, without limitation, changes in the locations, size, shape and number of driveways, entrances, easements, retention ponds, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways. Landlord represents that any such changes shall not materially impair the Tenants access or egress or use of Premises;

(2) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;

(3) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Property, or any portion thereof; and

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(4) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Property as Landlord may, in the exercise of sound business judgment, deem to be appropriate.

5. Parking.

Lessor hereby grants to Lessee use of the ten (10) parking spaces adjacent to and/or located upon the property surrounding the buildings in which the Leased Premises are located. Said parking to be available to Lessee's employees and clients at all times during which the Lessee operates its facility. No vehicle abandoned or disabled or in a state of non-operation or disrepair shall be left upon the property of the Lessor, and Lessee shall enforce this restriction against their employees, agents, visitors, licensees, invites, contractors, and customers.

(A) Tenant shall abide by all rules and regulations regarding the use of the parking area as may now exist or as may hereinafter be promulgated by Landlord. Landlord reserves the right to modify, restripe, and otherwise change the location of any of the parking areas provided any of the same do not interfere unreasonably with the Tenant's use and enjoyment of the Premises. Tenant agrees that Tenant shall not park in front of any other tenants' overhead doors or aisles used to load or unload. Tenant will reimburse Landlord upon demand for any damages caused to the parking surfaces or facilities caused by Tenant's or any of its employees', agents', or invitees' trucks/tractor trailers or any other vehicles. Landlord reserves the right in its absolute discretion to determine whether parking facilities are becoming crowded and, in such event, to allocate parking spaces among other tenants. At no time shall the parking of any vehicle be permitted in the fire lanes or handicapped parking areas servicing the Building. Tenant shall be responsible for ensuring that all its employees, agents and invitees comply with applicable parking rules, regulations, laws and agreements.

(B) In addition to any remedies to Landlord as provided in Section 23., in the event Tenant or any of its employees, contractors, invitees, blocks any common driveway or any other tenant in the Building or its employees, contractors, invitees, from accessing their respective premises or loading areas, Landlord shall have the right to have any such vehicle towed without providing notice to Tenant. Any costs related to the same shall be Tenant cost.

6. Operating Expenses.

"Operating Expenses" shall mean and include: all expenses relating to the Property, Building, and the Common Areas, including all costs of operation, maintenance and management thereof and assessments for public betterments or improvements, any and all assessments or charges that are charged under any declaration, easement agreement or other agreement or by any property owners association applicable to the Property, if any, ad valorem real estate taxes and any other tax on real estate as such, ad valorem taxes on furniture, fixtures, equipment or other property used in connection with the operation, maintenance or management of the Property, Building and the Common Areas and the costs, including, without limitation, legal and consulting fees, of contesting or attempting to reduce any of the aforesaid taxes, reasonable amortization of capital improvements which are required by applicable law or which will improve the efficiency of operating, managing or maintaining the Property or Building or which will reduce Landlord's operating expenses or the rate of increase thereof, the cost of labor, materials, repairs, insurance, utilities and services and such other expenses with respect to the operation, maintenance and management of the Property, Building, and the Common Areas, all of which expenses shall be incurred or paid by or on behalf of Landlord or are properly chargeable to Landlord's operating expenses in accordance with generally accepted accounting principles as applied to the operation, maintenance and management of a first class industrial/warehouse building or complex. If Landlord incurs costs for the Building or Property together with one or more other buildings or properties, whether pursuant to a reciprocal easement agreement, common area agreement, or otherwise, the shared costs and expenses shall be prorated and apportioned between the Building and Property and other buildings and properties. Notwithstanding the foregoing, it is agreed that the Operating Expenses shall not include: any leasing or marketing or brokerage costs, fees, or commissions; any cost of upfitting space for occupancy by tenants; any amortization of principal or interest on account of any indebtedness; any legal expenses arising out of any misconduct or negligence of Landlord or any person for which Landlord is responsible or arising out of dealings between any principals constituting Landlord or arising out of any leasing, sale or financing of the Building or the Property or any part of either of them; or except as expressly permitted above, any amortization or depreciation.

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7. Payment of Operating Expenses.

(A) With respect to each calendar year or portion thereof during the Lease Term (and any renewal or extension thereof), Tenant shall pay Landlord as Additional Rent, in the manner hereafter provided, Tenant's Proportionate Share of the amount by which Operating Expenses paid or incurred by Landlord during such period exceeded the Operating Expenses Expense Stop. References in this Section 7. to "Operating Expenses" shall be deemed and construed to refer to Operating Expenses as adjusted pursuant to the immediately following paragraph. If Tenant shall be obligated to make payments as aforesaid with regard to any partial calendar year during the Lease Term, Operating Expenses in excess of the Operating Expenses Expense Stop shall be prorated on the basis of the number of days during such calendar year for which Tenant is obligated to make such payments.

(B) Commencing as of the first anniversary of the Commencement Date and continuing throughout the Lease Term (and any renewal or extension thereof), and subject to the limitation expressed above, Landlord shall make a good faith estimate of Operating Expenses for such calendar year (hereinafter "Estimated Operating Expenses") and Tenant's Proportionate Share thereof (as hereinafter defined), and Tenant shall pay to Landlord, as Additional Rent with each monthly installment of Base Rental, an amount equal to one-twelfth (1/12) of Tenant's Proportionate Share which shall be defined as 20.00% of the amount by which Estimated Operating Expenses for the current calendar year are estimated to exceed the Operating Expenses Expense Stop. Such payments for any partial month shall be paid in advance at the daily rate equal to the monthly payment divided by the number of days in the month for which the same is due. On or about January 1 of each calendar year in respect of which Tenant shall be obligated to make payments on account of excess Operating Expenses during the Lease Term (and any renewal or extension thereof), Landlord shall furnish to Tenant a statement for such calendar year (the "Statement") of Tenant's Estimated Proportionate Share of Estimated Operating Expenses and thereupon, subject to the limitations expressed above, as of such January 1, Tenant shall make payments under this Section 7. (B) in accordance with such Statement.

(C) "Operating Expenses Expense Stop" shall mean the Operating Expenses paid or incurred by Landlord during calendar year 2023 (the "Base Year"), subject to adjustment in accordance with the terms of Section 6. Accordingly, no payment shall be due from Tenant for increases in Operating Expenses until calendar year 2025, at which time Tenant shall pay Landlord for increases in Operating Expenses as described in Section 7. of this Lease. For purposes of the Lease, Tenant's Proportionate Share of 20.00% is hereinafter defined as a fraction, the numerator of which shall be the square footage of the rentable area of the Premises, (11,250 SF) and the denominator of which shall be the square footage of the rentable area of the Building (56,255 SF).

(D) If the Building is less than fully occupied or if Building standard Landlord services are not provided to the entire Building during any calendar year during the Lease Term, then Operating Expenses for such calendar year that vary with occupancy shall be "grossed up" by Landlord to that amount of Operating Expenses that, using reasonable projections, would normally be expected to be incurred during such calendar year if the Building was ninety-five percent (95%) occupied and receiving Building standard Landlord services during such calendar year, as determined under generally accepted accounting principles consistently applied.

(E) It is acknowledged and agreed that it will not be possible to determine the actual amount of the excess (if any) of Operating Expenses over the Operating Expenses Expense Stop for a given calendar year until after the end of such calendar year. Therefore, until Tenant's liability for Tenant's Proportionate Share of Operating Expenses in excess of the Operating Expenses Expense Stop shall have been finally determined for a particular calendar year, Tenant shall make payment on account of excess Operating Expenses as follows:

(F) On or before April 1 (or as soon as practicable thereafter) of each year following a calendar year in which Tenant is obligated to make payments on account of excess Operating Expenses during the Lease Term (and any renewal or extension thereof), Landlord shall furnish Tenant with the Statement setting forth the total amount of Tenant's Proportionate Share of the amount by which Operating Expenses for the preceding calendar year exceeded the Operating Expenses Expense Stop. If the Statement shall show an overpayment of Tenant's Proportionate Share of excess Operating Expenses for the preceding calendar year, any overpayment shall be refunded to Tenant or credited against payments due from Tenant under this Lease. If the Statement shall show an underpayment of Tenant's Proportionate Share of excess Operating Expenses for the preceding calendar year, the full amount of

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any underpayment shall be paid to Landlord by Tenant not later than the first day of the first calendar month after such Statement shall have been delivered to Tenant.

(G) Landlord may increase Tenant's Proportionate Share or charge Tenant a surcharge for any item, expense, or cost reimbursable by Tenant as Operating Expenses that relates to a repair, replacement or service that benefits only the Premises, only a portion of the Property that includes the Premises, or that was materially increased by Tenant's specific occupancy, use, or act or the use or act of Tenant's agent, employee, invitee, or licensee. For the purposes of the aforementioned this may include but is in no way limited to the following: water usage, litter and debris removal, solid waste removal. By way of example and not of limitation, should Tenant and/or the Premises consume or require an excess of any such utility that is reimbursable by Tenant as Operating Expenses, such as electricity or water, Landlord may require Tenant to pay more than its Proportionate Share for the charges for such excess services.

(H) Tenant shall have the right to examine the Landlord's records regarding Operating Expenses at Landlord's office (or at such reasonable location as Landlord shall make the records available) during normal business hours and upon not less than thirty (30) days written notice to Landlord not more often than once annually covering a period of not more than the previous one-year period. All costs and expenses of any such audit shall be paid by Tenant; provided, however Landlord agrees that it shall reimburse the Tenant for the cost of examination only in the event that there is a resulting overpayment by the Tenant greater than ten percent (10%) of the total Proportionate Share paid by the Tenant of the Operating Expenses for the previous calendar year.

8. Tenant Utilities.

All applications, deposits, and connections for necessary utility services on the Premises, except for potable water which is not included in the Operating Expenses, shall be made in the name of Tenant only, and Tenant shall be solely liable for utility charges as they become due including those for gas, electricity, telephone, internet, cable or communication services, and any other utilities that are available to the Premises that Tenant so desires not included in the Operating Expenses.

9. Security Deposit.

10. Late Charges.

Tenant hereby acknowledges that late payment by Tenant to Landlord of Rent and other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if any installment of Rent or other sum due from Tenant shall not be received by Landlord or Landlord's designee within five (5) business days after such amount shall be due, then, without any requirement for notice to Tenant, Tenant shall pay to Landlord a late charge equal to five percent (5%) of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's Default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

11. Hazardous Substances.

(A) **Reportable Uses Require Consent.** The term "Hazardous Substance" as used in this Lease shall mean any product, substance, chemical, material or waste whose presence, nature, quantity and/or intensity of existence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment, or the Premises; (ii) regulated or monitored by any governmental authority; or (iii) a basis for potential liability of Landlord to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substance shall include, but not be limited to, hydrocarbons, petroleum, gasoline, crude oil or any products or by-products thereof. Except for the Permitted Use, Tenant shall not engage in any activity in or about the Premises which constitutes a Reportable Use (as hereinafter defined) of Hazardous

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Substances without the express prior written consent of Landlord and compliance in a timely manner (at Tenant's sole cost and expense) with all Applicable Requirements (as defined in Section 11. (D)). "Reportable Use" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and (iii) the presence in, on or about the Premises of a Hazardous Substance with respect to which any Applicable Requirements require that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Tenant may, without Landlord's prior consent, but upon notice to Landlord and in compliance with all Applicable Requirements, use any ordinary and customary materials reasonably required to be used by Tenant in the normal course of the Permitted Use, so long as such use is not a Reportable Use and does not expose the Premises, or neighboring properties to any meaningful risk of contamination or damage or expose Landlord to any liability therefor. In addition, Landlord may (but without any obligation to do so) condition its consent to any Reportable Use of any Hazardous Substance by Tenant upon Tenant's giving Landlord such additional assurances as Landlord, in its reasonable discretion, deems necessary to protect itself, the public, the Premises and the environment against damage, contamination or injury and/or liability therefor, including but not limited to the installation (and, at Landlord's option, removal on or before Lease Expiration Date or earlier termination) of reasonably necessary protective modifications to the Premises (such as concrete encasements) and/or the deposit of an additional Security Deposit.

(B) **Duty to Inform Landlord.** If Tenant knows, or has reasonable cause to believe, that a Hazardous Substance is located in, under or about the Premises or the Building, Tenant shall immediately give Landlord written notice thereof, together with a copy of any statement, report, notice, registration, application, permit, business plan, license, claim, action, or proceeding given to, or received from, any governmental authority or private party concerning the presence, spill, release, discharge of, or exposure to, such Hazardous Substance. Tenant shall not cause or permit any Hazardous Substance to be spilled or released in, on, under or about the Premises (including, without limitation, through the plumbing or sanitary sewer system).

(C) **Indemnification.** Tenant shall indemnify, protect, defend and hold Landlord, Landlord's affiliates, Lenders, and the officers, directors, shareholders, partners, employees, managers, independent contractors, attorneys and agents of the foregoing ("Landlord Entities") and the Premises, harmless from and against any and all damages, liabilities, judgments, costs, claims, liens, expenses, penalties, loss of permits and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Tenant or by any of Tenant's employees, agents, contractors or invitees. Tenant's obligations under this Section shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Tenant, and the cost of investigation (including consultants' and attorneys' fees and testing), removal, remediation, restoration and/or abatement thereof, or of any contamination therein involved. Tenant's obligations under this Section shall survive the Lease Expiration Date or earlier termination of this Lease.

(D) **Tenant's Compliance with Requirements.** Tenant shall, at Tenant's sole cost and expense, fully, diligently and in a timely manner, comply with all "Applicable Requirements," which term is used in this Lease to mean all laws, rules, regulations, ordinances, directives, covenants, easements and restrictions of record, permits, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Landlord's engineers and/or consultants, relating in any manner to the Premises. Tenant shall, within 5 days after receipt of Landlord's written request, provide Landlord with copies of all documents and information evidencing Tenant's compliance with any Applicable Requirements and shall immediately upon receipt, notify Landlord in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving failure by Tenant or the Premises to comply with any Applicable Requirements.

(E) **Inspection; Compliance with Law.** In addition to Landlord's environmental monitoring and insurance program, the cost of which is included in Operating Expenses, Landlord and the holders of any mortgages, deeds of trust or ground leases on the Premises ("Lenders") shall have the right to enter the Premises at any time in the case of an emergency, and otherwise at reasonable times, for the purpose of inspecting the condition of the Premises and for verifying compliance by Tenant with Lease Applicable Requirements. In the interest of public safety, building management may not enter this portion of the Premises except in the case of emergency and at all other times will not deny access or entry into areas where radioactive materials are being used by individuals who are authorized to use

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them. In the event of a dispute between the building management and Tenant, individuals authorized to use medical radioactive materials will be allowed to enter and either secure all radioactive materials from unauthorized removal or be allowed to remove them. Landlord shall be entitled to employ legally authorized experts and/or consultants in connection therewith to advise Landlord with respect to Tenant's installation, operation, use, monitoring, maintenance, or removal of any Hazardous Substance on or from the Premises. The cost and expenses of any such inspections shall be paid by the party requesting same unless a violation of Applicable Requirements exists or is imminent or the inspection is requested or ordered by a governmental authority. In such case, Tenant shall upon request reimburse Landlord or Landlord's Lender, as the case may be, for the reasonable costs and expenses of such inspections.

(F) **Storage of Flammable Materials.** The Tenant agrees to use all due care in the storage of gasoline or other highly flammable materials and liquids on the Premises if Landlord permits same to be stored on the Premises. The Tenant further agrees that the Tenant shall, at the Tenant's expense, maintain any fire extinguishers required by any governmental authority having jurisdiction, governing underwriting agency, and insurance carrier, or carriers, governing and writing insurance on the improvements and if so required the Tenant shall, at the Tenant's expense, recharge such fire extinguishers at least once a year, or as recommended by Southeastern Underwriters Association, during the term of this Lease and furnish the Landlord written evidence of such recharging.

(G) Landlord represents that to the best of its knowledge no Hazardous substances are or have been stored in or about the Premises.

12. Maintenance, Repairs, Trade Fixtures, Alterations, Construction Liens.

(A) **Tenant's Obligations.** Except as provided in Section 12. (B), Tenant shall, at Tenant's sole cost and expense and at all times, keep the Premises and every part thereof as herein described, in good order and condition as it existed at the Commencement Date. Tenant's obligations shall include, without limiting the generality of the foregoing, all equipment or facilities specifically serving the Premises, such as plumbing, and plumbing fixtures in the Premises, heating, air conditioning, ventilating, electrical, lighting, fire hose connectors if within the Premises, fixtures, interior walls, interior surfaces of exterior walls, ceilings, floors, doors, all doors (including all personal and overhead doors) and all related door hardware (i.e. latching mechanisms, handles, hinges, keys etc.), flooring and base coverings, ceilings, framing, and drywall and wall coverings. Tenant's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair. Notwithstanding any provisions to the contrary in this Section 12 (A), Tenant shall have no maintenance/ repair/replacement obligation directly resulting from action or inaction of Landlord as set forth in Lease.

(B) **Landlord's Repair and Maintenance Obligations.** Landlord at its expense and not subject to reimbursement, unless if caused by an act or omission of Tenant, shall keep in good order, condition and repair the foundations, structural supports, roof and exterior walls of the Building, and utility systems outside the Building. **For purposes of this section, Tenant shall notify Landlord of any such required repairs via email to: repairs@straubcos.com.**

(C) **Alterations.** The Tenant covenants and agrees not to mar, remove or alter the Premises, or erect on the Premises any additional improvements (including the erection or construction of any system, tank, or facility, whether above ground or below ground, which holds, stores, or contains any Hazardous Substances) (as defined below) without first having obtained the written approval of the Landlord which, subject to Section 11. hereof, said approval shall not be unreasonably withheld or conditioned, or commit or permit any waste or despoilment of the Premises or the improvements thereon. Any and all improvements made by Tenant, with the written consent of Landlord, shall: (a) be constructed in a good and workmanlike manner, (b) be paid for in full by Tenant (c) comply will all applicable covenants, restrictions, laws, ordinances, rules and codes (d) be constructed by a Florida licensed and certified contractor or similar qualification. In the event improvements made by Tenant are constructed or erected on the Premises, such improvements shall, at the option of the Landlord, be removed at Tenant's expense or remain thereon as the property of the Landlord and shall not be removed during the term of this Lease, or at the expiration thereof.

(D) **Future Improvements.** Following the Lease Commencement Date of the term as herein set forth, Landlord agrees to cooperate with Tenant in accommodating Tenants desire for Landlords

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assistance in making further improvements to the Premises, provided any of the same were mutually agreeable between Landlord and Tenant, would not interrupt rent to Landlord, and Tenant would be responsible for any costs associated with the same.

(E) **Construction Liens.** Any consents Landlord may give to Tenant to allow Tenant to construct improvements on the Premises or to make any alterations or additions thereto shall not be deemed improvements required by an agreement between Landlord and Tenant, within the meaning of the Florida Construction Lien Law. All contractors, subcontractors, mechanics, laborers, materialmen and others who perform any work, labor or services, or furnish any materials or otherwise participate in the construction of improvements on the Premises (collectively the "Contractor"), are hereby given notice that the Tenant is not authorized to subject Landlord's interest in the Premises to any claim for mechanics, laborers, materialmen's liens, other liens, and all persons dealing directly or indirectly with the Tenant may not look to the interest of the Landlord in the Premises as security for payment of such labor, services or materials. If any construction or other liens shall be filed against the Premises, or any improvements thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the Tenant or at or on the Premises or by reason of any changes, alterations or additions to the Premises, the Tenant shall cause its Contractor, within forty-five (45) days after receipt of written notice from Landlord either pay such lien or cause the same to be bonded off the Premises in the manner provided by Chapter 713, Florida Statutes. The Tenant shall require of its Contractor in any agreement to defend on behalf of the Landlord, at the Contractor's sole cost and expense, any action, suit or proceeding which may be brought thereof for the enforcement of such liens and the Contractor shall pay any damage and discharge any judgment entered thereon. The Tenant agrees that Landlord and Tenant may, at option of Landlord, execute a short form lease of this Lease in accordance with Chapter 713, Florida Statutes, and record same in public records.

13. **Signs.**

(A) **Tenant Signs.** Tenant shall be entitled to install 20% of the total amount of signage entitled to the Building under in accordance with all governmental rules, laws, codes or ordinances, in place or places as determined by Landlord in its sole and absolute discretion. Tenant shall not place any signs on the Building other than decal signage on the main glass entry door. Tenant shall maintain all signs installed by Tenant in good condition. Tenant shall remove its signs at the Lease Expiration Date or earlier termination of Lease, shall repair any resulting damage, and shall restore the Building to its condition existing prior to the installation of Tenant's signs.

(B) **Landlord Signs.** Landlord shall be permitted to post "For Lease", "For Sale", "Available" or otherwise similar signs on the Commercial Property, provided Landlord keeps any said signs neat and orderly and any such Landlord signs do not interfere with Tenants reasonable access to the Premises.

14. **Taxes.**

(A) **Real Property Tax Definition.** As used herein, the term "Real Property Taxes" is any form of tax or assessment, general, special, ordinary or extraordinary, imposed or levied upon (a) the Property, (b) any interest of Landlord in the Property, (c) Landlord's right to rent or other income from the Property, and/or (d) Landlord's business of leasing the Premises. Real Property Taxes include (i) any license fee, commercial rental tax, excise tax, improvement bond or bonds, levy or tax; (ii) any tax or charge which replaces or is in addition to any of such above-described "Real Property Taxes" and (iii) any fees, expenses or costs (including attorney's fees, expert fees and the like) incurred by Landlord in protesting or contesting any assessments levied or any tax rate. The term "Real Property Taxes" shall also include any increase resulting from a change in the ownership of the Property or Building, the execution of Lease or any modification, amendment or transfer thereof. Real Property Taxes for tax years commencing prior to, or extending beyond, the term of Lease shall be prorated to coincide with the corresponding Commencement Date or Expiration Date.

(B) **Payment of Real Property Taxes.** Landlord shall pay the Real Property Taxes, as a result of the Building and Property, including any special assessments for the same, due and payable during the term of Lease and, any such amounts shall be included in the calculation of Operating Expenses and subject to reimbursement by Tenant to Landlord in accordance with the provisions of Sections 6. and 7.

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(C) **Tenant Taxes.** Tenant shall pay prior to delinquency all taxes assessed against and levied upon Tenant's improvements, fixtures, furnishings, equipment and all personal and or intangible property of Tenant contained in the Premises or stored within the Property.

(D) **Sales and Use Tax.** Tenant shall be responsible to remit to Landlord all Rent applicable sales and use tax and all other taxes of any kind which may be imposed upon the rentals (presently 5.0% but subject to change). Tenant shall pay all such taxes to Landlord monthly together with each and every payment of the Base Rent and other charges payable hereunder, and Landlord shall remit said amount to the appropriate taxing authority.

(E) **Taxes on Additional Improvements.** Operating Expenses shall not include Real Property Taxes attributable to improvements placed upon the Property by other tenants or by Landlord for the exclusive enjoyment of such other tenants. Notwithstanding Section 14. (B) hereof, Tenant shall, however, pay to Landlord upon receipt of any bill for the same, the entirety of any increase in Real Property Taxes if assessed by reason of improvements placed upon the Premises by Tenant or at Tenant's request, other than items contained in Work Letter Agreement.

15. Insurance, Indemnity.

(A) **Payment of Premiums.** The cost of the premiums for the insurance policies maintained by Landlord under this Section shall be an Operating Expense pursuant to Sections 6. and 7. Premiums for policy periods commencing prior to, or extending beyond, the term of this Lease shall be prorated to coincide with the corresponding Commencement Date and Expiration Date.

(B) **Tenant's Insurance.**

(1) At its sole cost and expense, Tenant shall maintain in full force and effect during the Term of the Lease the following insurance coverages insuring against claims which may arise from or in connection with the Tenant's operation and use of the Premises. All such policies shall be written to apply to all bodily injury, property damage, personal injury losses. (A list of the current persons and entities to be named as additional insureds is attached hereto as **EXHIBIT C**). Such liability insurance shall be written as primary policies, not excess or contributing with or secondary to any other insurance as may be available to the Landlord or additional insureds.

(2) Tenant shall deliver to Landlord certificates of all insurance reflecting evidence of required coverages prior to initial occupancy; and annually thereafter.

(3) If, the Tenant's use of the Premises has materially changed at any time, Tenant shall increase such coverage to such reasonable amounts or scope as Landlord's insurance advisor deems adequate.

(4) Tenant may not self-insure against any risks required to be covered by insurance without Landlord's prior written consent. All self-insured retention (if approved by Landlord) and any deductible for any insurance Tenant is required to maintain shall not be in excess of \$5,000.

(C) **Landlord's Insurance.** Landlord may, but shall not be obligated to, maintain all risk, including earthquake and flood, insurance covering the Building or Premises within the Property, Commercial General Liability and such other insurance in such amounts and covering such other liability or hazards as deemed appropriate by Landlord. The amount and scope of coverage of Landlord's insurance shall be determined by Landlord from time to time in its sole discretion and shall be subject to such deductible amounts as Landlord may elect. Landlord shall have the right to reduce or terminate any insurance or coverage. Premiums for any such insurance shall be a Operating Expense in accordance with Sections 6. and 7.

(D) **Waiver of Subrogation.** To the extent permitted by law and without affecting the coverage provided by insurance required to be maintained hereunder, Landlord and Tenant each waive any right to recover against the other on account of any and all claims Landlord or Tenant may have against the other with respect to property insurance actually carried, or required to be carried hereunder, to the extent of the proceeds realized from such insurance coverage.

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(E) **Indemnity, Damage by Tenant to Other Tenants.**

(1) **Indemnity.** To the extent permitted by law and without waiving its right to sovereign immunity and the provisions of Florida Statute 768.28, Tenant shall protect, indemnify and hold the Landlord harmless from and against any and all loss, claims, liability or costs (including court costs and attorney's fees) incurred by reason of:

a) any damage to any property (including but not limited to property of any Landlord) or death or injury to any person occurring in or about the Premises, the Building or the Property to the extent that such injury or damage shall be caused by or arise from any actual or alleged, neglect, by or of Tenant, its officials, employees, acting within the course of their employment;

b) Tenant's failure to comply with any and all governmental laws, Applicable Laws, ordinances and regulations applicable to the condition or use of the Premises or its occupancy; or

c) any breach or default of the part of Tenant in the performance of any covenant or agreement on the part of the Tenant to be performed pursuant to this Lease.

d) Damage by Tenant to other Tenants. In the event Tenant's negligent act or omission damages the Premises, or Building, or other Buildings, or in any event causes damage to another tenant's premises in the Building or Property, Tenant shall promptly repair same to the reasonable satisfaction of Landlord and other tenant and shall pay all other direct damages as a consequence thereof.

(2) **Exemption of Landlord from Liability.** Except to the extent caused by the negligence of any degree or willful misconduct of Landlord, Landlord shall not be liable for and Tenant waives any claims against Landlord (for purposes of this Section 15. (E) (2), including any of its employees, agents, officers, or directors) for injury or damage to Tenant or any person or the property of Tenant, Tenant's employees, contractors, invitees, customers or any other person in or about the Premises, Building or Property from any cause whatsoever, including, but not limited to, damage or injury which is caused by or results from (i) fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures or (ii) from the condition of the Premises, other portions of the Building or Property.

16. Sovereign Immunity and Tort Liability under Florida Statute.

All of the privileges and immunities from liability and exemptions from laws, ordinances, and rules that apply to the activity of officials, officers, agents, or employees of the Tenant shall apply to the officials, officers, agents, or employees of the Tenant when performing their respective functions and duties under the provisions of this Lease. The Tenant (including OCSO) are and shall be subject to limitations of liability provided in Section 768.28, Florida Statutes, and any other relevant provisions of Florida law governing sovereign immunity. Nothing in this Agreement is intended to waive or alter the sovereign immunity of the parties including, but not limited to, the express monetary limits of liability set forth in Section 768.28, Florida Statutes.

17. Quiet Enjoyment.

Landlord covenants that Tenant, upon performing all of its covenants, agreements and conditions of this Lease, shall have quiet and peaceful possession of the Premises as against anyone claiming by or through Landlord, subject, however, to the terms of this Lease.

18. Attornment.

In the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by the Landlord covering the Premises or in the event a deed is given in lieu of foreclosure of any such mortgage, if requested to do so, Tenant shall attorn to the purchaser, successor or grantee in lieu of foreclosure upon any such foreclosure or sale and recognize such purchaser, successor or grantee in lieu of foreclosure as the Landlord under this Lease

19. Subordination; Non-Disturbance.

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Lease shall be subject and subordinate to the lien of any and all mortgages, which may now or hereafter encumber or otherwise affect the Premises. Tenant shall, at Landlord's, request, but not a condition of said subordination, promptly execute a certificate or other document confirming such subordination. Tenant shall attorn to the successor to Landlord's interest herein, if requested to do so by such successor, and to recognize such successor as the Landlord under this Lease. Tenant agrees to execute and deliver upon the request of Landlord any instrument evidencing such attornment.

20. Tenant's Certificate.

Within ten (10) days after Landlord's request from time to time Tenant shall execute, acknowledge and deliver to Landlord, for the benefit of Landlord, Mortgagee, any prospective Mortgagee, and any prospective purchaser of Landlord's interest in the Property, an estoppel certificate in the form as required by Landlord's lender or mortgagee to accurately state the facts represented.

21. Assignment and Subletting.

(A) Permitted Transfers. The following transfers (hereinafter referred to collectively as "Permitted Transfers" or each a "Permitted Transfer") shall not require Landlord's prior written consent; provided, however, Tenant shall submit to Landlord, no less than thirty (30) days prior to the effective date of the Permitted Transfer, reasonable documentation sufficient for Landlord to determine that such transfer does not require Landlord's consent and providing notice of the name, address and in the case of business entities, the form and state of origin of the entity taking possession. Tenant's failure to provide this documentation and notice shall conclusively establish that such transfer required Landlord's consent.

(1) An assignment or subletting to an entity in control of, controlled by or under common control with Tenant, so long as such control relationship shall continue to exist (as used herein, an entity or person shall be in control of another if such entity or person owns fifty percent (50%) or more of the ownership interest of such other entity).

(2) An assignment in connection with the sale of all or substantially all of Tenant's assets or that may result by operation of law or otherwise in connection with a merger or consolidation transaction, provided that the tangible net worth of the purchasing entity or the surviving entity, as the case may be, is reasonably sufficient to assure performance of all future obligations hereunder. The satisfaction of such tangible net worth requirement shall be established by providing copies of the most recent audited financial statements of the entities in question.

(B) Landlord's Consent Required. Except as set forth in Section 20. (A) above, no portion of the Premises or of Tenant's interest in this Lease may be transferred by Tenant, whether by sale, assignment, mortgage, sublease, transfer, operation of law, or act of Tenant, without Landlord's prior written consent. Any attempted transfer without consent shall be void and shall constitute a non-curable breach of this Lease. If Tenant is a partnership, any cumulative transfer of more than twenty percent (20%) of the partnership interests shall require Landlord's prior written consent. If Tenant is a corporation, any change in the ownership of a controlling interest of the voting stock of the corporation shall require Landlord's prior written consent, unless such ownership interests are publicly traded. Any assignee shall become liable directly to Landlord for all obligations of Tenant hereunder.

(1) Landlord has the right to grant or withhold its consent in any of the following instances:

a) The assignee or sublessee has a tangible net worth, calculated in accordance with generally accepted accounting principles (and evidenced by financial statements in form reasonably satisfactory to Landlord), less than the tangible net worth of Tenant immediately prior to such assignment or subletting;

(b) The intended use of the Premises by the assignee or sublessee is not the same as set forth in this Lease or otherwise reasonably satisfactory to Landlord;

(c) The intended use of the Premises by the assignee or sublessee would

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materially increase the pedestrian or vehicular traffic to the Premises or the Property;

(a) Occupancy of the Premises by the assignee or sublessee would, in the good faith judgment of Landlord, violate any agreement binding upon Landlord, or the Property with regard to the identity of tenants, usage in the Property, or similar matters;

(b) The assignee or sublessee is then actively negotiating with Landlord or has negotiated with Landlord within the previous six (6) months, or is a current tenant or sublessee within the Premises or the vicinity of the Property;

(c) The identity or business reputation of the assignee or sublessee will, in the good faith judgment of Landlord, tend to damage the goodwill or reputation of the Premises or Property;

(g) Tenant is in breach of this Lease at the time of the request to assign or sublet or at any time thereafter until the assignment or subletting has taken effect;

(h) In the case of a sublease, the sublessee has not acknowledged that the Lease controls over any inconsistent provision in the sublease, or in the case of an assignment, the assignment is for less than the entire Premises;

(i) The assignment is the result of a leasehold mortgage or other type of transfer of Tenant's leasehold interests in and to this Lease; or

(j) The assignee or sublessee is a government entity.

(2) In all other instances, Landlord shall not unreasonably withhold its consent to any assignment of the Lease or subletting of the Premises, but Landlord shall be entitled to examine all relevant facts that such assignment or sublease would have on the marketability or value of the Premises or Property.

(3) Any assignment of the Lease or subletting of the Premises requiring Landlord's consent hereunder shall be subject to an administrative fee in the amount of One Thousand and No/100 Dollars (\$1,000.00), due and payable by Tenant to Landlord as a condition to the granting of Landlord's consent as required hereunder.

(C) **No Release.** No Permitted Transfer or other assignment of the Lease or subletting of the Premises under this Section 20, with or without Landlord's consent, shall release Tenant or change Tenant's primary liability to pay the Rent and to perform all other obligations of Tenant under this Lease. Landlord's acceptance of Rent from any other person is not a waiver of any provisions of this Section 20. Consent to one assignment or subletting is not a consent to any subsequent assignment or subletting. If Tenant's assignee is in breach of this Lease, Landlord may proceed directly against Tenant without pursuing remedies against the assignee. Landlord may consent to subsequent assignments or modifications of this Lease by Tenant's assignee, without notifying Tenant or obtaining its consent. Such action shall not relieve Tenant's liability under this Lease. In addition, as used in this Section 20., the term "Tenant" shall also mean any entity that has guaranteed Tenant's obligations under this Lease, and the restrictions applicable to Tenant contained herein shall also be applicable to such guarantor.

(D) **Recapture Right.** In the event of any proposed subletting or assignment, other than a Permitted Transfer, Landlord shall have the option, in Landlord's sole and absolute discretion, to terminate this Lease, or in the case of a proposed subletting (other than a Permitted Transfer) of less than the entire Premises, to recapture the portion of the Premises to be sublet, as of the date the subletting or assignment is to be effective. The option shall be exercised by Landlord giving Tenant written notice within thirty (30) days following Landlord's receipt of Tenant's written notice as required above. If this Lease shall be terminated with respect to the entire Premises, the Lease Term shall end on the date stated in Tenant's notice as the effective date of the sublease or assignment as if that date had been originally fixed in this Lease for the expiration of the Lease term. If Landlord recaptures only a portion of the Premises, the Base Rent during the unexpired Lease Term shall abate proportionately based on the Base Rent due as of the date immediately prior to such recapture and Tenant's Share shall be adjusted appropriately.

(E) **Excess Rent/Consideration.** In the event that the Rent due and payable by a sublessee or assignee (except as the same relates to a Permitted Transfer) (or a combination of the rental payable

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under such sublease or assignment, plus any bonus or other consideration therefor or incident thereto) exceeds the Rent payable under this Lease, then Tenant, after the recovery of all reasonable expenses associated with the sublease or assignment, including tenant improvement costs, architectural fees, commissions, and any other reasonable concessions provided, shall be bound and obligated to pay Landlord, as Additional Rent hereunder, one-half of all such excess Rent and other excess consideration within ten (10) days following receipt thereof by Tenant.

(F) **Collection of Rent.** If this Lease is assigned or if the Premises is sublet (whether in whole or in part), or in the event of the mortgage, pledge or hypothecation of Tenant's leasehold interest, or grant of any concession or license related to the Premises, or if the Premises is occupied in whole or in part by anyone other than Tenant, then upon a breach by Tenant hereunder Landlord may collect Rent from the assignee, sublessee, mortgagee, pledgee, party to whom the leasehold interest was hypothecated, concessionee, licensee or other occupant and, except to the extent set forth in the preceding paragraph, apply the amount collected to the next Rent payable hereunder; and all such Rent collected by Tenant shall be held in deposit for Landlord and immediately forwarded to Landlord. No such transaction or collection of Rent or application thereof by Landlord, however, shall be deemed a waiver of these provisions or a release of Tenant from the further performance by Tenant of its covenants, duties or obligations hereunder.

22. **Entry and Inspection.**

Tenant shall permit Landlord or Landlord's agents to enter upon the premises at reasonable times, for the purpose of inspecting the same, and will permit Landlord at any time within one hundred forty nine (149) days prior to the Lease Expiration Date or any term hereof, to place upon the Premises "For Lease" signs, and permit persons desiring to lease the same to inspect the premises thereafter.

23. **Eminent Domain.**

If (a) all of the Premises are taken, (b) any part of the Premises is taken and the remainder is insufficient in Landlord's opinion for the reasonable operation of Tenant's business, or (c) any of the Property is taken, and, in Landlord's opinion, it would be impractical or the condemnation proceeds are insufficient to restore the remainder, then this Lease shall terminate as of the date the condemning authority takes possession. If this Lease is not terminated, Landlord shall restore the Building to a condition as near as reasonably possible to the condition prior to the Taking, the monthly Base Rent shall be abated for the period of time all or a part of the Premises is untenable in proportion to the square foot area untenable, and this Lease shall be amended appropriately. The compensation awarded for a taking shall belong to Landlord. Except for any relocation benefits to which Tenant may be entitled, Tenant hereby assigns all claims against the condemning authority to Landlord, including, but not limited to, any claim relating to Tenant's leasehold estate.

24. **Default; Remedies.**

(A) **Default.** The occurrence of any one of the following events shall constitute an event of default on the part of Tenant ("Default"):

- (1) The abandonment of the Premises by Tenant;
- (2) Failure to pay any installment of Base Rent, Rent, or any other monies due and payable hereunder, said failure continuing for a period of ten (10) business days after the same is due;
- (3) A general assignment by Tenant for the benefit of creditors;
- (4) The filing of a voluntary petition in bankruptcy by Tenant or any guarantor, the filing of a voluntary petition for an arrangement, the filing of a petition, voluntary or involuntary, for reorganization, or the filing of an involuntary petition by Tenant's creditors or Guarantor;
- (5) Receivership, attachment, of other judicial seizure of the Premises or all or substantially all of Tenant's assets on the Premises;

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(6) Failure of Tenant to maintain insurance as required by this Lease;

(7) Failure in the performance of any of Tenant's covenants, agreements or obligations hereunder (except those failures specified as events of Default in this Section 24. or other Sections of this Lease which shall be governed by such other Sections), which failure continues for fifteen (15) days after written notice thereof from Landlord is delivered to Tenant provided that, if Tenant has exercised reasonable diligence to cure such failure and such failure cannot be cured within such fifteen (15) day period despite reasonable diligence, Tenant shall not be in default under this Section unless Tenant fails thereafter to diligently and continuously to prosecute the cure to completion;

(8) Any transfer of a substantial portion of the assets of Tenant, or any incurrence of a material obligation by Tenant, unless such transfer or obligation is undertaken or incurred in the ordinary course of Tenants business or in good faith for equivalent consideration, or with Landlord's consent; and

(9) Any provision to the contrary in this Section 24. notwithstanding, (i) Landlord shall not be required to give Tenant the notice and opportunity to cure any default as provided in Section 24. (A) above more than twice in any consecutive twelve (12) month period, and thereafter Landlord may declare an Event of Default without affording Tenant any of the notice and cure rights provided under this Lease, and (ii) Landlord shall not be required to give such notice prior to exercising its rights under Section 24. (B) if Tenant fails to comply with the provisions of Sections 11. (D) or 18. or in an emergency.

(B) **Remedies.** In the event of any Default by Tenant, in addition to all remedies available at law or in equity, Landlord may at any time thereafter, with notice, and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such Default:

(1) Terminate Tenant's right to possession of the Premises by any lawful means, in which case the term of this Lease shall expire and Tenant shall immediately surrender possession of the Premises to Landlord. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Premises, expenses of reletting, reasonable attorneys' fees, and any real estate commission actually paid or required to be paid.

(2) Subject to applicable law, reenter and take possession of the Premises and relet the same for Tenant's account, holding Tenant liable in damages for all expenses incurred by Landlord in any such reletting and for any difference between the amount of rents received from such reletting and those due and payable under the terms of this Lease, and Landlord shall not be deemed to have thereby accepted a surrender of the Premises. In the event Landlord relets the Premises, Landlord shall have the right to lease or let the Premises or portions thereof for such periods of time and at such rents and for such use and upon such covenants and conditions as Landlord, in its sole discretion, may elect, and Landlord may make such repairs and improvements to the Premises as may be necessary. Landlord shall be entitled to bring such actions or proceedings for the recovery of any deficits due to Landlord as it may deem advisable, without being obligated to wait until the end of the term, and commencement or maintenance of any one or more actions shall not bar Landlord from bringing other or subsequent actions for further accruals, nor shall anything in this Section 23. (B) limit or prohibit Landlord's right at any time to accelerate all rents and charges due from Tenant to the end of the term, or to terminate this Lease by giving notice to Tenant.

(3) Declare all rents and charges due hereunder immediately due and payable, and thereupon all such rents and fixed charges to the end of the term shall thereupon be accelerated; provided, however, such accelerated amounts shall be discounted to their then present value on the basis of a four percent (4%) per annum discount from the respective dates that such amount should have been paid hereunder. In the event that any charges due hereunder cannot be exactly determined as of the date of acceleration, the amount of such charges shall be determined by Landlord in a reasonable manner based on historical increases in such charges.

(4) Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the State of Florida. This provision shall not entitle Landlord to multiple recoveries for the same default.

As a material inducement to Landlord's entering into this Lease, Tenant hereby expressly and voluntarily waives any notices required by law, including without limitation the three (3) day notice

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required by Florida Statute 83.20. The parties hereto shall, and they hereby do, waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of, or in any way connected with, this Lease, the Premises or any claim of injury or damage. In the event Landlord commences any proceeding to enforce this Lease or the landlord/tenant relationship between the parties, or for nonpayment of minimum rent, additional rent or any other sums due Landlord from Tenant under this Lease, Tenant will not interpose any counterclaim of whatever nature or description in any such proceedings unless the failure to do so would bar Tenant's right to do so in a separate action. In the event Tenant must, because of applicable court rules, interpose any counterclaim or other claim against Landlord in such proceedings, Landlord and Tenant covenant and agree that, in addition to any other lawful remedy of Landlord, upon motion of Landlord, such counterclaim or other claim asserted by Tenant shall be severed out of the proceedings instituted by Landlord (and, if necessary, transfer to a court of different jurisdiction), and the proceedings instituted by Landlord may proceed to final judgment separately and apart from and without consolidation with or reference to the status of each counterclaim or any other claim asserted by Tenant. Tenant hereby consents to the jurisdiction of any state court whose jurisdiction includes the county in which the Premises are located. In the event of any action or proceeding arising from this Lease or any other agreement to which Landlord and Tenant are a party, Tenant hereby stipulates that service of process upon Tenant shall be effective at the Premises.

The specified remedies to which Landlord may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which Landlord may be lawfully entitled in case of any breach or threatened breach by Tenant of any provision of this Lease. The failure of either party to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, provisions or agreements of this Lease or to exercise any option herein contained shall not be construed as a waiver or a relinquishment for the future of any such term, covenant, condition, provision, agreement or option. A receipt and acceptance by Landlord of rent or any other payment, or the acceptance of performance of anything required by this Lease to be performed, with knowledge of the breach of any term, covenant, condition, provision or agreement of this Lease, shall not be deemed a waiver of such breach, nor shall any such acceptance of rent in a lesser amount than is herein provided for (regardless of any endorsement on any check, or any statement in any letter accompanying any payment of rent) operate or be construed either as an accord and satisfaction or in any manner other than as a payment on account of the earliest rent then unpaid by Tenant, and no waiver by Landlord of any term, covenant, condition, provision or agreement of this Lease shall be deemed to have been made unless expressed in writing and signed by Landlord. Landlord is under no duty after providing notice for any monetary or non-monetary default, as the case may be, to continue to furnish subsequent notices to Tenant of the same default which has already occurred. In addition to the other remedies provided Landlord in this Lease, Landlord shall be entitled to the immediate restraint by injunction of any violation or attempted or threatened violation, of any of the terms, covenants, conditions, provisions or agreements of this Lease. No act or conduct of Landlord, whether consisting of the acceptance of the keys to the Premises, or otherwise, shall be deemed to be or constitute an acceptance of the surrender of the Premises by Tenant prior to the Lease Expiration Date, and such acceptance by Landlord of surrender by Tenant shall only flow from and must be evidenced by a written acknowledgment of acceptance of surrender signed by Landlord.

25. Damage or Destruction.

(A) **Termination Right.** Tenant shall give Landlord immediate written notice of any damage to the Premises. Subject to the provisions of Section 25. (B), if the Premises or the Building shall be damaged to such an extent that there is substantial interference for a period exceeding thirty (30) consecutive days with the conduct by Tenant of its business at the Premises, Tenant, at any time prior to commencement of repair of the Premises and following 10 days written notice to Landlord, may terminate this Lease effective thirty (30) days after delivery of such notice to Landlord. Such termination shall not excuse the performance by Tenant of those covenants, which under the terms hereof survive termination. Rent shall be abated in proportion to the degree of interference during the period that there is such substantial interference with the conduct of Tenant's business at the Premises. Abatement of rent and Tenant's right of termination pursuant to this provision shall be Tenant's sole remedy for failure of Landlord to keep in good order, condition and repair the foundations and exterior walls of the Building, Building roof, utility systems outside the Building and the common areas.

(B) **Damage Caused by Tenant.** Tenant's termination rights under Section 25. (A) shall not apply if the damage to the Premises or Building is the result of any act or omission of Tenant or of any

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of Tenant's agents, employees, customers, invitees or contractors ("Tenant Act"). Any damage resulting from a Tenant Act shall be promptly repaired by Tenant. Landlord at its option may at Tenant's expense repair any damage caused by Tenant Acts. Tenant shall continue to pay all rent and other sums due hereunder and shall be liable to Landlord for all damages that Landlord may sustain resulting from a Tenant Act.

26. Surrender/Restoration.

Tenant shall surrender the Premises by Lease Expiration Date or any earlier termination date, clean and free of debris and in good operating order, condition and state of repair, ordinary wear and tear excepted. Without limiting the generality of the above, Tenant shall remove all personal property, trade fixtures and floor bolts, patch all floors and cause all lights to be in good operating condition, as more specifically set forth in **EXHIBIT E** ("Move Out Conditions"). Upon Lease Expiration Date or earlier termination of Lease Tenant's right of possession, Tenant shall surrender the Premises to Landlord in the same condition as received; broom clean, ordinary wear and tear and casualty loss and condemnation if excepted by the terms of this Lease. Any trade fixtures, tenant-made alterations and property not so removed by Tenant as permitted or required herein shall be deemed abandoned and may be stored, removed, and disposed of by Landlord at Tenant's expense, and Tenant waives all claims against Landlord for any damages resulting from Landlord's retention and disposition of such property. All obligations of Tenant hereunder not fully performed as of the Lease Expiration Date shall survive the termination of the Lease Term, including without limitation, indemnity obligations, payment obligations with respect to Operating Expenses and obligations concerning the condition and repair of the Premises. If the Tenant shall hold over subsequent to the term of the Lease, without the written consent of the Landlord, the Tenant shall be obligated to pay twice the rent specified herein during such holdover period together with all other charges due under the Lease.

27. Attorney Fees.

The parties expressly agree that each party shall bear the cost of its own attorney and legal fees in connection with any dispute arising out of this Lease, or the breach, enforcement, or interpretation of this Lease, regardless of whether such dispute results in mediation, arbitration, litigation, all or none of the above, and regardless of whether such attorney and legal fees are incurred at trial, retrial, on appeal, at hearings or rehearings, or in administrative, bankruptcy, or reorganization proceedings. Venue for any action, suit, or proceeding brought to recover any sum due under, or to enforce compliance with, this Lease shall lie in the court of competent jurisdiction in and for Orange County, Florida; each party hereby specifically consents to the exclusive personal jurisdiction and exclusive venue of such court. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions shall be in the Orlando Division of the U.S. Middle District of Florida. THE PARTIES HERETO WAIVE A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN THEM OR THEIR SUCCESSORS UNDER OR CONNECTED WITH THIS LEASE OR ANY OF ITS PROVISIONS AND ANY NEGOTIATIONS IN CONNECTION HEREWITH.

28. Notices.

Any notice, consent or other communication under this Lease shall be in writing and addressed to Landlord or Tenant at their respective addresses specified below the signature block of this Lease (or to such other address as either may designate by notice to the other) with a copy to any Mortgagee or other party designated by Landlord. Each notice or other communication shall be deemed given if sent by prepaid overnight delivery service or by certified mail, return receipt requested, postage prepaid or in any other manner, with delivery in any case evidenced by a receipt, and shall be deemed to have been given on the day of actual delivery to the intended recipient or on the business day delivery is refused. The giving of notice by Landlord's attorneys, representatives and agents under this Section shall be deemed to be the acts of Landlord.

29. Heirs, Assigns and Successors.

Lease shall be binding upon and inures to the benefit of the heirs, permitted assigns and successors in interest to the parties.

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30. Radon Gas Disclosure.

A required by law, Landlord makes the following disclosure; "Radon Gas" is a naturally occurring radioactive gas which, 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. Landlord represents that to the best of its knowledge there has not been any Radon gas exposure in the Premises.

31. Rules and Regulations.

The rules and regulations attached as **EXHIBIT D** are hereby made part of this Lease.

32. Time is of the Essence.

Time is of the essence in the performance of all conditions hereunder of which time is a factor.

33. Entire Agreement – Offer and Acceptance.

The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following **EXHIBITS A, B, C, D, E, and F** have been made a part of Lease before the parties' execution hereof. Submission of this Lease shall not be deemed to be an offer, an acceptance or a reservation of the Premises and Landlord shall not be bound hereby until Landlord has delivered to Tenant, or to Tenant's designated agent a fully executed copy of this Lease, signed by both of the parties in the spaces herein provided. Until such delivery, Landlord reserves the right to show and lease the Premises to other prospective tenants. Notwithstanding anything contained herein to the contrary, Landlord may withhold possession of the Premises from Tenant until such time as Tenant has paid to Landlord the security deposit required by Section 9. of Lease.

34. Brokers and Broker Principal Disclosure.

Each of the parties represents and warrants that it has dealt with no broker or brokers in connection with the execution of this Lease, except Straubcos, LLC ("Landlord Broker") which is agreed upon by the parties exclusively represents Landlord in this Lease, and CBRE ("Tenant Broker"), which is agreed upon by the parties exclusively represents Tenant in this Lease. The parties agree to indemnify the other against, and hold it harmless from, all liabilities arising from any claim for brokerage commissions or finder's fee resulting from the indemnitor's acts (including, without limitation, the cost of counsel fees in connection therewith) except for the said Landlord Broker and Tenant Broker, which shall be compensated by Landlord in accordance with a separate agreement. Paul G. Straubinger is a principal of Landlord and Landlord Broker.

35. Counterparts.

Lease may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

36. Governing Law and Venue.

Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Florida. The exclusive venue for any action arising out of this Lease shall be Orange County, Florida.

37. Interpretation and Severability.

The parties acknowledge that this Lease is the result of negotiations between the parties, and in construing any ambiguity hereunder no presumption shall be made in favor of either party. No inference

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shall be made from any item, which has been stricken from this Lease other than the deletion of such item. In the event any provision of Lease is invalid or unenforceable, the same shall not affect or impair the validity or enforceability of any other provision.

38. Improvements to the Premises.

Landlord shall cause the following improvements to be made to the Premises at its sole cost:

1. Install LED lights - suites 7, 8, 9, 10 and 11 where not already existing.
2. Install three Industrial ventilator fans (same as suites 7 and 8) – suites 9, 10 and 11 switch operated.
3. Install two doors to connect all 5 suites – suites 8 and 10.
4. Remove the addition in suite 9.
5. Add up to 250 SF of HVAC space - suite 11 - to accommodate the diving swimming suits hanging storage.
6. Add mini-split systems to the office areas of suites 10 and 11, including heat.
7. Conversion of one bathroom into a bathroom/shower combo.
8. Each suite shall contain no less than six 110v electrical receptacles along the perimeter walls.
9. Repaint the interior of all air-conditioned spaces.
10. Clean up to bring all suites to move in conditions.
11. Any of the above required to be permitted shall be permitted by Landlord.

39. Landlord Limited Warranty.

Notwithstanding anything to the contrary as contained in Section 1. (B) Landlord shall warranty for a period from the Commencement Date until ninety (90) days thereafter that the Premises are in good working order, excluding routine maintenance of any of the same, during any period of Tenant tenancy. Notwithstanding anything to the contrary, Tenant shall be responsible for any such repairs or replacements that should be required to be made to Premises as a result of Tenant damage or destruction to any portions of Premises a result of Tenant or any of its invitees, guests, contractors, vendors, visitors, customers), or its lack of preventative maintenance of the same. Tenant shall notify Landlord in writing of any said Landlord Limited Warranty item; if Landlord does not receive written notice of the same it is agreed upon by Tenant and Landlord that Landlord has complied in full with this provision and that there are not any outstanding Landlord repairs or replacements required related to the same.

40. Delegation of Authority.

The Manager of the Orange County Real Estate Management Division is hereby authorized, on behalf of the County, to furnish any notice required or allowed under, sign a commencement date and lease termination certificate, memorandum of lease, sign estoppel certificates, and to sign amendments to this Agreement.

[END OF LEASE]

[SIGNATURES ON FOLLOWING PAGE]


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The parties hereto have caused this Lease Agreement to be signed by their respective and duly authorized officers or managers as of the day and year set forth below.


Landlord: TAFT HOLDINGS, INC.
a Corporation

and

STRAUBINGER, INC.,
a Florida Corporation

By: 
Paul G. Straubinger
As President – Taft Holdings, Inc.

and

By: 
Paul G. Straubinger
As President - Straubinger, Inc.

Date: August 12, 2024

Address for Notice Purposes:

Straubinger, Inc.
c/o Straubcos, LLC
2214 Lucerne Terrace Suite 200
Orlando, Florida 32806
Telephone (407) 650-8383
Email: paul@straubcos.com

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IN WITNESS WHEREOF, the parties hereto have signed and executed this Lease Agreement on the dates indicated below.

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____

Jerry L. Demings
Orange County Mayor

Date: _____

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

By: _____
Deputy Clerk

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Printed Name: _____

Address for Notice Purposes:

Orange County, Florida
Attn: Manager
Orange County Real Estate Management Division
P.O. Box 1393
Orlando, Florida 32802
407-836-7070
Leasing@ocfl.net

With Copies to:

Orange County, Florida
Attn: County's Attorney's Office
P.O. Box 1393
Orlando, Florida 32802

And

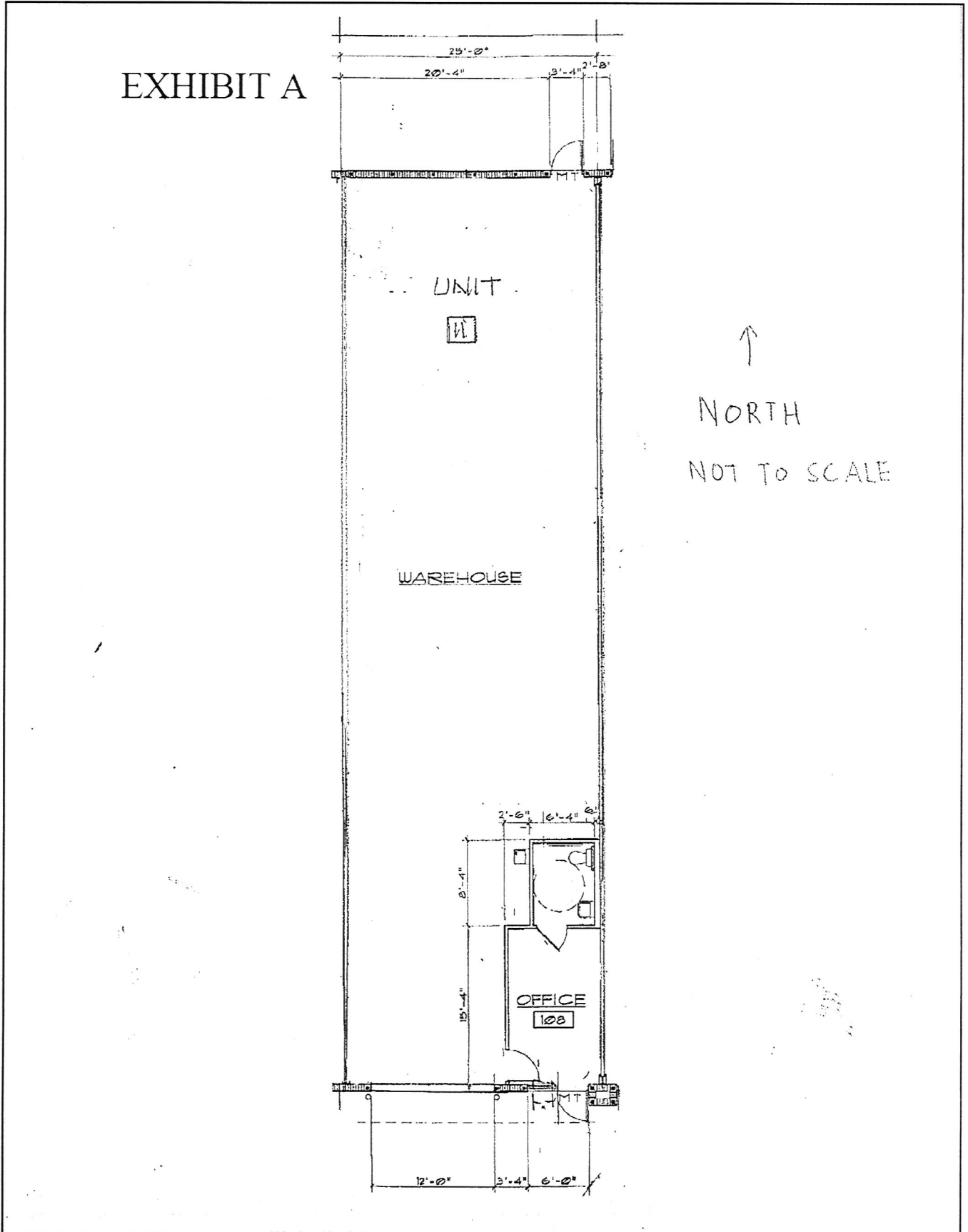
Orange County Sheriff's Office
Attn: Daniel Divine, Research and Development
P.O. Box 1440
Orlando, Florida 32821

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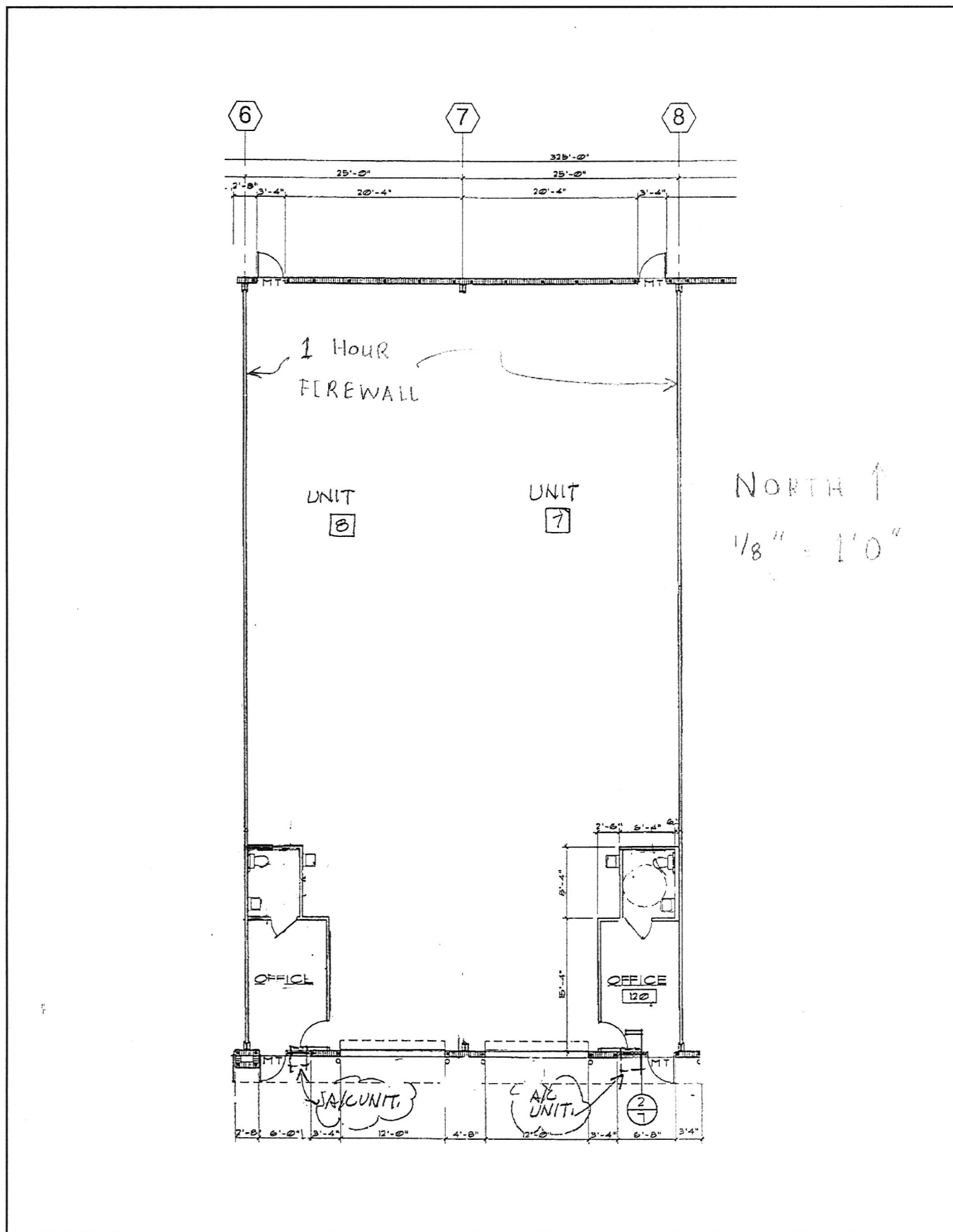
EXHIBIT A (3 pages)

SKETCH OF PREMISES

(not to scale)



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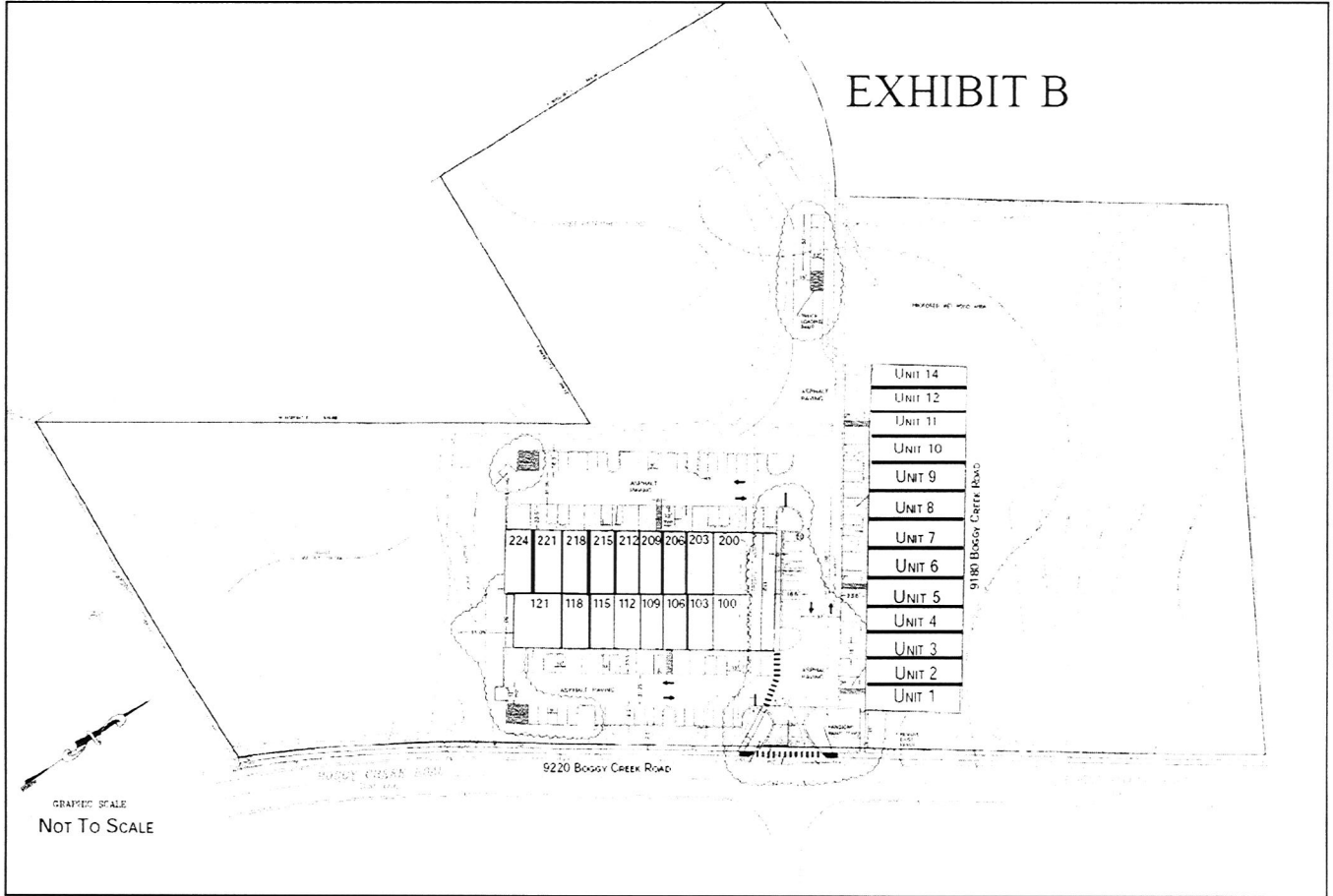


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EXHIBIT B

SKETCH OF PROPERTY

(not to scale)



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EXHIBIT C

ADDITIONAL INSUREDS

Landlord

Taft Holdings, Inc.
7662 131st Street
Seminole, FL 33776
Please email COI only to: paul@straubcos.com

and

Straubinger, Inc.
C/o Straubcos, LLC
2214 Lucerne Terrace Suite 200
Orlando, Florida 32806
Please email COI only to: paul@straubcos.com

Mortgagee

First Horizon Bank, ISAOA ATIMA
ATTN: INSURANCE SERVICES
P.O. BOX 12440
NEW IBERIA LA 70562

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EXHIBIT D

RULES AND REGULATIONS

1. Tenant, its officers, agents, servants and employees shall not block or obstruct any of the entries of any other tenant spaces of the Building or place, empty or throw any rubbish, pallets, litter, trash or material of any nature into such areas, or permit such areas to be used at any time except for ingress or egress of Tenant, its officers, agents, servants, employees, patrons, licensees, customers, visitors or invitees

2. The movement of furniture, equipment, machines, merchandise or materials within, into or out of the Premises or the Building not in the ordinary course of Tenant's business as permitted herein, shall be restricted to time, method and routing of movement as determined by Landlord upon request from Tenant and Tenant shall assume all liability and risk to property, the Premises and the Building in such movement. The movement of furniture, equipment, machines, merchandise or materials within, into or out of the Premises in the ordinary course of Tenant's permitted business shall also be at Tenant's sole risk and responsibility and shall be conducted in such a fashion as not to cause damage or injury to the Premises or the Building or to disturb other occupants thereof.

3. Landlord will not be responsible for lost or stolen personal property, equipment, money or any article taken from Premises unless perpetrated by an agent of or due to the gross negligence of the Landlord or its agents.

4. Tenant, its officers, agents, servants and employees shall not install or operate any refrigerating, heating or air conditioning apparatus or carry on any mechanical operation or bring into the Premises any inflammable fluids or explosives without written permission of Landlord.

5. Tenant, its officers, agents, servants or employees shall not use the Premises for housing, lodging or sleeping purposes without written permission of Landlord.

6. Tenant, its officers, agents, servants, employees, patrons, licensees, customers, visitors or invitees shall not bring into the Premises or keep on Premises any pets, dogs, cats, fish, fowl, reptile, insect or animal without the prior written consent of the Landlord at Landlord's sole and absolute discretion.

7. No additional locks shall be placed on any door in the Building without the prior written consent of Landlord. Landlord will furnish two keys to each lock on doors in the Premises and Landlord, upon request of Tenant, shall provide additional duplicate keys at Tenant's expense. Landlord may at all times keep a pass key to the Premises for emergency use. All keys shall be returned to Landlord promptly upon Lease Expiration Date or earlier termination of Lease

8. Tenant, its officers, agents, servants or employees shall do no painting or decorating in the Premises; or mark, paint or cut into, drive nails or screw into nor in any way deface any part of the Building, excluding the interior of the Premises without the prior written consent of Landlord. If Tenant desires signal, communication, alarm or other utility or service connection installed or changed, such work shall be done at expense of Tenant, with the approval and under the direction of Landlord.

9. Tenant, its officers, agents, servants and employees shall not permit the operation of any musical or sound-producing instruments or device which may be heard outside the Premises, or which may emanate electrical waves or x-rays or other emissions which will impair radio or television broadcasting or reception from or in the Building, or be hazardous to health, well-being or condition of persons or property.

10. Tenant, its officers, agents, servants and employees shall, before leaving the Premises unattended, close and lock all doors and shut off all lights, business equipment and machinery. Each Tenant, before closing for the day and leaving the Premises, shall see that all doors are locked.

11. The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage or damage resulting from a violation of this provision shall be borne by Tenant, who shall, or whose officers, employees, agents, servants, patrons, customers, licensees, visitors or invitees

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shall, have caused it. Landlord shall not be responsible for any damage due to stoppage, backup or overflow of the drains or other plumbing fixtures.

12. All contractors and/or technicians performing work for Tenant within the Premises, Building or garage facilities shall be referred to Landlord for approval before performing such work. This shall apply to all work including, but not limited to all installations affecting floors, walls, windows, doors, ceilings, equipment or any other physical feature of the Building, the Premises or garage facilities. None of this work shall be done by Tenant without Landlord's prior written approval.

13. No showcases or other articles shall be put in front of or affixed to any part of the exterior of the Building, without the prior written consent of Landlord.

14. Neither Tenant nor any officer, agent employee, servant, patron, customer, visitor, licensee or invitee of any Tenant shall go upon the roof of the Building, without the written consent of the-Landlord.

15. If the Premises shall become infested with vermin, roaches, or other undesirable creatures Tenant, at its sole cost and expense, shall cause the Premises to be professionally treated from time to time to the satisfaction of Landlord and shall employ such exterminators for this purpose as shall be approved by Landlord.

16. Tenant shall not install any antenna or aerial wires, radio or television equipment or any other type of equipment inside or outside of the Building without Landlord's prior approval in writing and upon such terms and conditions as may be specified by Landlord in each and every instance.

17. Tenant shall not make or permit any use of the Premises, the Building or common areas directly or indirectly, is forbidden by law, ordinance or governmental or municipal regulation, code or order or which may be disreputable or dangerous to life, limb or property.

18. Tenant shall not advertise the business, profession or activities of Tenant in any manner which violates the letter or spirit of any code of ethics adopted by any recognized association or organization pertaining thereto, use the name of the Building for any purpose other than that of the business address of Tenant or use any picture or likeness of the Building or the Property name in any letterheads, envelopes, circulars, notices, advertisements, containers or wrapping material without Landlord's express consent in writing.

19. Tenant shall not conduct its business and/or control its officers, agents, employees, servants, patrons, customers, licensees and visitors in such a manner as to create any nuisance or interfere with, annoy or disturb any other tenant or Landlord in its operation of the Building or commit waste or suffer or permit waste to be committed in Premises.

20. The Tenant shall not install in the Premises any equipment which uses a substantial amount of electricity without the advance written consent of the Landlord. The Tenant shall ascertain from the Landlord the maximum amount of electrical current which can safely be used in the Premises, taking into account the capacity of the electric wiring in the Building and the Premises and the needs of other tenants in the Building and the Property and shall not use more than such safe capacity. The Landlord's consent to the installation of electric equipment shall not relieve the Tenant from the obligation not to use more electricity than such safe capacity.

21. The Tenant, without the prior written consent of Landlord, shall not lay linoleum or other similar floor covering within the Premises.

22. No outside storage of any material, pallets, disabled vehicles, etc., will be permitted including but not limited to trash. Trash shall be put in outside dumpster.

23. Tenant shall not allow a fire or bankruptcy sale or any auction to be held on the Premises, or allow the Premises to be used for the storage of merchandise held for sale to the general public.

24. Canvassing, soliciting, distribution of hand-bills or any other' written material peddling in the Building and the Property are prohibited, and each Tenant shall cooperate to prevent the same.

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25. Tenant shall not maintain armed security in or about the Premises nor possess any weapons, explosives, combustibles or other hazardous devices in or about the Building and/or Premises.

26. Landlord may waive any one more of these Rules and Regulations for the benefit of any particular tenant, but shall not do so in a discriminatory manner or where it results in a hardship to Tenant or increase in Tenant's financial exposure, responsibilities under the Lease or other risk

27. These Rules and Regulations are in addition to, and shall not be construed to in any way modify or amend, in whole or in part, the terms, covenants, agreements and conditions of any Lease on premises in the Property.

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EXHIBIT E

MOVE-OUT CONDITIONS

In accordance with Section 25, of Lease, Tenant is obligated to check and address prior to move-out of the Premises the following items. Landlord expects to receive the Premises in a well maintained condition, with normal wear and tear of certain areas acceptable. The following list shall comprise requirements in addition to the terms provided elsewhere in Lease and in no way shall any terms contained in this Exhibit E be construed to modify or limit and terms or conditions as provided elsewhere in the Lease.

1. All lighting, included but not limited to emergency exit lights, site lights, and any Building lights, shall to be placed into good working order. This includes replacement of bulbs, ballasts, lenses, and fixtures as needed.
2. The overhead door should be serviced and placed in good operating order. This would include the necessary replacement of any dented truck door panels and adjustment of door tension to insure proper operation. All door panels which are replaced need to be painted to match the Building standard. Any overhead doors that have been hit that either don't operate properly as a result or any dent or ding is in excess of one quarter inches deep or six inches across shall be replaced.
3. All structural steel columns and all metal sheeting in the Building should be inspected for damage. Repairs of this nature should be pre-approved by the Landlord prior to implementation.
4. Heating/air-conditioning systems should be in good working order, including the necessary replacement of any parts to return the suite to a well maintained condition. This includes warehouse heaters and exhaust fans. Upon move-out, Landlord may have an exit inspection performed by a certified mechanical contractor to determine the condition. Any stained, damaged, or mismatched HVAC grills or registers resulting from the aforementioned shall be replaced.
5. All holes in the Building, or drywall should be repaired prior to move-out.
6. Any stain grade or painted doors shall be restored to their original appearance less ordinary wear any tear, all of which shall in no circumstance include nails or screws or dings in any said doors. Any doors that have been modified or have holes greater than one quarter inch in them shall be replaced to match the other similar doors at the Premises.
7. Any drywalls painted to a color or finish different than that upon Lease Commencement Date shall be restored to the same color and finish as of the Lease Commencement Date.
8. The vinyl tiles should be in a clean condition and should not have any holes or chips in them. Landlord will accept normal wear on these items provided they appear to be in a maintained condition. All carpeted areas under any desk chair, other than conference room table, with excessive wear due to chair movements shall be replaced, which shall explicated be excluded from ordinary wear and tear.
9. Premises should be returned in a clean condition which would include cleaning of any restroom(s), window(s) if applicable, and other portions of the space.
10. The warehouse should be in broom clean condition with all inventory and racking removed. There should be no protrusion of anchors from the warehouse floor and all holes should be appropriately patched. If machinery/equipment is removed, the electrical lines should be properly terminated at the nearest junction box.
11. The Tenant shall provide keys for all locks on the Premises, including front doors, rear doors, and interior doors.

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12. All of the areas of the Premises outside of the Building shall be completely free of any of Tenants personal property, including, but by no means limited to tires, tanks, pallets, debris, vehicles, machinery.
13. Items that have been added by the Tenant and affixed to the Building will remain the property of Landlord, unless agreed otherwise. This would include but is not limited to mini-blinds, air conditioners, electrical, water heaters, cabinets, flooring, etc. Please note that if modifications have been made to the space, such as the addition of office areas, Landlord retains the right to have the Tenant remove these at Tenant's expense.
14. All fire extinguishers and any related signs shall be left in quantity and location as upon Commencement Date and have current valid tags.
15. All electrical systems should be left in a safe condition that conforms to code. Bare wires and dangerous installations should be corrected prior to move-out. Any damaged fixtures shall be repaired or replaced to have a uniformed function and appearance.
16. All plumbing fixtures should be in good working order, including but not limited to any lavatory, toilet, urinal, water heater, any drinking fountain, eye wash, laundry tub. Faucets and toilets should not leak.
17. Any damaged or missing fence, gates, or related rails, posts, barbed wire shall be repaired or replaced to have a uniform function and appearance.
18. Any damaged parking lot areas, including but not limited to paving, wheel stops, stripping, shall be repaired or replaced to have a uniformed function and appearance.
19. Any damaged Building components, including but not limited to flooring, walls, insulation, framing or ceilings and any coverings or treatments of the same or related assemblies, which have been damaged from water overflowing from the HVAC pan due to lack of proper preventative maintenance shall be replaced to restore to a uniform look to match other portions of the Building.
20. Any open government permits which would otherwise encumber the Premises shall be closed out.
21. Any of Tenants personal property or damages to the Premises shall be removed, cleaned, and restored, less normal wear.
22. Remove all Tenant signage and restore a uniform appearance in the area where the sign was removed.

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EXHIBIT F

COMMENCEMENT DATE AND LEASE TERMINATION CERTIFICATE

LANDLORD: Taft Holdings, Inc. and Straubinger, Inc.
 TENANT: Orange County, FL
 LEASE DATE: _____
 PREMISES: 9180 Boggy Creek Road Suites 7, 8, 9, 10, 11
 Orlando, FL 32824

Tenant hereby accepts the Premises as being in the condition required under Lease.

The Commencement Date of the Lease is _____, _____.

The Lease Expiration date of the Lease is _____, _____.

The month of the Lease anniversary is _____.

The parties mutually agree, that the term of the Lease Agreement of September 1, 2009, and subsequently extended by First Amendment to Lease Agreement of July 16, 2019, and Second Amendment to Lease Agreement of July 12, 2022 by and between Tenant and Landlord shall hereby be agreed upon by the parties to terminate thirty (30) days following Commencement Date, as provided above, or _____.

NOTE: This certificate is to be executed subsequent to the original execution of the Lease.

IN WITNESS WHEREOF, the Landlord and Tenant have hereunto executed this instrument for the purposes herein expressed on the date executed.

Landlord: **TAFT HOLDINGS, INC.**
 charter corporation
 the State of

Tenant: **ORANGE COUNTY, FL** a
 county and political subdivision of

Florida

and

STRAUBINGER, INC.,
 a Florida Corporation

By: _____
 Paul G. Straubinger
 As President – Taft Holdings, Inc.

By: _____
 Name: _____
 Title: _____

and

By: _____
 Paul G. Straubinger
 As President - Straubinger, Inc.

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EXHIBIT G

MAINTENANCE AND REPAIRS

Lessor and Lessee acknowledge and agree the following will constitute Maintenance and Repair responsibilities regarding the Leased Premises:

	Lessor ("Taft/Straubinger") or Lessee ("County")	Comments
Cabinets, Vanities, and Countertops	County	
Carpet and/or Tile (incl. Deep Cleaning, Repair, and Replacement)	N/A	
Changes / Additions to Building	N/A	
Common Area Maintenance	Taft/Straubinger	
Dumpsters / Trash	County	
Elevators	N/A	
Exterior Cleaning	Taft/Straubinger	
Exterior Doors (incl. Closure Devices, Frames, Molding, etc.)	County	
Exterior Electrical: Meter Base, Outlets, Switches, etc.	Taft/Straubinger	
Exterior Lighting (Pole and Building Fixtures)	Taft/Straubinger	
Exterior Painting	Taft/Straubinger	
Exterior Plumbing (incl. Septic Tanks, Lift Stations, Pumps, etc.)	Taft/Straubinger	
Exterior Walls, Building Envelope, and other Structural Components	Taft/Straubinger	
Exterior Windows	County	
Fire Alarm Systems (incl. False Alarms)	Taft/Straubinger	
Fire Extinguishers	County	
Generators	N/A	
HVAC (incl. Filters, Repairs, and Replacement)	County	
Interior Doors (incl. Closure Devices, Frames, Molding, etc.)	County	
Interior Electrical: Main Switchgear & Breakers	County	
Interior Electrical: Outlets, Switches, Light Fixtures, Distribution Panels, etc.	County	
Interior Decoration (incl. Paint, Hanging Pictures, Shelves, TV's, Dispensers, etc.)	County	
Interior Plumbing: Faucets, Toilets, Sinks, Water Heaters, Appliances etc. (incl. Leaks under Slab or Inside Walls)	County	
Interior Windows, Glass Partitions, Window Treatments, Ceiling Tiles	County	
Irrigation Systems (incl. Controllers, Pumps)	Taft/Straubinger	
Janitorial	N/A	
Landscaping (incl. Debris Clean-up & Storm Drainage)	Taft/Straubinger	
Life Safety / Fire Sprinklers / Fire Hood Suppression	County	
Locks / Key Management	County	
Overhead Doors / Automatic Gates (incl. Closure Devices, etc.)	County	
Parking Lot and Driveway (incl. Hardscapes)	Taft/Straubinger	
Pest Control (incl. removal/disposal of dead animals)	County	
Roof	Taft/Straubinger	
Security Systems / Cameras	County	

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Signage	N/A	
Utilities – Electrical	County	
Utilities – Internet Access, Phones, IT equipment	County	
Utilities – Water / Sewer	Taft/Straubinger	
Other:		
Other:		
Other:		
Other:		