



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 1

DATE: February 11, 2021

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

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

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

CONTACT PERSON: **Mindy T. Cummings, Manager**

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

ACTION REQUESTED: Approval and execution of Lease Agreement by and between 105 Partners, LLP and Orange County, Florida and Sublease Agreement by and between Orange County, Florida and Ninth Judicial Circuit Court of Florida and authorization for the Real Estate Management Division to exercise renewal options, execute tenant estoppel certificates, execute certificate of occupancy, and furnish notices, required or allowed by the lease and sublease, as needed.

PROJECT: Court Dispute Resolution
105 East Robinson Street, Suite 400, Orlando, Florida 32801
Lease File #10071

District 5

PURPOSE: To provide office and mediation space for the Ninth Judicial Circuit Court.

ITEMS:

Lease Agreement

Cost: Year 1 - \$22,366.02 base rent per month
Year 2 - \$23,037.00 base rent per month
Year 3 - \$23,728.11 base rent per month
Year 4 - \$24,439.95 base rent per month
Year 5 - \$25,173.15 base rent per month

Size: 10,423 square feet

Term: 5 years

Options: Three, 5-year renewals

Sublease Agreement

BUDGET:

Account No.: 1248-043-0857-3620

APPROVALS:

Real Estate Management Division
County Attorney's Office
Ninth Judicial Circuit Court
Facilities Management Division
Risk Management Division

REMARKS:

Court Dispute Resolution (Mediation) currently occupies a small office space on the first floor of the Orange County Courthouse. In recent years, the number of cases heard in Mediation has exceeded the capacity and has left clients to wait in the rotunda of the Courthouse. In order to better serve the citizens of Orange County, the Ninth Judicial Circuit Court (Court) requested additional leased space in close proximity to the Courthouse.

This Lease Agreement will provide for the Court's use of the leased premises for their Dispute Resolution Services Division for a term of five years, with three, five-year renewal options.

This Sublease Agreement outlines insurance and indemnification requirements and maintenance responsibilities for the Court.

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter called "**Lease**") made as of the date last executed below by and between 105 PARTNERS, LLP, a Florida limited liability partnership (hereinafter called "**Landlord**"), and ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida (hereinafter called "**Tenant**").

WITNESSETH:

That the Landlord for and in consideration of the covenants and agreements hereinafter set forth and the rent hereinafter specifically reserved, does hereby lease, unto said Tenant the space described as follows:

Premises

1.01. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord those certain offices in the building located at 105 E. Robinson St. Suite 400, Orlando, FL 32801 (the "Building") which consist of 10,423 rentable square feet of office space (the "Premises" or "Demised Premises") comprising the entirety of the fourth (4th) floor of the Building, as shown in Exhibit A incorporated herein by reference. Rentable square feet includes Tenant's pro-rata share of common areas.

Term

2.01. The term shall be for sixty (60) months (or until such term shall sooner cease, expire, or terminate as hereinafter provided) commencing on first day of the first month following Landlord's notice of the completion of the improvements as outlined in Section 6.01 and Exhibit "C" and ending sixty (60) months thereafter.

Base Rent

3.01. As Base Rent for the use and occupancy of the Premises, Tenant shall pay to the Landlord for the term the sum set forth below, without deduction, demand, or notice payable in advance, in equal monthly installments. The first installment being payable on the execution of this agreement and the remaining installments payable in advance on the first day of each and every month without demand during the said term at the office of The Bywater Company, 105 E. Robinson St, Ste 200, Orlando, FL 32801, or such other place as the Landlord may hereafter designate in writing. Rent checks are to be made payable to 105 Partners, LLP or such other person, firm or corporation as the Landlord may designate in writing. If the Term commences on a day other than the first day of the month, the first payment shall be prorated on a thirty-day per calendar month basis for the period from the Lease Commencement Date to the first day of the first full month during the Term.

	Annual rental	Monthly rental
Lease Months 1 – 12	\$268,392.25	\$22,366.02
Lease Months 13 – 24	\$276,444.02	\$23,037.00
Lease Months 25 – 36	\$284,737.34	\$23,728.11
Lease Months 37 – 48	\$293,279.46	\$24,439.95
Lease Months 49 – 60	\$302,077.84	\$25,173.15

In addition to the Base Rent, Tenant shall and hereby agrees to pay to Landlord each month a sum equal to any applicable sales tax, tax on rentals, and any other charges, taxes and/or impositions now in existence or hereafter imposed based upon the privilege of renting the space leased hereunder or upon the amount of rentals collected therefor. Nothing herein shall, however, be construed to require Tenant to pay any part of any Federal and State Taxes on income imposed upon Landlord.

Additional Rent

4.01. Tenant shall, for each calendar year after the Base Year (hereinafter defined), pay to Landlord as Additional Rent 21.50 % (10,423 square feet of 48,520 square feet) (being the proportion which the rentable floor area of the Demised Premises bears to the total rentable floor area of Building) of the increase (if any) in the Operating Costs of the Building (as hereinafter defined) for such calendar year over the Operating Costs of the Building for the Base Year. The Operating Costs of the Building are hereby defined as all real estate taxes and assessments on the real property (land and Building) of which the Demised Premises are part, heat, air conditioning, utilities, insurance, janitorial and cleaning service, pest control, salaries, wages and other personnel costs of engineers, superintendents, watchmen and other Building employees, charges under maintenance and service contracts for chillers, boilers, controls and/or elevators, exterior window cleaning and Building maintenance, landscape maintenance, parking lot maintenance and repair, personal property taxes (if any) in connection with personal property used in the operation of the Building, and maintenance, operation and repair expenses and supplies which are deducted (not capitalized) for such calendar year for Federal Income Tax purposes, Building management fees, legal and accounting fees, and all other costs and expenses of operating the Building; provided, however, that Operating Costs of the Building shall not include (i) leasing commissions, and (ii) payments of principal and interest on any mortgages or other encumbrances upon the Building, unless the investment with respect to which such encumbrance arose was made for the purpose of reducing the Operating Costs of the Building (in which event the minimum charge to Operating Costs shall not exceed the reduction in Operating Costs directly attributed to such investment). Real estate taxes for the Base Year and subsequent calendar years shall include general real estate taxes, special assessments and any other taxes that may be imposed upon the premises. The Base Year is hereby defined as 2021.

4.02. Within one hundred twenty (120) days after the start of each calendar year, Landlord shall determine the anticipated increase or decrease (if any) in the Operating Costs of the Building for such calendar year over the Operating Costs of the Building for the Base Year. Landlord shall submit to Tenant a statement of the aforesaid determination, including Tenant's aforesaid proportionate share of such increase. Tenant shall pay its proportionate share to Landlord, as additional rent, in equal monthly payments (the number of payments to be equal to the number of full months remaining in the calendar year at the time the statement is rendered). Not later than ninety (90) days following the conclusion of each calendar year subsequent to the Base Year, Landlord shall give to Tenant an accounting of the actual expenses for the previous calendar year. In the event such actual expenses exceed Tenant's payments, Tenant shall remit the outstanding balance to Landlord within thirty (30) days of receipt and Tenant's approval of such accounting. In the event Tenant's payments of such expenses exceed the actual expenses incurred by Landlord, Tenant shall receive a rent credit in the amount of the difference on the next applicable month's base rent. All amounts shall be equitably adjusted so that Tenant's share of the Operating Costs shall not be payable with respect to that portion of a calendar year, if any, during which this Lease is not in effect. Landlord agrees to maintain accounting books and records reflecting Operating Expenses of the Building in accordance with generally accepted accounting principles.

4.03 The Base Rent provided for in this Lease contemplates the annual Operating Costs to the Landlord, for the items in Paragraph 4.01 of this lease (including taxes) will not exceed \$10.65 per square foot of rentable area during the first year of the term of this Lease. The Landlord is hereby authorized, at any time during the first year of this Lease, to investigate and to estimate by whatever means practicable, the actual Operating Costs of the Demised Premises.

Except as set forth in Section 4.02 above, in no event shall the rental payable by Tenant during the calendar year be less than the monthly Base Rental, plus applicable operating cost increases.

Security Deposit

5.01. Security deposit waived

Examination of Premises

6.01. Tenant, having examined the Demised Premises, is familiar with the condition thereof and, relying solely upon such examination, will take them in their present condition, except as follows, which will be completed by Landlord, at Landlord's sole cost and expense:

- Replace all carpeted areas with carpet tiles.
- Single rest room to be added in rear suite. Final location to meet Tenant's approval.
- Bad exterior glass to be replaced, this will take place as fast as practical (special order).
- All lighting will be in good working order with consistent color output.
- West conference room wall/door to be removed/modified to expand the waiting area and make cosmetic changes (plan to be approved by Tenant)
- Lobby air conditioning will be repaired or replaced as required to properly cool the building ground floor lobby.
- Window office with missing door will have door added. Door will be similar to other office doors.

The "**Commencement Date**" shall be seven (7) calendar days after the date which Landlord provides notice to Tenant that the aforementioned work is completed. During said seven (7) day period, Tenant may inspect such work and if additional work is needed, such work shall be completed by Landlord as promptly as practicable.

Use of Premises

7.01. The Tenant shall use and occupy the Demised Premises for Mediation and other court functions or such other governmental functions as may be appropriate and for no other purpose whatsoever.

Upkeep of Premises

8.01. The Tenant agrees that it will keep the Demised Premises and the fixtures therein in good order and condition and will, at the expiration or other termination of the term hereof, surrender and deliver up the same in like good order and condition as the same now is or shall be at the commencement of the term hereof, ordinary wear and tear, and damage by the elements, fire, and other unavoidable casualty excepted, unless caused by negligence of Tenant or their agents or employees.

Assignment and Subletting

9.01 Tenant shall not assign this Lease nor any rights hereunder, not let or sublet all or any part of the Demised Premises. Landlord and Tenant understand and agree that the Demised Premises will be used by the Ninth Judicial Circuit Court for dispute resolution services. Tenant shall not suffer or permit any person or entity other than the Ninth Judicial Circuit Court to use any part of the Demised Premises, without first obtaining express written consent of Landlord. Should Landlord consent to such assignment of the Lease, or to a sublease of all of any part of the Demised Premises, Tenant does hereby guarantee payment of all Rent herein reserved until the expiration of the term hereof, sub-lessees or assignees shall become directly liable to Landlord for all obligations of Tenant hereunder, and no failure of Landlord to promptly collect from any assignee of sub-lessee, or any extension of the time for payment of such Rent, shall release or relieve Tenant from its guaranty or obligation of payment of such Rent. Any assignment of sublet approved by Landlord shall not relieve Tenant of its obligations hereunder. Tenant shall reimburse Landlord for all of the reasonable and necessary accounting and other direct costs incurred due to Tenant's sublet or assignment. In determining whether or not to grant consent to the Tenant's sublet or assignment request, Landlord may consider any reasonable factor. Landlord and Tenant agree that any one of the following factors, or any other reasonable factor, will be reasonable grounds upon which Landlord may approve or deny the Tenant request:

- (a) Use of the Demised Premises by the proposed subtenant/assignee will not violate or create any potential violation of any laws, covenants or other agreements affecting the Property or Demised Premises, the Landlord or other tenants;
- (b) The proposed subtenant/assignee is of a character and engaged in a business consistent with the use of the Building;
- (c) The financial strength of the proposed subtenant/assignee; and
- (d) To the best of Tenant's knowledge, the proposed subtenant/assignee must not be an existing tenant in the Building nor had prior contact with the Landlord or its leasing agents regarding the leasing of space in the Building within twelve (12) months prior to Tenant's request for assignment or sublet.

Fire Insurance

10.01. Landlord shall, at its expense, keep the building of which the Demised Premises form a part, insured against loss by fire or casualty with extended coverage in an amount determined by the Landlord, and said policy shall include a standard waiver of subrogation clause in favor of Tenant. The Tenant will not do or permit anything to be done in the Demised Premises or the Building of which they form a part or bring or keep anything therein which shall in any way increase the rate of fire or other insurance in said Building, or on the property kept therein, or obstruct, or interfere with the rights of other tenants, or in any way injure or annoy

them, or those having business with them, or conflict with them, or conflict with the fire laws or regulations, or with any insurance policy upon said Building or any part thereof, or with any statutes, rules or regulations enacted or established by the appropriate governmental authority.

In the event the cost of premiums on said fire and extended insurance increases due to the hazardous nature of the use and occupancy by Tenant of the Premises, then the entire increase in insurance cost shall be paid by Tenant as additional rent in a lump sum upon receipt of invoice from the Landlord.

Alterations

11.01. Tenant will not make any alterations, installations, changes, replacements, additions, or improvements (structural or otherwise) in or to the Demised Premises or any part thereof, without the prior written consent of the Landlord. All alterations or improvements shall be and remain a part of the Demised Premises at the expiration of this Lease; or at the option of the Landlord, Landlord may require Tenant to remove all or any portion of said improvements and restore that portion to its original condition. The cost of said removal and restoration shall be paid by Tenant.

Tenant's Agreement

12.01. Tenant further agrees that no sign, advertisement or notice shall be inscribed, painted or affixed on any part of the outside or inside of the Demised Premises or Building, except on the directories and doors of offices, and then only in such size, color and style as the Landlord shall approve. Landlord shall have the right to prescribe the weight, and method of installation and position of safes or other heavy fixtures or equipment and Tenant will not install in the premises any fixtures, equipment or machinery that will place a load upon any floor exceeding the floor load per square foot area which such floor was designed to carry. All damage done to the Building by taking in or removing a safe or any other article of Tenant's office furniture or equipment, or due to its being in the Demised Premises, shall be repaired at the expense of the Tenant. No freight, furniture or other bulky matter of any description will be received into the Building or carried in the elevators, except as approved by the Landlord. Tenant agrees promptly to remove from the public area adjacent to said Building any of Tenant's merchandise there delivered or deposited.

Electrical Equipment

13.01. Tenant will not install or operate in the Demised Premises any electrically operated equipment, or other machinery, other than typewriters, adding machines, computers, and such other electrically operated office machinery and equipment normally used in modern offices, without first obtaining the prior written consent of the Landlord. Landlord may condition such consent upon the payment by the Tenant of additional rent as compensation for such excess consumption of water and/or electricity as may be occasioned by the operation of said equipment or machinery. Tenant shall not install any other equipment of any kind or nature whatsoever which will or may necessitate any changes, replacements or additions to or required by the increased/enhanced use of the water system, plumbing system, heating system, air conditioning system or the electrical system of the Demised Premises without the prior written consent of the Landlord.

Tenant Equipment

14.01. Maintenance and repair of equipment installed after the Commencement Date, such as kitchen fixtures, separate air conditioning equipment, or any other type of special equipment, whether installed by Tenant or by Landlord on behalf of Tenant, shall be the sole responsibility of Tenant and Landlord shall have no obligation in connection therewith, unless Landlord agrees, in writing, to maintain and repair such equipment.

Access

15.01. Tenant agrees that it will allow the Landlord, its agents or employees, to enter the Demised Premises with a minimum of twenty-four (24) hours' notice (unless such access is needed in an emergency situation, in which case the twenty-four (24) hours' notice is hereby waived), to examine, inspect, or to protect the same or prevent damage or injury to the same, or to make such alterations and repairs to the Demised Premises as the Landlord may deem necessary; or to exhibit the same to prospective tenants during the last three (3) months of the term of this Lease.

Illegal Use

16.01. The Tenant will not use or permit the Demised Premises or any part thereof to be used for any disorderly, unlawful or extra hazardous purpose nor for any other purpose than hereinbefore specified; and will not manufacture any commodity therein, without the prior written consent of the Landlord.

Rules and Regulations

17.01. The Tenant covenants that the following rules and regulations, and additional rules and regulations attached hereto as Exhibit B, and such other and further rules and regulations as the Landlord may make and which in the Landlord's judgment are needful for the general wellbeing, safety, care and cleanliness of the Demised Premises and the Building of which they are a part together with their appurtenances, shall be faithfully kept, observed and performed by the Tenant, and by its agents, servants, employees and guests. In the event a specific rule or regulation significantly and negatively impacts Tenant's ability to perform its Permitted Use, Tenant may, at its sole discretion, notify Landlord of Tenant's inability to abide by such rule or regulation and Landlord shall not consider Tenant's inability to perform such rule or regulation as a breach of this Lease.

17.02. The sidewalks, entries, passages, elevators, public corridors and staircases and other parts of the Building which are not occupied by the Tenant shall not be obstructed or used for any other purpose than ingress or egress.

17.03. The Tenant shall not install or permit the installation of any awnings, shades, and the like other than those approved by the Landlord in writing.

17.04. Upon the request of Tenant, Landlord will place additional locks upon any doors of the Demised Premises at Tenant's sole cost and expense. The doors leading to the corridors or main halls shall be kept closed during business hours except as they may be used for ingress or egress.

17.05. The Tenant shall not construct, maintain, use or operate within said Demised Premises or elsewhere in the Building of which the Demised Premises form a part or on the outside of the Building, any equipment or machinery which produces music, sound or noise which is audible beyond the Demised Premises.

17.06. Electric and telephone floor distribution boxes shall remain accessible (not covered by items such as rugs or equipment) at all times.

17.07. Bicycles, motor scooters or any other type of vehicle shall not be brought into the lobby or elevators of the Building, or into the Demised Premises.

Damage

18.01. All injury to the Demised Premises or the Building of which they are a part, caused by moving the property of Tenant into or out of, the said Building and all breakage done by Tenant, or the agents, servants, employees and visitors of Tenant, shall be repaired by the Landlord, at the expense of the Tenant. Such repair reimbursement shall be paid by the Tenant

with the right on the part of the Landlord to elect in its discretion, to regard the same as additional Rent, in which event such cost or charge shall become Additional Rent payable with the installment of Rent next becoming due or thereafter falling due under the terms of this Lease.

Personal Property

19.01. All personal property of the Tenant in the Demised Premises or in the Building of which the Demised Premises is a part shall be at the sole risk of the Tenant. The Landlord shall not be liable for any accident to or damage to property of Tenant resulting from the use or operation of elevators or of the heating, cooling, electrical or plumbing apparatus. Landlord shall not, in any event, be liable for damages to property resulting from water, steam or other causes. Tenant hereby expressly releases and agrees to hold Landlord harmless from any liability incurred or claimed by reason of damage to Tenant's property.

Liability

20.01. The Landlord assumes no liability or responsibility whatsoever with respect to the conduct and operation of the business to be conducted in the Demised Premises. The Landlord shall not be liable for any accident to or injury to any person or persons or property in or about the Demised Premises which are caused by the conduct and operation of said business or by virtue of equipment or property of the Tenant in said premises. The Tenant agrees to hold the Landlord harmless against all such claims.

Public Liability Insurance

20.02. Without waiving its sovereign immunity, Tenant or subtenant, at their own expense, shall provide and keep in force public liability insurance for bodily injury and property damage in the amount of not less than \$200,000.00/person and \$300,000/incident with respect to bodily injury or death damage to property, or such limits as they may be amended by the Florida legislature from time to time.

Tenant and subtenant are both covered for liability under their respective self-insurance programs subject to the limitations specified in Section 768.28, Florida Statutes. Tenant or subtenant shall provide certificates of insurance affirming their respective self-insurance programs. As such the remainder of this paragraph shall not apply. Such policy shall provide such coverage whether Landlord or Tenant has liability under this Lease for the repair, maintenance or replacement of the Premises. Tenant shall furnish Landlord with a certificate of such policy prior to the date of any use or certificate of such policy prior to the date of any use or occupancy of the Lease Premises by Tenant, and whenever required shall satisfy Landlord, The Bywater Company and any mortgagee as an additional Insured. The policy shall further provide that it shall not be cancelled or altered without thirty (30) days prior written notice to Landlord. Each policy required by this Lease shall contain a provision permitting Tenant to waive all rights of recovery and claims by way of subrogation unless caused by Landlord's negligence, in the following form:

"This insurance policy shall not be cancelled should the insured waive in writing prior to any loss any or all right of recovery against any party for loss covered by this policy".

If, on account of the failure of Tenant to comply with any provision of this Section 20.02, Landlord is determined to be a co-insured by its insurance carrier, then any loss or damage Landlord shall sustain by reason thereof shall be borne by Tenant and shall be immediately paid by Tenant upon receipt of a bill thereof and evidence of such loss.

Landlord makes no representation that the limits specified to be carried by Tenant under the terms of this Lease are adequate to protect Tenant, and in the event Tenant believes that such insurance coverage called for under this Lease is insufficient, Tenant shall provide, at its own expense, such additional insurance as required by this Section 13. Landlord shall have the right but not the obligation to procure such insurance on behalf of Tenant, charging all costs and

expenses to Tenant as additional rent hereunder.

Services

21.01. The Landlord shall furnish reasonably adequate water, lavatory supplies, fluorescent tube replacements, and automatically operated elevator service during normal business hours, and normal and usual cleaning and janitorial service after business hours, without additional cost to the Tenant. Landlord further agrees to furnish heat from a central heating plant and air conditioning by means of a central air conditioning system during the appropriate seasons of the year, between the hours of 7:00 AM and 7:00 PM on Monday through Friday, 9:00AM and 1:00PM Saturday (exclusive of holidays), provided, however, that the Landlord shall not be liable for failure to furnish, or for suspension or delays in furnishing, any of such services caused by breakdown, maintenance or repair work or strike, riot, civil commotion, or any cause or reason whatever beyond the control of the Landlord.

Bankruptcy

22.01. If the Tenant shall make an assignment of its assets for the benefit of creditors, or if the Tenant shall become insolvent (either because total liabilities exceed assets or because insufficient cash is available to meet current liabilities) during the term of this Lease, then and in any of said events this Lease shall immediately cease and terminate at the option of the Landlord with the same force and effect as though the date of said event was the day herein fixed for expiration of the term of this Lease.

Default

23.01. If Tenant defaults in the prompt payment of Rent or Additional Rent and such default shall continue for ten (10) days after the same shall be due and payable; or in the performance or observance of any other provision of this Lease and such other default shall continue for fifteen (15) days after notice thereof shall have been given to Tenant; or if the leasehold interest of Tenant be levied upon under execution or attached by process of law; or if Tenant abandons the Demised Premises; then and in any such event Landlord, if it so elects forthwith, or at any time thereafter while such default continues, either may terminate Tenant's right to possession without terminating this Lease, or may terminate this Lease.

23.02. Upon termination of this Lease, whether by lapse of time or otherwise, or upon any termination of the Tenant's right to possession without termination of the Lease, the Tenant shall surrender possession and vacate the Demised Premises immediately and deliver possession thereof to the Landlord.

23.03. Tenant shall be deemed to have abandoned the Demised Premises if rent is not currently paid and Tenant is absent from the Premises for a period of fifteen (15) days. If the Tenant abandons the Demised Premises or otherwise entitles the Landlord so to elect, and if the Landlord elects to terminate the Tenant's right to possession only, without terminating the Lease, the Landlord may, at the Landlord's option, enter into the Demised Premises, remove the Tenant's signs and other evidences of tenancy, and take and hold possession thereof without such entry and possession terminating the Lease or releasing the Tenant, in whole or in part, from the Tenant's obligation to pay the Rent hereunder for the full term. Upon and after entry into possession without termination of the Lease, the Landlord may relet the Demised Premises or any part thereof for the account of the Tenant to any person, firm or corporation other than the Tenant for such rent, for such time, and upon such terms as the Landlord in the Landlord's sole discretion shall determine. In any such case, the Landlord may make repairs in or to the Demised Premises, and redecorate the same to the extent deemed by the Landlord necessary or desirable, and the Tenant shall, upon demand, pay the cost thereof together with the Landlord's expenses of the reletting. If the consideration collected by the Landlord upon any such reletting for the Tenant's account is not sufficient to pay the full amount of unpaid rent reserved in this Lease, together with the costs of repairs, alterations, additions, redecorating, and the Landlord's expenses, the Tenant shall pay to the Landlord the amount of each deficiency upon demand.

23.04. Intentionally deleted.

23.05. If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy act shall be filed by or against Tenant, or any voluntary or involuntary proceedings in any court shall be instituted to declare Tenant insolvent or unable to pay Tenant's debts, or if Tenant makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for Tenant or for the major part of Tenant's property, then and in such event Landlord may, if Landlord so elects, with or without notice of such election and with or without entry or other action by Landlord, forthwith terminate this Lease, and notwithstanding any other provisions of this Lease, Landlord shall forthwith upon such termination be entitled to recover damages in an amount equal to the then present value of the Rent specified in Paragraph 2 of this Lease for the residue of the stated term hereof, less the fair rental income of the Premises received by Landlord for the residue of the stated term.

23.06. In the event a party deems it necessary to take legal action to enforce any provision of this Lease or in the event of litigation, each party shall be responsible for its own attorney and other related legal fees and expenses.

23.07. If Tenant violates any of the terms and provisions of this Lease, or defaults in any of its obligations hereunder, other than the payment of rent or other sums payable hereunder, such violation may be restrained or such obligation enforced by injunction.

23.08. Intentionally deleted.

23.09. Time is of the essence with respect to Rent, Additional Rent and/or any other payment due under this Lease. All such payments required to be paid by Tenant shall be paid on the first day of the month (but not later than five days after stated due date). In the event that Rent and other sums due hereunder are received after the fifth day of the month in which they are due, Tenant shall pay to Landlord a late charge equal to 5% of the total sum due.

23.10. All rights and remedies of Landlord herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law.

Damage by Fire or Casualty

24.01. In the event of damage or destruction of the Demised Premises by fire or any other casualty, this Lease shall not be terminated, but the Demised Premises may be promptly and fully repaired and restored as the case may be by the Landlord at its own cost and expense. Due allowance, however, shall be given for reasonable time required for adjustment and settlement of insurance claims, and for such other delays as may result from government restrictions, and controls on construction, if any, and for strikes, national emergencies and other conditions beyond the control of the Landlord. It is agreed that in any of the aforesaid events, this Lease shall continue in full force and effect, but if the condition is such so as to make the entire premises untenable, then the rental which the Tenant is obligated to pay hereunder shall abate as of the date of the occurrence until the premises have been fully and completely restored by the Landlord. Any unpaid or prepaid rent for the month in which said condition occurs shall be pro-rated. If the Demised Premises are partially damaged or destroyed, then during the period that Tenant is deprived of the use of the damaged portion of said premises, Tenant shall be required to pay rental covering only that part of the Demised Premises that it is able to occupy, based on that portion of the total rent which the amount of square foot area remaining that can be occupied bears to the total square foot area of all the Demised Premises covered by this Lease. In the event the Demised Premises are substantially or totally destroyed by fire or other casualty so as to be entirely untenable and it shall require more than ninety (90) days for the Landlord to commence restoration of same, then either party hereto, upon written notice to the other party, may terminate this Lease, in which case the rent shall be apportioned and paid to the date of said fire or other casualty. No compensation, or claim, or diminution of rent will be allowed or paid, by Landlord, by reason of inconvenience, annoyance, or injury to business, arising from the necessity of repairing the Demised Premises or any portion of the Building of which they are a part, however the necessity may occur.

Subordination

25.01. This Lease is subject and subordinate to all ground or underlying leases and to all mortgages which may now or hereafter affect such leases or the real property of which the Demised Premises form a part, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required by any mortgagee. In confirmation of such subordination, Tenant shall execute promptly any certificate that the Landlord may request.

Condemnation

26.01. Tenant agrees that if the Demised Premises, or any part thereof, shall be taken or condemned for public or quasi-public use or purpose by any competent authority, Tenant shall have no claim against the Landlord and shall not have any claim or right to any portion of the amount that may be awarded as damages or paid as a result of any such condemnation; and all right of the Tenant to damages therefor, if any, are hereby assigned by the Tenant to the Landlord. If all or a substantial part of the Demised Premises shall be so condemned or taken, the term of this Lease shall cease and terminate from the date of such governmental taking or condemnation, and the Tenant shall have no claim against the Landlord for the value of any unexpired term of this Lease, and the Landlord shall have no claim against the Tenant for the value of the unexpired term of this Lease. If any part of the Building other than the Demised Premises shall be so condemned or taken, Landlord may, at its sole option, terminate this Lease upon sixty (60) days written notice to Tenant of such termination. In no event shall the Landlord be liable to the Tenant for any business interruption, diminution in use or for the value of any unexpired term of this Lease.

Tenant Holdover

27.01. Tenant agrees that if Tenant does not surrender to Landlord said Demised Premises at the end of the term of this Lease, or upon any cancellation of the term of this Lease, without prior written consent of Landlord, such holdover tenancy shall be a tenancy at sufferance, and Tenant shall pay to Landlord all damages that Landlord may suffer on account of Tenant's failure to surrender possession of said Demised Premises, and will indemnify Landlord on account of delay of Landlord in delivering possession of said Premises to another Tenant. Unless Tenant's failure to surrender the Premises is consented to in writing by the Landlord, the rent during any holdover period shall be double the adjusted rental specified in this Lease, without necessity of additional demand therefor. The acceptance of such rent shall not be deemed to be consent to such continued occupancy nor shall it be deemed a waiver of any rights of the Landlord as set forth herein, at law or in equity. Notwithstanding the foregoing, in the event Landlord and Tenant are in good faith negotiations for a renewal or extension of this Lease, Landlord shall not assess double rent under this section unless such negotiations extend for a period beyond ninety (90) days.

Possession

28.01. If Landlord shall be unable to give possession of the Demised Premises within one-hundred and twenty (120) days of the Effective Date (hereinafter defined) hereof by reason of the fact that the Demised Premises are not sufficiently completed to make the Demised Premises ready for occupancy, Tenant shall have the right to terminate this Lease. Under such circumstances the Rent reserved and covenanted to be paid herein shall not commence until the later of (i) possession of Demised Premises is given or (ii) the Premises are available for occupancy by Tenant. If permission is given to Tenant to enter into the possession of the Demised Premises prior to the date specified as the Commencement Date of the term of this Lease, then Tenant covenants and agrees that such occupancy shall be deemed to be under all the terms, covenants, conditions and provisions of this Lease, but such occupancy shall not be deemed as an extension of the Lease.

Offset Statement "Estoppel Certificate"

29.01. Within fifteen (15) days after Landlord's request, Tenant shall execute in

recordable form and deliver a declaration to any person designated by Landlord (a) ratifying this Lease; (b) stating the commencement and termination dates of this Lease; and (c) certifying (i) that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended except by such writing as shall be stated), (ii) that all conditions under this Lease to be performed by Landlord have been satisfied (stating exceptions, if any), (iii) no defenses or offsets against the enforcement of this Lease by Landlord exist (or, if any, stating those claimed), (iv) advance rent, if any, paid by Tenant, (v) the date to which rent has been paid, (vi) the amount of security deposited with Landlord, and such other information as Landlord reasonably requires. Persons receiving such statements shall be entitled to rely upon them.

29.02. Tenant's Manager of the Real Estate Management Division, or designee, shall have the authority to execute such estoppel certificate on behalf of Tenant.

Attornment

30.01. Tenant shall, in the event of a sale or assignment of Landlord's interest in the Demised Premises or the Building, or if the Demised Premises or the Building comes into the hands of a mortgagee, ground lessor or any other person, attorn to the purchaser or such mortgagee or other person and recognize the same as Landlord hereunder. At Landlord's request, Tenant shall execute, within fifteen (15) days, a mutually agreeable attornment agreement required to be executed, containing such provisions as are required.

30.02. Tenant's Manager of the Real Estate Management Division, or designee, shall have the authority to execute such attornment agreement on behalf of Tenant.

Duty to Cooperate

31.01. Intentionally deleted.

Counterclaim

32.01. Intentionally deleted.

Waiver of Jury Trial

33.01. 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 relationship of Landlord and Tenant, Tenant's use or occupancy of the Leased Premises, and/or any claim of injury or damage.

Waiver of Rights of Redemption

34.01. Intentionally deleted.

Taxes on Leasehold

35.01. Intentionally deleted.

No Liens on Landlord's Interest

36.01. Tenant will not knowingly permit or suffer any lien attributable to Tenant or its agents or employees to attach to the Demised Premises or the Building and nothing contained herein shall be deemed to imply any agreement of Landlord to subject Landlord's interest or estate to any mechanics' lien or any other lien. If any mechanics' lien is filed against the Demised Premises or the Building as a result of additions, alterations, repairs, installations or improvements made or claimed to have been made by Tenant or anyone holding any part of the Demised Premises through or under Tenant, or any other work or act of any of the foregoing, Tenant shall discharge the same within twenty (20) days from the filing thereof. If Tenant fails to so discharge by payment, bond or court order any such mechanics' lien, Landlord, at its

option, in addition to all other rights or remedies herein provided, may bond said lien or claim (or pay off said lien or claim if it cannot be bonded) for the account of Tenant without inquiring into the validity thereof, and all sums so advanced by Landlord shall be paid by Tenant to Landlord as additional rent on demand. Pursuant to Florida Statutes, Section 713.10, all potential lien claimants are hereby placed upon notice that the interest of the Landlord may not be subject to any lien whatsoever.

Pronouns

37.01. Feminine or neutral pronouns shall be substituted for those of the masculine form, and the plural shall be substituted for the singular number, in any place or places herein in which the context may require such substitution or substitutions. The Landlord herein for convenience has been referred to in neutral form.

Notices

38.01. All notices required or desired to be given hereunder by either party to the other shall be given by certified or registered mail postage prepaid, return receipt requested. Notice to the respective parties shall be addressed as follows:

If to the Landlord: 105 Partners LLP
C/o The Bywater Company
105 E. Robinson St., Ste. 200
Orlando, FL 32801

If to the Tenant: Orange County, Florida
Attn: Real Estate Management Division Manager
P.O. Box 1393
Orlando, FL 32802

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

with a copy to: Orange County Courthouse
Attn: Court Administration
Suite 2130
425 N. Orange Avenue
Orlando, FL 32801

Either party may, by written notice, designate a new address to which such notices shall be directed.

Relocation

39.01. Intentionally deleted

Broker's Commission

40.01. Landlord, for itself, its successors or assigns acknowledges by its execution hereof that The Bywater Company and CBRE are the procuring broker of this Lease and agrees to pay a leasing commission in accordance with the Leasing Agreement between The Bywater Company & 105 Partners LLP.

Accord and Satisfaction

41.01. Intentionally deleted.

Quiet Enjoyment

42.01. As long as Tenant fully complies with the terms, conditions, and covenants of this lease, Landlord agrees that Tenant shall and may peaceably have, hold and enjoy the Demised Premises without hindrance or molestation by Landlord.

Governing Law

43.01. This Lease shall be construed under the laws of the State of Florida and the venue of any action to enforce rights hereunder shall be Orange County, Florida.

Benefit and Burden

44.01. Except as otherwise expressly set forth in this Lease, the covenants, conditions, agreements, terms and provisions herein contained shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective personal representatives, successors and assigns. No rights, however, shall inure to the benefit of any assignee or sub-lessee of Tenant unless the assignment or sub-lease to such assignee or sub-lessee has been approved by Landlord in writing as provided in Paragraph 9.01 hereof.

Captions and Section Numbers

45.01. This Lease shall be construed without reference to titles of paragraphs which are inserted only for convenience of reference.

Partial Invalidity

46.01. If any provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Entire Agreement

47.01. There are no representations, covenants, warranties, promises, agreements, conditions or undertakings, oral or written, between Landlord and Tenant other than herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless in writing and signed by them.

Exhibits

48.01. Exhibits made part of this Lease and incorporated herein by reference include the following marked X.

<u> X </u>	A – The Building and Floor Plan of the Demised Premises
<u> X </u>	B - Rules and Regulations
<u> X </u>	C - Declaration by Landlord and Tenant
<u> X </u>	D - Garage Rules and Regulations
_____	E – Personal Guarantee

Time of Essence

49.01. It is understood and agreed between the parties hereto that time is of the essence of all the terms, provisions, covenants and conditions of this Lease.

Effective Date

50.01. Submission of this instrument for examination does not constitute an offer, right of first refusal, reservation of or option for the Leased Premises or any other space or premises in, on or about the Building. This instrument becomes effective as a Lease upon the date last

executed below (the "Effective Date").

Future Tenant Improvements

51.01. Following the Commencement Date, in the event Tenant requests additional construction projects to improve the Leased Premises (not including initial improvements defined in Section 6.01), Landlord shall complete the improvements projects to Tenant's specifications. Tenant will reimburse Landlord all reasonable costs associated with such construction.

Tenant Security

52.01. Landlord, at Tenant's expense, may locate security outside of the Leased Premises (specifically, in the ground floor's lobby), during the hours Tenant is open for dispute resolution services. Such expense shall not exceed Fifty Five Thousand Three-Hundred and Twenty-Five Dollars and 42/100 Dollars (\$55,325.42) for the first year, with an annual increase limited to 2% of the prior year's expense. Tenant shall pay for the security services as Additional Rent, in equal monthly payments. Not later than ninety (90) days following the conclusion of each calendar year subsequent to the Base Year, Landlord shall give to Tenant an accounting of the actual security services expenses for the previous calendar year. In the event such security service expenses (subject to the cap specified above) exceed Tenant's payments, Tenant shall remit the outstanding balance to Landlord within thirty (30) days of receipt and Tenant's approval of such accounting. In the event Tenant's payments of such expenses exceed the actual expenses incurred by Landlord, Tenant shall receive a rent credit in the amount of the difference on the next applicable month's base rent. Landlord will provide a desk or station for the security personnel.

Options To Renew

53.01. Landlord shall provide three (3) five- (5-) year options to renew the lease. The Base Rent for the first renewal shall be equal to the final Base Rent of the initial Term of this Lease with annual 2% escalations and a new 2026 Base Year at \$308,119.40. The second renewal option shall be at the then market rate with 2% escalations and a new 2031 Base Year. The third and final renewal option shall be at the then market rate with 2% escalations and a new 2036 Base Year.

Parking

54.01. Tenant shall be provided by Landlord 31 unreserved parking spaces in the garage across the street from 105 E. Robinson Street at 305 Palmetto Avenue. Tenant will be provided one reserved parking space on site for law enforcement personnel.

(signature pages and exhibits follow)

IN WITNESS WHEREOF, this Lease is executed on the date below the signature block.

Signed and delivered
in the presence of:

“Landlord”
105 PARTNERS, LLP, a Florida limited
liability partnership

Witness: JAN GORDON
Printed Name: JAN GORDON

By: 
Printed Name: SIAMAK DAVID SIMINO

Witness: HEATHER RAMOS
Printed Name: HEATHER RAMOS

Title: member
Date: 1-20-2021

IN WITNESS WHEREOF, this Lease is executed on the date below the signature block.

“Tenant”
ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Jerry L. Demings*
for Jerry L. Demings
Orange County Mayor

Date: *24 February 2021*

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

By: *Craig Stopysa*
for Deputy Clerk

Printed Name: *Craig Stopysa*



EXHIBIT "A"

THE BUILDING AND FLOOR PLAN OF THE DEMISED PREMISES

Legal Description of the Building

Those certain pieces, parcels, and tracts of lands, lying, being and situate in Orange County, Florida, and being more particularly described as follows:

A portion of Lots 11 and 20, of G. TAYLOR'S ADDITION TO ORLANDO, according to the Plat thereof as recorded in Plat Book "C", Page 69, of the Public Records of Orange County, Florida, more particularly described as follows:

Begin at the Southeast corner of said Lot 20; thence North 90°00'00" West along the South line of said Lot 20, a distance of 182.50 feet; thence North 00°49'23" West along the East line of the right-of-way of Magnolia Avenue 169.26 feet; thence South 90°00'00" East 182.23 feet; thence South 00°54'50" East along the East line of said Lots 11 and 20, a distance of 169.26 feet to the Point of Beginning.

The Floor Plan of the Demised Premises

Fourth (4th) Floor

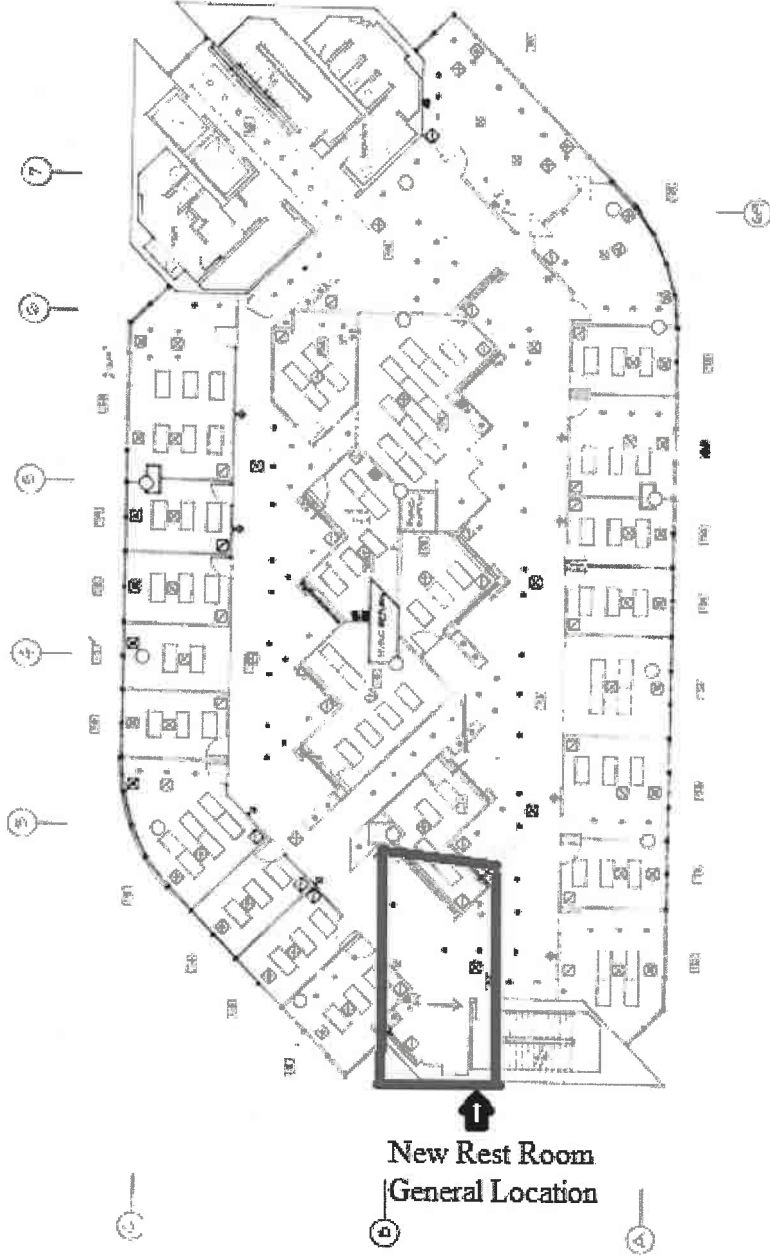


EXHIBIT "B"

BUILDING RULES AND REGULATIONS

1. The sidewalks, entries, passages, court corridors, stairways, parking lot and elevators shall not be obstructed by any of the Tenants, their employees or agents, or used by them for purposes other than ingress and egress to and from their respective suites.
2. All safes or other heavy articles shall be carried up or into the premises only at such times and in such manner as shall be prescribed by the Landlord and the Landlord shall in all cases have the right to specify the property weight and position of any such safe or other heavy article. Any damage done to the Building by taking in or removing any safe or from overloading any floor in any way shall be paid by the Tenant. Defacing or injuring in any way part of the Building by the Tenant, his agents or employees, shall be paid for by the Tenant.
3. Tenant will refer all contractors, contractors' representatives and installation technicians rendering any service on or to the premises for Tenant to Landlord for Landlord's approval and supervision before performance of any contractual service. This provision shall apply to all work performed in the Building, including installation of telephones, telegraph equipment, electrical devices and attachments and installations of any nature affecting floors, walls, woodwork, trim, windows, ceilings, equipment or any other physical portion of the Building.
4. No sign, advertisement or notice shall be inscribed, painted or affixed on any part of the inside or outside of said Building unless of such color, size and style and in such place upon or in said Building as shall first be designated by Landlord; there shall be no obligation or duty on Landlord to allow any sign, advertisement or notice to be inscribed, painted or affixed on any part of the inside or outside of said Building. Signs on doors will be painted for the Tenant by a sign writer approved by Landlord, the cost of the painting to be paid by the Tenant. A directory in a conspicuous place, with the names of the Tenants, will be provided by the Landlord; any necessary revision in this will be made by the Landlord within a reasonable time after notice from the Tenant of the error or change making the revision necessary. No furniture shall be placed in front of the Building or in any lobby or corridor without written consent of Landlord. Landlord shall have the right to remove all other signs and furniture, without notice to Tenant at the expense of Tenant.
5. Tenant shall have the nonexclusive use in common with the Landlord, other tenants, their guests and invitees, of the uncovered automobile parking areas, driveways and footways, subject to reasonable rules and regulations for the use thereof as prescribed from time to time by Landlord. Landlord shall have the right to designate parking areas for the use of the Building tenants and their employees, and the tenants and their employees shall not park in parking areas not so designated. Tenant agrees that upon written notice from Landlord, it will furnish to Landlord, within five (5) days from receipt of such notice, the state automobile license numbers assigned to the automobiles of the Tenant and its employees.
6. No Tenant shall do or permit anything to be done in said premises, or bring or keep anything therein, which will in any way increase the rate of fire insurance on said Building, or on property kept therein, or obstruct or interfere with the rights of other Tenants, or in any way injure or annoy them, or conflict with the laws relating to fire, or with any regulations of the fire department, or with any insurance policy upon said Building or any part thereof, or conflict with any rules or ordinances of any governing bodies.
7. The janitor of the Building may at all times keep a pass key, and he and other employees of the Landlord shall at all times be allowed admittance to said Leased Premises.
8. No additional locks shall be placed upon any doors without written consent of the Landlord. All necessary keys shall be furnished by the Landlord, and the same shall be surrendered upon the termination of this Lease, and the Tenant shall then give the Landlord or his agents explanation of the combination of all locks upon the doors or vaults.

9. No windows or other openings that reflect or admit light into the corridors or passageways, or to any other place in said Building, shall be covered or obstructed by any of the Tenants.
10. The water closets and other water fixtures shall not be used for any purpose other than those for which they were constructed, and any damage resulting to them from misuse, or the defacing or injury of any part of the Building, shall be borne by the person who shall occasion it.
11. No person shall disturb the occupants of the Building by the use of any musical instruments, the making of unseemly noises, or any unreasonable use. No dogs or other animals or pets of any kind will be allowed in the Building, except service animals under the Americans with Disabilities Act.
12. No bicycles or similar vehicles will be allowed in the Building.
13. Nothing shall be thrown out the windows of the Building or down the stairways or other passages.
14. Tenant shall not be permitted to use or to keep in the building any kerosene, camphor, burning fluid or other inflammable materials.
15. If any Tenant desires telegraphic, telephonic or other electric connections, Landlord or its agents will direct the electricians as to where and how the wires may be introduced, and without such directions no boring or cutting for wires will be permitted.
16. If Tenant desires shades or awnings, they must be of such shape, color, materials and make as shall be prescribed by Landlord and any outside awning proposed may be prohibited by Landlord. Landlord or its agents shall have the right to enter the premises to examine the same or to make such repairs, alterations or additions as Landlord shall deem necessary for the safety, preservation or improvement of the Building; and, during the three (3) month period prior to termination of the Lease, the Landlord or its agents may show said premises and may place on the windows or doors thereof, or upon the bulletin board, a notice "For Rent".
17. No portion of the Building shall be used for the purpose of lodging rooms or for any immoral or unlawful purposes.
18. All glass, locks and trimmings in or about the doors and windows and all electric fixtures belonging to the Building shall be kept whole, and whenever broken by anyone shall be immediately replaced or repaired and put in order by Tenant under the direction and to the satisfaction of Landlord, and on removal shall be left whole and in good repair.
19. Tenant shall not install or authorize the installation of any vending machines or food preparation devices without Landlord's written approval.
20. This is a "No Smoking" building and there shall be no smoking within the leased premises or the common areas of the building.
21. The Landlord shall furnish reasonably adequate water, lavatory supplies, fluorescent tube replacements, and automatically operated elevator service during normal business hours, and normal and usual cleaning and janitorial service after business hours, without additional cost to the Tenant. Landlord further agrees to furnish heat from a central heating plant and air conditioning by means of a central air conditioning system during the appropriate seasons of the year, between the hours of 7:00 AM and 7:00 PM on Monday through Friday (exclusive of holidays), 9:00 AM and 1:00 PM on Saturdays, provided, however, that the Landlord shall not be liable for failure to furnish, or for suspension or delays in furnishing, any of such services caused by breakdown, maintenance or repair work or strike, riot, civil commotion, or any cause or reason whatever beyond the control of the Landlord.

EXHIBIT "C"

**DECLARATION BY LANDLORD AND TENANT
AS TO DATE OF DELIVERY AND ACCEPTANCE OF
POSSESSION OF LEASED PREMISES**

This Declaration is hereby attached to and made a part of the Lease dated _____, 20____, entered into by and between 105 PARTNERS, LLP, a Florida limited liability partnership (as Landlord), and ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida(as Tenant).

Landlord and Tenant do hereby declare that possession of the Demised Premises was accepted by Tenant on the _____ day of _____, 20____; the Demised Premises required to be constructed and finished by Landlord in accordance with Section 6.02 and Exhibit "A" have been satisfactorily completed by Landlord (subject to agreed punch-list) and accepted by Tenant; the Lease is now in full force and effect; and as of the date hereof, Landlord has fulfilled all of its obligations under the Lease.

The Lease Commencement Date is hereby established as _____.

The term of this Lease shall expire on _____.

Landlord: 105 Partners, LLP

By: _____

Its: _____

Date: _____

Tenant: Orange County, FL

By: _____

Its: _____

Date: _____

EXHIBIT "D"

GARAGE RULES AND REGULATIONS

1. The speed limit in the garage is 5 miles per hour. Anyone driving over this speed can be subject to having their parking privileges revoked.
2. The walkways, entries, passages, stairways and elevator shall not be obstructed by any of the Tenants.
3. This Garage is not for any activity, which includes bicycling, skateboarding, rollerblading and jogging, other than parking. No portion of the garage shall be used for any immoral or unlawful purpose.
4. Please obey all garage signage and utilize only the space(s) leased.
5. Each parking space leased entitles an individual to park only one car in the garage at any one time.
6. Garage spaces are available 24 hours per day; however attended hours are limited.
7. Permits are NOT valid for special events parking.
8. When parking a vehicle in a stall, do not back in.
9. All vehicles must display the plastic parking tag from their rear view mirror. Parking tag number must be visible with the printing facing outward.
10. Should a replacement parking permit tag be needed due to loss or destruction a fee of \$10.00 per tag will be charged.
11. All trash shall be deposited in the bins provided on each floor.
12. Anyone defacing any garage signage or property will have their parking privileges revoked and will be subject to prosecution.
13. Smoking is prohibited by State law in elevators. Any violations will be subject to prosecution under State law.
14. Please store all valuables out of sight. R & R Ltd. shall not be responsible for items left in vehicles.
15. R & R Ltd. assumes no liability for loss of vehicle and/or contents due to theft, fire, vandalism and any other cause whatsoever

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (this “**Sublease**”) is made effective as of the date last executed below (the “**Effective Date**”) and entered into by and between Orange County, a charter county and political subdivision of the State of Florida (“**County**”) and Ninth Judicial Circuit Court of Florida (“**Court**”).

RECITALS:

- A. 105 Partners, LLP (“**Landlord**”) and County entered into that certain Lease Agreement approved by the Board of County Commissioners on February 23, 2021 (the “**Lease**”).
- B. Pursuant to the Lease, County leases from Landlord office space located at 105 E. Robinson Street, Suite 400, Orlando, Florida 32801, consisting of 10,423 square feet (the “**Leased Premises**”).
- C. Court desires to occupy the Leased Premises for its use.
- D. County agrees and has obtained permission from the Landlord to sublease the Leased Premises to the Court.
- E. County and the Court (the “**Parties**”) hereto desire to memorialize their mutual understanding of the terms and conditions of the Sublease as set forth herein consistent with the requirements of the Lease.

NOW, THEREFORE, in consideration of the promises stated in this Sublease and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. Recitals. The recitals set forth above are true and correct and are incorporated herein by this reference.

Section 2. Definitions. Defined (capitalized) terms used herein, but not defined herein, shall have the meanings given to such terms by the Lease.

Section 3. Premises. The County does hereby sublease to the Court the Leased Premises.

Section 4. Term. The term of the Sublease shall commence on the Commencement Date and shall expire sixty (60) months thereafter.

Section 5. Renewal Options. Pursuant to Section 53.01 of the Lease, County shall have three (3) options (each a “**Renewal Option**”) to renew the term successive periods of five (5) years (each, a “**Renewal Term**”). If the Court desires to renew the Sublease, and thereby the Lease, for any Renewal Term, the Court must provide written notice to County no later than six (6) months prior to the end of the then-current Renewal Term.

- a. The Real Estate Management Division Manager, or their designee, is hereby delegated the authority to execute any Renewal Terms authorized pursuant to this Sublease.

Section 6. Court to Comply with Lease Term. The Court agrees to perform, comply with, and observe the covenants, conditions, and terms of the Lease on the part of County.

Section 7. Use of Premises. Court may use the Leased Premises for mediation and other court functions or such other governmental functions as may be appropriate for the purpose of providing services to its clients. Court shall not use or permit or suffer the use of the Leased Premises for any other business or purpose. Court shall comply with the “Rules and Regulations” of the Building, which are subject to change from time to time. A copy of the current Rules and Regulations is attached to the Lease.

Section 8. Rent. In lieu of rent payments, the Court agrees to provide services as outlined in Section 7.01 of the Lease.

Section 9. Insurance. For those programs not covered under the County’s self-insurance program. Without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, the Court acknowledges that it will maintain commercial insurance or self-insurance for General Liability and Automobile Liability with coverage limits of as set forth in Section 768.28, Florida Statutes. The Court also agrees to maintain commercial insurance or to be self-insured for Workers’ Compensation & Employers’ Liability in accordance with Florida Statute 440.

Upon request the Court shall provide an affidavit or Certificate of Insurance evidencing self-insurance or commercial insurance up to sovereign immunity limits, which the County agrees to find acceptable for the coverage mentioned above.

Section 10. Indemnification. Each party agrees to defend, indemnify, and hold harmless the other party, its officials and employees from all claims, actions, losses, suits,

judgments, fines, liabilities, costs and expenses (including attorneys' fees) arising from the indemnifying party's own negligent acts or omissions, or those negligent acts or omissions of the indemnifying party's officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this Sublease. Each party's indemnification is expressly limited to the amounts set forth in Section 768.28(5), Florida Statutes as amended by the Florida State Legislature. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability of any kind for the acts, omissions, and/or negligence of the other party, its officers, officials, employees, agents, or contractors.

Section 11. *Utilities.* Under the terms of the Lease, Landlord will provide services as described in Section 4.01 of the Lease. Court's use of electrical services shall not exceed, either in voltage, rated capacity, use, or overall load, that which Landlord deems to be standard for the Building.

- a. Notwithstanding the foregoing, internet services are not included as part of Landlord's services. County and Court shall work in good faith to establish internet connectivity to the site at County's expense. Any such fees associated with such internet service will be at County's expense.

Section 12. *Care of the Leased Premises.* Services requested by the Court which are not enumerated in Section 4.01 of the Lease, and which may be provided by Landlord, shall be at the sole cost and expense of the County, paid as additional rent, including maintenance or replacement of non-Building standard items.

- a. Landlord and County shall not be responsible for maintenance or repair of any of the Court's equipment or furnishings, or damage to any of the Buildings equipment or facilities caused by Court's employees, clients, or invitees.

Section 13. *Common Areas.* Court shall have access to the common areas located within and around the Building of which the Leased Premises are a part.

Section 14. *Parking.* Pursuant to the Parking Section of the Lease, Court shall have 31 unreserved parking spaces in the garage across the street from the Building, at 305 Palmetto Avenue, Orlando, Florida 32801. Court shall comply with the "Garage Rules and Regulations" of the parking garage, which are subject to change from time to time. A copy of the current Garage Rules and Regulations is attached to the Lease.

Section 15. *Interruption of Services.* Court acknowledges that Landlord and County do not warrant that any services to be provided by Landlord, or any third party, will be free from interruption due to causes beyond Landlord's reasonable control. In the event of temporary interruption of services or unavoidable delays in the making of repairs by a third party, the same shall not be deemed an eviction or disturbance of Court's use and possession of the Leased Premises nor render Landlord or County liable to Court for damages. Unavoidable delays shall be deemed to include delays in the performance of any of the obligations in this Sublease resulting from acts of God, strikes, lockouts, or other disturbances, act of civil disobedience,

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

Section 16. Eminent Domain / Condemnation. If the whole or any substantial part of the property of which the Leased Premises is a part, shall be taken by any public authority under the power of eminent domain, or acquitted by private purchase in lieu of condemnation, so that the Court cannot fully continue to operate its business and services in the Leased Premises, then the term of this Sublease shall cease as of the day possession is taken by such public or condemning authority. No awarded amount for any taking under the power of eminent domain shall belong to the Court.

Section 17. Notices. All notices required or desired to be given hereunder by either party to the other shall be given by certified or registered mail postage prepaid, return receipt requested. Notice to the respective parties shall be addressed as follows:

If to the County: Orange County, Florida
Attn: Real Estate Management Division Manager
P.O. Box 1393
Orlando, FL 32802

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

If to the Court: Orange County Courthouse
Attn: Trial Court Administrator, Court Administration
Suite 2130
425 N. Orange Avenue
Orlando, FL 32801

If to the Landlord: 105 Partners LLP
c/o The Bywater Company
105 E. Robinson St., Ste. 200
Orlando, FL 32801

Section 18. Condition of the Leased Premises / Alterations. Except for the improvements as outlined in Section 6.01 of the Lease, Court accepts the Leased Premises as being in good repair and condition. Court shall not make any alteration or physical additions in or to the Leased Premises without written consent of the Landlord, as outlined in Sections 11.01 and 51.01 of the Lease.

Section 19. Redelivery of the Leased Premises. Court shall, on the expiration of this Sublease or any renewals thereof, and provided that County has not renewed this Sublease, deliver the Leased Premises in as good order and condition as it now is or may be put by

Landlord, reasonable use and ordinary wear and tear thereof and damage by fire or other unavoidable casualty, condemnation, or appropriation excepted, and Court shall promptly surrender all keys to the Leased Premises to County.

Section 20. *Access to Leased Premises.* Court shall have unlimited access to the Leased Premises. County and Landlord, however, shall have no liability to Court, its employees, agents, invitees, or licensees for losses due to theft, burglary, or for damages done by unauthorized persons on the Leased Premises and neither shall Landlord nor the County be required to insure against such losses. Landlord and County shall not at any time be liable for damage to any property in or upon the Leased Premises which results from power surges or other deviations from the constancy of electrical service or from gas, smoke, water, rain, ice, or snow, which issues or leaks from or forms upon any part of the Leased Premises. Court shall cooperate fully in Landlord's efforts to maintain security within the Leased Premises and shall follow all regulations promulgated by Landlord with respect thereto.

Section 21. *Assignment and Subletting.* Court may not assign or encumber its interest in this Sublease or further sublease any part of the Leased Premises without the written consent of Landlord and County.

Section 22. *Landlord's and County's Right of Entry.* Court agrees that it will allow the Landlord, the County, and their authorized representatives, to enter the Leased Premises with a minimum of twenty-four (24) hours' notice (unless such access is needed in an emergency situation, in which case the twenty-four (24) hours' notice is hereby waived), to examine, inspect, or to protect the same or prevent damage or injury to the same, or to make such alterations and repairs to the Leased Premises as the Landlord may deem necessary; or to exhibit the same to prospective tenants during the last three (3) months of the term of this Lease.

Section 23. *Cleanliness of Leased Premises.* Court will not improperly or unlawfully store, handle, release, or dispose of any refuse, trash, hazardous materials, or contaminants in the Leased Premises, or in, or around the Building of which the Leased Premises form a part. Court shall immediately notify Landlord and appropriate governmental agencies and authorities having jurisdiction if a release of such materials occurs, and shall take corrective action to clean and remove the material and restore the Leased Premises in compliance with procedures established by such authorities, and shall provide appropriate evidence of compliance.

Section 24. *General Provisions.*

- A. *Independent Contractor.*** It is understood and agreed that nothing contained in this Sublease is intended or should be construed as creating or establishing the relationship of copartners between the parties, or as constituting the Court as the agent, representative, or employee of the County for any purpose or in any manner whatsoever. The Court is to be, and shall remain, an independent contractor with respect to all services performed under this Sublease, and any employees hired pursuant to this Sublease shall be considered to be the employee of the Court for all purposes, including but not limited to for any worker's compensation matters.

- B. *Use of County Logo.*** The Court is prohibited from use of any and all County emblems, logos, and/or identifiers without written permission from the County as per Section 2-3, Orange County Code.
- C. *No Waiver of Sovereign Immunity.*** Nothing contained herein shall constitute, or be in any way construed to be, a waiver of the County's sovereign immunity or the protections and provisions of Section 768.28, Florida Statutes.
- D. *Assignments and Successors.*** Each party binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Sublease and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Sublease. Neither party shall assign, sublet, convey, or transfer its interest in this Sublease without the written consent of the other, which consent shall be in the sole determination of the party with the right to consent.
- E. *Waiver.*** No delay or failure on the part of any party hereto to exercise any right or remedy accruing to such party upon the occurrence of an event of violation shall affect any such right or remedy, be held to be an abandonment thereof, or preclude such party from the exercise thereof at any time during the continuance of any event of violation. No waiver of a single event of violation shall be deemed to be a waiver of any subsequent event of violation.
- F. *Remedies.*** No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.
- G. *Governing Law.*** This Sublease, and any and all actions directly or indirectly associated herewith, shall be governed by and construed in accordance with the internal laws of the State of Florida, without reference to any conflicts of law provisions.
- H. *Venue.*** For any legal proceeding arising out of or relating to this Sublease, each party hereby submits to the exclusive jurisdiction of, and waives any venue or other objection against, the Ninth Circuit Court in and for Orange County, Florida. 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.
- I. *Jury Waiver.*** Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Sublease.
- J. *Attorneys' Fees and Costs.*** With the exception of the indemnification terms of this Sublease, the parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Sublease and any litigation that arises either directly, or indirectly, from this Sublease.

- K. *No Third Party Beneficiaries.*** Nothing in this Sublease, express or implied, is intended to, or shall confer, upon any person, other than the parties and their respective successors and permitted assigns, any legal or equitable right, benefit or remedy of any nature under or by reason of this Sublease.
- L. *No Representations.*** Each party represents that they have had the opportunity to consult with an attorney, and have carefully read and understand the scope and effect of the provisions of this Sublease. Neither party has relied upon any representations or statements made by the other party hereto which are not specifically set forth in this Sublease.
- M. *Headings.*** The headings or captions of articles, sections, or subsections used in this Sublease are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Sublease.
- N. *Survivorship.*** Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Sublease, including, by way of example only, the indemnification and public records provisions, shall survive the expiration, cancellation, or termination of this Sublease.
- O. *Authority of Signatory.*** Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform this Sublease. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Sublease as stated.
- P. *Severability.*** If any provision of this Sublease is held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
- Q. *Written Modification.*** No modification of this Sublease shall be binding upon any party hereto unless reduced to writing and signed by a duly authorized representative of each party to this Sublease.
- R. *Compliance with Laws and Regulations.*** Court shall comply with all applicable Federal, State, County, and City laws, ordinances, rules, and regulations affecting or respecting the use or occupancy of the Leased Premises by the Court or the business at any time thereon transacted by the Court and Court shall comply with all reasonable rules which may be hereafter adopted by Landlord for the protection, welfare, and orderly management of the Leased Premises and its lessees or occupancy.
- S. *Warranty of Quiet Enjoyment.*** As long as Court fully complies with the terms, conditions, and covenants of this Sublease, County agrees that Court shall and may peacefully have, hold, and enjoy the Leased Premises without hindrance or molestation

by County.

T. *Radon Gas – Notice to Prospective Sublessee.* Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit, pursuant to Section 404.056(8), Florida Statutes.

U. *Mold – Notice to Prospective Sublessee.* Court agrees to hold the County and Landlord harmless to the fullest extent permissible in the event any mold contaminants are discovered in the Leased Premises or on the Building of which the Leased Premises form a part, provided that the presence of said mold contaminants are not the results of the County or Landlord's fault or negligence. Court understands mold is a naturally occurring microbe and that mold should pose no health threat unless concentrated in high levels in a living environments. Court agrees that in the event mold like contamination is discovered, this condition will be immediately reported to Landlord and County in writing. Should mold be discovered, the remediation and cost for same shall accrue to the party determined to be responsible for the contamination.

Section 25. *Conflicts.* In the event any provision of this Sublease shall be adjudged, decreed, or held to be in conflict with the Lease, the Lease provisions shall control.

Section 26. *Counterparts.* This Sublease may be executed in two or more counterpart copies, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this document to physically form one document.

(signature pages follow)

Project: Court Dispute Resolution
Lease File #10071

IN WITNESS WHEREOF, County and Court have caused this "Sublease Agreement" to be executed by their respective officers and parties thereunto duly authorized to be effective as of the Effective Date.

"COUNTY"
ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Jerry L. Demings*
for Jerry L. Demings
Orange County Mayor

Date: *24 February 2021*

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

By: *Craig Stopyra*
for Deputy Clerk

Printed Name: *Craig Stopyra*



Project: Court Dispute Resolution
Lease File #10071

IN WITNESS WHEREOF, County and Court have caused this "Sublease Agreement" to be executed by their respective officers and parties thereunto duly authorized to be effective as of the Effective Date.

Signed and delivered
in the presence of:

"COURT"
NINTH JUDICIAL COURT OF FLORIDA

Witness: Robin Berghong

Printed Name: Robin Berghong

Witness: R. S. [Signature]

Printed Name: Rob [Signature]

By: Matthew L. Benefield

Printed Name: Matthew L. Benefield

Title: Judicial Court Administrator

Date: 12/09/2020