



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 1

DATE: February 28, 2023

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

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

FROM: David Sustachek, Sr. Acquisition Agent
Real Estate Management Division *DS/MTC*

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

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

ACTION REQUESTED: Approval and execution of Lease Agreement between Sand Lake West Business Park, Inc. ("Landlord") and Orange County, Florida ("Tenant") and authorization for the Real Estate Management Division to exercise renewal options, sign amendments, estoppel certificates and memorandum of leases, and furnish notices, required, or allowed by the lease, as needed.

PROJECT: Satellite Office - Building and Fire Safety
7676 Municipal Drive, Orlando, Florida 32819
Lease File #10133A

District 6

PURPOSE: To provide a satellite office space for the Building Department and Fire Rescue Department – Office of the Fire Marshal.

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ITEMS: Lease Agreement
Cost: Year One - \$76,960
Year Two - \$80,230.80
Year Three - \$83,578.56
Size: 3,848 square feet
Term: Three years
Options: One – Two-year option renewal period

BUDGET: Account No. 1011-068-2601-3620 (Building Department)
Account No. 1009-034-0656-3620 (Fire Rescue Department)

APPROVALS: Real Estate Management Division
County Attorney's Office
Risk Management Division
Facilities Management Division
Building Department
Fire Rescue Department – Office of the Fire Marshal

REMARKS: On May 24, 2022, the County entered in a License Agreement for a temporary space for the Building Department and Fire Rescue Department – Office of the Fire Marshal (Departments) at 7676 Municipal Drive, Orlando, Florida 32819 (Premises). The License Agreement will expire May 31, 2023.

Departments need a satellite office in the Universal/Sandlake area to assist with permitting efforts for the construction of Universal's Epic Universe theme park. This Lease Agreement will provide the Departments office space for the next three years with a commencement date June 1, 2023.

There is not a rental charge to the County for the first month of the Lease Agreement.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

MAR 21 2023

LEASE AGREEMENT

Between

Sand Lake West Business Park, Inc.
("Landlord")

And

Orange County, Florida
("Tenant")

LEASE AGREEMENT SUMMARY

The capitalized terms in the Lease shall have the meanings ascribed to them in this Lease Agreement Summary and each reference to such term in the Lease shall incorporate such meaning therein as if fully set forth therein. In the event of any inconsistencies or conflict between definitions in this Lease Agreement Summary and in the Lease, the Lease definitions shall prevail.

TERMS	
Landlord:	Sand Lake West Business Park, Inc. a Delaware corporation
Tenant:	Orange County, Florida a charter county and political subdivision of the State of Florida
Effective Date:	The date of the Lease will be the date it is last executed by the Parties.
Leased Premises:	7676 – 7682 Municipal Drive Orlando, Florida 32819 consisting of approximately 3,848 square feet
Project:	Sand Lake West Business Park, Orlando, Florida 32819
Phase:	Phase III of the Project
Initial Term:	Commencing on the Commencement Date and expiring on June 30, 2026
Delivery Date:	The Effective Date
Commencement Date:	June 1, 2023. Notwithstanding, if prior to June 1, 2023, Tenant terminates the License Agreement dated April 28, 2022 with respect to the Leased Premises between Tenant, as Licensee, and Landlord, as Licensor, pursuant to Paragraph 9 of such license agreement, then the Commencement Date of this Lease shall be the effective date of the termination of such license agreement.
Substantial Completion	Landlord’s Work shall be “substantially complete” or “substantially completed” when Landlord’s Work is completed in substantial conformity with the Plans and Specifications for same which have been formulated and approved pursuant to this Lease. Landlord’s Work shall be deemed to have been Substantially Completed notwithstanding the non-completion of (i) items of Landlord’s Work which require some portion of Tenant’s initial improvements to be completed; and (ii) details of construction, mechanical adjustment, decoration or cosmetic items; provided the non-completion of any such items do not materially interfere with Tenant’s use of the Leased Premises for the office uses.
Renewal Term:	One, two-year period.
Security Deposit:	None, this has been purposely omitted.
Brokers:	CBRE & Foundry Commercial

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LEASE AGREEMENT

This Lease Agreement (herein called "Lease") is made and entered into as of the Effective Date by and between Sand Lake West Business Park, Inc., a Delaware corporation ("Landlord"), with an office at c/o Sentinel Real Estate Corporation, 1251 Avenue of the Americas, 36th Floor, New York, New York 10020, and Orange County, Florida a charter county and political subdivision of the State of Florida ("Tenant"), with an address at P.O. Box 1393, Orlando Florida 32802 – 1393.

RECITALS

WHEREAS, Landlord and Tenant entered into an agreement dated April 28, 2022 and approved by the Board of County Commissioners on May 24, 2022 ("License Agreement") for use of property owned by the Landlord located at 7676 Municipal Drive containing approximately 3,848 rentable square feet ("Licensed Space") and shown on the attached **Exhibit A**, and incorporated herein by reference;

WHEREAS, the Licensed Space is within the Project and adjacent to the Leased Premises (as those terms are defined below);

WHEREAS, Tenant desires to lease space within the Project pursuant to the terms of this Lease.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. **Leased Premises:** Landlord hereby demises and leases to Tenant, and Tenant hereby takes and leases from Landlord, that certain space known and numbered as **7676 & 7682 Municipal Drive, Orlando, Florida 32819**, and collectively containing approximately **3,848 square feet** of rentable space as such spaces are numbered and depicted on **Exhibit A** (the "Leased Premises" or "Premises"), in the Sand Lake West Business Park, Orlando, Florida 32819 (the "Project"), located in the building known and numbered as **Phase III South** of the Project as depicted on **Exhibit B** attached hereto ("Building"). Phase III of the Project is outlined and crosshatched on a diagram of the Project attached hereto as **Exhibit B-1** and made a part hereof. **Exhibits A, B and B-1** set forth the general layout of the Premises, Phase and the Building but shall not be deemed to be a warranty on the part of Landlord that the Premises, Phase and the Building will be exactly as indicated on said diagram. Landlord may increase, reduce or change the number, dimensions and locations of roadways, walks, buildings, landscaped areas, parking areas and other common areas as Landlord shall from time to time deem proper. Occupancy by Tenant of the Leased Premises shall include the use in common with others entitled thereto of parking areas, service roads, sidewalks and other common areas shown and depicted on **Exhibit B and B-1**, subject however to the terms and conditions of this Lease and to all rules and regulations for the use thereof as set forth herein and as may from time to time be otherwise prescribed by Landlord. No easement rights in the Project or any part thereof are included in the Leased Premises.

2. **Term:** The initial Term shall be as set forth in the Lease Agreement Summary of this Lease (or until such term shall sooner cease or expire, as hereinafter provided) commencing on the Commencement Date ("Initial Term"). Landlord and Tenant hereby agree to execute a Declaration as to Date of Delivery and Acceptance of Possession of the Leased Premises in the form substantially as attached hereto as **Exhibit C** within ten (10) days of the later of the Commencement Date or substantial completion of Landlord's Work as set forth in **Exhibit D**, provided however that the failure of either party to do so shall not advance the Commencement Date, Delivery Date or the date for Rent commencement under this Lease.

(a) Tenant acknowledges that it currently occupies the Leased Premises pursuant to a separate license agreement between Tenant and Landlord, which license agreement shall expire May 31, 2023. Notwithstanding anything herein to the contrary (including any reference to Date of Delivery or Acceptance of Premises), Tenant acknowledges that it has received delivery of the Leased Premises and that the Leased Premises shall be delivered in its "AS IS" "WHERE IS" condition, notwithstanding certain obligations of the Landlord to perform Landlord's Work after the Commencement Date as more particularly set forth in **Exhibit D** of this Lease.

3. **Rent:**

(a) Rent: Landlord reserves and Tenant covenants to pay to Landlord at the address set forth below, or such other address as Landlord shall from time to time designate in writing, without prior demand being made therefor, and without offset or deduction of any kind, Gross Rent for the Initial Term and Renewal Term for the Leased Premises as follows:

Initial Term	Gross Rent Per Sq. Ft.	Annualized Gross Rent*	Monthly Gross Rent
Commencement Date – 30 days after the Commencement Date	\$0.00	\$0.00	\$0.00
31 days after the Commencement Date – expiration of Lease Year 1	\$20.00	\$76,960.00	\$6,413.33
Lease Year 2	\$20.85	\$80,230.80	\$6,685.90
Lease Year 3	\$21.72	\$83,578.56	\$6,964.88
Month 37	\$22.60	\$86,964.80	\$7,247.07

*Annualized Gross Rent shall be prorated for any partial annual period and additional Monthly Gross Rent shall be paid for any Lease Year that exceeds one calendar year (any such prorations not being reflected in the table above)

(b) All costs, monies or amounts which are required to be paid by Tenant pursuant to the terms of this Lease are hereunder "Additional Rent".

(c) All Gross Rent payments shall be made to Landlord in monthly installments in advance, on or before the fifteenth of each month and delivered to Landlord at:

c/o Stiles Management, 5422 Carrier Drive, Suite 102, Orlando, Florida 32819.

At Landlord's election, Tenant may pay Landlord Rent via ACH. If Landlord elects to be paid through ACH, Landlord shall provide the necessary paperwork to Tenant.

The Tenant is exempt from paying sales tax on the Lease. 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 hereunder or under applicable law.

(d) Tenant covenants and agrees to pay a \$50.00 late fee plus interest at the rate of one and one-half percent (1.5%) per month, compounded daily, on all Rent and all other sums due under this Lease from the time said Rents or sums accrue if they are not paid promptly when due. Should Tenant pay its Rent by a check which is returned for "non-sufficient funds," Landlord may thereafter require that all future payment be made by certified or bank check. Landlord expressly reserves all rights and remedies provided herein and by law in respect thereto. If more than two (2) checks are returned by the bank for non-payment due to non-sufficient funds in the same calendar year, and if this Lease provides for Tenant to have the option to renew or extend the Term, then such option shall automatically and without further notice or instrument be deemed to be void and of no further force or effect, at Landlord's sole option.

(e) As used herein, the term "Lease Year" shall mean each term of twelve (12) consecutive calendar months commencing on the Commencement Date; provided that if the Commencement Date is not June 1, 2023, then the first Lease Year shall commence on the Commencement Date and expire on May 31, 2024 and each successive Lease Year shall be consecutive twelve (12) month periods commencing on June 1, 2023.

(f) Utilities: Tenant shall promptly pay all charges for utilities and other services furnished to the Leased Premises by Landlord or the applicable utility company, including, but not limited to gas, water, electricity, cable tv, internet, telecommunications, telephone, fuel, light, air and heat, and Tenant shall promptly pay all charges for garbage collection services and for all other sanitary services rendered to the Leased Premises or used by Tenant in connection herewith. In the event any utilities furnished to the Leased Premises are not separately metered, Tenant shall pay to Landlord, as Additional Rent, Tenant's pro rata share of the utilities used by Tenant, to be included with the next month's Rent payment. Landlord shall provide a detailed statement, including copies of utility bills, with the breakdown of Tenant's proportionate share showing any amount due therefor. Tenant's prorated amount shall be determined on the basis of the size of the Leased Premises to the Building, unless Landlord determines that Tenant's use of the Leased Premises justifies a disproportionate allocation of utility costs to Tenant.

(g) All payments due hereunder are subject to any and all governmental authority having jurisdiction thereover and should at any time the amounts due hereunder be subject use or other tax, Tenant shall pay all applicable tax together with each payment to Landlord. Landlord acknowledges and accepts that Tenant is a governmental entity and is exempt from the payment of sales tax.

4. **Use:** The Leased Premises shall be used solely for governmental offices and for no other purposes or uses. The Leased Premises shall not be used for any illegal purposes; nor in violation of any regulation of any governmental body; nor in any manner to create any nuisance or trespass; nor in any manner to vitiate the insurance or increase the rate of insurance on the Leased Premises or on the Project. Tenant agrees, at its sole cost and expense to promptly comply with all requirements and recommendations of (i) any legally constituted public authority (ii) or any insurance company or rating agency which sets rates of insurance for the Leased Premises or the Project made necessary by Tenant's use and occupancy of the Leased Premises. Tenant agrees to use the Leased Premises for the purposes herein leased until the expiration of the Term. Tenant agrees to comply with all applicable laws, orders, ordinances, rules, and regulations of any

governmental entity or agency having jurisdiction over the Leased Premises, including, without limitation, the Americans With Disabilities Act, the Florida Americans With Disabilities Accessibility Implementation Act, and the rules and regulations promulgated pursuant to either of the foregoing. At any time within the last six (6) months of the Term, Landlord shall have the right to display on the exterior of the Leased Premises or in Tenant's window a customary "For Rent" or similar leasing or sales signs.

5. **Tenant's Acceptance of the Leased Premises, Landlord's Work and Repairs by Landlord:**

(a) Tenant hereby accepts the Leased Premises in their present "as is" condition and as suited for the uses and purposes intended by Tenant. Landlord agrees to perform or cause to be performed the Landlord's Work described in **Exhibit D** but the nonperformance of such Landlord's Work prior to Commencement Date shall not act to extend the Commencement Date, the parties hereby agreeing that Landlord's Work will be performed during Tenant's occupancy of the Leased Premises and may be performed after the Commencement Date. Except as otherwise expressly provided in this Lease, Landlord shall not be required to make any repairs or improvements to the Leased Premises except repairs to the foundation, exterior walls or roof of the Building as necessary for safety and tenantability; Landlord's duties shall also include repairs to underground utility and sewer pipes outside the exterior walls of the Building, or under or within the floor of the Leased Premises, unless made necessary by the negligence or misuse of Tenant, its employees, contractors, subcontractors, occupants, guests, invitees, employees, licensees or agents, in which event such repairs shall be made by and at the expense of Tenant. Landlord covenants to keep the following in good repair to commercially reasonable standards: (i) the structure of the Building including exterior walls and roofs; (ii) the mechanical, electrical, and other base building systems. Landlord shall warrant that the existing HVAC units are in good condition and appropriately sized for the Leased Premises and are in good working order and shall maintain existing units and replace nonfunctional units throughout the term of the Lease as part of the Landlord's ongoing responsibilities all as determined in Landlord's reasonable discretion. Landlord shall maintain the entrances, sidewalks, corridors, parking areas and other facilities from time to time comprising the common areas. The cost of such maintenance and repairs shall be included in the Rent. So long as Landlord is acting in good faith, Landlord shall not be responsible for any damages caused to Tenant by reason of failure of any equipment, utilities or facilities serving the Project or delays in the performance of any work for which Landlord is responsible pursuant to this Lease. Notwithstanding anything to the contrary contained herein or otherwise, if any part of the Project is damaged or destroyed or requires repair, replacement, or alteration as a result of the negligence, act or omission of Tenant, its employees, agents, invitees, licensees, guests, occupants, or contractors or subcontractors Landlord shall have the right to perform same and the cost of such repairs, replacement, or alterations shall be paid by Tenant to Landlord upon demand as Additional Rent. In addition, if, in an emergency, it shall become necessary to make promptly any repairs or replacements required to be made by Tenant, Landlord may re-enter the Leased Premises and proceed forthwith to have the repairs or replacements made and pay the costs thereof. Upon demand, Tenant shall reimburse Landlord for the cost of making the repairs as Additional Rent.

(b) Landlord shall be responsible for the maintenance of the common areas of the Project.

6. **Repairs by Tenant:** Tenant shall, at its sole cost, repair and maintain the Leased Premises, all to a standard consistent with a first-class office building, with the exception only of those repairs which are the obligation of Landlord pursuant to this Lease. Without limiting the generality of the foregoing, Tenant is specifically required to maintain and make repairs to (i) the

portion of any pipes, lines, ducts, wires, or conduits contained within the Leased Premises; (ii) windows, plate glass, doors, and any fixtures or appurtenances composed of glass (including, without limitation, interior and exterior washing of windows and plate glass). The repairs and maintenance performed by Tenant in the Leased Premises shall be performed either in house by Tenant's Facilities Management or by contractors approved by Landlord, which approval shall not be unreasonably withheld. Landlord gives to Tenant exclusive control of the Leased Premises and shall be under no obligation to inspect the Leased Premises. Tenant shall at once report in writing to Landlord any defective conditions known to Tenant which Landlord is required to repair, and failure to promptly report such defects shall make Tenant liable to Landlord for any liability incurred by Landlord by reason of such defects, and Tenant indemnifies and holds harmless Landlord from and against all loss, cost and damage (including reasonable attorney's fees) arising from or related to Tenant's failure to so report such defective conditions. At the expiration or earlier termination of the Term, Tenant shall surrender the Leased Premises to Landlord broom clean, in as good condition and repair as Tenant is required to maintain the Leased Premises throughout the Term, reasonable wear and tear and casualty damage excepted. All leasehold improvements (other than movable trade fixtures which can be removed without damage to the Leased Premises) shall at the expiration or earlier termination of this Lease become Landlord's property; provided, however, that Tenant shall, at the expiration or earlier termination of the Term, at its sole cost and expense, remove such of the leasehold improvements (except for improvements installed by Landlord as part of Landlord's Work) and trade fixtures in the Leased Premises as Landlord shall require to be removed, and Tenant shall thereafter restore the Leased Premises to the condition existing prior to such removal. Tenant may, during the Term, in the usual course of its business, remove its trade fixtures, provided that Tenant is not in default under this Lease. Tenant shall at its own expense repair any damage caused to the Building by such removal. If Tenant does not remove its trade fixtures at the expiration or earlier termination of the Term, the trade fixtures shall be deemed abandoned by Tenant and shall, at the option of Landlord, become the property of Landlord and may be removed from the Leased Premises and sold or disposed of by Landlord in such manner as it deems advisable or convenient without any accounting whatsoever to Tenant.

7. **Plans and Specifications:** Landlord agrees that it will perform improvements to improve the Leased Premises in accordance with the terms set forth in **Exhibit D** and depicted and described on **Exhibit D-1** attached hereto and by this reference made a part hereof pursuant to plans and specifications mutually acceptable to Landlord and Tenant (the "Plans and Specifications") as evidenced by their dated signatures, which are to be submitted, reviewed and approved by Landlord and Tenant prior to the commencement of the construction thereof; provided that all working and permit drawings shall be consistent with the terms set forth in **Exhibit D**. The cost of such improvements shall be solely at Tenant's expense; provided however that, for so long as Tenant is not in default of this Lease, Landlord shall contribute up to a maximum the TI Allowance toward the cost of Landlord's Work as set forth on **Exhibit D**. In the event that one party hereto shall desire, or shall find it necessary to make, any modifications or changes to the Plans and Specifications, the party desiring or requiring said changes shall give the other party written notice thereof. No change to the Plans and Specifications shall be effective unless and until it has been approved in writing by both Landlord and Tenant. The Plans and Specifications, as amended, shall thereafter, for all purposes, be considered the "Plans and Specifications" hereunder. Notwithstanding the foregoing, Tenant acknowledges that in the course of construction, certain changes, deviations or omissions may be required by governmental authorities or job conditions and Tenant agrees to such changes, deviations or omissions, provided that such changes, deviations, or omissions do not materially alter the value or appearance of the Leased Premises or materially reduce the quality of materials used in the construction of the improvements thereto. Tenant understands and agrees that any plans, renderings or drawings or similar documents which purport to depict any improvements to the Leased Premises are merely an approximation of, and may not necessarily reflect, actual, as-built conditions.

Landlord shall, upon Tenant's request, during the period of Tenant's possession of the Leased Premises, permit Tenant to jointly exercise with Landlord the rights and benefits accruing under any warranties, guaranties and service agreements, if any, covering those portions of the Leased Premises for which Tenant is responsible under Section 6 hereof.

8. **Right of Entry**: Landlord or its representative(s) shall have the right, but not the obligation, to enter the Leased Premises with twenty-four (24) hour notice (except in the event of an emergency, in which event no notice shall be required), at reasonable hours to exhibit same to prospective purchasers, tenants or lenders; to inspect the Leased Premises to see that Tenant is complying with all Tenant's obligations hereunder; and to make repairs required of Landlord under the terms of this Lease or repairs or modifications to any adjoining space. Notwithstanding the foregoing, Landlord, without liability to Tenant, shall have the right to enter the Leased Premises at anytime without notice in cases of emergency.

9. **Landlord's Right to Act for Tenant**: If Tenant fails to pay any Additional Rent or make any other payment (except Gross Rent) or take any other action when and as required under this Lease, Landlord may, but shall be under no obligation to, without demand upon Tenant and without waiving or releasing Tenant from any duty, obligation or liability under this Lease, pay any such Additional Rent, make any such other payment, or take any such other action required of Tenant. The actions which Landlord may take shall include, but are not limited to, the performance of maintenance or repairs and the making of replacements in or on the Leased Premises, the payment of insurance premiums which Tenant is required to pay under this Lease and the payment of taxes and assessments which Tenant is required to pay under this Lease. Landlord may pay all incidental costs and expenses incurred in exercising its rights hereunder, including, without limitation, reasonable attorneys' fees and expenses, penalties, reinstatement fees, late charges and interest. All amounts paid by Landlord pursuant to this Section, and all costs and expenses incurred by Landlord in exercising Landlord's rights under this Section, shall be immediately payable by Tenant to Landlord as Additional Rent upon demand.

10. **Default and Remedies**:

(a) In the event the business being conducted in the Leased Premises shall at any time be subsequently terminated or the Leased Premises abandoned, or in the event Tenant shall be in default in the payment of any installment of Rent herein reserved (whether Gross Rent, or Additional Rent or payments or sums due hereunder of any kind), or in the event Tenant shall be in default in the performance of any of the terms, covenants, conditions or provisions herein contained binding upon Tenant after Landlord has given Tenant ten (10) days prior written notice of such non-performance and Tenant has failed to fully cure such non-performance, or in the event Tenant shall be adjudicated a bankrupt or shall become insolvent or shall make a general assignment for the benefit of its creditors, or in the event a receiver shall be appointed for Tenant or a substantial part of its property and such receiver is not removed within five (5) days after appointment, Landlord shall have the following remedies (in addition to all other rights and remedies provided by law):

(i) Landlord may cancel this Lease and retake possession of the Leased Premises for Landlord's account or may terminate Tenant's right to possession (without terminating this Lease), for the account of Tenant. In either event, Tenant shall then quit and surrender the Leased Premises to Landlord. Tenant's liability under all of the provisions of this Lease shall continue notwithstanding any expiration and surrender, or any re-entry, repossession, or disposition by Landlord hereunder.

(ii) Landlord may enter the Leased Premises as agent of Tenant to take possession of any property of Tenant on the Leased Premises, to store such property at the expense and risk of Tenant or to sell or otherwise dispose of such property in such manner as Landlord may see fit, convenient or desirable. Landlord shall not be liable in any way in connection with its actions pursuant to this subsection, to the extent that its actions are in accordance with applicable law.

(b) If Tenant's right to possession is terminated (without terminating this Lease) under subsection 10(a)(i) above, Tenant shall remain liable (in addition to accrued liabilities) to the extent legally permissible for all Rent and all of the charges and amounts Tenant would have been required to pay until the date this Lease would have expired had such cancellation not occurred. Tenant's liability for Rent under this subsection shall continue notwithstanding re-entry or repossession of the Leased Premises by Landlord.

(c) Landlord may relet all or any part of the Leased Premises for all or any part of the unexpired portion of the Term or for any longer period, and may accept any Rent then attainable, grant any concessions of Rent, and agree to paint or make any special repairs, alterations, renovations and decorations for any new tenant as it may deem advisable in its sole and absolute discretion. Landlord shall be under no obligation to relet or to attempt to relet the Leased Premises, except as expressly set forth below.

(d) If Tenant's right to possession is terminated (without terminating this Lease) under subsection 10(a)(i) above, and Landlord so elects, the Rent hereunder shall be accelerated and Tenant shall pay Landlord damages in the amount of any and all sums which would have been due for the remainder of the Term (reduced to present value using a discount factor equal to the stated prime lending rate on the date of Tenant's default as published in the Wall Street Journal). Prior to or following payment in full by Tenant of such discounted sum promptly upon demand, Landlord shall use good faith efforts to relet the Leased Premises. If Landlord receives consideration as a result of a reletting of the Leased Premises relating to the same time period for which Tenant has paid accelerated Rent, such consideration actually received by Landlord, less any and all of Landlord's cost of repairs, alterations, additions, redecorating, renovations and other expenses in connection with such reletting of the Leased Premises (including, without limitation, brokerage commissions and reasonable attorneys' and paralegals' fees), shall be a credit against such discounted sum, and such discounted sum shall be reduced if not yet paid by Tenant as called for herein, or if Tenant has paid such discounted sum, such credited amount shall be repaid to Tenant by Landlord (provided said credit shall not exceed the accelerated amount of Rent).

(e) Landlord may remedy or attempt to remedy any default of Tenant under this Lease for the account of Tenant and enter upon the Leased Premises as necessary, convenient or desirable for such purposes. Landlord shall not be liable to Tenant for any loss or damage caused by acts of Landlord in remedying or attempting to remedy such default and Tenant shall pay to Landlord all expenses incurred by Landlord in connection with remedying or attempting to remedy such default. Any expenses incurred by Landlord shall accrue interest from the date of payment by Landlord until repaid by Tenant at the lesser of (i) the highest rate permitted by law or (ii) eighteen percent (18%) per annum, calculated as simple interest.

(f) All remedies of Landlord shall be cumulative of and in addition to, but not restrictive of or in lieu of, those conferred by law or equity.

(g) In the event of any material default by Landlord, which materially interferes with Tenant's occupancy and use of the Leased Premises for the permitted use, Tenant's exclusive remedy shall be an action for damages (Tenant hereby waiving the benefit of any laws granting it a

lien upon the property of Landlord and/or upon Rent due Landlord), but prior to any such action Tenant will give Landlord written notice specifying such default with particularity, and Landlord shall thereupon have thirty (30) days in which to cure any such default. Unless Landlord fails to commence to cure a default during said thirty (30) days, and thereafter fails to diligently pursue to cure the default to completion, Tenant shall not have any remedy or cause of action against Landlord. No obligation of Landlord hereunder will be construed as a condition, and all Landlord's obligations will be binding upon Landlord only during the period of its ownership of the Building and not thereafter.

11. **Tenant Improvements, Liens:**

(a) Tenant shall not make any alterations, additions or improvements to the Leased Premises, exterior or interior, without the prior written consent of Landlord, except for unattached movable fixtures which may be installed without drilling, cutting or otherwise defacing the Leased Premises. Should Tenant desire to perform any improvements to the Leased Premises in addition to Landlord's Work as herein set forth, all such improvements shall be performed by Tenant at Tenant's sole cost and expense, in accordance with plans, specifications and descriptions previously approved by Landlord in writing, in full compliance with all applicable laws, ordinances, rules and regulations of all governmental authorities having jurisdiction thereover, in a good and workmanlike manner, in such a manner to insure the least possible interference with all aspects of the Project's operations including cooperating fully with Landlord's requests regarding such items as the locations of construction equipment and the times and manner in which construction will be performed and in a prompt and diligent manner. If any such alterations, additions or improvements are made by Tenant, then, at the expiration of the Term of this Lease, Tenant agrees to restore the Leased Premises to the condition prior to making same, at Tenant's sole cost and expense, reasonable wear and tear excepted, provided that if Landlord does not require removal, then all such alterations, additions or improvements shall become the sole property of Landlord. Tenant may not use or penetrate the roof of the Leased Premises for any purpose whatsoever without Landlord's prior written consent with respect thereto. Tenant covenants and agrees that all contractors, subcontractors and other persons or entities performing work for Tenant at the Leased Premises will carry liability insurance in amounts acceptable to Landlord.

(b) The interest of Landlord in the Leased Premises shall not be subject in any way to any liens, including construction liens, for improvements to or other work performed in the Leased Premises by or on behalf of Tenant. This exculpation is made with express reference to Section 713.10, Florida Statutes. Landlord and Tenant acknowledge and agree that there is no requirement under this Lease that Tenant make any alterations or improvements to the Leased Premises and no improvements to be made by Tenant to the Leased Premises constitute "the pith of the lease" as provided in applicable Florida law. If any lien is recorded against the Leased Premises for work or materials claimed to have been furnished to Tenant, Tenant shall cause it to be discharged of record or properly transferred to a bond under Section 713.24, Florida Statutes, within ten 10 days after notice to Tenant. Tenant shall notify every contractor making improvements to the Leased Premises that the interest of the Landlord in the Leased Premises shall not be subject to liens for improvements to or other work performed in the Leased Premises by or on behalf of Tenant. In accordance with applicable laws of the State of Florida, Landlord may record in the Public Records of Orange County, Florida, a notice or memorandum containing a true and correct copy of this section.

12. **Tenant's Property, Landlord's Lien:** Tenant shall not remove any personal property, fixtures or equipment from the Leased Premises at any time during which Tenant is in default under this Lease. A first lien is hereby expressly reserved by Landlord and granted by Tenant

under the terms of this Lease, upon all interest of Tenant in this leasehold and upon all personal property, fixtures, improvements and all other similar items erected upon, brought to or stored in the Leased Premises for the payment of Gross Rent and Additional Rent and for the satisfaction of any causes of action which may accrue to Landlord. Furthermore, upon any termination of this Lease at a time at which Tenant shall be liable in any amount to Landlord under this Lease, Landlord shall have a lien upon the personal property and effects of Tenant within the Leased Premises, and Landlord shall have the right, at Landlord's election, without notice to Tenant, to sell all or part of said property and effects for any price against any amounts due under this Lease from Tenant to Landlord, including the expenses of such sale. To the fullest extent permitted under Florida law, this Lease shall constitute a security agreement concerning the collateral, goods, equipment, fixtures and property located in the Leased Premises. Upon Tenant's prior written request and only provided that Tenant is not then in default of this Lease, Landlord hereby agrees to waive its lien upon the personal property of Tenant to Tenant's institutional lender under an agreement reasonably acceptable to Landlord, Tenant and Tenant's lender. If Tenant does not remove all Tenant's effects from the Leased Premises at any expiration or other termination of this Lease, then the same shall be deemed abandoned by Tenant, and Landlord shall have the right, at Landlord's election, to remove all or part of said effects in any manner that Landlord shall choose and store, sell, or use the same without liability to Tenant for damage thereto or loss thereof, and Tenant shall be liable to Landlord for all expenses incurred in such removal and also for the cost of storage of said effects and all costs to sell, without notice to Tenant, said property or any part thereof at private sale and without legal process for such price as Landlord may obtain, and apply the proceeds of such sale to any amounts due under the Lease and to the expense incident to the removal and sale of said property.

13. **Subletting and Assignment:**

(a) Tenant shall not (i) transfer or assign this Lease or any interest hereunder, nor permit any assignment hereof by operation of law, (ii) sublet the Leased Premises or any part thereof, nor (iii) permit the use of the Leased Premises by any occupants, licensees or any parties whatsoever other than Tenant or its agents and employees, without in each instance first obtaining the prior written consent of Landlord, which consent may be granted, denied or conditioned in Landlord's sole discretion. Should Tenant wish to obtain Landlord's consent to an assignment or subletting, it shall make such request in written form detailing the proposed sub-rent, term, sub-tenant or assignee, compensation to be received by Tenant, name and financial data of the proposed sub-tenant or assignee and such other information as Landlord may request. Landlord may, in its sole discretion, either (i) give its approval (ii) not give its approval, or (iii) cancel and terminate this Lease, or if proposed subletting or assignment is for less than all the Leased Premises, cancel and terminate this Lease with respect to such portion of the Leased Premises proposed to be sublet or subjected to the assignment (with the Rent and all other charges payable hereunder equitably apportioned). If Landlord should grant Tenant its approval to any sublease or assignment, Tenant shall remain primarily liable for the performance of all of the covenants contained herein and for payment of all Rent. Tenant shall not pledge or mortgage its leasehold interest or any part thereof and any such pledge or mortgage shall, at Landlord's option, render this Lease void. Simultaneously with Tenant's request for Landlord's consent to a transfer, sublease or assignment, Tenant shall pay to Landlord a nonrefundable fee of \$2,000.00 for Landlord's administrative and other charges to review such request, and Tenant shall reimburse Landlord's reasonable attorneys' and paralegals' fees and costs/expenses incurred in connection with any transfer, sublease or assignment by Tenant. In the event of a transfer or subletting of any portion of the Leased Premises to an entity subject to sales tax, such assignee shall be responsible for the payment of any and all applicable sales and use taxes payable with respect to such sublease or assignment.

(b) For purposes of this Section 13: (i) the merger, transfer of a majority of the issued and outstanding capital stock of any corporate Tenant or the transfer of any controlling interest of any limited liability company or other business entity of Tenant or transfer of a majority partnership interest of Tenant that is a partnership, however accomplished, whether in a single transaction or in a series of related or unrelated transactions, shall be deemed a transfer or assignment of this Lease; (ii) a takeover, management or succession agreement shall be deemed a transfer of this Lease; and (iii) a material modification, amendment or extension without Landlord's prior written consent of an assignment or a sublease previously consented to by Landlord shall be deemed a new assignment or sublease.

(c) Landlord shall have the right to sell, lease, convey, or otherwise dispose of the Building or the Phase or Project or any part thereof and this Lease or any interest of Landlord in this Lease at any time during the Term, subject to this Lease and Tenant's rights hereunder. Upon Landlord's transfer of interest in the Building or the Phase or the Project or any part thereof, Landlord shall be relieved of all liabilities and obligations hereunder and Tenant shall look solely to the successor in interest for performance under this Lease and all obligations hereunder.

14. **Casualty:** If at any time during the Term of this Lease, the Leased Premises or any portion thereof or any portion of the Building should be damaged or destroyed by fire or other casualty, then Tenant shall have no right to terminate this Lease, but Landlord shall have the election to terminate this Lease or to repair and reconstruct the Leased Premises and Building to substantially the condition in which they existed immediately prior to such damage and destruction insofar as the proceeds from Landlord's insurance are sufficient to do so; provided, however, that Landlord's mortgagee does not require the insurance proceeds to be applied to the payment of the mortgage debt. In any of the aforesaid circumstances, unless such fire or damage shall have resulted from the negligence, acts or omissions of Tenant or its agents, contractors, subcontractors, employees, visitors or licensees, Gross Rent and Additional Rent shall abate proportionately during the period to the extent that the Leased Premises are unfit for use by Tenant in the ordinary course of its business; provided, however, that should Tenant reoccupy a portion of the Leased Premises prior to the date the whole Leased Premises are made tenantable, Gross Rent and Additional Rent allocable to such portion shall be payable by Tenant from the date of such re-occupancy. If Landlord has elected to repair and restore the Leased Premises, this Lease shall continue in full force and effect and such repairs will be made within a reasonable time thereafter, subject to delays arising from shortage of labor or materials and Acts of God, war other force majeure, or conditions beyond Landlord's reasonable control. In the event that this Lease is terminated as herein permitted, Landlord shall refund to Tenant the prepaid Rent, if any (unaccrued as of the date of damage or destruction), less any sum then owing Landlord by Tenant. If Landlord has elected to repair and reconstruct the Leased Premises, then the Term and Expiration Date shall be extended for a period of time equal to the period of such repair or reconstruction. No damages, compensation or claim shall be payable by Landlord for inconvenience, loss of business or property or annoyance arising from any termination.

15. **Condemnation:**

(a) In the event of a taking of all or substantially all of the Leased Premises (so that the untaken portion is unsuitable for the continued feasible and economic operation of the Leased Premises by Tenant for substantially the same purposes as immediately prior to such taking), then this Lease shall automatically terminate and all Rent and other sums payable by Tenant hereunder shall be apportioned and paid through and including the date of such taking.

(b) In the event of a taking of less than substantially all of the Leased Premises, Landlord, may, at Landlord's option, terminate this Lease by giving written notice of such

termination to Tenant, in which event this Lease shall terminate, and all Rent and other sums payable by Tenant hereunder shall be apportioned and paid through the date of such taking.

(c) In the event of a taking of a type described in subparagraph (b) hereof and if Landlord does not terminate this Lease, then this Lease and all of the duties and obligation of Tenant hereunder shall remain unmodified and in full force and effect, provided, however, that the Rent payable after the taking shall be reduced to an amount which bears the same ratio to the Rent payable immediately prior to the taking as the rental value of the Leased Premises after taking bears to the rental value of the Leased Premises immediately prior to the taking.

(d) Landlord shall be entitled to all awards, damages, compensation or proceeds payable by reason of any taking, and Tenant shall not be entitled to any portion thereof, and shall have no claim for, and hereby expressly transfers, assigns, conveys and sets over unto Landlord all of its right, title and interest, if any, in or to any award, damages, compensation or proceeds payable by reason of any taking.

16. **Insurance:**

(a) County shall maintain its self-insurance or commercial insurance programs sufficient to enable payment of any losses, damages or claims which are their responsibility under this Agreement. In furtherance and not in limitation thereof: (i) without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, Tenant agrees to be self-insured for General Liability and Automobile Liability with coverage limits of as set forth in Section 768.28, Florida Statutes; (ii) agrees to maintain commercial insurance or to be self-insured for Workers' Compensation & Employers' Liability in accordance with Chapter 440, Florida Statutes; and (iii) upon reasonable request by Landlord, Tenant shall provide an affidavit or Certificate of Insurance evidencing self-insurance or commercial insurance up to sovereign immunity limits. In addition to the foregoing, Tenant shall require all contractors, consultants and other third-parties entering and/or performing work on the Premises on its behalf to maintain insurance.

(b) Tenant shall exercise its privileges hereunder at its own risk. Landlord shall not be liable in any manner to Tenant, Tenant's business invitees, employees or to any other party or parties for any loss, cost, damage or injury arising out of or in any manner connected with the Premises, or any part thereof, or arising out of, or in any manner connected with the condition thereof save those liabilities, damages, causes of actions, suits, attorney's fees, costs and expenses arising from the negligent or intentional acts of the Landlord.

(c) Tenant shall be fully responsible for insuring its own property and will not look to Landlord for same. Tenant waives all rights of recovery and will have each policy of insurance required herein (including any property insurance maintained by Tenant) endorsed with waivers of subrogation in favor of the Landlord.

(d) Landlord, as part of Operating Expenses, shall throughout the Term carry: (i) all risks (special form or equivalent) insurance on the Building and the machinery and equipment contained therein or servicing the Building and owned by Landlord in an amount deemed proper by Landlord (excluding any property with respect to which Tenant and other tenants are obliged to insure); (ii) commercial general liability insurance in the amount of not less than \$1,000,000.00 with respect to Landlord's operations at the Building; and (iii) such other forms and amounts of insurance as Landlord considers advisable.

(e) Landlord shall not be liable for any death or injury arising from or out of any occurrence in, upon, at, or relating to the Project or any part thereof or damage to property of Tenant or of others located on the Leased Premises or elsewhere in the Building or the Project, nor shall it be responsible for any loss of or damage to any property of Tenant or others from any cause, unless such death, injury, loss, or damage results from the direct gross negligence or willful misconduct of Landlord. Notwithstanding anything to the contrary contained in this Lease, Landlord and Tenant each hereby waives on behalf of itself and its insurers (none of which shall ever be assigned any such claim or be entitled thereto due to subrogation or otherwise) any and all rights of recovery, claim, action, or cause of action, against the other, its agents, officers, or employees, for any loss or damage that may occur to the Leased Premises, or any improvements thereto or the Project of which the Leased Premises are a part, or any improvements thereto, or any personal property of such party therein, by reason of fire, the elements, or any other causes which are, or could or should be insured against under the terms of the property insurance policies referred to in this Lease, regardless of whether such insurance is actually maintained and regardless of the cause or origin of the damage involved, including negligence of the other party hereto, its agents, officers, or employees (except neither party waives any rights in connection with the deductible portion of its property insurance).

17. **Indemnification:** Tenant agrees to defend, indemnify, and hold harmless the Landlord, its principals, agents and representatives from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorneys' fees) arising from the Tenant's own negligent acts or omissions, or those negligent acts or omissions of Tenant's officials, agents, representatives, contractors, subcontractors or employees acting within the scope of their employment, or arising out of or resulting from the Tenant's breach of this Lease. Tenant'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.

Landlord agrees to defend, indemnify, and hold harmless Tenant from all claims, actions, losses, suites, judgments, fines, liabilities, costs and expenses (including attorneys' fees) caused by the Landlord's gross negligence or intentional misconduct.

18. **Signage:** Tenant shall not install any signs visible from outside of the Leased Premises and shall not place or display any decoration, lettering or advertising matter on the glass of any window or door of the Leased Premises without the prior written consent of Landlord. Any permitted signs shall be maintained by Tenant in a good condition of repair in compliance with all applicable governmental laws, ordinances, rules and regulations governing such signs, and Tenant shall be responsible to Landlord for any damage caused by the installation, use and maintenance of said signs. Tenant agrees, upon removal of said signs, to repair all damage incidental thereto.

19. **Attorneys' Fees and Venue:** Notwithstanding anything to the contrary contained in this Lease, in the event of any litigation between Landlord and Tenant arising out of this Lease or Tenant's use and occupancy of the Leased Premises, each party shall bear its own costs and expenses incurred in such litigation, including reasonable attorneys' and paralegals' fees, at all levels, including appeals. Any legal action or proceeding arising out of or in any way connected with this Lease shall be instituted in a court (federal or state) located in the county where the Leased Premises are located, which shall be the exclusive jurisdiction and venue for litigation concerning this Lease.

20. **Parties:** "Landlord" as used in this Lease shall include Landlord's assigns and successors in title to the Leased Premises. "Tenant" shall include Tenant and, if this Lease shall be validly assigned or the Leased Premises validly sublet, shall include such assignee or subtenant, its successors and permitted assigns. "Landlord" and "Tenant" shall include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

21. **Landlord and Tenant Relationship:** This Lease shall create the relationship of Landlord and Tenant between Landlord and Tenant; no estate shall pass out of Landlord; Tenant has only a leasehold interest which shall not be subject to levy and sale.

22. **Holding Over:** Tenant has no right to retain possession of the Leased Premises or any part thereof beyond the expiration or earlier termination of this Lease. If Tenant holds over: (a) Tenant shall be deemed to be occupying the Leased Premises as a tenant-at-sufferance; (b) the Gross Rent payable to Landlord shall be increased to (i) for the first three months of the holdover, 150% of such Rent applicable during the month immediately preceding such expiration or earlier termination and (ii) for the remainder of such holdover period, 200% of such Rent applicable during the month immediately preceding such expiration or earlier termination; and (c) all other terms and conditions of this Lease shall continue to apply. Nothing contained herein shall be construed as a consent by Landlord to any holding over by Tenant.

23. **Notices:** Any notice to be given by either party shall be effective only if delivered by certified mail, return receipt requested, or by nationally recognized overnight courier service, to the parties' respective addresses set forth below. Either party may alter its address by written notice to the other party as provided herein. Any notice given pursuant to this section shall be effective upon receipt or refusal of delivery. Once Tenant has taken occupancy of the Leased Premises, any notice from Landlord to Tenant shall be effective if delivered to Tenant's address set forth in the preamble to this Lease or if delivered to the Leased Premises' address in the manner provided in this section.

LANDLORD	<i>With copy to:</i>
Sand Lake West Business Park, Inc.	Heather S. Moraes
c/o Sentinel Real Estate Corporation	Winderweedle, Haines, Ward & Woodman, P.A.
1251 Avenue of the Americas, 36 th Floor	329 N. Park Ave, Second Floor
New York, New York 10020	Winter Park, Florida 32789
TENANT	<i>With copy to:</i>
Orange County, Florida	Orange County, Florida
Attn: Manager, Real Estate Management Division	Attn: County Attorney's Office
400 East South Street 5 th Floor	201 South Rosalind Avenue, 3 rd Floor
Orlando, Florida 32801	P.O. Box 1393
Email: Leasing@ocfl.net	Orlando, Florida 32801-1393

24. **Covenant of Quiet Enjoyment:** So long as Tenant observes and performs the covenants and agreements contained herein to be observed and performed by Tenant, Landlord covenants and agrees that Tenant shall at all times during the Term of this Lease peacefully and quietly have and enjoy possession of the Leased Premises, subject to the terms hereof.

25. **Subordination:** This Lease and all rights of Tenant shall be subject and subordinate to any and all mortgages, security agreements, or like instruments resulting from any financing, refinancing, or collateral financing (including renewals or extensions thereof), and to any and all ground leases, made or arranged by Landlord of its interests in all or any part of the Building or the Project or Phase, from time to time in existence against the Building or the Project or Phase, whether now existing or hereafter created. Such subordination shall not require any further instrument to evidence such subordination. However, on request from Landlord, Tenant shall further evidence in writing its agreement to subordinate this Lease and its rights under this Lease to any and all documents and to all advances made under such documents (collectively, the "Subordination"). The form of such Subordination shall be made as required by Landlord, its lender, or ground lessor. Tenant shall promptly on request, attorn, in writing, to any mortgagee, or to the future owner(s) of the Building or the Project or Phase, or the purchaser at any foreclosure or sale under proceedings taken under any mortgage, security agreement, like instrument, or ground lease, and shall recognize such mortgagee, owner, or purchaser as Landlord under this Lease (collectively, "Attornment"). Tenant shall execute and deliver the requested Subordination and/or Attornment within fifteen (15) business days after written request therefor. Notwithstanding any notice or cure period provided herein, Tenant's failure to deliver any Subordination or Attornment as required above within the fifteen (15) business day period shall constitute a default under Section 10 hereof.

26. **Estoppel Certificate:** Within fifteen (15) business days after written request by Landlord, Tenant shall deliver an estoppel certificate to Landlord as to the status of this Lease, including whether this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified and identifying with particularity the modification agreements); the amount of Gross Rent and other or Additional Rent then being paid and the dates to which same have been paid; whether or not there is any existing or alleged default by either party with respect to which a notice of default has been served, or any facts exist which, with the passing of time or giving of notice, would constitute a default and, if there is any such default or facts, specifying with particularity the nature and extent thereof; and any other matters reasonably pertaining to this Lease as to which Landlord shall request such certificate. The estoppel certificate shall expressly state that Landlord, and any prospective purchaser, lender, or ground lessor shall have the right to rely on such certificate.

27. **Relocation:** Intentionally Deleted

28. **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 hereunder, sign a memorandum of lease, sign estoppel certificates, renewals, subordinations, tenant's acceptance of improvements and to sign amendments to this Lease.

29. **Successors and Assigns:** The provisions of this Lease shall inure to the benefit of and be binding upon Landlord and Tenant and their respective successors, heirs, legal representatives and assigns, subject, however, in the case of Tenant, to the restrictions on assignment and subletting contained in this Lease.

30. **Limitation of Liability:** Tenant agrees that the liability of Landlord under this Lease and all matters pertaining to or arising out of the tenancy and the use and occupancy of the Leased Premises including, but not limited to, all matters or claims of whatsoever nature arising out of or caused by the negligence of Landlord, its agents, servants or employees, shall be limited to Landlord's interest in the Building and in no event shall Tenant bring any action or make any claim against, recover any money judgment from, or seek to impose any liability upon, any other assets of

Landlord, or impose any personal liability upon any principal, agent, officer, shareholder, director, general or limited partner of the Landlord or any principal for whom Landlord may be acting.

31. **Broker's Commission**: Landlord and Tenant each represent and warrant one to the other that except as set forth in the Lease Agreement Summary, neither of them has employed any broker in connection with the negotiations of the terms of this Lease or the execution thereof. Landlord shall pay any commissions payable to Landlord's Broker pursuant to separate agreement.

32. **Rules and Regulations**: Tenant accepts the Leased Premises subject to, and hereby agrees with Landlord to abide by, the rules and regulations attached to this Lease as **Exhibit E** and incorporated herein by reference, together with such additional Rules and Regulations or amendments thereto as may hereafter from time to time be established by Landlord, and such additions or amendments shall be binding on Tenant upon receipt of same by Tenant.

33. **Hazardous Substances**: Tenant shall not use, handle, generate, treat, store, or dispose, or permit the handling, generation, treatment, storage, or disposal, of any Hazardous Materials in, on, under, around, or above the Leased Premises now or at any future time; provided, however, that Tenant may store and use customary cleaning supplies (even if the same are Hazardous Materials) so long as such storage and use is in accordance with all applicable laws, including the Hazardous Materials Laws.

34. **Parking**: Tenant shall have a right to park its proportionate share of vehicles and shall cause its employees, contractors, subcontractors and agents to park their vehicles only in areas designated by Landlord as tenant parking areas from time-to-time. It is agreed to by the parties that the proportionate share of the Building is **3.7 cars / 1,000** square feet of leased space ("Parking Ratio"). Therefore, the Tenant shall have the right to **a total of fourteen (14) parking spaces**. Tenant shall furnish Landlord, upon request, with the current license plate letters/numbers of all vehicles owned or used by Tenant or its employees, contractors, subcontractors or agents and Tenant thereafter shall notify Landlord of any changes in such letters/numbers within five (5) business days after the occurrence thereof. Landlord may itself or through any agent designated for such purpose, make, administer, and enforce additional rules and regulations regarding parking by tenants and by their employees or agents, including, without limitation, rules and regulations permitting Landlord or such agent to remove or tow any vehicles improperly parked or not parked within the designated tenant or employee parking areas. Landlord shall use commercially reasonable efforts to provide written notice to Tenant of said changes thirty (30) days prior to their effective date and, in any event, Tenant shall have no obligation under this Lease for compliance with any amended rules and regulations for the parking area until the date that is thirty (30) days after Landlord shall have provided written notice of same. Landlord shall give advance written notice to Tenant of the parking violation prior to removing or towing a vehicle. Tenant shall have two (2) business days from the date of the notice to cure the parking violation. The cost and expenses of any such removal or towing of any vehicles shall be considered due from Tenant, payable on Landlord's demand therefor. Landlord agrees to provide appropriate documentation of the charges, as may be required by the Orange County Comptroller in order to pay said costs and expenses. No disabled vehicle shall be left in the parking areas of the Building or Park for more than 24 hours. Landlord agrees to allow Tenant to store up to five (5) official county vehicles overnight at a mutually agreed upon location (which 5 vehicles shall be applicable toward the Parking Ratio).

35. **Mold**: For purposes hereof, the term "**Mold**" is defined as the indoor presence or growth of mold, mildew, fungus and/or the presence of materials containing any of them. Tenant understands and acknowledges that the Leased Premises are located in a region with a climate that is conducive to the growth of Mold. Tenant is responsible for maintaining an indoor air environment

(i.e., temperature and humidity) at all times to prevent the growth of Mold. Landlord shall not be responsible or liable at any time to Tenant, or to those claiming by, through or under Tenant, for any claim for loss of life, bodily or personal injury, personal property damage, damage to property or business, advertising injury, loss of or injury to reputation, or for business interruption or relocation expenses and/or any other claim whatsoever arising out of and/or caused directly or indirectly by the actual, alleged or threatened existence, discharge, dispersal, transmission, migration, release, or exposure to Mold, at any time now or hereafter found within, upon and/or about the Leased Premises or the Building, regardless of the cause thereof, including any negligence by Landlord, that contributes concurrently or in any sequence to the loss or damage.

36. **Miscellaneous:** Time is of the essence with respect to this Lease. This Lease contains the entire agreement of Landlord and Tenant and no representations or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant of any obligations hereunder, and no custom or practice at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof. The acceptance of any payment hereunder by Landlord shall not be deemed to be a waiver of any preceding default of Tenant of any term, covenant or condition of this Lease, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such payment. If any clause or provision of this Lease is illegal, invalid or unenforceable under applicable present or future laws or regulations effective during the Term of this Lease, the remainder of this Lease shall not be affected. In lieu of each clause or provision of this Lease which is illegal, invalid or unenforceable, there shall be added as a part of this Lease a clause or provision as nearly identical as may be possible and as may be legal, valid and enforceable. This Lease shall be governed by, construed under and interpreted and enforced in accordance with the laws of the state in which the Leased Premises is located. Neither this Lease, nor any memorandum of this Lease or reference hereto, shall be recorded by Tenant without Landlord's consent endorsed thereon. Landlord shall be excused from the performance of any of its obligations under this Lease for the period of any delay resulting from any cause beyond its control, including, without limitation, all labor disputes, governmental regulations or controls, fires or other casualties, inability to obtain any material or services, Acts of God or force majeure. If Tenant executes this Lease as a legal entity, each of the persons executing this Lease on behalf of Tenant does hereby personally represent and warrant that Tenant is a duly authorized and existing legal entity, that Tenant is qualified to do business in the state in which the Leased Premises are located, that the legal entity has full right and authority to enter into this Lease, and that each person signing on behalf of the legal entity is authorized to do so. In the event the foregoing representation or warranty is false, all persons who execute this Lease shall be liable, individually, as Tenant. Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other or in respect to any matter whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant hereunder, Tenant's use or occupancy of the Leased Premises and/or any claim of injury or damages. Each signatory below represents and warrants that he or she has full power and is duly authorized to enter into this Lease on behalf of their respective party to this Lease.

37. **Intentionally Omitted:**

38. **Renewal Option:** Provided that Tenant shall not be in default of this Lease at the time of exercise or at the time that the applicable renewal option is to commence, Tenant shall have in its sole discretion, the right to renew this Lease for one, two-year period ("Renewal Term"). Tenant must provide written notice to Landlord that it intends to exercise its right to renew nine (9) months prior to the expiration of the Initial Term ("Renewal Notice"). The renewal rent shall be as set forth in the table below.

Renewal Term	Gross Rent Per Sq. Ft.	Annualized Gross Rent	Gross Monthly Rent
Months 1-12	\$22.60	\$86,964.80	\$7,247.07
Months 13-24	\$23.50	\$90,428.00	\$7,535.67

Landlord Execution Page of Lease Agreement

IN WITNESS WHEREOF, each legal entity hereto has caused this Lease Agreement to be executed in its name and on its behalf.

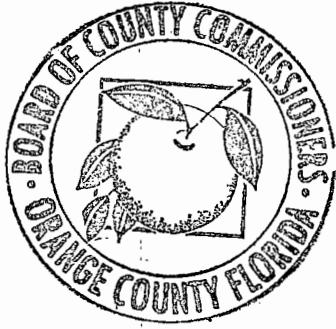
Landlord:

Sand Lake West Business Park, Inc.

By: 
 Martin J. Cawley Vice President

Date: , 2023

Tenant Execution Page of Lease Agreement



Tenant:

Orange County, Florida

By: Orange County Board of County Commissioners

By: *Bryan W. Brooks*
Jerry L. Demings
for Orange County Mayor

Date: 21 March 2023

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

BY: *Jennifer Lara-Klimetz*
for Deputy Clerk

Jennifer Lara-Klimetz
Printed Name

EXHIBIT A

Floor Plan

Suite 7676 & 7682 – 3,848 RSF

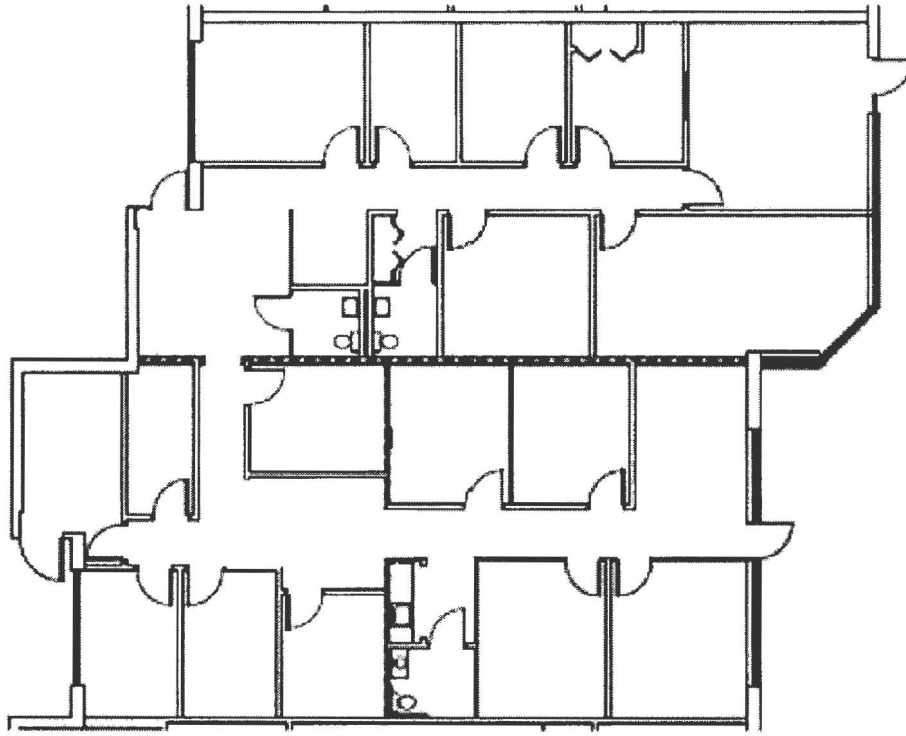
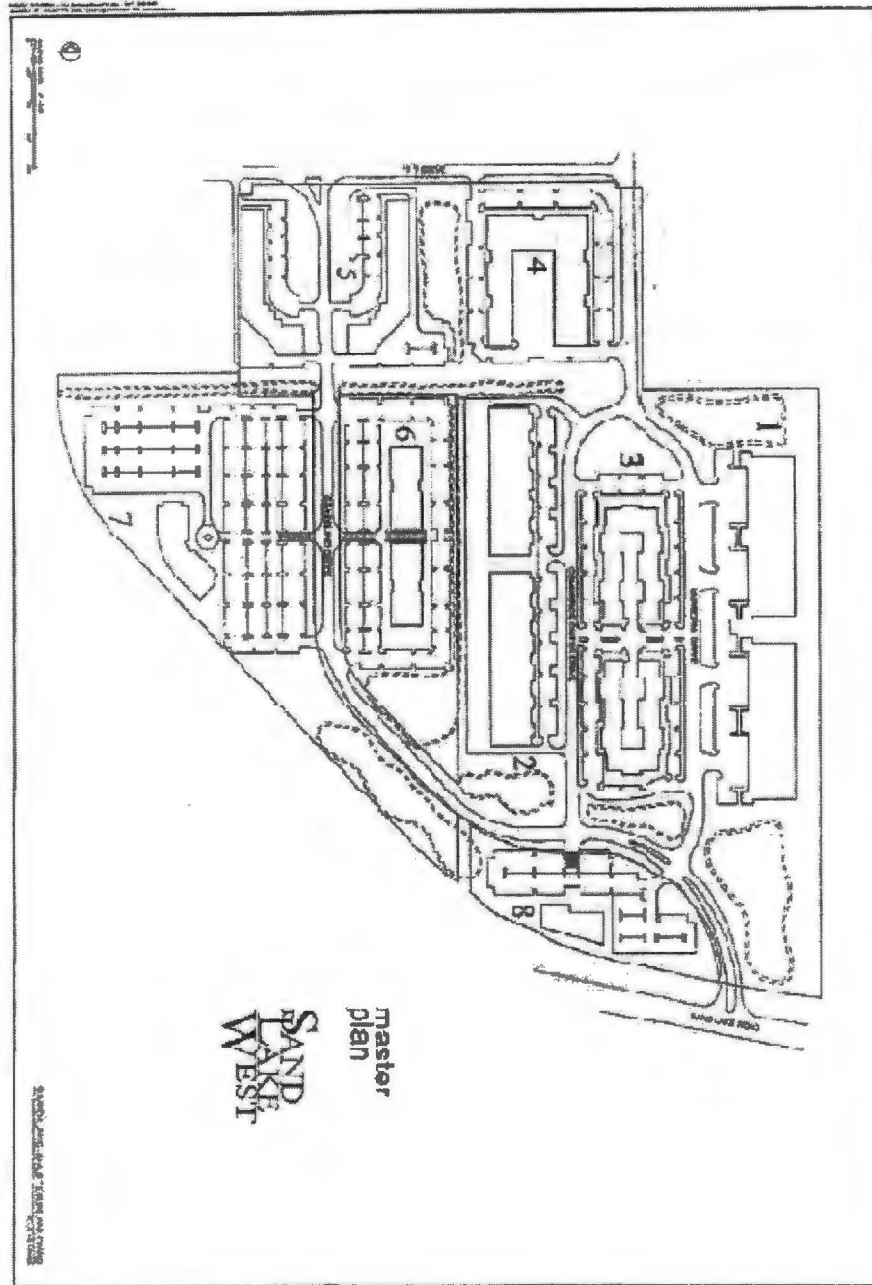


EXHIBIT B

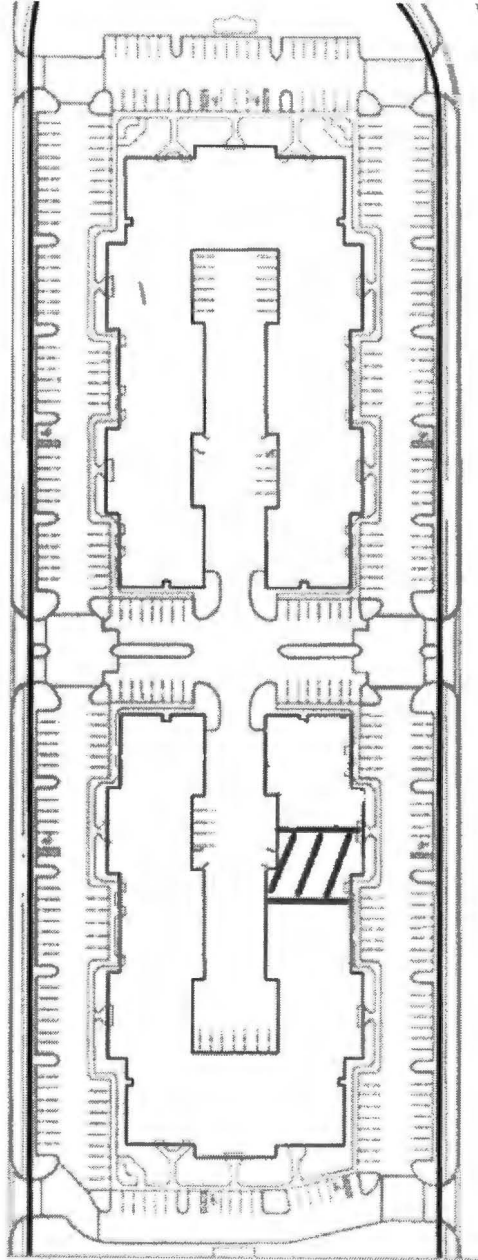
The Project



The information provided in this Exhibit B is not to scale and is for general information purposes only; Landlord reserves the right to make changes to the Project from time to time as it deems desirable. Nothing contained in this Exhibit B is intended to be a binding representation nor does Landlord make any warranty as to the accuracy of the information contained herein.

EXHIBIT B-1

Diagram of Phase III of the Project



The information provided in this Exhibit B-1 is not to scale and is for general information purposes only; Landlord reserves the right to make changes to the Project from time to time as it deems desirable. Nothing contained in this Exhibit B-1 is intended to be a binding representation nor does Landlord make any warranty as to the accuracy of the information contained herein.

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 _____, 2023, entered into by and between Sand Lake West Business Park, Inc., a Delaware corporation ("Landlord"), with an office at c/o Sentinel Real Estate Corporation, 1251 Avenue of the Americas, 36th Floor, New York, New York 10020, and Orange County, Florida a charter county and political subdivision of the State of Florida ("Tenant"), with an address at P.O. Box 1393, Orlando Florida 32802 – 1393.

Landlord and Tenant do hereby declare that the Delivery Date was the date that the Lease was fully executed by Landlord and Tenant; the Landlord's Work and Tenant Improvements required to be constructed and finished by Landlord for the above checked area of the Premises in accordance with the Lease have been satisfactorily completed by Landlord (subject to agreed upon 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 including but not limited to its obligation to pay the TI Allowance.

The Lease Commencement Date is _____, 2023.

The Initial Term of the Lease shall expire on June 30, 2026.

LANDLORD	TENANT
Sand Lake West Business Park, Inc.	Orange County, Florida
FORM NOT FOR SIGNATURE	FORM NOT FOR SIGNATURE
By:	Mindy T. Cummings, Manager
Its:	Real Estate Management Division
Date:	Date:

EXHIBIT D
Landlord's Work

Tenant agrees to accept the Leased Premises in its "as is" condition. Landlord will perform Landlord's Work as set forth in this Exhibit D but same shall not be a condition of delivery. Landlord will use commercially reasonable efforts to commence the performance of Landlord's Work promptly and diligently pursue Landlord's Work to completion.

In connection with the performance of Landlord's Work, Landlord shall have the right to access through the Leased Premises as well as the right to take into and upon and through the Leased Premises, all materials that may be required to make any such repairs, replacements, alterations, additions or improvements, as well as the right in the course of such work to close entrances, doors, corridors, elevators or other building facilities or temporarily to cease the operations of any such facilities or to take portions of the Leased Premises reasonably necessary in connection with such Landlord's Work, without being deemed or held guilty of an eviction of Tenant, subject to the terms and conditions of this Lease; provided however that Landlord agrees to use reasonable efforts not to interfere with or interrupt Tenant's business operation in the Leased Premises. Except to the extent caused by the gross negligence or intentional misconduct of Landlord, its agents, representatives, employees, contractors or subcontractors, Landlord shall not be liable to Tenant for any expense, injury, loss or damage resulting from the performance of Landlord's Work while Tenant remains in occupancy of the Leased Premises, all claims against Landlord for any and all such liability being hereby expressly released by Tenant. Landlord shall not be liable for damages to Tenant's property, business or person to Tenant by reason of interference with the business of Tenant or inconvenience or annoyance to Tenant or the customers of Tenant except as otherwise provided herein. Rent shall not abate while Landlord performs Landlord's Work, and Tenant shall not be entitled to any set-off or counterclaims for damages of any kind against Landlord by reason thereof, all such claims being hereby expressly released by Tenant.

1. Landlord shall provide improvements to the interior layout of the Premises ("Tenant Improvements") as set forth on **Exhibit D-1**. Hereunder, the space plans as shown on **Exhibit D-1** and subsequent working drawings and plans mutually agreed between Landlord and Tenant are hereunder collectively the "Plans and Specifications".

2. Landlord agrees to construct the Tenant Improvements in a good and workmanlike manner. Landlord makes no representation or warranty as to the sufficiency of the Plans to meet the requirements of Tenant's business. Prior to or during Landlord's construction activities, the parties may agree upon changes in the Plans and Specifications, in accordance with Section 7 of this Lease. If any change in the Plans and Specifications increases the cost of work or materials or the time required for completion of construction, Tenant shall reimburse Landlord for such increase in cost in advance and loss in Rent at the time the Rent would have become due.

3. Within five (5) days of written request of Landlord, Tenant shall provide any additional information which may not be specifically included in the Plans and Specifications as Landlord may reasonably request, such as interior decorative plans, paint colors, floor coverings, wall coverings and the like. If Tenant fails to furnish such information within the time prescribed, Landlord may, but shall not be obligated to, use its bona fide best judgment of Tenant's requirements, but Landlord shall not be liable for any errors or omissions, and the same shall not affect or diminish Tenant's duties and obligations set forth in the Lease. Tenant agrees to pay on receipt of an invoice and demand all costs and expenses and increased costs incurred by Landlord on account of Tenant's failure to furnish such information within such prescribed times well as lost rental due to delays in the lease commencement date caused by Tenant.

4. All costs and expenses in Landlord's completion of the Tenant Improvements shall be at Tenant's sole cost and expense; provided however that if Tenant is not in default of the Lease or the license agreement between Landlord and Tenant for the Licensed Space, Landlord agrees to pay towards the cost of the Tenant Improvements up to **\$76,960.00** (the "TI Allowance") with such funds available to cover all typical "hard" and "soft" costs associated with the tenant build-out. The "Cost of the Tenant Improvements" will include all so called "hard" construction costs and the costs of engineering, space planning, architect, permit fees, and construction services fees of up to 3% of the total hard costs for construction of the Tenant Improvements. If the total cost of the Tenant Improvements is anticipated to exceed the TI Allowance pursuant to a budget prepared by Landlord and its contractors, and Landlord desires to pay its contractors pursuant to applications for payment submitted prior to final completion of the Tenant Improvements, Tenant shall be responsible for its share of the costs of each such payment in the same percentage as the budgeted total excess cost above the TI Allowance bears to the total cost of the Tenant Improvements. Upon final completion of the Tenant Improvements, Landlord shall perform a final true-up of the actual expenses against the budgeted expenses and any amounts contributed by Tenant toward the cost of the Tenant Improvements which exceed that for which Tenant is responsible hereunder shall be credited toward future Rent due under this Lease. NO portion of the TI Allowance shall be used toward Tenant's furniture, fixtures or equipment or towards Rent due under this Lease. The TI Allowance shall first be utilized to pay for the Cost of the Tenant Improvements. Once the TI Allowance is exhausted, Costs of the Tenant Improvements that exceeds the TI Allowance shall be the sole responsibility of the Tenant.

5. Within five (5) business days of the Leased Premises being turned over to the Tenant, the Tenant shall inspect the Leased Premises with Landlord's representative, and a punch list of any minor item of Landlord's work remaining to be done shall be prepared. Landlord shall complete such punch list items within a reasonable period of time and shall have full access to the Leased Premises for the accomplishment of same provided Landlord does not unreasonably interfere with the normal use and occupancy of the Premises. In no event shall the Commencement Date be conditioned upon or extended by the time within which Landlord shall complete the punch list items. Upon acceptance of possession of the Premises, Tenant shall be deemed to have accepted the Premises and Landlord's work therein in all manners and respects, subject to such items as shown on the punch list and items not visible at the time of inspection, and Tenant shall be deemed to have released Landlord from any and all claims arising from any defect (not including latent defects) in condition of the Leased Premises or the Common Areas.

6. Landlord will also be responsible to make sure all the HVAC equipment serving the Leased Premises is in good working order upon Lease Commencement Date.

EXHIBIT D-1
Plans and Specifications

Subject to Exhibit D above, Tenant’s planned Tenant Improvements to the Premises are as follows:

1. Men’s Restroom toilet replaced (7676)
2. Women’s Restroom replace sink/faucet
3. Ceiling tiles – replaced discolored ones. Roof leak in back common break room by exit.
Replace all Tiles and repair any leaks
4. Add hot water on both sides.
5. Paint and Patch Walls for entire suites.
6. New Carpet for entire suite. Vinyl flooring Foyer/Halls carpet in offices Alan and Chief Kilbury to assist in color.
7. Lights in each office mix-match (consistent lighting) Replace all to LED.
8. New electrical and Communication Drops added in each of the offices (see attached) including.
9. Replace light near Coffee/bar (7682) Bad driver need LED replacement.
10. Front two offices New Window film. (7682)
11. Some doors need to be refinished (7676)
12. Managers Offices with Master Lock/Key. 3 Total

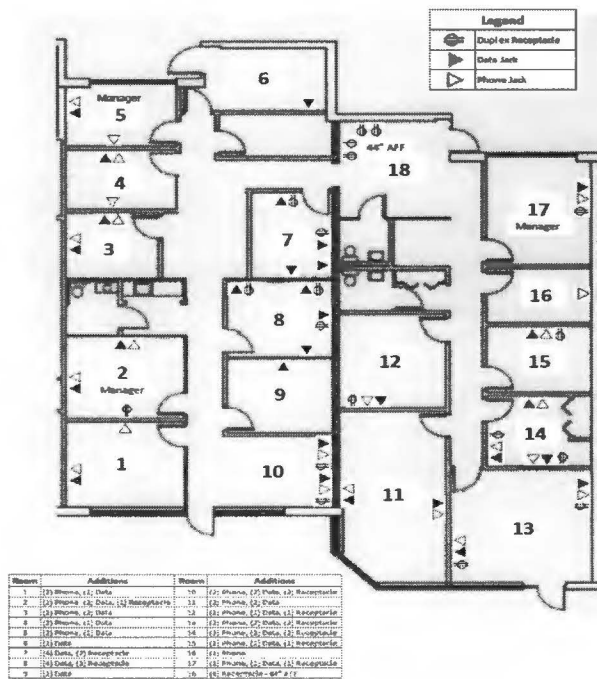


EXHIBIT E
Rules and Regulations

1. No sign, placard, picture, advertisement, name, notice or sun screening shall be inscribed, displayed, printed or affixed on or to any part of the outside or inside of the Building or any portion of the Project without the written consent of Landlord first had and obtained and in the absence thereof, Landlord shall have the right to remove any such sign, placard, picture, advertisement, name or notice without notice to and at the expense of Tenant. All approved signs of lettering on doors shall be printed, painted, affixed or inscribed at the sole risk and expense of Tenant by a licensed contractor approved by Landlord and subject to all laws, ordinances, rules, regulations and recommendations of all governmental and quasi-governmental authorities having jurisdiction thereover and all insurance companies and fire rating agencies which insure the Project. Tenant shall not place anything or allow anything to be placed near the glass of any window, door, partition or wall which may appear unsightly from outside the Leased Premises. Landlord may specify a Building standard window covering for all exterior windows.

2. All parking shall be within the property boundaries of the Project and within marked parking spaces. There should be no on-street parking and at no time shall any Tenant obstruct any driveways or loading areas intended for the use of other tenants, their employees, agents, customers and invitees. The driveways and parking areas in the Project are for the joint and non-exclusive use of Landlord's tenants, their employees, agents, customers and invitees, unless specifically marked to the contrary. In the event Tenant, its agents, customers and/or invitees use a disproportionate portion of the parking areas, Landlord shall have the right to restrict Tenant, its agents, customers and/or invitees to certain parking areas. Tenant shall not permit any fleet trucks to park overnight in the Project's parking areas without Landlord's prior written approval.

3. Unless specifically approved by Landlord in writing, no materials, supplies or equipment shall be stored anywhere in, on or about the Project except inside the Leased Premises. Trash receptacles may not be placed in the service areas except by Landlord. If Landlord does not supply trash receptacles, Tenant shall furnish its own receptacles, and shall place such receptacles in a location designated by Landlord.

4. No additional locks, other than Landlord approved entry systems, shall be placed on the doors of the Leased Premises by Tenant nor shall any existing locks be changed unless Landlord is immediately furnished with two keys thereto. Landlord will, without charge, furnish Tenant with two keys for each lock on the entrance doors to the Leased Premises when Tenant assumes possession, with the understanding that at the termination or expiration of the Term of this Lease the keys to the Leased Premises shall be returned to Landlord.

5. Tenant will refer all contractors, contractor's representatives and installation technicians rendering any service on or to the Leased Premises for Tenant to Landlord for its approval and supervision before performance of any service. This provision shall apply to all work performed in the Project, including, but not limited to, installation of electrical devices and attachments and installations of any nature affecting floors, walls, woodwork, trim, windows, ceilings, equipment or any other portion of the Project.

6. No Tenant shall at any time occupy or allow any person to occupy any part of the Leased Premises or the Project as sleeping or lodging quarters.

7. Tenant shall not place, install or operate on the Leased Premises or in any part of the Project, any engine, stove or machinery, or conduct mechanical operations or cook thereon or therein, or place or use in or about the Leased Premises any explosives, gasoline, kerosene, oil, acids, caustics or any other flammable, explosive or Hazardous Material without the prior written consent of Landlord. The foregoing shall not prohibit the use of microwave ovens.
8. Windows facing the Building exterior shall at all times be wholly clear and uncovered (except for such blinds or curtains or other window coverings Landlord may provide or approve) so that a full unobstructed view of the interior of the Leased Premises may be had from outside the Building.
9. The sidewalks, parking lots and exits shall not be obstructed by Tenant, its employees, agents, contractors, subtenants or assigns or used for any purpose other than for ingress to and egress from the Leased Premises.
10. Tenant shall not use, keep or permit to be used or kept any foul or noxious gas or substance in the Leased Premises, or permit or suffer the Leased Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Project by reason of noise, odors and vibrations, or interfere in any way with other Tenants or those having business in the Project, nor shall any animals or birds be brought in or kept in or about the Leased Premises or the Project.
11. Landlord reserves the right to exclude or expel from the Project any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who may in any manner do any act in violation of any law or any rule or regulations of the Project.
12. Landlord shall have the right, exercisable without notice and without liability to Tenant, to change the name of the Project and street address of the Building of which the Leased Premises are a part.
13. Tenant shall not disturb, solicit or canvass any occupant of the Project and shall cooperate to prevent same.
14. Without the prior written consent of Landlord, Tenant shall not use the name of the Project in connection with or in promoting or advertising the business of Tenant except as Tenant's address.
15. Landlord shall have the right to control and operate the common areas of the Project, the public facilities thereof, as well as the facilities furnished for the common use of all Tenants, in such manner as it deems appropriate.
16. No satellite dish, radio, television or other aerial or equipment of any kind may be placed or installed on the roof or on any exterior wall of the Leased Premises or on the grounds or common areas of the Project without the prior written consent of Landlord in each instance. Any equipment so installed without such written consent shall be at the sole risk of Tenant and shall be subject to removal without notice at any time and Tenant shall pay to Landlord, on demand, as Additional Rent, the cost of any damages occasioned thereby including, but not limited to, the cost to replace any warranty voided or diminished by such installation and the cost of removal and repairs.
17. Landlord shall have the right from time to time to modify, add to or delete any of these rules and regulations at Landlord's discretion, provided that any changes are uniformly applied to all Tenants.