



Orange County Government

Orange County
Administration Center
201 S Rosalind Ave.
Orlando, FL 32802-1393

Legislation Text

File #: 25-150, **Version:** 1

Interoffice Memorandum

DATE: January 8, 2025

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: Mindy T. Cummings, Manager

FROM: Ana Alves, Program Manager

CONTACT: Mindy T. Cummings, Manager

PHONE: 407-836-7090

DIVISION: Real Estate Management Division

ACTION REQUESTED:

Approval and execution of Commercial Lease Agreement by and between Pyramid Properties III, LLP and, and Orange County, Florida, and authorization for the Real Estate Management Division to exercise renewal options, furnish notices, required or allowed by the Lease, as needed for Facilities at Parkway (Pyramid 111), 4548 Parkbreeze Court, Orlando, Florida 32808. Lease file 2015A. District 2. **(Real Estate Management Division)**

PROJECT:

Facilities at Parkway (Pyramid III)
4548 Parkbreeze Court, Orlando, Florida 32808
Lease File 2015A

PURPOSE: To continue to provide office and warehouse space for Orange County operations.

ITEM:

Lease Agreement
Term: Five years
Cost: \$52,885.33 per month
Option: Two, five-year renewals
Size: 34,304 square feet

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

REVENUE: None

FUNDS: N/A

APPROVALS:

Real Estate Management Division

Risk Management Division

Facilities Management Division

REMARKS: The County has leased this space since 1993 for its operations; however, the current County occupant is relocating, and Facilities Management is moving into this building for its Facilities West operations. Therefore, the County has negotiated a new lease with the landlord. The Lease will be for the same square footage, 34,304, and the space will be renovated to include offices, locker rooms, and an additional warehouse and workshop space for the Facilities Management Division.

The Lease includes an allocation of \$800,000 for tenant improvements, which will fund renovations to meet the operational demands of the Orange County Facilities Management Division.

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APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
JAN 28 2025

COMMERCIAL LEASE AGREEMENT

by and between

Pyramid Properties III, LLP

and

ORANGE COUNTY, FLORIDA

THIS COMMERCIAL LEASE AGREEMENT (the “**Agreement**” or “**Lease**”) is made and entered into as of the Effective Date (hereinafter defined), by and between **Pyramid Properties III, LLP**, a Florida limited liability partnership, (“**Landlord**”), and **Orange County, Florida**, a charter and political subdivision of the State of Florida (“**Tenant**”) (sometimes hereinafter referred to individually as the “party” or collectively, the “parties”).

Section 1. Lease Summary. Below is a summary of the terms of this Agreement. Any conflict between the summary and the specific provisions of this Agreement, the specific provision prevails.

Tenant:	Orange County, Florida, a charter county and political subdivision of the State of Florida (hereinafter referred to as “ Tenant ” or “ County ”)	
Tenant’s Contact:	Orange County Real Estate Management Division Attn: Manager	
	Mailing Address	Physical Address
	P.O. Box 1393 Orlando, Florida 32802-1393	400 E. South St., 5 th Floor Orlando, Florida 32801
	Email: leasing@ocfl.net	
Property:	Property Appraiser’s ID: 04-22-29-6712-00-030 as further described on Exhibit A (the “ Property ”).	
Premises:	A portion of a multi-tenant building (the “ Building ” as shown on Exhibit B) consisting of a total of approximately 34,304 rentable sq. ft. and all improvements now or hereafter constructed by Landlord including any additional facilities which may be deemed necessary or desirable by Landlord inclusive of the use of the paved parking lot as designated in this Lease (collectively the “ Premises ” as illustrated on Exhibit C).	

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Address of Premises:	4548 Parkbreeze Court, Orlando, Florida 32808	
Landlord:	Pyramid Properties III, a Florida limited liability partnership Attn: J. Wallace Henderson (" Landlord ").	
	Mailing Address	Physical Address
	P.O. Box 941242 Maitland, Florida 32794-1242	4800 North Orange Blossom Trail Orlando, Florida 32810
	Email: Whend98@aol.com ; Stuart@jwallaceassociates.com	
Property Manager:	J. Wallace and Associates, Inc. (" Property Manager ") Attn: J. Wallace Henderson P.O. Box 941242, Maitland, Florida 32794-1242 Phone: 407.257.9292 Email: Whend98@aol.com ; Stuart@jwallaceassociates.com	
Brokers:	Landlord is represented by: J. Wallace and Associates, Inc. Tenant is NOT represented by a broker in this lease transaction.	
Effective Date:	See Section 24.7	
Commencement Date:	See Section 4.1	
Rent Commencement Date	See Section 4.1.1	
Initial Term:	Sixty (60) months after the Rent Commencement Date.	
Extension(s)	Two (2) consecutive five (5) year terms each (see Section 4 below).	
Tenant Allowance Amount:	\$ 800,000.00 (see Section 6 below)	
Leasehold Improvements:	See Section 6 and Exhibit F	
Rent:	See Section 5 below.	
Security Deposit:	None	

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Rent Due Date:	On or before the 1 st of each month of the Lease (see Section 5 below).
Rent Mailed to:	J. Wallace & Associates, Inc., as Managing Partner for Pyramid Properties III, P.O. Box 941242, Maitland, Florida 32794-1242 or as subsequently updated.

Section 2. Demise of Premises.

2.1 Grant. In consideration of the obligation of Tenant to pay rent as herein provided and in consideration of the other terms, covenants, and conditions hereof. Landlord leases to Tenant, and Tenant leases from Landlord, the Premises, to have and hold for the Term, subject to the terms, covenants and conditions of this Lease.

2.2 Acceptance of Premises. Tenant shall accept the Premises in its condition as of the Effective Date, subject to all applicable laws, ordinances, regulations, covenants and restrictions. Landlord has made no representation or warranty as to the suitability of the Premises for the conduct of Tenant's business. The taking of possession of the Premises shall be conclusive evidence that Tenant accepts the Premises and that the Premises were in good condition at the time possession was taken. Acceptance of the Premises pursuant to this Section shall not relieve Landlord from its obligations to construct the improvements per **Section 6**, below or from addressing any defects in construction materials or workmanship.

2.3 Quiet Enjoyment. Tenant, upon paying the Rent and performing all of the terms on its part to be performed, shall peaceably and quietly enjoy the Premises subject, nevertheless, to the terms of this Lease and to any mortgage or other agreement to which this Lease is subordinated

2.4 Landlord Access and Inspection.

2.4.1 General. Landlord and Tenant agree that Landlord may have pass keys to the Premises but will not have pass key access to secure areas. If Landlord, its Property Manager, its vendors or agents (collectively, the "**Entrants**") require access to those secure areas, Landlord shall give Tenant at least **two (2) business days** (defined as Monday through Friday from 8 A.M. to 5 P.M.) advance notice and Tenant will accompany the Entrants during the time of access. The parties agree that the two business (2) day notice for entrance is waived during a period of emergency, defined as a fire, gas leak, water leak electrical issues or natural disaster. The purpose of Landlord's access is to take any and all measures, including entering the Premises for the purpose of making inspections, repairs, alterations, additions and improvements to the Premises or to the Building (including for the purpose of checking, calibrating, adjusting and balancing controls and other parts of the Building systems), as may be necessary or desirable for the operation, improvement, safety, protection or preservation of the Premises or the Building, or in order to comply with all laws, orders and requirements of governmental or other authority, or as may otherwise be permitted or required by this Lease;

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provided, however, that Landlord shall use its best efforts to minimize interference with Tenant's business in the Premises.

2.4.2 Access for Prospective Tenant. If Tenant has not exercised its option to extend the Lease per Section 4.3 below, then Landlord may exhibit the Premises to any prospective tenant in the last **eleven (11)** months of the then current lease year. Landlord shall provide **ten (10) days'** notice whenever possible; however, in no event less than **five (5) days** advance notice.

2.4.3 Access for Prospective Purchaser and Mortgagee. Landlord may exhibit the Premises to a prospective purchaser, mortgagee or assignee of any mortgage on the Property and to others having an interest therein at any time during the Term, with **ten (10) days'** notice whenever possible; however, in no event less than **five (5) days** advance notice and Tenant will accompany Landlord during the time of access. Tenant reserves the right in its sole discretion to restrict access to certain secure areas of the Premises and Tenant will accompany Landlord and prospective purchaser and mortgagee during the time of access.

2.4.4 Tenant's Representative for Access. Tenant shall provide Landlord, by written notice on or before the Commencement Date, the contact information for Tenant's representative(s) for such requests for access as set forth in this Section. Tenant's representative shall be available for access requests during both normal and after-hour emergencies. Tenant agrees to keep this information current during the term of this Lease.

Section 3. Permitted Use. Tenant's use of the Premises shall only be for office/warehouse space/carpentry shop as well as other uses by Orange County Government or its Constitutional Officers and such other lawful purposes as may be incidental thereto (collectively the "**Permitted Use**"). Landlord acknowledges as part of the Permitted Use that the services provided by the Tenant for the benefit of the citizens of Orange County may necessitate that the Tenant occupy the Premises 24 hours a day/seven days a week during emergency response situations. Any change to the Permitted Use, if any, shall be reasonably approved by Landlord in writing and in advance of the change. The Permitted Use shall be further subject to those rules and regulations as set forth in this Lease and as attached as **Exhibit D**.

Section 4. Term of Lease.

4.1 Commencement Date.

The parties agree that Orange County currently occupies the Premises as a holdover tenancy pursuant to that certain lease dated May 21, 2002 (Orange County Lease File #2015) on behalf of a different user agency (the "**Old Lease**"). In order for a new County user agency to occupy the Premises the parties agree that a new lease as well as substantial tenant improvements are needed for the Premises. Therefore, this Lease shall commence on the first day of the first full calendar month following the date that the previous Orange County user agency pursuant to the Old Lease vacates the Premises and said date is documented in writing by the parties pursuant to the Notice

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provisions in Section 21 below (the “**Commencement Date**”). As of the Commencement Date, the Old Lease shall terminate and within **seven (7) business days** of the Commencement Date, Landlord shall refund to Orange County any holdover rent and any late fees that may have been paid in addition to the base rent per the Old Lease.

4.1.1 Rent Commencement Date. The payment of Rent shall commence on the earlier of:

a. The Tenant Improvements required to be constructed and completed by the Landlord for the Premises, in accordance with the terms of this Lease, have been satisfactorily completed by Landlord (subject to an agreed upon punch list) and Certificate of Completion has been issued by the authority having jurisdiction, or

b. July 1, 2025, irrespective of the state of the Tenant Improvements and notwithstanding any part of Section 6.2.2 of this Lease. Should this date precede the date that Landlord received a Certificate of Completion, it shall not relieve Landlord of its responsibility to do so. The Effective Date, Commencement Date and Rent Commencement Date shall all be documented by the parties in the Declaration by Landlord and Tenant confirming the Date of Delivery of Possession of Premises, as outlined in the form attached as **Exhibit F-2**.

4.2 Term. The initial term of the Lease shall begin on the Rent Commencement Date and expire at midnight on the date **sixty (60)** months after the Rent Commencement Date. If the Rent Commencement Date is any day other than the first day of a calendar month, the Term shall be extended automatically until midnight on the last day of the calendar month in which the Term would otherwise expire (the “**Initial Term**”).

4.3 Extension(s). While this Lease is in full force and effect and Tenant is not in Default of any of its provisions beyond applicable grace periods, and Tenant (and/or Assigns) is in actual occupancy of the Premises, Tenant shall have the right to elect to extend the Lease for **two (2) five-year** options each (the “**First Extension Term**” and the “**Second Extension Term**”). The terms, covenants and conditions of the extension term will be on the same terms, covenants and conditions as set forth herein, except that the Rent will be determined as set forth below in Section 5.6

4.3.1 Process for Extension. If Tenant elects to exercise a right of extension, Tenant shall send written notice to Landlord at least **twelve (12)** months prior to the expiration of the then current term of the Lease (the “**Election Notice**”). Time shall be deemed of the essence in Tenant’s giving such Election Notice and may not be extended or abbreviated for any reason. If Tenant shall fail to duly exercise its option, Landlord may demand, and Tenant shall deliver, a letter that it has not so exercised its option, but Landlord’s failure to so demand such a letter, or Tenant’s failure or refusal to give such letter will not create or bestow any rights upon Tenant by reason thereof.

4.3.2 No Right of Recission. Once the Election Notice shall be duly given by Tenant, and Landlord and Tenant memorialize their mutual assent to the Rent for the respective

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extension term, the term of this Lease shall be thereby extended for the Extension Term and Tenant shall have no right to withdraw and/or rescind the Election Notice.

4.3.3 Rental Rate for Extension Term(s). Rent for First Extension Term and Second Extension Term shall be set forth in Section 5.6 below.

Section 5. Amounts Owed.

5.1 Security Deposit. Landlord has waived this requirement and has not charged Tenant a security deposit.

5.2 Rent. This is a modified gross lease and rent paid herein includes all Operating Expenses (as defined below), management, maintenance, and other expenses associated with operating the Building and the Property (the “Rent”) **except for** Tenant’s Proportionate Share of Real Estate Taxes, Landlord’s Insurance, and Utilities as those terms are defined in this Lease and Tenant’s responsibilities as shown in **Exhibit H**. Tenant shall pay Landlord Rent for the Initial Term as follows:

Lease Term	Rent Per Rentable sq.ft.	Total Rentable sq.ft.	Monthly Rent	Annual Rent
Year One	\$ 18.50	34,304	\$ 52,885.33	\$ 634,624.00
Year Two	\$ 19.24	34,304	\$ 55,000.75	\$ 660,008.96
Year Three	\$ 20.01	34,304	\$ 57,200.78	\$ 686,409.32
Year Four	\$ 20.81	34,304	\$ 59,488.81	\$ 713,865.69
Year Five	\$ 21.64	34,304	\$ 61,868.36	\$ 742,420.32
Total Due for Initial Term of Lease				\$ 3,437,328.29

Payment of the Rent shall commence on the Rent Commencement Date as set forth in Section 4.1.1 and as set forth in the Declaration by Landlord and Tenant As to Date of Delivery and Acceptance of Possession of Premises, form attached as **Exhibit F-2** and is due in monthly installments to Landlord on or before the **first (1st)** of each month of the Term payable to Landlord and mailed to Landlord’s Address or paid via Electronic Funds Transfer. Sales tax shall not be charged on the above amounts because Tenant is a governmental entity and is exempt. Tenant shall provide Landlord with verification of exemption on or before the Commencement Date. If the Term shall commence or end on a day other than the first day of a month, the monthly installments of Rent for the first or last partial month shall be prorated on a per diem basis.

5.3 Real Estate Taxes and Landlord’s Insurance – Additional Rent.

5.3.1 Real Estate Taxes. Real estate taxes shall include all taxes, assessments and other governmental impositions and charges of every kind and nature whatsoever, charged, laid, levied, assessed or imposed upon the Building or the Property, including, without limitation, roll-back taxes, ad valorem real and personal property taxes, and all taxes charged, laid, levied,

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assessed or imposed in lieu of or in addition to any of the foregoing by virtue of all present or future laws, ordinances, requirements, orders, directions, rules or regulations of federal, state, county and municipal governments and of all other governmental authorities whatsoever (collectively, the **“Real Estate Taxes”**).

5.3.2 Landlord’s Insurance. Landlord’s insurance for the Building and the Property shall include any insurance carried by Landlord insuring the Building and all other improvements on the Property constructed by Landlord, against fire and such other perils as are normally covered by extended coverage endorsements in the county where the Building is located in, an amount equal to the insurable value of such improvements, together with insurance against such other risks (including flood, loss of business, etc.) and such other coverages as Landlord, in its reasonable discretion, deems appropriate for similarly located centers and in such amounts as Landlord deems appropriate, including the amount of any deductible absorbed by Landlord pursuant to the terms of any Landlord insurance (hereinafter the **“Landlord’s Insurance”**).

5.3.3 Calculation of Tenant’s Proportionate Share. Tenant's proportionate share, for the purpose of calculating Tenant’s proportionate share for its contribution towards the payment of Real Estate Taxes and Landlord’s Insurance, shall be defined as the fraction determined by dividing the number of rentable square feet in the Premises (**“Rentable Area of Premises”**) by the total number of square feet of gross rentable square feet in the Building (**“Rentable Area of Building”**). For purposes of this Lease and calculation of Tenant's proportionate share shall, at Lease inception, be deemed at **57.17 %** (the **“Proportionate Share”**) calculated as follows:

$$\text{Rentable Area of Premises} / \text{Rentable Area of Building} = \text{Tenant's Proportionate Share} \\ 34,304 \text{ rentable sq. ft.} / 60,003 \text{ rentable sq. ft.} = 57.17\%$$

5.3.4 Payment of Real Estate Taxes and Landlord’s Insurance. Landlord shall provide Tenant with a single statement for its Proportionate Share for the Real Estate Taxes and Landlord’s Insurance that it has paid for the Building for the then current Lease Year as soon as practical but no later than March 1st of the next Lease Year. The statement shall include a copy of the real estate tax statement showing paid in full as well as a copy of the statement from Landlord’s insurance company reflecting the amount of insurance for the specific Building was paid in full. Tenant shall reimburse Landlord for its Proportionate Share, as defined herein, of the Real Estate Taxes and Landlord’s Insurance within thirty (30) days of receipt of Landlord’s statement and paid invoices. Tenant shall be responsible for their prorated share of Real Estate Taxes and Insurance for any partial Lease Year from Commencement Date.

5.4 Operating Expenses. Landlord is responsible for the cost associated with all operating expenses (as defined herein) for the Premises, Building, and Property.

5.4.1 Operating Expenses Include. The term Operating Expenses as used herein includes all expenses incurred with respect to the maintenance, management and operation of the Premises, Building and Property, including, but not limited to, maintenance and

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repair costs, fuel, water, sewer, gas and other common area utility charges (excluding all separately metered electricity, trash collection, water, sewer and any other utilities contracted for by Tenant for the Premises), security, janitorial services in the common areas, trash removal for the Premises, landscaping and pest control, income and franchise taxes of Landlord, expenses incurred in leasing to or procuring of tenants, leasing commissions, advertising expenses, expenses for the renovating of space for new tenants, capital improvements, interest or principal payments on any mortgage or other indebtedness of Landlord, depreciation allowance or expense, repairs due to fire, windstorm or other insured casualty, costs to comply with The Americans With Disabilities Act of 1990 ("ADA"), expenses correcting structural defects in the Building, penalties or fines incurred for noncompliance with applicable building or fire codes and all costs relating to existing HAZMAT testing, cleanup or remedies, proportional wages and fringe benefits payable to employees of Landlord whose duties are connected with the operation and maintenance of the Building, amounts paid to contractors or subcontractors for work or services performed in connection with the operation, management and maintenance of the Building and Property, all services, supplies, repairs, replacements or other expenses for maintaining, managing and operating the Building and Property including maintenance of the common areas. Where this Section conflicts with respective responsibilities of Landlord and Tenant in Exhibit H, attached hereto, the Terms and Conditions of Exhibit H shall prevail. All of the above are collectively referred to as the "**Operating Expenses.**"

5.4.2 Not Included in Operating Expenses. Operating Expenses does not include Utilities (defined below) for the Premises, Tenant's janitorial, maintenance and operation of Tenant's secure parking gate. Any and all ADA compliance costs, fines and obligations reasonably caused by Tenant's Work or Tenant's changes to the Premises (excluding Landlord's Work) shall be at Tenant's sole expense and shall be considered Additional Rent. The cost of maintenance, repair and replacement of tenant's access security systems and the security gate and fencing shall be at Tenant's sole expense and not included in Operating Expenses. Acts of God and/or Terrorism are not included in Operating Expenses.

5.5 Additional Rent. All costs and expenses which Tenant assumes or agrees to pay and any other sum payable by Tenant pursuant to this Lease shall be deemed additional Rent ("**Additional Rent**").

5.6 Rent for Extension Term(s). If Tenant elects to extend the lease, then rent for each extension term shall be as follows:

5.6.1 First Extension Term. Rent for the first year of the first extension term shall be at a rate that is **four percent (4%)** over the Rent for the previously ensuing year under the Initial Term. Thereafter during the term of the extension, the Rent shall increase **four percent (4%)** each year of the extension term.

Lease Term	Rent Per Rentable sq.ft.	Total Rentable sq.ft.	Monthly Rent	Annual Rent
Year One	\$ 22.51	34,304	\$ 64,343.09	\$ 772,117.13

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Year Two	\$ 23.41	34,304	\$ 66,916.82	\$ 803,001.82
Year Three	\$ 24.34	34,304	\$ 69,593.49	\$ 835,121.89
Year Four	\$ 25.32	34,304	\$ 72,377.23	\$ 868,526.77
Year Five	\$ 26.33	34,304	\$ 75,272.32	\$ 903,267.84
Total Due for First Extension Term of Lease				\$ 4,182,035.44

If a Lease Year shall commence or end on a day other than the first day of a month, the monthly installments of Rent for the first or last partial month shall be prorated on a per diem basis.

5.6.2 Second Extension Term. Rent for the first year of the second extension term shall be at a rate that is four percent (4%) over the Rent for the previously ensuing year under the First Extension Term. Thereafter during the term of the extension, the Rent shall increase four percent (4%) each year of the extension term.

Lease Term	Rent Per Rentable sq.ft.	Total Rentable sq.ft.	Monthly Rent	Annual Rent
Year One	\$ 27.38	34,304	\$ 78,283.21	\$ 939,398.55
Year Two	\$ 28.48	34,304	\$ 81,414.54	\$ 976,974.49
Year Three	\$ 29.62	34,304	\$ 84,671.12	\$ 1,016,053.47
Year Four	\$ 30.80	34,304	\$ 88,057.97	\$ 1,056,695.61
Year Five	\$ 32.04	34,304	\$ 91,580.29	\$ 1,098,963.43
Total Due for Second Extension Term of Lease				\$ 5,088,085.55

If a Lease Year shall commence or end on a day other than the first day of a month, the monthly installments of Rent for the first or last partial month shall be prorated on a per diem basis.

5.7 Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent payment herein stipulated shall be deemed to be other than on account of the Rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction (unless Landlord expressly agrees to an accord and satisfaction in a separate agreement duly accepted by Landlord's appropriate officer or officers), and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy provided in this Lease. Landlord may receive and retain, absolutely and for itself, any and all payments so tendered, notwithstanding any accompanying instructions by Tenant to the contrary, and any such payment shall be treated by Landlord at its option as being received solely on account of any amounts due and owing Landlord, including the Rent, and to such items and in such order as Landlord in its sole discretion shall determine.

5.8 Late Charge. Any installment of Rent or any other sum due by Tenant hereunder not paid within 15 days following the date when due and payable shall be subject to a five percent (5%) late fee. The late fee shall be paid by Tenant and considered additional Rent.

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5.9 Tax Payer Identification Number and Public Disclosure per Section 268.23, Florida Statutes. Landlord shall provide Tenant on or before the Commencement Date a recently executed *Request for Taxpayer Identification Number and Certification IRS Form W-9* (“**Form W-9**”) on the most current form as well as an affidavit and/or such other instruments as shall be required for Landlord to comply with Section 286.23, Florida Statutes, pertaining to beneficial ownership (“**Affidavit**”) if applicable. Thereafter, on or before October 1st of each lease year, Landlord shall provide Tenant with a new Form W-9 and Affidavit (if applicable) to Tenant. Failure of Landlord to provide the Form W-9 and Affidavit will result in a delay in the payment of Rent by Tenant, but any such delay will not cause Tenant to be considered in default nor does it give rise to any late charges or penalties if Rent is not paid on time.

Section 6. Leasehold Improvements and Tenant Alterations of the Premises.

6.1 Leasehold Improvements. All fixtures, equipment, improvements and appurtenances attached to or built into the Premises, whether or not by or at the expense of Tenant, and any carpeting or other personal property in the Premises on the Commencement Date installed by Landlord (collectively hereinafter “**Leasehold Improvements**”): (i) shall be and remain a part of the Premises; (ii) shall be deemed the property of Landlord; and (iii) shall not be removed by Tenant.

6.2 Tenant Improvement Allowance; Plans and Specifications.

6.2.1 Tenant Improvement Allowance. Landlord shall provide Tenant with a Tenant Improvement Allowance of **Eight Hundred Thousand and 00/100 Dollars (\$800,000.00)** (the “**Tenant Improvement Allowance**”) to be applied to improvements to the Premises as further described on **Exhibit F**. The Tenant Improvement Allowance expressly excludes any costs associated with HVAC replacements, of which the sole cost shall be borne by Landlord. Upon completion, these improvements shall become property of Landlord and shall be surrendered with the Premises as a part thereof at the termination of this Lease. All improvements shall be performed by Landlord and/or Landlord’s contractor. All requests for improvements in excess of **\$800,000.00** shall be at the sole expense of the Tenant. Landlord shall invoice Tenant for any improvement work that exceeds the Tenant Improvement Allowance and Tenant shall reimburse Landlord within **thirty (30) days** of receiving such invoice, provided that Landlord includes with the invoice to Tenant the following: i) all backup documentation to support the full use of the Tenant Improvement Allowance for all Construction Costs for the Improvements (as those terms are defined in **Exhibit F** below) and ii) all backup documentation to support the Construction Costs for Improvements (as those terms are defined in **Exhibit F** below) for the line-item costs listed in said invoice associated with the cost of improvements over and above the Tenant Improvement Allowance. In the event that Tenant does not use the entire Tenant Improvement Allowance, Tenant may elect to have the remaining amount of Tenant Improvement Allowance applied to Tenant’s obligation for monthly Rent. Any remaining Tenant Improvement Allowance will be applied on a pro-rata basis over the Initial Term.

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6.2.2 Plans and Specifications. Landlord agrees that it will work with Tenant to develop plans and specifications to effectuate the improvements initially described and set forth in **Exhibit F** and depicted and described on **Exhibit F-1** attached hereto and by this reference made a part hereof. Landlord and Tenant agree to finalize the Plans and Specifications on or before **January 31, 2025**, including developing a cost estimate for each improvement on or before January 31, 2025 described (collectively the “**Plans and Specifications**”). The Landlord shall provide the Tenant with a detailed list of the proposed Tenant Improvements, including the cost associated with each improvement. Upon review, the Landlord and Tenant must mutually agree upon the scope and costs of the Tenant Improvements prior to Landlord beginning any work on the Premises. Once an agreement is reached, the Tenant Improvements and associated costs will be documented in an amendment to this Lease that will supersede and replace **Exhibit F-1**. The excess cost of such improvements (i.e., the amount of the cost estimate that exceeds the Tenant Improvement Allowance) 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 the maximum of the Tenant Improvement Allowance toward the cost of Landlord’s Work as set forth on **Exhibit F**. Tenant shall not pay for any of the Tenant Improvements until such time as the Tenant Improvement Allowance has been exhausted, then any excess cost as previously approved by Tenant will be paid to Landlord as Additional Rent within **thirty (30) days** of such invoice. 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. Landlord will review and approve or provide written feedback within **five (5) days** of the Tenant submitting the requested changes. 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 Premises or materially reduce the quality of materials used in the construction of the improvements thereto. Tenant will be notified of any changes in writing and has the right to approve any material changes prior to installation. Tenant will approve or reject the material changes in writing within **five (5) days** of the Landlord submitting the requested changes to Tenant. Tenant understands and agrees that any plans, renderings or drawings or similar documents which purport to depict any improvements to the 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 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 Premises for which Tenant is responsible under **Section 7** hereof.

6.3 Alterations by Tenant. Tenant shall not make any alteration in or to the Premises without the prior written consent of Landlord, which Landlord will provide approval or comments as soon as possible, but in no case more than **seven (7) business days** of receipt of proposed alterations. If Landlord gives its consent to the making of alterations by Tenant, all

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such work shall be done in accordance with such requirements and upon such conditions as Landlord, in its reasonable discretion, may impose. Any review or approval by Landlord of any plans or specifications with respect to any alteration is solely for Landlord's benefit, and without any representation or warranty whatsoever to Tenant with respect to the adequacy, correctness or efficiency thereof or otherwise. Any non-structural alteration involving less than \$20,000 in expense, shall not require Landlord's consent.

6.4 Tenant's Property. All movable partitions, other business and trade fixtures, furnishings, furniture, machinery and equipment, communications equipment, and other personal property located in the Premises acquired by or for the account of Tenant, without expense to Landlord, which can be removed without damage to the Building (collectively sometimes hereinafter called "**Tenant's Property**"), shall be and shall remain the property of Tenant and, except as otherwise prohibited by this Lease, may be removed by it at any time during the Term; provided that, if any of Tenant's Property is removed, Tenant shall pay the cost of repairing any damage to the Premises or to the Building resulting from such removal.

Section 7. Allocation for Responsibilities for Services, Repairs and Maintenance of the Premises.

7.1 Maintenance of the Premises. Tenant shall keep the Premises, including the Leasehold Improvements and Tenant's Property, neat, clean, and in good order and condition, with ordinary wear and tear acceptable. Tenant's responsibilities for maintaining the Premises are detailed in the attached **Exhibit H**. Tenant shall not commit or allow any waste or damage to be committed on any portion of the Premises or the Building. Tenant is solely responsible for cleaning, disinfecting and sanitizing the Premises with regard to any potential infection from or contamination of the Premises related to COVID-19 or any other infectious disease.

7.2 Building Services.

7.2.1 Landlord shall furnish water and sewer as determined by Landlord to be standard for the operation of the Building and Property.

7.2.2 Tenant shall promptly pay all charges for utilities and other services furnished to the Premises by the applicable utility company, including, but not limited to gas, water, electricity, cable tv, internet, telecommunications, telephone, fuel, (collectively the, "**Utilities**"), and Tenant shall promptly pay all charges for garbage collection services and for all other sanitary services rendered to the Premises or used by Tenant in connection herewith.

7.3 Repairs and Maintenance. Except for Tenant's responsibilities as shown on **Exhibit H**, and maintaining Tenant's personal property or as otherwise set forth in this Lease, Landlord is responsible at its sole cost and expense for all repairs and maintenance of the Premises, Building and Property as detailed in **Exhibit H**. In particular, Landlord is responsible for the following:

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7.3.1 HVAC Systems. The replacement, repair and maintenance of the heating, ventilating and air conditioning systems, equipment, air filters and fixtures shall be undertaken pursuant to an HVAC service contract entered into by Landlord at Landlord's sole cost and expense.

7.3.2 Roof and External Structures of the Building. Landlord shall, at Landlord's sole cost and expense, repair, replace and maintain the roof and the external and structural parts of the Building (including foundation, underground plumbing, and sewer) and shall perform such repairs, replacements and maintenance with reasonable dispatch, in a good and workmanlike manner. Landlord shall keep and maintain the common area of the Building and Property in good order and repair. Landlord's duty to maintain the common area or any portion of the Premises expressly does not include the responsibility to clean, disinfect or sanitize to prevent COVID-19 or any other infectious disease or the infection of Tenant's employees, officers, agents or invitees.

7.4 Notice. Tenant shall give Landlord prompt written notice, as provided for in this Lease, of any damage to or defective condition in any part or appurtenance of the Premises, the Leasehold Improvements, Tenant's Property, or the Building including mechanical, electrical, plumbing, heating, ventilating, air conditioning and other equipment facilities and systems located within or serving the Building, (hereinafter the "**Building Systems**").

7.5 Damage Caused by Tenant, Tenant's agents, employees, invitees or visitors. Tenant shall, at Tenant's cost and expense, repair or replace any damage or injury done to the Building or the Premises caused by Tenant or by Tenant's agents, employees, invitees or visitors. If Tenant fails to make such repairs or replacements promptly, or within **fifteen (15)** days of occurrence, Landlord may, at its option, make such repairs or replacement and Tenant shall repay the cost thereof to Landlord upon demand and by providing reasonable evidence that the damage was due to the Tenant's agents, employees, invitees or visitors.

7.6 Landlord's Limitation of Liability. Except as provided herein, Landlord shall have no liability to Tenant, nor shall Tenant's covenants and obligations under this Lease be reduced or abated in any manner whatsoever by reason of any inconvenience, annoyance, interruption or injury to business arising from Landlord's undertaking any repairs or changes which Landlord is required or permitted by this Lease, or by any other tenant's lease or required by law to make in or to any portion of the Premises, the Building or the Building Systems. Landlord shall nevertheless use its best efforts to minimize any interference with Tenant's business in the Premises.

Section 8. Insurance.

8.1 Landlord's Insurance. Landlord's insurance for the Building and the Property shall include any insurance carried by Landlord insuring the Building and all other improvements on the Property constructed by Landlord, against fire and such other perils as are normally covered by extended coverage endorsements in the county where the Building is

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located in an amount equal to the insurable value of such improvements, together with insurance against such other risks (including flood, loss of business, etc.) and such other coverages as Landlord, in its reasonable discretion, and/or Landlord's lender, deems appropriate for similarly located centers and in such amounts as Landlord deems appropriate, including the amount of any deductible absorbed by Landlord pursuant to the terms of any Landlord insurance (hereinafter the "**Landlord's Insurance**")

8.2 Tenant's Insurance. Tenant 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 Lease. 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 at the levels outlined below

Class of Insurance	Required Amount
Commercial General Liability (Landlord to be named as additional insured)	\$1,000,000 per occurrence and \$2,000,000 aggregate
Commercial Automotive Liability	\$ 500,000 - "Any Auto Basis"
Worker's Compensation/Employer's Liability	\$ 500,000
Bodily Injury by Accident (each accident)	\$ 500,000
Bodily Injury by Disease (Policy limit)	\$ 500,000
Bodily Injury by Disease (each employee)	\$ 500,000
Professional Liability	\$1,000,000

8.3 Tenant's Property. 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). Tenant shall at Tenant's expense obtain and maintain insurance on Tenant's Property and any Leasehold Improvements and non-standard building improvements within the Premises.

8.4 Landlord Limitation of Liability. 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.

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8.5 Subrogation. Neither party shall be liable to the other party or to any insurance company insuring the other party (by way of subrogation or otherwise) for any loss or damage to any property, or losses under workmen's compensation laws and benefits, even though such loss or damage may have been occasioned by the negligence of such party, its agents or employees, provided that such loss or damage is insured against under the terms of insurance policies referred to elsewhere in this Lease.

Section 9. Liens.

9.1 Indemnification for Liens. Tenant shall defend, indemnify and save harmless Landlord from and against any and all mechanics' and other liens and encumbrances filed by any person claiming through or under Tenant, including security interests in any materials, fixtures, equipment or any other improvements or appurtenances installed in and constituting part of the Premises and against all costs, expenses and liabilities (including reasonable attorneys' fees) incurred in connection with any such lien or encumbrance or any action or proceeding brought thereon. Tenant at its expense shall procure the satisfaction or discharge of record of all such liens and encumbrances within **twenty (20) days** after the filing thereof. Pursuant to the provisions of Section 713.10, Florida Statutes, under no circumstances shall the interest of Landlord in and to the Property, Building or Premises be subject to liens for improvements made by Tenant or subject to any mechanic's, laborer's or materialman's lien or any other lien or charge on account of or arising from any contract or obligations of Tenant. A Memorandum of Lease or other notice may be recorded by the Landlord at its sole cost and expense within the public records providing notice under Section 713.10, Florida Statutes (2024) or its successor provision. The approved form of Memorandum of Lease is attached as **Exhibit E**.

9.2 Tenant's Responsibilities. Tenant will not knowingly permit or suffer any lien attributable to Tenant or its agents or employees to attach to the 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 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 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.

9.3 Landlord's Responsibilities. Landlord will not knowingly permit or suffer any lien attributable to Landlord or its agents or employees to attach to the Premises or the Building and nothing contained herein shall be deemed to imply any agreement of Tenant to subject Tenant's interest or estate to any mechanics' lien or any other lien. If any mechanics' lien is filed against the Premises or the Building as a result of additions, alterations, repairs,

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installations or improvements made or claimed to have been made by Landlord or anyone holding any part of the Building or Property through or under Landlord, or any other work or act of any of the foregoing, Landlord shall discharge the same within **twenty (20) days** from the filing thereof. If Landlord fails to so discharge by payment, bond or court order any such mechanics' lien, Tenant, at its option, in addition to all other rights or remedies herein provided, may bond said lien or claim (or payoff said lien or claim if it cannot be bonded) for the account of Landlord without inquiring into the validity thereof, and all sums so advanced by Tenant shall be paid by Landlord to Tenant. Any notice of commencement which is related to Landlord's Work pursuant to **Exhibit F** is specifically excluded from the terms of this subsection 9.3.

Section 10. Destruction or Damage.

10.1 Landlord's Requirement to Repair. If the Premises are damaged or destroyed by fire or other casualty, and this Lease is not terminated as provided below, Landlord shall repair the damage and restore or rebuild the Premises (as the case may be), at its expense, with reasonable dispatch after notice to it of the damage or destruction, to the extent that insurance proceeds are available for such repair, restoration or rebuilding; provided, however, that Landlord shall not be required to repair or replace any of Tenant's Property, or any alteration of Leasehold Improvements made by Tenant, excepting agreed upon alterations on **Exhibit F**, or nonstandard Premise improvements made by Landlord.

10.2 Abatement of Rent. If the Premises are damaged or destroyed by fire or other casualty, the Rent shall equitably abate by percentage of damaged area. If the parties cannot agree on the percentage of the damaged area, then the parties agree to engage a third-party (i.e., inspector or engineer) agreed upon by both the Landlord and the Tenant to determine the percentage of damaged area. The cost of such assessment shall be borne equally by the parties and Tenant agrees to reimburse Landlord for its fifty percent as payment as Additional Rent. To the extent that the Premises are rendered untenantable, Rent shall be abated for the period from the date of such damage or destruction to the date the damage is repaired or restored. Rent is not abated if Landlord can provide satisfactory evidence to Tenant that the Premises are damaged or destroyed by fire or other casualty caused by Tenant's negligence.

10.3 Right to Termination. If the Premises are substantially damaged or destroyed by fire or other casualty, Landlord may terminate this Lease by notice to Tenant within **ninety (90) days** after the date of the casualty, and this Lease shall terminate upon the **thirtieth (30th) day** after such notice, by which date Tenant shall vacate and surrender the Premises to Landlord. The Rent shall be prorated to the date of the casualty. The Premises shall be deemed substantially damaged or destroyed if (i) the amount of the damage is more than **twenty percent (20%)** of the replacement value of the Premises immediately prior to the casualty or (ii) restoration is not possible in accordance with Landlord's reasonable estimate within **one hundred fifty (150) days** following the date the damage occurred. If, by reason of such casualty, the Premises are rendered untenantable in some material portion, and the amount of time required to repair the damage is reasonably determined by Landlord to be in excess of **one hundred fifty (150) days** from the date of such casualty, then Tenant shall have the right to terminate this Lease without

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being in default and without penalty, unless such casualty or damage was caused by Tenant's negligence and Landlord can provide satisfactory evidence to Tenant, by giving Landlord written notice of termination within **thirty (30) days** after the date Landlord delivers Tenant notice that the amount of time required to repair the damage has been determined by Landlord to be in excess of **one hundred fifty (150) days**.

10.4 Landlord's Limitation of Liability. No damages, compensation or claim shall be payable by Landlord for any casualty, or any inconvenience, loss of business or annoyance arising from any repair or restoration of any portion of the Premises or of the Building pursuant to this Section. Landlord shall use its best efforts to make such repair or restoration promptly and in such manner as will not unreasonably interfere with Tenant's use and occupancy of the Premises.

Section 11. Surrender of the Premises.

11.1 Surrender. Tenant shall surrender the Premises to the Landlord in the same condition as of the Rent Commencement Date, excluding normal wear and tear. Tenant is not responsible for restoring any alterations made to the Premises if such alterations were made with Landlord's prior approval as required per Section 6.3 above. Tenant is required to remove the concrete pad and associated structures located within the secure parking area and restore the pavement in that area prior to lease termination.

11.2 Tenant's Property. If Tenant abandons or surrenders the Premises, or is dispossessed by process of law, or otherwise, any of Tenant's Property (except money, securities and other like valuables) left on the Premises shall be deemed abandoned; and title thereto shall automatically pass to Landlord under this Lease as by a bill of sale. Thereafter, Landlord may in its sole and absolute discretion choose to remove, store or otherwise dispose of such property in any manner it may deem commercially reasonable. However, the proceeds from the disposition of such property shall be applied against the balance of any sums owed to Landlord by Tenant and against the costs of the removal or disposition.

Section 12. Holding Over. In the event Tenant remains in possession of the Premises after the expiration of the Lease (and all applicable extensions) and without Landlord's written consent it shall be deemed to be occupying the Premises as a tenant from month to month and Rent shall increase to the Rent due at the time of the expiration of this Lease plus **one hundred percent (100%)** of such amount, and otherwise subject to all the conditions, provisions and obligations of this Lease insofar as the same are applicable to a month to month tenancy. Landlord will not charge holdover to Tenant provided Tenant and Landlord are actively in negotiations for a new lease and are working in good faith and such negotiations produce an executed lease acceptable to both Parties.

Section 13. Assignment and Subletting.

13.1 Prior Written Consent. Tenant shall not assign, mortgage or encumber this Lease, nor sublet, suffer or permit the Premises or any part thereof to be used by others, without the prior written consent of Landlord in each instance, which consent Landlord will not unreasonably withhold, conditioned or delayed. If this Lease is assigned, or if the Premises or any part thereof are sublet or occupied by anyone other than Tenant without Landlord's prior written consent, such purported assignment or subletting shall be null and void; however, Landlord may collect rent from the assignee, subtenant or occupant, and apply the net amount collected to the Rent, and no such assignment, subletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, subtenant or occupant as tenant, or a release of Tenant from the further performance of its covenants herein contained. The consent by Landlord to an assignment or subletting shall not be construed to relieve Tenant from obtaining Landlord's written consent to any further assignment or subletting. For the avoidance of doubt, it is not considered an assignment if the Tenant allows another Orange County agency or Orange County Constitutional Office to occupy the Premises so long as the use is consistent with the Permitted Use as allowed per the Lease.

13.2 Prohibited Assignment. For the purpose of this Lease, an "assignment" prohibited by this section shall be deemed to include the following: if Tenant is a partnership, a withdrawal or change (voluntary, involuntary, by operation of law or otherwise) of any of the partners thereof, or the dissolution of the partnership; or, if Tenant consists of more than one person, a purported assignment, transfer, mortgage or encumbrance (voluntary, involuntary, by operation of law or otherwise) from one thereof unto the other or others thereof; or, if Tenant is a corporation, any dissolution, merger, consolidation or other reorganization of Tenant, or any change in the ownership (voluntary, involuntary, by operation of law, creation of new stock or otherwise) of 50 percent or more of its capital stock from the ownership existing on the date of execution hereof; or, the sale of fifty percent (50%) or more of the value of the assets of Tenant.

13.3 Liability of Primary Tenant. No assignment or subletting shall affect the continuing primary liability of Tenant (which, following assignment, shall be joint and several with the assignee), and Tenant shall not be released from performing any of the terms, covenants and conditions of this Lease.

Section 14. Subordination and Attornment.

14.1 Subordination. This Lease and all rights of Tenant hereunder shall be subordinate to all mortgages (referred to as the "mortgages") which may now or hereafter affect the Building or Property. The foregoing provision shall be self-operative and no further instruments of subordination shall be required. In confirmation of such subordination, Tenant shall promptly, within **ten (10)** days whenever possible, however in no event later than **fifteen (15)** days execute, acknowledge and deliver any instrument that Landlord, or the holder of any mortgage or any of their respective assigns or successors in interest may reasonably request to evidence such subordination. Landlord shall provide Tenant with written notice of this request per the Notice provision set forth below.

14.2 Attornment. If any mortgagee (or any purchaser at a foreclosure sale) succeeds to the rights of Landlord under this Lease, whether through foreclosure action or delivery of a deed, (a “**Successor Landlord**”) Tenant shall attorn to and recognize such Successor Landlord as Tenant's landlord under this Lease and shall promptly execute and deliver any instrument that such Successor Landlord may reasonably request to evidence such attornment. Landlord shall use its best efforts to obtain from each mortgagee an agreement that if as a result of the exercise of their rights they acquire Landlord's interest in and to the Premises, then as Successor Landlord they shall recognize the validity and continuance of this Lease and shall not disturb Tenant's possession of the Premises so long as Tenant shall not be in default of this Lease, except that Successor Landlord shall in no event: (i) be liable for any previous act or omission of a prior landlord under this Lease; (ii) be subject to any offset for a claim arising prior to its succession to the rights of Landlord under this Lease; or, (iii) be bound by any modification of this Lease or by any prepayment of more than one six and ½ month's Rent, unless such modification or prepayment shall have been expressly approved by the Successor Landlord. Landlord shall provide Tenant with notice as set forth herein of the contact information for Successor Landlord as well as a new W-9 and Affidavit (if applicable) for Successor Landlord. Without the W-9 and Affidavit (if applicable), Tenant cannot pay Rent to Successor Landlord. Failure of Successor Landlord to timely provide the W-9 and Affidavit (if applicable), will result in a delay in the payment of Rent by Tenant, but any such delay will not cause Tenant to be considered in default nor does it give rise to any late charges or penalties if Rent is not paid on time.

Section 15. Estoppel Certificate by Tenant.

15.1 Request for Certificate. Tenant shall from time to time upon request by Landlord deliver to Landlord a statement in writing, within **ten (10)** days whenever possible, however in no event later than **fifteen (15)** days of Landlord's request, certifying: (i) that this Lease is unmodified and in full force and effect (or if there have been modifications, identifying such modifications and certifying that the Lease, as modified, is in full force and effect); (ii) the dates to which the Rent has been paid; (iii) that Landlord is not in default under any provision of this Lease (or if Landlord is in default, specifying each such default); and, (iv) the address to which notices to Tenant shall be sent; it being understood that any such statement so delivered may be relied upon in connection with any lease, mortgage or transfer of the Building.

15.2 Failure to Sign Certificate. Tenant's failure to deliver such statement within **fifteen (15)** days shall be conclusive upon Tenant that: (i) this Lease is in full force and effect and not modified except as Landlord may represent; (ii) not more than six and ½ month's Rent has been paid in advance; (iii) there are no such defaults; and, (iv) notices to Tenant shall be sent to Tenant's Mailing Address as set forth in this Lease.

Section 16. Transfer of Landlord's Interest in Property. Landlord may assign, in whole or in part, its rights and obligations under this Lease and its rights and obligations in and to the Property. The term “Landlord” as used in this Lease, so far as covenants or agreements on the part of Landlord are concerned, shall be limited to mean and include only the owner or owners of Landlord's interest in this Lease at the time in question. Upon any transfer or transfers of such

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interest, Landlord herein named (and in case of any subsequent transfer, the then transferor) shall thereafter be relieved of all liability for the performance of any subsequent covenants or agreements on the part of Landlord contained in this Lease. Landlord, Tenant and the Assignee shall execute an Assignment and Assumption of Lease, and the Assignee shall provide Tenant with a W-9 and Affidavit (if applicable). Without the W-9 and Affidavit (if applicable), Tenant cannot pay Rent to the Assignee. Failure of Assignee to timely provide the W-9 and Affidavit (if applicable), will not cause Tenant to be considered in default nor does it give rise to any late charges if Rent is not paid on time.

Section 17. Brokerage Fees. It is acknowledged, by Tenant's execution of the lease, that J. Wallace and Associates in this lease transaction is the single agent of and receives its compensation from the Landlord, Tenant has no obligation for the payment of any brokerage fees. Also acknowledged is that J. Wallace Henderson is President of J. Wallace and Associates, Inc. which is the Landlord's Property Manager and general contractor and he is also a partner in the Landlord. Tenant warrants and represents to Landlord that it is not represented in this lease transaction by a broker such that Landlord would incur the obligation for the payment of any brokerage fees due and owing under this Section on behalf of Tenant.

Section 18. Default and Remedies.

18.1 Tenant's Events of Default. The following shall all be considered events of default under this Lease:

18.1.2 Failure to Pay Rent. Tenant defaults in payment of the Rent for a period of **five (5)** days after any payment of the Rent shall become due and payable.

18.1.3 Failure to Perform. Tenant defaults in the performance of any other term, covenant, condition or obligation of Tenant under this Lease and fails to cure, such default within a period of **fifteen (15)** days after notice from Landlord specifying such default, provided, however, that if the nature of Tenant's default is such that more than **fifteen (15)** days are required to cure such default, then Tenant shall not be deemed to be in default if it shall commence such cure within such **fifteen (15)** day period and thereafter diligently prosecute the same to completion.

18.1.4 Abandon or Vacate Premises. Tenant abandons or vacates any portion of the Premises, or if the Premises or a substantial part thereof remain unoccupied for a period of **thirty (30)** days or more

18.1.5 Transfer or Assignment. Tenant makes any transfer, assignment, conveyance, sale, pledge or disposition of all or a substantial portion of Tenant's Property or removes a substantial portion of Tenant's Property from the Premises.

18.1.6 Bankruptcy. If Tenant shall file a voluntary petition pursuant to the Bankruptcy Code or any successor thereto, or take the benefit of any insolvency act, or be

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dissolved, or if an involuntary petition be filed against Tenant pursuant to the Bankruptcy Code or any successor thereto, or if a receiver shall be appointed for its business or its assets and the appointment of such receiver is not vacated within 30 days after such appointment, or if it shall make an assignment for the benefit of its creditors, then and forthwith thereafter Landlord shall have all of the rights provided above in the event of nonpayment of the Rent.

18.1.7 Other. If Tenant is a corporation which is not validly existing and in good standing, or if Tenant is a partnership which is dissolved or liquidated; or, if Tenant's interest herein is sold under execution.

18.2 Landlord's Remedies. Upon any such event of non-monetary default by Tenant that is not cured within **thirty (30)** days of default, Landlord may without prejudice to its other rights hereunder, do any one or more of the following: (i) terminate this Lease and re-enter and take possession of the Premises; (ii) recover possession of the Premises (with or without terminating this Lease, at Landlord's option) in the manner prescribed by any statute relating to summary process; (iii) Landlord may relet the Premises as Landlord may see fit without thereby avoiding or terminating this Lease, and for the purpose of such reletting, Landlord is authorized to make such repairs to the Premises as may be necessary in the sole discretion of Landlord for the purpose of such reletting, and if a sufficient sum is not realized from such reletting (after payment of all costs and expenses of such repairs and the expense of such reletting and the collection of rent accruing there from) each month to equal the Rent, then Tenant shall pay such deficiency each month upon demand therefore; and (iv) Landlord may declare immediately due and payable all the remaining installments of the Rent and such amount, less the fair rental value of the Premises for the remainder of the Term, shall be construed as liquidated damages and shall constitute a debt provable in bankruptcy or receivership. In computing such liquidated damages, there shall be added to such deficiency any reasonable expenses as Landlord may incur in connection with reletting, such as court costs, attorneys' fees and disbursements, brokerage fees, and for putting and keeping the Premises in good order or for preparing the Premises for reletting. The failure of Landlord to relet the Premises or any part thereof after recovery of possession shall not release or affect Tenant's liability for damages. Landlord shall in no event be liable in any way whatsoever for failure to relet the Premises, or in the event that the Premises are relet, for failure to collect the Rent under such reletting. All of the damages which are specified in this Lease are in addition to all other damages and costs to which Landlord may be entitled under the laws of the State of Florida.

18.3 No Waiver. After default, the acceptance of the Rent (or any portion thereof) or failure to re-enter by Landlord shall not be held to be a waiver of its rights to terminate this Lease, and Landlord may re-enter and take possession of the Premises as if no Rent had been accepted after such default. All of the remedies given to Landlord in this Lease in the event of default by Tenant are in addition to all other rights or remedies to which Landlord may be entitled under the laws of the State of Florida; all such remedies shall be deemed cumulative and the election of one shall not be deemed a waiver of any other or further rights or remedies.

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18.4 Landlord's Events of Default. Landlord shall not be deemed to be in default in the performance of any obligation required to be performed by Landlord hereunder unless and until it has failed to perform such obligation within thirty (30) days after receipt of written notice thereof from Tenant to Landlord; provided, however, that if the nature of Landlord's obligations is such that more than thirty (30) days are required for its performance, then Landlord shall not be deemed to be in default if it shall commence such performance within such 30-day period and thereafter diligently prosecutes the same to completion.

18.5 Waiver. The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the obligations of this Lease, or to exercise any election herein contained, shall not be construed as a waiver or relinquishment for the future of the performance of such one or more obligations of this Lease or of the right to exercise such.

18.6 Attorney's Fees. In the event either party requires the services of an attorney in connection with enforcing or interpreting the terms of this Lease, or in the event suit is brought for the recovery of any Rents due under this Lease, for the breach of any covenant or condition of this Lease or for the repossession of the Premises to Landlord and/or eviction of Tenant, the party prevailing in such legal action shall be entitled to an award of all legal costs and expenses, including a reasonable sum for attorney's fees and including fees and costs on appeal.

18.7 Governing Law. This Agreement shall be governed by, construed, and enforced under the internal laws of the State of Florida without giving effect to the rules and principles governing the conflicts of laws.

18.8 Venue and Jurisdiction. Venue for any action, suit, or proceeding brought to recover any sum due under, or to enforce compliance with, this Agreement shall lie in the court of competent jurisdiction in and for Orange County, Florida; each party hereby specifically consents to the exclusive personal jurisdiction and exclusive venue of such court. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions shall be in the Orlando Division of the U.S. Middle District of Florida. THE PARTIES HERETO WAIVE A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN THEM OR THEIR SUCCESSORS UNDER OR CONNECTED WITH THIS AGREEMENT OR ANY OF ITS PROVISIONS AND ANY NEGOTIATIONS IN CONNECTION HEREWITH.

18.9 Sovereign Immunity. Notwithstanding anything to the contrary herein, nothing contained in this Agreement shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. Further, the foregoing shall not constitute an agreement by the County to assume any liability of any kind for the acts, omissions, and/or negligence of the Landlord, their successors, assigns, heirs, grantees, representatives, invitees, permittees, contractors, agents, or other representatives, or any liability related to the Premises or the Property.

18.10 Limitation of Landlord's Liability

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18.10.1 Tenant shall be limited for the satisfaction of any money judgment against Landlord solely to Landlord's interest in the Building or any proceeds arising from the sale thereof and no other property or assets of Landlord or the individual partners, directors, officers, or shareholders of Landlord shall be subject to levy, execution or other enforcement procedure whatsoever for the satisfaction of said money judgment.

18.10.2 Landlord's obligations hereunder shall be binding upon Landlord only for the period of time that Landlord is in ownership of the Building; and, upon termination of that ownership, Tenant, except as to any obligations which have then matured, shall look solely to Landlord's successor in interest in the Building for the satisfaction of each and every obligation of Landlord hereunder.

Section 19. Force Majeure. If Landlord or Tenant shall be delayed or prevented from the performance of any act required hereunder (excluding, however, the payment of money) by reason of acts of God, strikes, lockouts, labor troubles, pandemics, inability to procure materials,, acts of terrorism, cyber-attacks, plagues, epidemics, outbreak of a communicable disease leading to extraordinary restrictions, including quarantine, respect of governmental laws or regulations, or by reason of any order or direct of any legislative, administrative or judicial body, or any government department, or by reason of not being able to obtain any licenses, permissions or authorities required therefor, or other causes without fault or beyond the reasonable control of Landlord, or Tenant performance of such acts by Landlord or Tenant shall be excused for the period of the delay and the period of the performance of any such acts shall be extended for a period equivalent to the period of such delay. Such delays are sometimes referred to in this Lease as "**Force Majeure.**"

Section 20. Eminent Domain.

20.1 General. If the whole of the Premises is lawfully taken by condemnation or any other manner for any public or quasi-public purpose, this Lease shall terminate as of the date of vesting of title in such condemning authority (which date is hereinafter also referred to as the "date of taking"), and the Rent shall be prorated to such date.

20.2 Process. If any part of the Premises is so taken, this Lease shall be unaffected by such taking, except that (i) Landlord may terminate this Lease by notice to Tenant within **ninety (90) days** after the date of taking, and (ii) if twenty percent (20%) or more of the Premises shall be taken and the remaining area of the Premises shall not be reasonably sufficient for Tenant to continue operation of its business, Tenant may terminate this Lease by notice to the Landlord within **ninety (90) days** after the date of taking. This Lease shall terminate on the **thirtieth (30th) day** after such notice, by which date Tenant shall vacate and surrender the Premises to Landlord. The Rent shall be prorated to such date as Tenant is required to vacate the Premises by reason of the taking. If this Lease continues in force upon such partial taking, the Rent shall be equitably adjusted according to the rentable area of the Premises remaining.

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20.3 Proceeds. In the event of any taking, all of the proceeds of any award, judgment or settlement payable by the condemning authority shall be and remain the sole and exclusive property of Landlord, and Tenant hereby assigns all of its right, title and interest in and to any such award, judgment or settlement to Landlord. Tenant, however, shall have the right, to the extent that the same shall not reduce or prejudice Landlord's award, to claim from the condemning authority, but not from Landlord, such compensation as may be recoverable by Tenant in its own right for moving expenses and damage to Tenant's Property.

Section 21. Notice. All notices required or permitted to be given under this Lease ("Notice") shall be in writing and shall be given or made to the respective party at the address or set forth below by (i) personal service; (ii) mailing by registered or certified mail, return receipt requested, postage prepaid; or (iii) reputable courier that provides written evidence of delivery. Either party may change its address for Notice by a Notice sent to the other in accordance with this Section. Each Notice shall be deemed given or made upon receipt or refusal to receive, except Notices sent on a non-business day or after 5:00 p.m. on a business day shall not be deemed delivered until the next business day.

As to Landlord:	with a copy to:
Pyramid Properties III, LLP, a Florida limited liability partnership Attn: J. Wallace Henderson <u>Physical Address:</u> 4800 North Orange Blossom Trail Orlando, Florida 32810 <u>Mailing Address:</u> P.O. Box 941242 Maitland, Florida 32794-1242 Email: Whend98@aol.com ; and Stuart@jwallaceassociates.com	Pyramid Properties III, LLP, a Florida limited liability partnership Attn: J. Wallace Henderson <u>Physical Address:</u> 4800 North Orange Blossom Trail Orlando, Florida 32810 <u>Mailing Address:</u> P.O. Box 941242 Maitland, Florida 32794-1242 Email: Whend98@aol.com ; and Stuart@jwallaceassociates.com
As to County:	with a copy to:
Orange County, Florida Real Estate Management Division Attn: Manager <u>Physical Address:</u> 400 E. South St., 5 th Floor Orlando, Florida 32801 <u>Mailing Address:</u>	Orange County, Florida County Attorney's Office Attn: County Attorney <u>Physical Address:</u> 201 S. Rosalind Ave., 3 rd Floor Orlando, Florida 32801 <u>Mailing Address:</u>

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P.O. Box 1393 Orlando, Florida 32802-1393 Email: leasing@ocfl.net	P.O. Box 1393 Orlando, Florida 32802-1393
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Section 22. Delegation of Authority.

22.1 Landlord. J. Wallace Henderson, Managing Partner of Landlord, is hereby authorized, on behalf of the Landlord to furnish any notice required or allowed under, sign a commencement date and lease termination certificate, memorandum of lease, sign estoppel certificates, subordinations, assignments, sign renewals/extensions and to sign amendments to this Lease.

22.2 Tenant. The Manager of the Orange County Real Estate Management Division is hereby authorized, on behalf of the County, to furnish any notice required or allowed under, sign a commencement date and lease termination certificate, memorandum of lease, sign estoppel certificates, subordinations, assignments, sign renewals/extensions and to sign amendments to this Lease. In the event Tenant's signature is required on any permit to effectuate the Tenant Improvements described in this Lease, the Manager of the Orange County Facilities Management Division is hereby authorized to sign said permits.

Section 23. Use of the Premises, Rules and Regulations, Observance of Laws, and Statutory Disclosures.

23.1 Use of the Premises. Tenant shall use the Premises only for the Permitted Use and all other uses or purposes are strictly prohibited. Tenant shall not at any time use or occupy, or suffer or permit anyone to use or occupy, the Premises or do or permit anything to be done in the Premises which: (i) causes or is liable to cause injury to persons, to the Building or its equipment, facilities or systems; (ii) impairs or tends to impair the character, reputation or appearance of the Building; (iii) impairs or tends to impair the proper and economic maintenance, operation and repair of the Building or its equipment, facilities or systems; (iv) increases the rate of fire, liability or other insurance coverage for the Property; or (v) creates noise, odors, vibrations or otherwise annoys or inconveniences or tends to annoy or inconvenience other tenants or occupants of the Building as determined by Landlord. During the term of this Lease, the Tenant is permitted to house its vehicles onsite as part of its operational needs. This includes parking vehicles inside the Premises as necessary for tool inventory and other related activities, specifically within the proposed carpenter shop. The Tenant shall house a generator onsite to power critical components within the Premises. The generator shall be installed and maintained in compliance with all applicable laws, regulations, and safety standards. The Tenant may store and operate propane-powered forklifts as needed inside the warehouse. All storage and operation of the forklift including propane tanks shall adhere to applicable safety and environmental regulations. The Tenant shall also store a battery-powered scissor lift inside the Premises, ensuring its use and storage comply with all applicable safety standards.

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23.2 Rules and Regulations. Tenant shall comply with any rules and regulations as Landlord may from time to time make; provided, however, in no event shall such rules or regulations contradict or abrogate any right or privilege herein expressly granted to Tenant in this Lease. Landlord shall not be responsible for the violation by anyone of any of said rules and regulations, unless due to the gross negligence of Landlord or its agents/vendors. The current Rules and Regulations are attached hereto as **Exhibit D.**

23.2.1 Signage. Any business names, “tag lines,” generic trade nomenclature, lighted signage, logos, flags, banners, antennas, satellite dishes, awnings, etc. placed on or near the exterior of the Premises or erected within the interior of the Premises that are visible from the exterior of the Building or Property are expressly prohibited. No other signage shall be displayed on or near the Premises or on interior/exterior walls or doors thereof except tenant identification sign as required by this Lease and as shown on **Exhibit G** or as expressly approved by Landlord. All such signage will conform in size, style and colors of letters, background and construction as that existing on the Building or specified on **Exhibit G.** Tenant shall pay and otherwise be responsible for costs incurred in the aforesaid installation, including labor incidental thereto. Tenant is not obligated to install signage.

23.2.2 Parking. Parking will be provided to the Tenant, its employees, customers and visitors on a nonexclusive, unallocated, unreserved basis in the designated parking areas of the Building adjacent to the Premises as shown on **Exhibit C, Figure 3** (the “**Common Area Parking**”). Tenant shall have exclusive use of the designated parking behind the Building adjacent to the Premises in the area shown on **Exhibit C, Figure 3** (the “**Secured Parking**”). Tenant shall have the right to store vehicles overnight in the Secured Parking. Furthermore, Tenant shall have the right to install a secure fence and gate system on the perimeter of the Secured Parking. Tenant shall have access to the parking areas twenty-four hours a day, seven days a week. Maintenance and operation of the security gate and fencing shall be Tenant’s responsibility. The Landlord shall have the right to reasonably restrict the number and location of trucks/tractor trailers being parked or unloaded within any common areas for the overall benefit of the Building. It is agreed that it is not the intent of this Lease to provide unrestricted parking for automobiles or trucks/tractor trailers. At no time shall the parking of automobiles, trucks/tractor trailers and/or other vehicles be permitted in the fire lanes, loading areas, or other designated “no parking” areas of the common areas within the Project.

23.3 Observance of Law

23.3.1 Tenant Responsibilities. Tenant shall comply with all provisions of law, including federal, state, county and city laws, ordinances and regulations, building codes and any other governmental, quasi-governmental or municipal regulations which relate to the partitioning, equipment operation, alteration, occupancy and use of the Premises, and to the making of any repairs, replacements, additions, changes, substitutions or improvements of or to the Premises. Moreover, Tenant shall comply with all police, fire and sanitary regulations imposed by any federal, state, county or municipal authority, or made by insurance underwriters, and shall observe and obey all other requirements governing the conduct of any business conducted in the Premises.

23.3.2 Landlord's Responsibilities. Notwithstanding the foregoing, it shall be Landlord's responsibility to comply with all provisions of law, including federal, state, county and city laws, ordinances and regulations, building codes, and any other governmental, quasi-governmental or municipal regulations which relate to the Building insofar as they may require structural changes in the Building, provided nevertheless, that such changes shall be the responsibility of Tenant if they are changes required by reason of a condition which has been created by or at the instance of Tenant, or are required by reason of a default by Tenant hereunder. Landlord shall have the responsibility to comply with building codes and laws as it relates to the construction of tenant improvements, including any costs associated with The Americans With Disabilities Act of 1990 ("ADA"). Tenant will not be responsible for such compliance unless caused by Tenant's changes to the Premises which are **NOT** part of Landlord's responsibilities as detailed in **Exhibit H** or set forth in Section 7.3.

23.4 Statutory Disclosures

23.4.1 Radon Gas. The following disclosure is included in accordance with Florida law: 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.

23.4.2 Hazardous Substances. Tenant represents and warrants to Landlord that the activities Tenant will conduct on the Premises pose no hazard to human health or the environment, nor do they violate any applicable federal, state or local laws, ordinances, rules or regulations pertaining to Hazardous Materials (to be hereinafter defined) or industrial hygiene or environmental conditions ("Environmental Laws"). Tenant shall not cause or permit the Premises to be used for the generation, handling, storage, transportation, disposal or release of any Hazardous Materials except as exempted or permitted under applicable Environmental Laws; and Tenant shall not cause or permit the Premises, or any activities conducted thereon to be in violation of any applicable Environmental Laws. Tenant shall acquire and maintain all permits, approvals, licenses and the like required by Environmental Laws for Tenant's activities on the Premises; and Tenant shall keep those permits, approvals, licenses and the like current,

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and shall comply with all regulations, rules and restrictions relating thereto. Tenant agrees to indemnify Landlord and hold the Landlord harmless from all claims, losses, damages, liabilities, fines, penalties and charges and all costs and expense incurred in connection therewith (including attorneys' fees and litigation expenses), directly or indirectly resulting in whole or in part from Tenant's violation of any Environmental Laws applicable to the Premises or to any activity conducted thereon, or from any use, generation, handling, storage, transportation, disposal or release of Hazardous Materials at or in connection with the Premises, or any clean up or other remedial measures required with respect to the Premises under any Environmental Laws. Tenant shall reimburse Landlord immediately upon demand for all sums paid and costs incurred by Landlord with respect to the foregoing matters. This indemnity shall survive the full performance and expiration of this Lease and shall inure to the benefit of any transferee of title to the Land. For purposes of this Lease, the term "Hazardous Material" shall include any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic substances," "contaminants," "regulated substances," or any other pollution under any applicable federal, state or local laws, ordinances, rules or regulations now or hereafter in effect. To the best of Landlord's knowledge, Landlord represents and warrants that the Premises is free from hazardous materials.

Section 24. Miscellaneous.

24.1 Amendment. This Agreement may not be amended or modified except by a written agreement executed by the parties or their respective successors and assigns having authority at the time of amendment or modification.

24.2 Binding Effect. All the terms and provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

24.3 Counterparts. This Lease may be executed in up to **two (2)** counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same Agreement.

24.4 Calculation of Time Periods. Unless otherwise expressly specified in this Agreement: (i) in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included, and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday, or Holiday, in which event the period shall run and extend until the next day which is neither a Saturday, Sunday, or Holiday; (ii) if any specified/fixed date or deadline set forth in this Agreement falls on a Saturday, Sunday, or Holiday, then such date or deadline shall roll and extend to next day which is neither a Saturday, Sunday, or Holiday; and (iii) the last day of any time period described in this Agreement, and the time for performance on any other date or deadline set forth in this Agreement, shall be deemed to end/be at 5:00 p.m. local time in Orlando, Florida.

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24.5 Currency. All payments made or to be made under or pursuant to this Agreement, if any, shall be in the lawful money of the United States of America for the payment of public and private debts and no other money or currency.

24.6 Drafting; Negotiation. All Parties have participated fully in the negotiation and preparation hereof; this Agreement shall not be construed more strongly for or against any Party regardless of which Party is deemed to have drafted the Lease.

24.7 Effective Date. This Lease shall become effective on the date it is signed by the Landlord and then approved by the Board of County Commissioners of Orange County, Florida and executed by the County as Tenant, whichever is later, however in no event shall the Effective Date be later than February 12, 2025.

24.8 Entire Agreement. This Lease contains the entire agreement of the parties with respect to the subject matter hereof, and no representations, inducements, promises, or other agreements, oral, written, or otherwise, between the parties which are not embodied within this Agreement shall be of any force or effect.

24.9 Exhibits. The exhibits attached hereto are true and correct and are incorporated herein by this reference.

24.10 Gender and Number. All personal pronouns used whether in the masculine, feminine, or neuter gender, shall include all other genders. The singular shall include the plural and the plural shall include the singular unless the context shall indicate or specifically provide to the contrary.

24.11 No Partnership. Nothing contained in this Lease shall be construed to create a partnership or joint venture between or among the Parties or their successors in interest.

24.12 No Third-Party Beneficiaries. Except as otherwise set forth herein, no individual, entity, or person other than the Parties shall have any rights or privileges under this Agreement, either as a third-party beneficiary or otherwise.

24.13 Recording of Agreement. Neither this Lease nor any memorandum of this Lease shall be recorded in the Public Records of Orange County by Landlord without the express written consent of Tenant.

24.14 Section Headings. The headings preceding the sections of this Agreement are for convenience only and shall not be considered in the construction or interpretation of this Agreement.

24.15 Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this

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Agreement and a valid, legal, and enforceable provision shall be agreed upon by the Parties and become a part of this Agreement in lieu of the invalid, illegal, or unenforceable provision; in the event that a valid, legal, and unenforceable provision cannot be crafted, then this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein. To that end, this Agreement is declared severable.

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Signatures to Follow

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

LANDLORD:
PYRAMID PROPERTIES III, LLP, a
Florida limited liability partnership

By:  _____

Name: J. Wallace Henderson

Title: Managing Partner

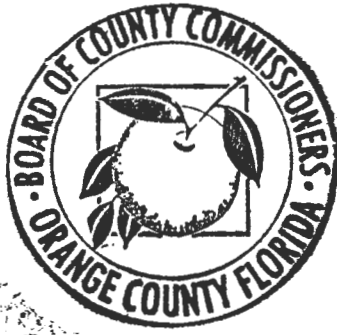
Dated: January 2, 2025

Tenant's Signature Below

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

TENANT:
ORANGE COUNTY, FLORIDA



By: Bryan Brooks
Jerry L. Demings,
Orange County Mayor

Date: 28 January 2025

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

By: Jennifer Lara-Klimek
Deputy Clerk

Printed Name: Jennifer Lara-Klimek

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EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Plat Reference: OR Book 11, Page 70

Lot 3 of Parkway Center Phase III, according to the Plat thereof as recorded in Plat Book 11, Page(2) 70, of the Public Records of Orange County, Florida.

Together with Easement rights granted in the Private Ingress and Egress Easement and Utility Easement recorded April 24, 1984 in Official Records Book 3498, Page 398; as follows: The North 15.00 feet of Lot 2, Parkways Center Phase IV, as recorded in Plat Book 45, Page 10, of the Public Records of Orange County, Florida.

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EXHIBIT B
BUILDING



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EXHIBIT C
PREMISES

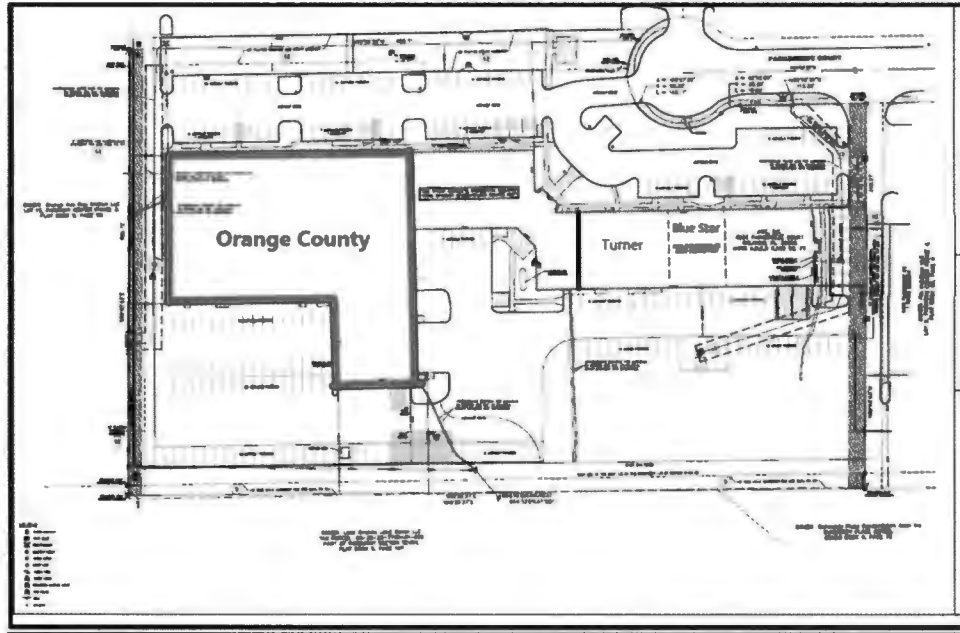


Figure 1 - Location of Premises within Building

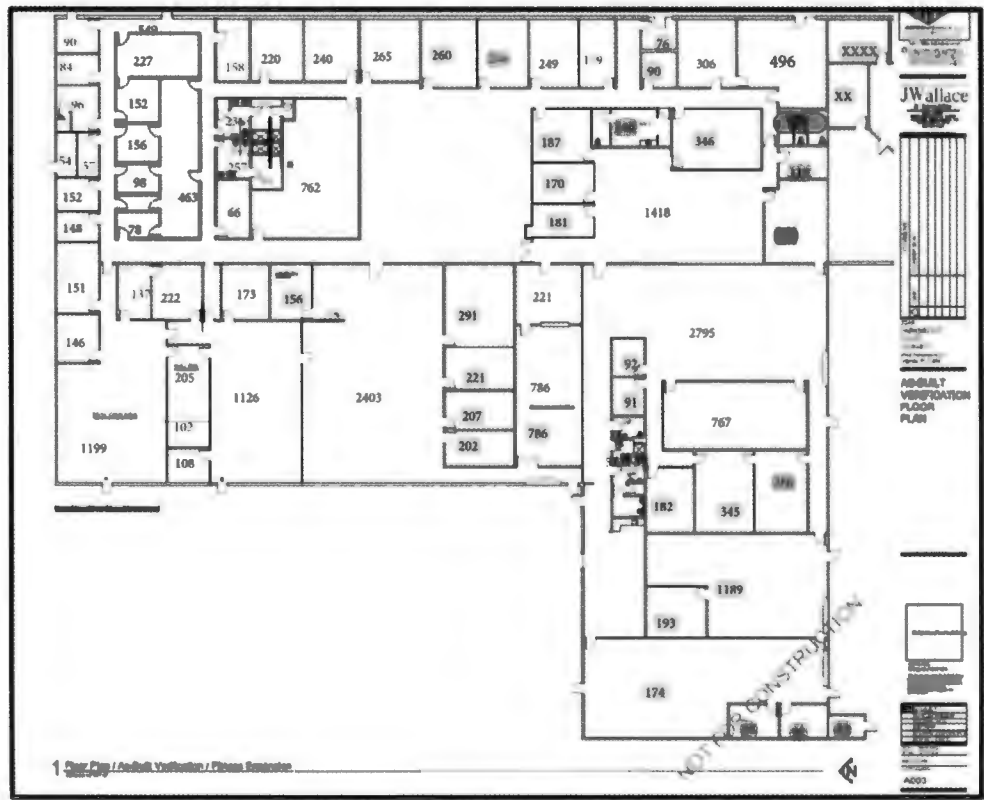


Figure 2 - Current Floor Plan

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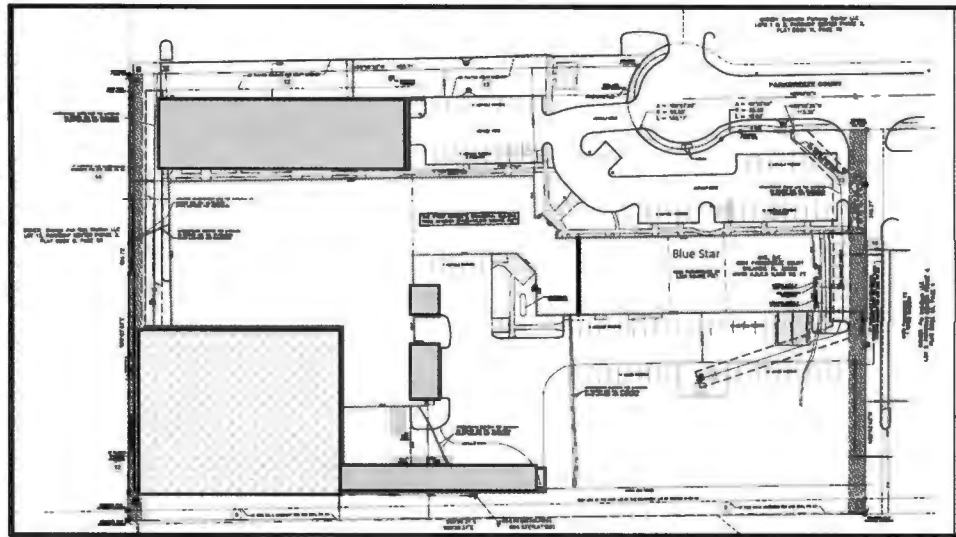


Figure 3 - Parking for Tenant

Legend



Common Area Parking for Tenant



Secured Parking for Tenant

EXHIBIT D
RULES AND REGULATIONS

The Rules and Regulations set forth in this exhibit shall be and hereby are made a part of the Lease to which they refer. Whenever the term "Tenant" is used in these Rules and Regulations, it shall be deemed to include Tenant, its employees or agents and any other persons permitted by Tenant to occupy or enter the Premises. Rules and Regulations may from time to time be modified by Landlord, as the Landlord deems appropriate with **thirty (30) days** prior written notice to Tenant. All changes and revisions will be an integral part of the Lease. All notices to the Property Manager shall be given at the address set forth in the Lease or by contacting the Property Manager by telephone or email as provided to Tenant. The name, address and/or phone number of the Property Manager may be changed from time to time by written notice from Landlord to Tenant.

1. All loading and unloading shall be done only at such times allowed by governmental regulations and within the noise decibel level permitted within the neighborhood and only through the entrances designated by Landlord. All trucks and/or other delivery vehicles will be parked within rear loading areas of the Premises, at no time obstructing adjacent tenant areas for parking/loading/unloading and access thereto. No vehicles will be used as a means for stationary advertising within parking areas adjacent to public roadways.
2. Delivery or shipping of merchandise, supplies and fixtures to and from the Premises shall be subject to such requirements as in the judgment of Landlord are necessary for the proper operations of the Premises.
3. Tenant is, at its cost, to provide for its own disposal of garbage, trash, and/or recyclable by products.
4. No loudspeakers, televisions, phonographs, radios or musical instruments shall be used in a manner so as to disturb the occupants of the Building of which the Premises is a part, or be heard or seen outside of the Premises.
5. No aerials, antennas, satellite dishes, flags, banners, balloons, advertisement, directional signage or other signage/display of any kind shall be erected on the roof, exterior/interior walls or doors of the Premises, or on the adjacent grounds without, in each instance, the express written consent of the landlord. Any aerial, antenna, flag, banner, balloon or signage/display so installed without such written consent shall be subject to removal without notice at any time by Landlord at Tenant's expense.
6. The plumbing, septic or sanitary facilities shall not be used for any other purpose than that for which they are constructed. No substance foreign to this usage shall be placed therein. The expense of any breakage, stoppage, damage or fines resulting from a violation of this provision shall be borne by Tenant, who shall, or whose employees, agents or invitees shall have caused it.
7. Tenant shall not burn any trash or garbage of any kind in or about the Premises.
8. Except as provided by Landlord, Tenant shall use, at Tenant's cost, its own pest extermination contractor at such intervals as Landlord may require.
9. Except as otherwise permitted in this Lease, no portion of the Premises, building, or adjacent grounds, may be used as sleeping or lodging quarters by any person at any time.
10. No birds, animals or any other pets shall be brought into or kept in or about the Premises or Building.
11. The washing or cleaning/detailing of vehicles, equipment and/or machinery shall be expressly prohibited within the Premises or adjoining parking/loading areas, except within Tenant's secured parking area.

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12. Except as otherwise permitted in this Lease, no vehicles or equipment that utilizes gasoline or other flammable fuel, or batteries of any type for operation, may be parked, stored or repaired inside or within the Premises.

13. Except as otherwise permitted in this Lease, any vehicle(s), trailer(s) or transport(s) left in the parking areas for five (5) consecutive days will be considered abandoned and removed/towed at the owner's expense, unless Landlord notified in writing with the description and tag number on said vehicle, trailer or transport.

14. Landlord will not be responsible for any lost or stolen personal property from Tenant's facility, vehicles or public areas regardless of the cause or time when such loss occurred unless same was caused by Landlord's gross negligence.

15. Tenant shall not install or operate any steam or gas engine, generator, compressor, welder or boiler, or carry on any mechanical business in the Premises without Landlord's prior written consent, which consent may be withheld at Landlord's absolute discretion. The use of oil, gas or flammable liquids for heating, lighting or any other purpose is expressly prohibited. Explosives, ammunition, firearms or other dangerous or similar articles shall not be brought into the Premises or adjoining property.

16. During the entire term of this Lease or any extension thereof the Tenant shall, at its expense, install and maintain a chair pad or carpet casters under all chairs having casters, to protect the carpeting.

17. Except as otherwise permitted in this Lease in the fenced secured parking area, there will be no outside storage of any kind permitted.

18. All trucks and delivery vehicles will be located at all times to the rear of the Premises, in delivery areas so designated by the Landlord. Except as may be permitted in Tenant's Secured Parking Area, at no time will the placement of vehicles impair the ability of adjoining tenants to utilize their loading/parking areas, or to provide for additional advertising.

19. Tenant will ensure that all noise created by its operation is kept to a minimum and any smells, odors, gases and other emissions are so restricted to avoid disturbing adjacent tenants. Washing of the warehouse areas to cause seepage into adjacent units is prohibited, with Tenant being responsible to any damage therefrom.

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EXHIBIT E
FORM OF MEMORANDUM OF LEASE

**This instrument prepared by and after
recording return to:**

_____, a staff employee in
the course of duty with the
Real Estate Management Division
of Orange County, Florida
P.O. Box 1393
Orlando, Florida 32802-1393

Project:
File #

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made as of the Effective Date by and between **Pyramid Properties III, LLP**, a Florida limited liability partnership, ("**Landlord**") with mailing address of P.O. Box 941242, Maitland, Florida 32794-1242, and **Orange County, Florida**, a charter and political subdivision of the State of Florida ("**Tenant**") with mailing address of P.O. Box 1393, Orlando, Florida 32802-1393 (sometimes Landlord and Tenant are hereinafter referred to individually as the "party" or collectively, the "parties").

Name of Document: Commercial Lease Agreement

Landlord: Pyramid Properties III, LLP, a Florida limited liability partnership
Attn: J. Wallace Henderson, Managing Partner
P.O. Box 941242, Maitland, Florida 32794-1242

Tenant: Orange County, Florida, a charter county and political subdivision
of the State of Florida
Attn: Manager, Orange County Real Estate Management
P.O. Box 1393, Orlando, Florida 32802-1393

Effective Date: [Date to be inserted upon signing]

Commencement Date: [Date to be inserted upon signing]

Rent Commencement Date: [Date to be inserted upon signing]

Property: Property Appraiser's ID: 04-22-29-6712-00-030 as further described
in Deed Reference: OR Book 4138, Page 3189 (the "**Property**")

Premises: Approximately 34,304 rentable sq. ft. and all improvements now or
hereafter constructed by Landlord including any additional facilities
which may be deemed necessary or desirable by Landlord inclusive
of the use of the paved parking lot as designated in this Lease within
a multi-tenant building located at 4548 Parkbreeze Court, Orlando
Florida 32801.

Term: The initial term will be five (5) years commencing on the
Commencement Date, with two (2) optional consecutive five (5)
year extension terms.

Lien Provision: Section 9.1 of the Lease contains the following provision:
Indemnification for Liens. Tenant shall defend, indemnify and
save harmless Landlord from and against any and all mechanics'
and other liens and encumbrances filed by any person claiming
through or under Tenant, including security interests in any
materials, fixtures, equipment or any other improvements or
appurtenances installed in and constituting part of the Premises and

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against all costs, expenses and liabilities (including reasonable attorneys' fees) incurred in connection with any such lien or encumbrance or any action or proceeding brought thereon. Tenant at its expense shall procure the satisfaction or discharge of record of all such liens and encumbrances within twenty (20) days after the filing thereof. Pursuant to the provisions of Section 713.10, Florida Statutes, under no circumstances shall the interest of Landlord in and to the Property, Building or Premises be subject to liens for improvements made by Tenant or subject to any mechanic's, laborer's or materialman's lien or any other lien or charge on account of or arising from any contract or obligations of Tenant. A Memorandum of Lease or other notice may be recorded by the Landlord within the public records providing notice under Section 713.10, Florida Statutes (2024) or its successor provision.

A copy of the Lease is on file with Landlord and Tenant at their respective addresses set forth above.

In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Lease, the provisions of the Lease shall control. The Lease shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Lease.

This Memorandum of Lease shall automatically expire upon the earlier to occur of the expiration or earlier termination of the term of the Lease and any applicable extension terms. All persons may conclusively rely upon any affidavit of the Landlord executed by one or more of its representatives, that the Lease has been or is terminated, providing that at the time of the making of the affidavit, the Tenant, or its successors or assigns, is not then in open and notorious possession of the Premises, and rent has not been paid after any and all applicable cure periods have elapsed, and the affidavit so states.

The Effective Date of this Memorandum of Lease is the date that it is recorded in the Public Records of Orange County, Florida.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Signatures to Follow

Project: Facilities at Parkway (Pyramid III)
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IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the last date written below.

Witness Signatures
[SIGNATURE LINE, NAME AND ADDRESS]

[SIGNATURE LINE, NAME AND ADDRESS]

LANDLORD:
PYRAMID PROPERTIES III, LLP, a
Florida limited liability partnership

By: FORM NOT FOR SIGNATURE

Name: J. Wallace Henderson

Title: Managing Partner

Dated:

STATE OF: _____
COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ of _____, 20____, by J. Wallace Henderson as Managing Partner on behalf of Pyramid Properties III, LLP, a Florida limited liability partnership. The individual is personally known to me or has produced: _____ as identification.

(Affix Notary Stamp)

FORM NOT FOR SIGNATURE

Notary Signature

Printed Notary Name

Notary Public of:

My Commission Expires: _____

Project: Facilities at Parkway (Pyramid III)
County File #: 2015A

Witness Signatures

[SIGNATURE LINE, NAME AND ADDRESS]

TENANT:

ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida

[SIGNATURE LINE, NAME AND ADDRESS]

By: FORM NOT FOR SIGNATURE

Name: Mindy T. Cummings

Title: Manager, Orange County Real Estate Management Division

Dated:

STATE OF:
COUNTY OF:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ of _____, 20____, by Mindy T. Cummings as Manager of the Orange County Real Estate Management Division on behalf of Orange County, Florida, a charter county and political subdivision of State of Florida. The individual _____ is personally known to me or _____ has produced: _____ as identification.

(Affix Notary Stamp)

FORM NOT FOR SIGNATURE

Notary Signature

Printed Notary Name

Notary Public of:

My Commission Expires: _____

EXHIBIT F
LEASEHOLD IMPROVEMENTS

Landlord's Work

Tenant agrees to accept the Premises in its "as is" condition as of the Effective Date. Landlord will perform Landlord's Work as set forth in this **Exhibit F**. Landlord will use commercially reasonable efforts to commence the performance of Landlord's Work promptly and diligently pursue Landlord's Work to substantial completion, subject only to any agreed upon punch-list between Landlord and Tenant.

In connection with the performance of Landlord's Work, Landlord shall have the right to access through the Premises as well as the right to take into and upon and through the 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 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 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 F-1**. Landlord will provide a HVAC condition assessment report to the Tenant to be completed by a third-party certified HVAC vendor for each unit that services the Premises in accordance with industry standards such as the International Facility Management Association. Landlord will replace existing units as needed. The Tenant Improvement Allowance will not be used for the replacement of said units and will be solely as a separate expense to the Landlord. Hereunder, the space plans as shown on **Exhibit F-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 6** 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.

3. Within **fifteen (15) 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.

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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, Landlord agrees to pay towards the cost of the Tenant Improvements up to the amount of the Tenant Improvement Allowance as set forth in the Lease with such funds available to cover all typical "hard" and "soft" costs associated with the tenant build-out, as further described below:

Construction Costs are all expenses incurred by Landlord that are directly attributed to the design and construction of the Improvements. Landlord's Construction Costs include the following:

- a. All third-party architect, engineer, other design and "soft costs" expenses; plus
- b. All costs for construction, including "General Conditions." General Conditions include but are not limited to Construction Manager and Superintendent, utilities, telephone, taxes, insurance, printing of plans, all governmental permits, impact/utility fees, with all such costs prorated to those applicable and specific to the job; plus.
- c. Landlord's Contractors office and administrative overhead fee equal to **five percent (5%)** of all construction costs; plus
- d. Landlord's Contractors profit equal to **seven percent (7%)** of all costs

Landlord shall invoice Tenant as set forth in Section 6.2.1 above. In the event that Tenant does not use the entire Tenant Improvement Allowance, Tenant may elect to have the remaining amount of Tenant Improvement Allowance applied to Tenant's obligation for monthly Rent. **NO** portion of the Tenant Improvement Allowance shall be used toward Tenant's furniture, fixtures or equipment or replacement of HVAC units. Nor shall Tenant be responsible for the cost to repair, purchase or replace the HVAC units to the Premises. The Costs of the Tenant Improvements will be paid to Landlord as Additional Rent.

5. Within **five (5) business days** of the completion of Landlord's tenant improvements, the Tenant shall inspect the Premises with Landlord's representative, and a punch list of any item of Landlord's work remaining to be done shall be prepared. Landlord shall complete such punch list items within **thirty (30) days** of the issuance of a punch list form Orange County, Florida and shall have full access to the Premises for the accomplishment of same provided Landlord does not unreasonably interfere with the normal use and occupancy of the Premises. Upon acceptance of possession of the Premises as evidenced by the Declaration by Landlord and Tenant As to Date of Delivery and Acceptance of Possession of Premises attached as **Exhibit F-2**, 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 the inspection.

6. Landlord will also be responsible to ensure all the HVAC equipment serving the Premises is in good working order upon the Commencement Date, as evidenced by the issuance of a HVAC Condition Assessment report completed by a certified third-party HVAC vendor in accordance with industry standards such as the International Facility Management Association and provided to Tenant.

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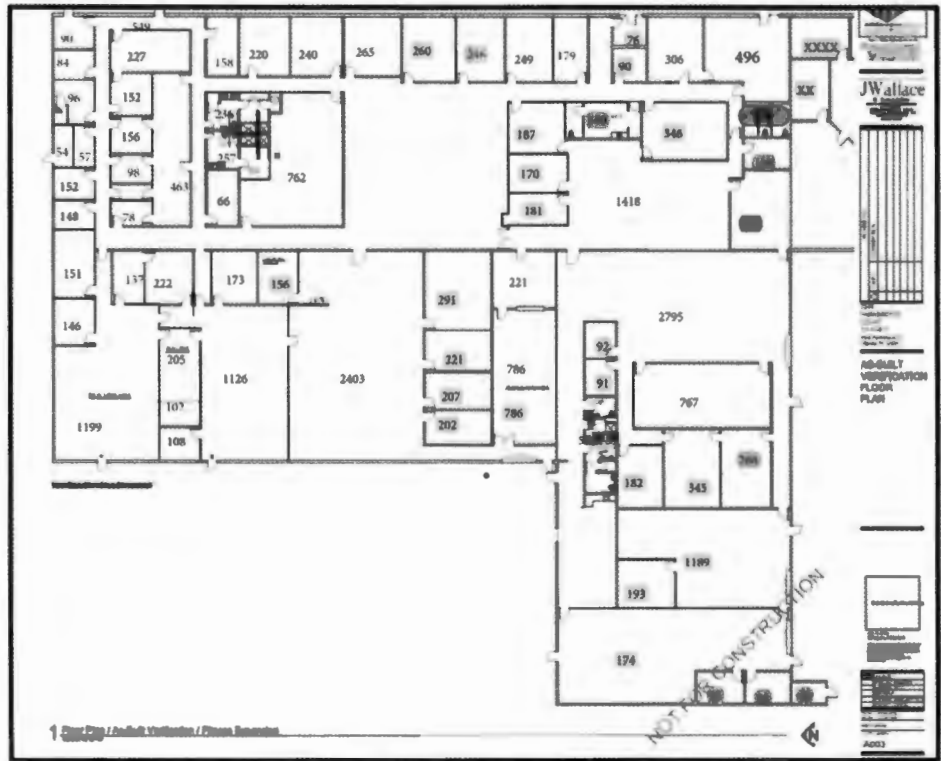
EXHIBIT F-1
PLANS AND SPECIFICATIONS

Subject to Landlord and Tenant finalizing the Plans and Specification as set forth in **Section 6** and **Exhibit F** above, Tenant's initial requested Tenant Improvements to the Premises are as follows:

Location:	Secured Parking Area
	Tenant acknowledges that the previous Orange County occupant of the Premises installed a structure in the parking area. This structure will remain.
Location:	Entryway/Lobby
Improvements:	<ul style="list-style-type: none"> ▪ Add storefront to the entryway (need more details). ▪ Remove the wall between 246 and 260 to make one room.
Location:	Technician Space
Improvements:	<ul style="list-style-type: none"> ▪ Incorporate 346, 140, 181, 170 and 187 into this space. ▪ Demo existing wall between 118 and 415. ▪ Add a new wall behind the existing door of 415. <ul style="list-style-type: none"> ▪ 415 will be the new conference room. ▪ Above the ceiling is 12' to bottom of bar joists. ▪ Tear out ceilings and add strip lighting on the bottom of the bar joists. ▪ Keep HVAC – need to discuss how this will look with the ceilings. ▪ Need to raise the sprinkler heads.
Location:	Shell Space
Improvements:	<ul style="list-style-type: none"> ▪ Restrooms remain in this location. ▪ 156 will be the IT room. <ul style="list-style-type: none"> ▪ Add mini split. ▪ Ensure this room is tied into the generator. ▪ Need two 20-amp dedicated circuits. ▪ Do not demo the partition walls between the shell space. ▪ May eliminate one of the two entry doors since two points of entry are not needed.
Location:	Warehouse
Improvements:	<ul style="list-style-type: none"> ▪ Flip entry doors in 202, 207, 221 and 291 to the other side facing the other side; remove existing doors and patch. ▪ Add storefront in front of 266. ▪ There is an existing roll up door in this space in front of room 2795 that is enclosed in concrete and needs to be opened for use. <ul style="list-style-type: none"> ▪ Landlord will need to ensure the door is operational before turning over to the Tenant. ▪ There is also a regular door that is enclosed in concrete that needs to be opened for use.
Location:	Carpenter Shop
Improvements:	<ul style="list-style-type: none"> ▪ Keep rooms 43 (telecom room) and 92. Room 93 can be incorporated into the rest of the carpenter shop. ▪ Exhaust fans are to be installed as indicated on the attached plan.

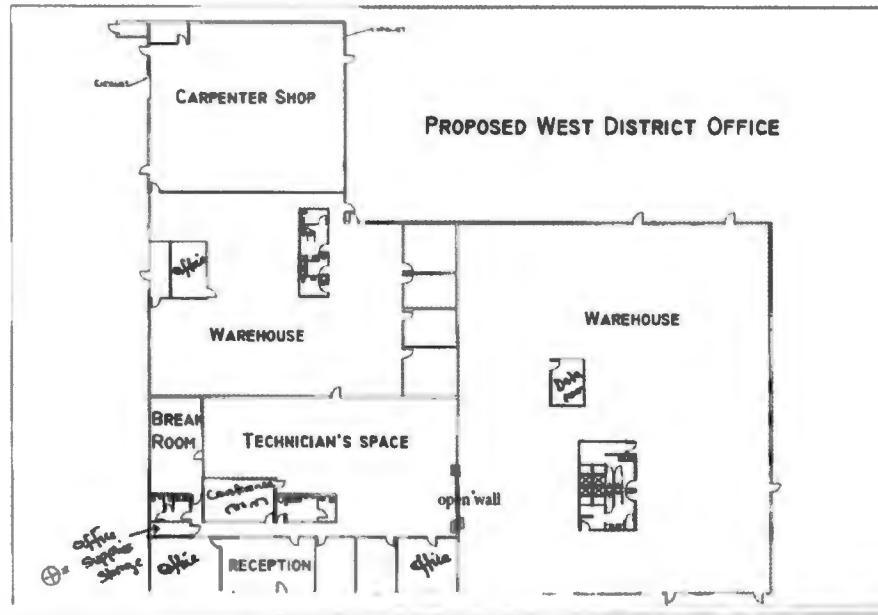
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General Improvements:	<ul style="list-style-type: none"> ▪ (User Agency) Needs to confirm if the height of the three roll up doors is sufficient for the use of the department. ▪ (User Agency) Needs to determine all doors that require access control. <ul style="list-style-type: none"> ▪ 156 (IT room) will be needed. ▪ Will provide an approved space plan to Orange County Facility Management Manage once completed by the architect to indicate which doors this is needed at. ▪ Orange County Facility Manager will ensure internal security approves the design. ▪ Will need to coordinate the security camera access. <ul style="list-style-type: none"> ▪ Make note on the demo plan to not remove the security cameras. ▪ Need to determine where Wi-Fi areas are needed. <ul style="list-style-type: none"> ▪ Cat 6 is used for runs. ▪ Carpet remains in the conference room only. <ul style="list-style-type: none"> ▪ All other carpets are to be replaced with LVT. ▪ Polished concrete floors in the warehouse, carpenter space and shell space. ▪ Upgrade interior/exterior lighting to LED with occupancy sensors. ▪ Repaint the space. <ul style="list-style-type: none"> ▪ Orange County Facility Manager will pick the LVT and paint colors. ▪ Restrooms 120, 140, 152, 59 and 57 need to be gutted and upgraded. Ensure ADA compliant. ▪ Landlord to supply a HVAC condition assessment report on every unit. <ul style="list-style-type: none"> ▪ Need to determine if the HVAC units need to be upgraded due to the new refrigerant code and if these new units are available for purchase. ▪ Existing mag locks need to be replaced with electrified strike.
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Floor Plan With Room Number References

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The above list and images are not intended to be the final scope of work for Tenant Improvements and will be superseded and replaced upon agreement by Landlord and Tenant as that process is set forth in Section 6 of the Lease.

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EXHIBIT F-2
FORM OF DECLARATION BY LANDLORD AND TENANT AS TO DATE OF
DELIVERY OF POSSESSION OF PREMISES

Declaration by Landlord and Tenant
As to
Date of Delivery and Acceptance of Possession of Premises

This Declaration by Landlord and Tenant As to Date of Delivery and Acceptance of Possession of Premises is hereby attached to and made a part of the Lease entered into by and between **Pyramid Properties III, LLP**, a Florida limited liability partnership ("**Landlord**"), with an address of P.O. Box 941242, Maitland, Florida 32794-1242, and **Orange County, Florida** a charter county and political subdivision of the State of Florida ("**Tenant**"), with an address of P.O. Box 1393, Orlando Florida 32802-1393.

Landlord and Tenant do hereby declare that the Commencement Date as defined in Section 4.1 and Rent Commencement Date as defined in Section 4.1.1 is as follows:

Effective Date of Lease: _____

Commencement Date: _____

Rent Commencement Date: _____

LANDLORD	TENANT
Pyramid Properties III, LLP	Orange County, Florida
FORM NOT FOR SIGNATURE	FORM NOT FOR SIGNATURE
By:	Mindy T. Cummings, Manager
Its:	Real Estate Management Division
Date:	Date:

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EXHIBIT G
SIGNAGE

Tenant is permitted to have the following signs installed at the following locations:

1. Facilities signs affixed to the exterior walls of the Premises.
2. Directional warehouse signs implanted at the corner of the Parking Lot (location TBD)

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EXHIBIT H
MAINTENANCE AND REPAIR RESPONSIBILITY

Landlord and Tenant acknowledge and agree the following will constitute maintenance and repair responsibilities for the Premises.			
<i>All maintenance requests must be completed within three (3) days of a request, or a timeline must be clearly communicated with the Orange County Facilities Management Team within this timeframe</i>			
Area of the Premises	Repair Responsibility	Cost Responsibility	Examples (the list below in no way limits the responsibility of the LL)
Plumbing - Exterior	Landlord	Landlord	Pumps, hose bibs, leaks located anywhere in or around the Premises (no septic or lift station on the property), water meters, backflows, PIV
Plumbing - Interior	Tenant	Tenant	Toilets, urinals, sinks, faucets, fixtures, drinking fountains, hose bibs, sensors, meters, showers, flushometers, water lines, leaks under the slab, leaks inside the walls
Appliances (installed by Tenant)	Tenant	Tenant	Refrigerators, dishwasher, water heater
Appliances (installed by Landlord)	Landlord	Landlord	Refrigerators, dishwasher, water heater – Only during standard General Contractor's warranty period of one year
Electrical - Exterior	Landlord	Landlord	Light fixtures (including wall packs), photocells, lighting contactors, wiring, meter, light poles, distribution panels, breakers, rolling door electrical and associated components,
Electrical - Interior	Tenant	Tenant	Bulbs, ballasts, sensors, faceplates, switches, wiring, meter, outlets, distribution panels, breakers, rolling door electrical and associated components, exit lights, battery packs, IT and telecom equipment
HVAC Equipment Maintenance and Repair	Landlord	Landlord	Preventative maintenance plans with certified HVAC vendor on all HVAC equipment, including, three quarterly and one annual inspection per year, filters changed quarterly (four (4) times per year and no less than MERV 13), all associated components (compressors, condensers, thermostats, air handles, VAVs, thermal expansion valves, ductwork, boilers, terminal units, etc...), mini-splits, replacement

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Walls - Exterior	Landlord	Landlord	Patching, painting, concrete blocks repairs or replacement as needed, repairs or replacement of the building envelope and other structural components of the building
Walls - Interior	Tenant	Tenant	Minor touch ups as needed
Walls - Interior	Landlord	Landlord	Complete repaint of the space (no more than every five (5) years)
Windows - Exterior	Landlord	Landlord	Caulk, seal, replacement, frame, gaskets, storefront glass
Windows - Interior	Tenant	Tenant	Window treatments, caulk, seal, replacement, frame, gaskets, window treatments, partitions
Doors - Exterior	Tenant	Tenant	Closure devices, frame, molding, annual preventative maintenance of rolling doors and associated components with a third-party certified vendor, door pulls and handles, deadbolts, hinges, thresholds, seals, panic bars, exit devices, kickplates
Doors - Interior	Tenant	Tenant	Closure devices, frame, molding, door pulls and handles, deadbolts, hinges, thresholds, seals, panic bars, exit devices, kickplates
Janitorial - Exterior	Landlord	Landlord	None
Janitorial - Interior	Tenant	Tenant	None
Ceiling	Landlord	Landlord	Ceiling tile replacement, grid, conduit, unless caused by Tenant
Landscaping	Landlord	Landlord	Annual tree, hardwood and palm tree trimming, regular service, annuals, tree and dead plant replacements, fertilizing, annual mulch refresh, irrigation system and associated components (controllers, pumps, etc.), storm clean up, storm drainage, fenced in area must be always cleared of vegetation; <i>must be cleared prior to occupancy</i>
Flooring	Tenant	Tenant	Maintenance and cleaning
Flooring	Landlord	Landlord	Replacement if damage is caused due to structural or Acts of God
Generators (including ATS) - Tenant	Tenant	Tenant	Batteries, wiring, fuel, monthly testing, all associated components, preventative maintenance
Generators – Landlord	NA	NA	NA
Dumpsters / Trash	Tenant	Tenant	Special requests or pick ups in excess of normal usage – Dumpsters are charged separately through electric to tenant
Building Façade	Landlord	Landlord	Building pressure washing, painting when needed and in compliance with industry best practices

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Sidewalks, Curbs	Landlord	Landlord	pressure washing, uneven sidewalk repairs, curb repairs when needed and in compliance with industry best practices – Landlord completes quarterly inspections for these items
Parking Area	Landlord	Landlord	Potholes, re-stripping, re-sealing, parking stop repairs and replacement Re-seal and re-stripe must be completed prior to occupancy and maintained by standard best practices
Fire Alarm Systems	Landlord	Landlord	Includes all components of the fire alarm system and all false alarms; quarterly, semi-annual and annual preventative maintenance and deficiency repairs
Fire Extinguishers	Tenant	Tenant	Annual recharge by a third-party certified vendor, repairs and/or replacement
Fire Extinguishers	Tenant	Tenant	Monthly visual inspections; will notify Landlord of any deficiencies in need of repair and/or replacement
Fire Sprinklers	Landlord	Landlord	Includes all components of the fire sprinkler system, quarterly, semi-annual and annual preventative maintenance and deficiency repairs
Locks / Key Management	Tenant	Tenant	Cores, keys
Dumpster Area	Tenant	Tenant	Tenant can place where needed, within their allotted parking spaces. No enclosures are present
Pest Control - Exterior	Landlord	Landlord	Monthly service and any additional services, dead animal removal, rat/snake/bat infestations and abatement, any additional services as deemed necessary for the health and well-being of the office
Pest Control - Interior	Tenant	Tenant	None
Roof	Landlord	Landlord	Annual roof inspections by a third-party certified vendor and associated deficiency repairs, replacement if deemed necessary, patches and all other components associated with the roof, gutters
Cabinets, Vanities and Countertops	Tenant	Tenant	Cabinets, vanities, countertops, toilet partitions if damage is due to Tenant neglect
Exterior Security Systems / Cameras - <i>Installed by Landlord</i>	Landlord	Landlord	All components related to the camera system
Exterior Security Systems / Cameras - <i>Installed by Tenant</i>	Tenant	Tenant	All components related to the camera system
Access	Tenant	Tenant	None

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Control			
Signage - Exterior	Tenant	Tenant	Maintenance of all, including parking lot and handicap signage
Signage - Interior	Tenant	Tenant	None
Utilities - Electrical	Tenant	Tenant	Electric invoices for the Premises
Utilities - Electrical	Landlord	Landlord	Switchgear, wiring to the Building and electrical service to the Building
Utilities - Internet Access, Phones, IT equipment	Tenant	Tenant	None.
Utilities - Water / Sewer	Tenant	Tenant	Water/sewer service invoices to the Premises
Utilities - Water / Sewer	Landlord	Landlord	Water/sewer service invoices to the Building and Property
Elevators	N/A	N/A	N/A
Concrete Pad and Associated Equipment in the Parking Lot	Tenant	Tenant	Concrete Pad and Associated Equipment will be removed and repaved by Tenant at the end of the lease