



**Interoffice Memorandum**

**REAL ESTATE MANAGEMENT ITEM 3**

**DATE:** January 12, 2022

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

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

**FROM:** Nemesie Esteves, Program Manager – Asset Management *NE/MTC*  
Real Estate Management Division

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

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

**ACTION REQUESTED:** Approval and execution of Lease Agreement by and between Hoffner Center, LLC and Orange County, Florida and authorization for the Real Estate Management Division to exercise renewal options and furnish notices, required or allowed by the lease, as needed.

**PROJECT:** Hoffner Center – CFFHC – True Health  
5425-77 S. Semoran Blvd, Suite 15B, Orlando, Florida 32822  
Lease File #2038-TH  
  
District 5

**PURPOSE:** To continue to provide office space for Central Florida Family Health Center, Inc. d/b/a True Health as a clinic.

**ITEMS:** Lease Agreement  
Cost: Year 1 - \$40,878.00 per month  
Year 2 - \$41,368.24 per month  
Year 3 - \$42,608.16 per month  
Size: 16,908 square feet  
Term: Three years  
Options: Two, five-year renewals

**APPROVALS:** Real Estate Management Division  
County Attorney's Office  
Risk Management Division  
Facilities Management Division  
Health Services Administration Division

**REMARKS:** This Lease Agreement will continue to provide space for the Central Florida Family Health Center, Inc. d/b/a True Health as clinic at 5425-77 S. Semoran Blvd, Suite 15B (Premises).

Central Florida Family Health Center, Inc. d/b/a True Health will provide primary care services at the Premises including acute-care and preventive services that are made available to both well and sick persons who are unable to obtain such services due to lack of income or other barriers beyond their control. These services are provided to benefit individuals, improve the collective health of the public, and prevent and control the spread of disease.

Pursuant to Chapter 154, Florida Statutes, the intent of the legislature is to "promote, protect, maintain, and improve the health and safety of all citizens and visitors of this state through a system of coordinated county health department services."

JAN 25 2022

AGREEMENT OF LEASE

**THIS AGREEMENT OF LEASE** (this "**Lease**") is made and entered into as of the date on which the last of the parties has executed this Lease (the "**Effective Date**"), by and between **HOFFNER CENTER, LLC**, a Florida limited liability company ("**Landlord**"), and Orange County, Florida, a charter county and political subdivision of the state of Florida ("**Tenant**").

**WHEREAS**, Landlord owns that certain parcel of land and building described below, and Tenant wishes to lease from Landlord, and Landlord wishes to lease to Tenant, a portion of the building as described below; and

**WHEREAS**, the parties wish to enter into this Lease for the aforesaid purposes, subject to the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, for and in consideration of the terms, covenants and conditions herein contained, along with the sum of Ten Dollars (\$10.00) in hand paid by each party hereto to the other, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party hereto, the parties agree as follows:

**INFORMATIONAL PROVISIONS**

**1. LANDLORD'S NAME AND MAILING ADDRESS:**

Hoffner Center, LLC.  
678 Scarlet Oak Circle, #102  
Altamonte Springs, FL 32701

**2. TENANT'S NAME AND MAILING ADDRESS:**

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

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

- 3. BUILDING.** The real property and improvements thereon, of which the Premises is a part thereof, located in the development known as Hoffner Commerce Center, 5425-77 S. Semoran Blvd., Orlando, FL 32822.
- 4. PREMISES.** That interior space within the Building being rented by Tenant, more specifically, Suite 15 consisting of approximately 16,908 rentable square feet.
- 5. TERM.** Three (3) years, beginning on the Commencement Date; provided, if the Commencement Date is other than the first day of a calendar month, the Term shall also include the period of time from the Commencement Date to the first day of the calendar month following the month in which the Commencement Date shall have occurred.

6. **RENT COMMENCEMENT DATE:** The first day of the first full calendar month following full execution of this Lease, provided however, until such date, Tenant shall continue to pay all sums due pursuant to that certain Lease Agreement dated March 6, 2007, as amended, for the Premises.
7. **BASE RENT:** The annual amount shown on the rent schedule below, which is twelve (12) times the monthly Base Rent payable in monthly installments
8. **ADDITIONAL RENT:** Tenant's proportional share of the Operating Expenses payable in monthly installments, along with all sums of money due under this Lease, including, but not limited to, late fees, which may be due or payable by Tenant to Landlord under this Lease.
9. **RENT SCHEDULE:** Base Rent plus Additional Rent Due.

Lease months	annual per square foot.	Annual rent.	Monthly installment
1-12	\$28.50	\$481,878.00	\$40,156.50
13-24	\$29.36	\$496,418.88	\$41,368.24
25-36	\$30.24	\$511,297.92	\$42,608.16
10. **SECURITY DEPOSIT:** none
11. **AMOUNT PAID AT EXECUTION OF LEASE:** none
12. **NAME OF GUARANTOR:** none.

# 1. **DEFINITIONS**

1.1. Definitions. As used in this Lease, the following terms shall have the following meanings:

- |                            |                                                                                                                                                                                                                                                                                                                                   |
|----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A. Land:                   | The real property located at 5425-77 S. Semoran Blvd, Orlando, FL 32822.                                                                                                                                                                                                                                                          |
| B. Building:               | The buildings located on the Land, of which the Leased Premises is a part thereof, located in the development commonly known as Hoffner Commerce Center.                                                                                                                                                                          |
| C. Premises:               | That interior space within the Building known as described in the Informational Provisions above.                                                                                                                                                                                                                                 |
| D. Rent Commencement Date: | Date Tenant shall pay rent to Landlord as described in the Informational Provisions above.                                                                                                                                                                                                                                        |
| E. Termination Date:       | The last day of the last month shown on the Base Rent schedule below, unless otherwise extended or sooner terminated as provided in this Lease.                                                                                                                                                                                   |
| F. Term:                   | Three (3) years, beginning on the Commencement Date; provided, if the Commencement Date is other than the first day of a calendar month, the Term shall also include the period of time from the Commencement Date to the first day of the calendar month following the month in which the Commencement Date shall have occurred. |

- G. Base Rent: The annual amount shown above, payable in monthly installments, paid in advance without notice (plus applicable taxes).
- H. Additional Rent: Other than Base Rent, all sums of money due under this Lease, including, but not limited to, Operating Expenses and late fees, which may be due or payable by Tenant to Landlord under this Lease.
- I. Rent: Base Rent and Additional Rent.
- J. Landlord's Mailing Address: Hoffner Center, LLC  
678 Scarlet Oak Circle, #102  
Altamonte Springs, FL 32701
- K. Normal Business Hours: The hours from 8:00 a.m. to 6:00 p.m. Monday through Friday, and from 9:00 a.m. to 1:00 p.m. Saturdays, except any and all Holidays (defined in Section 15.6).
- L. Permitted Use: General office purposes only for the conduct of Tenant's business, subject to the provisions of this Lease.
- M. Tenant's Representatives: Tenant's employees, agents, contractors, licensees, guests and invitees.
- N. Common Areas: Those portions of the Building and Land which are, from time to time, set aside by Landlord for the general use of Tenants of the Building including, without limitation, lobby areas, corridors, lavatories, stairways, shipping and receiving areas, mechanical areas, roadways, driveways, parking, landscaped and streetscaped areas.
- O. Property: The Land and the Building, including, without limitation, all Common Areas.
- P. Rules and Regulations: The rules and regulations governing the Building. The current Rules and Regulations are set forth on Exhibit "A".
- Q. Commencement Date The Effective Date.

## **2. TERM; IMPROVEMENTS**

**2.1. Length of Term.** The Term of this Lease commences on the Commencement Date and shall terminate after three (3) years, unless sooner terminated in accordance with this Lease; provided, if the Commencement Date is other than the first day of a calendar month, the Term shall also include the period of time from the Commencement Date to the first day of the calendar month following the month in which the Commencement Date shall have occurred. There shall be one (1) option to extend the term of this Lease for an additional three- (3) year term at Tenant's sole discretion, provided Tenant is not in default. The rent for the first year of such extended term shall not exceed three percent (3%)

more than the previous year's rent. Tenant shall provide Landlord written notice of Tenant's intent to exercise an option no less than nine (9) months in advance of the expiration of the then-current term.

**2.2. Initial Condition of Premises.** Landlord is not required to alter, remodel, improve, repair, decorate or paint the Premises or any part thereof, except as expressly provided in this Lease. By accepting the Premises, Tenant will be deemed to have first inspected the same and to hereby lease and accept the Premises "AS-IS, WHERE-IS, WITH ALL FAULTS". Landlord makes no representation or warranty of any kind, express or implied, with respect to the Property (including without limitation, any representation or warranty as to the habitability or fitness of the Premises for any particular purpose).

**2.3. Plans and Approvals.** Prior to commencing the construction or installation of the Tenant's Improvements, Tenant shall, at Tenant's sole cost and expense, furnish to Landlord, for Landlord's prior approval, all drawings, plans and specifications (including, without limitation, mechanical, electrical and plumbing) with respect to the Premises, prepared by architects and/or engineers licensed in the State of Florida and approved by Landlord in advance, which approval shall not be unreasonably withheld or delayed. All Tenant's Improvements shall meet or exceed building standard finishes and materials and Tenant shall provide Landlord with samples of all non-building standard materials together with the proposed drawings, plans and specifications. Landlord shall provide its approval or comments within fifteen (15) business days after receipt of any drawings, plans or specifications. The drawings, plans and/or specifications approved by Landlord, in writing, are referred to as the "**Plans**". Approval by Landlord of drawings, plans or specifications, or of any architect, engineer or contractor, shall not constitute the assumption of any responsibility by Landlord for their accuracy, sufficiency, compliance with applicable Laws (as hereinafter defined) or any other matter and Tenant shall be and remain solely responsible for such matters.

**2.4. Performance of Work.** Tenant shall perform, and/or cause to be performed, all work relating to the Tenant's Improvements in a good, workmanlike, lawful and lien-free manner, to Landlord's satisfaction, and in compliance with all applicable Laws, including, without limitation, the Americans with Disabilities Act. Tenant shall not deviate from the Plans without Landlord's prior written consent; which consent may not be unreasonably withheld or delayed. Tenant shall obtain two (2) bids for the Tenant's Improvements. Any contractor or subcontractor hired by Tenant to perform any of the Tenant's Improvements must be licensed in the State of Florida and must be approved by Landlord in advance, which approval shall not be unreasonably withheld or delayed. Landlord may inspect any of Tenant's work at all times during normal working hours and Landlord shall not thereby assume any responsibility for the proper performance thereof. Tenant recognizes that there may be other construction activities within the Building and Tenant shall coordinate Tenant's work with such other construction activities so as not to materially interfere with such other ongoing construction activities. Further, Tenant shall use its best efforts to assure that the performance of any of Tenant's work (including, without limitation, repairs, maintenance and replacements performed by or on behalf of Tenant in accordance with this Lease) does not materially disrupt or interfere with business activities of other Tenants and/or occupants of the Building.

### **3. USE OF PREMISES**

**3.1. Permitted Use.** Tenant shall use and occupy the Premises for the Permitted Use as described in Article 1 and for no other use or purpose. The Premises shall not be used in any manner which is disruptive to other Tenants in the Building. Tenant shall procure, at its own cost and expense, all necessary licenses and permits for Tenant's operation of its business in the Premises. Landlord has made no inquiries about and makes no representations, express or implied, concerning whether Tenant's proposed use of the

Premises is permitted under applicable Laws, including, without limitation, applicable zoning law. Should Tenant's proposed use be prohibited, Tenant shall be obligated to comply with applicable Laws and this Lease shall nevertheless remain in full force and effect. TENANT covenants to comply with the provisions of all recorded covenants, restrictions and regulations, rules applicable to the Property and all requirements of the holders of mortgages or the carriers of insurance covering the Property, and/or Leased Premises. TENANT shall be responsible for the behavior, safety and personal well-being of TENANT'S employees, customers and invitees, both within the premises and the common areas. TENANT shall not do or permit anything to be done in or about Property of bring or keep anything on the Property that may injure the Property that may constitute waste, or that may be a nuisance, public or private or may produce noises or odors or any other menace to TENANTS of adjoining premises or anyone else. Tenant shall not use any apparatus, machinery, equipment or device in or about the Premises that might cause any excessive vibration or which in any way would increase the amount of electricity or water normally supplied to the Premises for use as general offices. Further, Tenant shall not connect any apparatus, machinery, equipment or device requiring the use of existing water lines at the Building without the consent of Landlord. Tenant will not do or permit anything to be done upon or bring or keep or permit anything to be brought or kept upon the Property which will invalidate or increase Landlord's rate of insurance on the Property. If any insurance premium increases by reason of Tenant's failure to comply with the terms of this Lease, or by reason of Tenant's occupancy (even though permitted or contemplated by this Lease), Tenant will reimburse Landlord for any such difference caused by Tenant or Tenant's occupancy at the Premises within three (3) days after demand by Landlord; provided, however, that such payment shall not cure any default by Tenant. Tenant agrees to comply with any requests or recommendations made by Landlord's insurance company. Without limiting the generality of the foregoing, TENANT shall not allow said Leased Premises to be used for any improper, immoral, unlawful, or objectionable purpose. Tenant shall not serve or sell alcoholic beverages. There shall be no food preparation or cooking on premises.

**3.2. Compliance with Law.** The Premises shall not be used or occupied in any way which conflicts with or violates any law, statute, ordinance, code, permit, approval or governmental rule or regulation or requirement now in force or which may hereafter be enacted or promulgated (collectively "**Laws**"). Tenant shall, at its sole cost and expense, promptly comply with all applicable Laws and with the requirements of any board of underwriters, environmental agency, or other similar body now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises. Tenant shall promptly deliver to Landlord copies of any reports, notices of violation and/or other communications received from any governmental authority alleging that Tenant has failed to comply with any Laws. Failure to comply with this section is considered a default under this lease.

**3.3. Rules and Regulations.** Tenant shall comply with the Rules and Regulations annexed to this Lease as **Exhibit "A"** and all reasonable modifications and additions to such Rules and Regulations from time to time adopted by Landlord (the "**Rules and Regulations**"). Landlord shall not be responsible to Tenant for the non-performance of any of the Rules and Regulations by any other Tenant or occupant of the Building. TENANT will cause its employees, agents, and guests or others permitted by TENANT to occupy or enter the Leased Premises or Property, to at all times abide by the rules and regulations. In the event of any such breach of the rules and regulations. LANDLORD shall have all remedies in the Lease provided for in the event of default by TENANT, and shall, in addition, have any remedies available at law or in equity, including the right to enjoin any breach of such rules and regulations. The existence of the Rules and Regulations shall not be construed to impose upon Landlord any duty or obligation to enforce the Rules and Regulations.

#### **4. RENT**

**4.1. Rent.** Tenant shall pay to Landlord, at Landlord's Mailing Address or at such other place as Landlord may from time to time designate, the Rent. The payment of all amounts under this Lease shall be

due and payable in legal tender of the United States of America in advance without notice, demand, deductions, right of reduction to setoff of any kind on the first day of each month *Notwithstanding the foregoing*, if a monetary default occurs, if a check is returned because of insufficient funds, or if two or more payments of Rent are not paid in full when due in any year, Landlord may require all future Rent payments be made by certified or cashier's check or another method specified by Landlord. The first such installment shall be paid on or before the Rent Commencement Date and each additional installment of Rent shall be paid on or before the first day of each and every successive calendar month thereafter during the Term, unless expressly otherwise provided in the Rent schedule contained in the Informational Provisions above. If Tenant takes possession on a date other than the first of the month or this Lease terminates on a date other than the last day of the month, the monthly installment of Rent will be prorated.

**4.2. Sales and Property Taxes.** Tenant agrees to pay, before delinquency, any and all taxes levied or assessed and which become payable during the Term upon Tenant's equipment, furniture, fixtures and other personal property located in the Premises, directly to the appropriate governmental taxing authority.

**4.3. Holding Over.** Tenant shall pay Landlord for each month Tenant retains possession of the Premises (or any part thereof) after the Termination Date, by lapse of time or otherwise, 150% of the monthly rate of the Rent in effect on the month prior to the Termination Date due under this Lease and Tenant shall perform all obligations under this Lease (as if this Lease had not expired or terminated). Tenant shall also pay all damages sustained by Landlord due to such holding over. In the alternative, if Landlord gives written notice to Tenant of Landlord's election thereof, in Landlord's sole and absolute discretion, such holding over shall constitute a tenancy at sufferance or a month to month tenancy only. Notwithstanding the foregoing, acceptance by Landlord of Rent after such Termination Date shall not constitute Landlord's acceptance of any renewal option available to Tenant, if any, and nothing contained herein shall waive Landlord's right of re-entry or any other right or remedy available to Landlord under this Lease, at law or in equity. During any period during which Tenant holds over, Landlord shall have no obligations to Tenant under this Lease or otherwise.

**4.4. Interest and Late Charges.** Notwithstanding anything to the contrary contained herein, in addition to any other amounts due and payable by Tenant, Tenant shall pay a "late charge" of ten percent (10%) of the total amount overdue when any payment of Base Rent or Additional Rent is received by Landlord after the tenth (10th) day of the month. This late charge is Additional Rent for extra expenses incurred by the Landlord in handling delinquent payments and shall not be considered interest or penalty. TENANT agrees to pay forty dollars (\$45.00) to LANDLORD for each of TENANT'S checks, ACH, EFT, or fund wire transfers which are returned to LANDLORD unpaid. In addition, any Rent or Additional Rent not paid by the tenth (10th) day of the month, shall bear interest from the date due at eighteen percent (18%) per annum until payment is made.

**4.5. Shared Expenses:** The term "**Shared Expenses**" shall mean, collectively, all Operating Expense Escalations and Real Estate Tax Escalations (as such terms are hereinafter defined).

**4.5.1. Operating Expenses.** Tenant shall pay Tenant's Pro Rata Share of the amount by which the Operating Expenses incurred in any subsequent calendar year period after the Base Year exceed the Operating Expenses incurred in the Base Year "**Operating Expense Escalation**") as Additional Rent. For avoidance of doubt, the Base Year of this Agreement is 2021. If the Building is less than ninety-five percent (95%) occupied, the calculation used to determine Tenant's obligation will be grossed up to reflect the Building being a minimum of ninety-five percent (95%) occupied. "**Operating Expenses**" means and includes any and all costs and expenses paid or incurred by Landlord (or on Landlord's behalf) with respect to, in connection with and/or by reason of the repair, replacement (subject to the provisions hereinafter set forth), remodeling, maintenance and/or operation of the Property, including, without limitation, the following: (A) salaries, wages, medical, surgical, union and welfare benefits (including without limitation,



group life insurance) and pension payments of Landlord's employees employed within the Property; (B) payroll taxes, worker's compensation insurance, uniforms and related expenses for such employees; (C) the cost of all charges for any and all utilities furnished to the Property, including, without limitation, gas (if any), steam (if any), electricity, water, sewer, trash and garbage collection; (D) the cost of painting, caulking, waterproofing and weatherproofing the Building (and other improvements within the Building), together with the cost of repaving and restriping the parking areas of the Property; (E) intentionally deleted; (F) the cost of all premiums for insurance and endorsements thereon as Landlord deems necessary and/or appropriate, including without limitation, fire and extended coverage, rents liability and fidelity; (G) the costs of all supplies (including without limitation, cleaning and bathroom supplies), tools, materials and equipment; (H) the costs for window and other cleaning and janitorial services and security systems and services; (I) amounts incurred by Landlord and amounts charged to Landlord by contractors for labor, services, materials and supplies furnished in connection with the operation, maintenance, repair, remodeling and/or replacement of any part of the Property (other than portions of the Building that are occupied by Tenants for which such Tenants are be responsible under their leases); (J) the cost of service contracts with independent contractors; (K) the cost of alterations and improvements to the Property made by reason of laws or the requirements of insurance bodies; (L) the cost, amortized over their useful life, of any capital improvements to the Building and the cost of any machinery or equipment installed in, on or upon the Property, which costs are not otherwise included in Operating Expenses and which have the effect of reducing the expenses which otherwise would be included in the Operating Expenses, not to exceed the annual amount by which such expenses are reduced; (M) costs and expenses of painting, refurbishing, recarpeting and replacing any portion of the Common Areas of the Building; (N) costs and expenses of landscape maintenance and replacement of flowers, shrubbery, trees and grass; (O) costs and expenses of maintenance, repair and/or replacement to the roof and structural parts of the Building (and other improvements within the Building; (P) costs and expenses of maintenance, repair and/or replacement wearing surfaces, paved areas, ramps, streets, sidewalks and courtyards; (Q) costs and expenses of maintenance, repair and/or replacement benches, fountains, seating areas, and other amenities; (R) professional fees (including, without limitation, legal, accounting and other related costs and expenses) except if attributable to leasing of the Building, enforcement of leases against Tenants and/or financing or sales of the Building; (S) all other costs, expenses and charges properly allocable to the operation, maintenance, repair, remodeling and/or replacement of the Property; (T) all sales and other taxes, fees and other charges imposed on any item(s) included in the Operating Expenses; (U) costs and expenses of operation, maintenance, repair, remodeling, alteration, improvement and/or replacement, regardless of whether same would be deemed expenses or capital expenses under generally accepted accounting principles, which Landlord is required to perform pursuant to this Lease or which are necessary or appropriate for the continued operation of the Property in accordance with the standards for office buildings of similar class, including, without limitation, those relating to the heating, air conditioning, mechanical and electrical systems, energy saving or energy conservation systems and the Common Areas (provided that such improvements shall not include improvements expanding the size of the Building); and (V) a management or administrative fee of no more than five percent (5%) which is not in excess of the then prevailing rate for management fees of office buildings in the geographic area of the Building, if Landlord performs the function of managing the Building, or, if such management function is performed by an independent management company or other independent entity, then in lieu of the management fee as aforesaid, the management fee payable to such management company or other entity which is not in excess of the then prevailing rate for management fees of office buildings in the geographic area of the Building. If Landlord selects the accrual method of accounting rather than the cash accounting method for Operating Expenses purposes, Operating Expenses shall be deemed to have been paid when such expenses have accrued.

**4.5.2. Exclusions from Operating Expenses.** Notwithstanding anything herein to the contrary, Operating Expenses will not include: (i) principal or interest payments on loans secured by mortgages or trust deeds on the Building (except interest on the capital improvements referenced in clause (L) above), or

lease rentals paid or payable on any ground on underlying lease or expenses, fees and transaction costs (including, without limitation, legal fees) incurred in obtaining such loans or ground or underlying leases; (ii) all expenses if and to the extent that Landlord has received any reimbursement, including, without limitation, reimbursements from Tenant or other Tenant (such as reimbursement for repairs) or pursuant to contractor's or other warranties or condemnation, but excluding matters paid as by Tenant or other Tenants as Additional Rent or rent adjustment or other tax or expense pass-through or escalation expressly provided for in a Tenant lease; (iii) attorneys' fees, costs and disbursements and other expenses incurred in connection with any matters related to Landlord which are not related to the operation, maintenance, repair, remodeling, alteration, improvement and/or replacement of the Property including, without limitation, any matter related to (aa) the formation and continued existence of Landlord, (bb) any loans to Landlord relating to the Property, and (cc) the defense of Landlord's title to or interest in the Property; (iv) capital expenses for repairs or other work occasioned by a casualty, provided that all costs which are not recovered under such insurance shall be included as Operating Expenses; (v) amortization except for that attributable to capital improvements referenced in clauses (K), (L), (O) and (U) above (the cost of such items, together interest thereon at the prime rate in effect from time to time (as published by the Wall Street Journal, or if the Wall Street Journal is no longer published, a reasonable replacement selected by Landlord) plus two (2) percentage points per annum) shall be amortized over Landlord's reasonable estimate of the economic life of the major expenditure, but not to exceed fifteen (15) years); (vi) real estate brokers' commissions or compensation and other expenses (including, without limitation, architectural, space planning or engineering services) incurred in leasing or procuring Tenants; (vii) the cost of any repair made by Landlord pursuant to or as a result of condemnation provided that Landlord is reimbursed for such repairs by either the condemnation award or by insurance; (viii) expenses incurred in connection with services (including special service from Landlord's employees) or other benefits of a type which are not available or provided to Tenant but which are available to or provided to another Tenant or occupant of the Building; (ix) payments in respect of profit to parties related to Landlord for supplies or materials to the extent that the cost of such supplies or materials exceeds the cost that would have been paid had such supplies or materials been provided by parties unaffiliated with Landlord on a competitive basis; (x) charitable or political contributions; or (xi) any net income, estate, inheritance, or other land transfer or mortgage tax and any excess profit, franchise, or similar taxes on Landlord's business; provided, however, that if a tax or excise on Rent or other amounts payable by Tenant to Landlord is levied or assessed against Landlord, such tax shall not be excluded from Operating Expenses. The reference to the Property in this subparagraph shall include, as reasonably allocated by Landlord, property, improvements and/or facilities utilized in common by the Property and other buildings and/or property.

#### 4.5.3. Intentionally Deleted.

**4.6. Real Estate Taxes.** Tenant shall pay Tenant's Pro-Rata Share of the amount by which Real Estate Taxes incurred in any subsequent calendar year period after the Base Year (2021) exceeds the Real Estate Taxes incurred in the Base Year "**Real Estate Escalation**", as Additional Rent. If less than ninety-five percent (95%) of the rentable area of the Building is occupied, the calculation used to determine Tenant's obligation will be grossed up to reflect the amount Tenant would have been required to pay if ninety-five percent (95%) of the rentable area of the Building was occupied. "**Real Estate Taxes**" shall mean and include: (A) the total of all real estate taxes, personal property taxes and ad valorem taxes attributable to the Property and/or improvements within the Building, or any part thereof, including, without limitation, those made by any Tenant (including without limitation Tenant) or occupant or by Landlord), and/or attributable to the installation in the Building or any part thereof of fixtures, machinery or (including, without limitation, those made by any Tenant (including without limitation Tenant) or occupant or by Landlord), assessments, water and sewer rents and other governmental impositions, levies and charges (of or by any federal, state, municipal or other governmental or public authority, including without limitation, any school district) of every kind and nature whatsoever, extraordinary as well as ordinary, foreseen and unforeseen, and each and every installment thereof, which shall or may be levied, assessed, imposed,

become due and payable, or liens upon, or arise in connection with the use, occupancy and/or possession of, or grow due or payable out of, or from the Property or any part thereof or improvements therein or thereto; (B) any special or other assessment or levy which is imposed upon the Property; (C) any taxes attributable to or assessed by reason of any personal property located within the Building, except that which is assessed or imposed directly against a Tenant and paid for by such Tenant; (D) any tax charge, levy or excise on rents or other charges payable hereunder; (E) any tax, impost, charge, levy or excise (except income tax), however described, which is levied, assessed or imposed against Landlord on account of the Rent or other charges payable hereunder; (F) any tax, impost, charge, levy or excise, however described ("**Other Tax**") which is not included in Real Estate Taxes pursuant to the other provisions of this Section but which is or shall be a substitute, in whole or in part, for any item which is, was or would be or become included in Real Estate Taxes pursuant to the other provisions of this Section, or which is or shall be intended to produce revenue for a purpose for which any item which is, was or would be or become included in Real Estate Taxes pursuant to the other provisions of this Section was, is or shall be intended to produce revenue (whether or not such Other Tax is or shall be levied, assessed, imposed or collected by the same body); and (G) any and all costs, fees, and expenses paid to attorneys, outside appraisers and consultants for the purposes of reviewing, negotiating and/or contesting the amount of the Real Estate Taxes, the valuation or assessment of the Property (or any portion thereof) for tax purposes and any and all costs, fees and expenses arising out of or by reason of any legal or administrative proceedings related to the Real Estate Taxes. The term Real Estate Taxes shall not include personal property taxes which are payable by Tenant directly to the taxing authority. Tenant shall not contest, challenge or appeal any Real Estate Taxes

**4.7. Payment of Shared Expenses.** Commencing on January 1 of the calendar year immediately following the Base Year, and continuing thereafter during the Term, Tenant shall pay to Landlord, monthly in advance on the first day of each month, without notice or demand and without any deduction, offset or abatement, one-twelfth (1/12<sup>th</sup>) of the amount of Tenant's Pro-Rata Share of the Shared Expenses as estimated by Landlord to be incurred for the calendar year in which the monthly payments are to be made. If the Termination Date is not December 31, the monthly payments owing hereunder during the last partial calendar year of this Lease shall be appropriately adjusted. Notwithstanding the foregoing, Landlord shall provide such notice of adjustment to Shared Expenses no later than April 30 of any calendar year.

**4.8. Adjustments to Shared Expenses and Tenant's Pro-Rata Share.** As of the date of this Lease, Tenant's Pro-rata Share of Shared Expenses and the determination of Shared Expenses are based on the aggregate Shared Expenses and the aggregate rentable area of the multiple buildings that collectively constitute the Building for purposes of this Lease. At any time and from time to time, Landlord may elect to delete one or more buildings located on the Land from the calculation of Real Estate Taxes and Operating Expenses and to separately allocate and bill the Tenants in one or more of the individual buildings on the Land with respect to just the Real Estate Taxes and/or Operating Expenses allocable to such individual building(s). In such event, Landlord shall have the right to reasonably re-determine Tenant's Pro-Rata Share of the Real Estate Tax Escalation and/or Operating Expense Escalation Tenant will pay based on the aggregate rentable area of the building in which the Premises is located and such other buildings on the Land, if any, whose Real Estate Taxes and Operating Expenses are then aggregated by Landlord for billing purposes, if any. Landlord may also elect to separately bill Tenant and/or the Tenants in one or more but less than all of the buildings for the Operating Expenses relating to the building it/they occupy, separate and apart from the Operating Expenses Landlord incurs to maintain common parking areas, exterior lighting, landscaping and other expenses that are common to the Land and parking areas ("Non-Building Operating Expenses") rather than the Buildings. In such event, Landlord will determine Tenant's Pro-Rata Share of Operating Expense Escalation and Real Estate Tax Escalation relating to the building or buildings that Landlord elects to bill together (based on Tenant's rentable area divided by the total rentable area of all such aggregated buildings (with such expenses grossed up to 95% occupancy) and Landlord will separately calculate Tenant's Pro-Rata Share of Operating Expense Escalation relating to Non-Land Operating Expenses (based on Tenant's rentable area divided by the total rentable area of all such buildings

located on the Land (with such expenses grossed up to 95% occupancy)). In the event any of the foregoing occurs, Landlord shall send Tenant written notice of the changes to Tenant's Pro-Rata Share of Shared Expenses, and thereafter Tenant shall be billed and pay on such basis.

5. Intentionally deleted.

6. Intentionally deleted.

7. **TENANT'S OBLIGATIONS**

**7.1. Maintenance and Repairs.** The parties comply with, pay for, and fulfill, their respective responsibilities regarding the Leased Premises as shown in the *Maintenance and Repair Responsibility* list attached to this Lease Agreement as "**Exhibit C.**"

**7.1.1.** Tenant shall, at Tenant's expense, keep the Premises, and the fixtures and appurtenances contained therein, in good condition and repair, in a sanitary and safe condition and shall commit no waste at the Premises or any other portion of the Property. Tenant shall, at Tenant's expense, repair, replace and/or restore any damage to the Premises (and/or any other portion of the Property) including, but not limited to, the maintenance and repair of all plumbing, bathrooms, walls, paint, glass, ceilings, floors, floor coverings, windows, window dressings, fixtures, electrical systems, and other mechanical equipment located within or on the roof of the premises, Tenant's signs and doors (including garage doors) which provide ingress and egress to and from said Premises caused by Tenant (and/or Tenant's Representatives). Notwithstanding the foregoing, in the event an emergency condition within the interior of the Premises exists which Tenant, operating in good faith, is unable to timely repair, Tenant may provide Landlord with written notice thereof (an "Emergency Repair Request") and Landlord shall repair such condition within a commercially reasonable period of time thereafter. Should Tenant deliver an Emergency Repair Request, Tenant shall: i) reimburse Landlord for all costs incurred by Landlord, ii) make payment to Landlord of a reasonable service fee, and iii) hold Landlord harmless from any claims related to Landlord's presence in the Premises (gross negligence and intentional misconduct excluded).

**7.1.2.** If Tenant fails to make repairs and/or to maintain the Premises or any part thereof in a manner reasonably satisfactory to Landlord, Landlord shall have the right, in addition to Landlord's other rights and remedies, to make such repairs or perform such maintenance on behalf of Tenant, and Tenant shall pay to Landlord as Additional Rent the costs incurred by Landlord in performing such repair and/or maintenance. Failure to comply with this section is considered a default under this lease.

**7.1.3. HVAC MAINTENANCE CONTRACT.** Landlord shall maintain at all times a heating ventilation and air conditioning maintenance contract (HVAC Contract) with quarterly service no less than 4 times per year at its sole cost and expense, for the routine performance of standard HVAC system maintenance and repair, including but not limited to, periodic replacement of filters, oiling of mechanical components, maintaining drain lines, and inspection for wear and tear.

**7.2. Alterations.** Tenant shall not make allow or suffer to be made any alterations, additions or improvements to or at the Premises (or any part thereof) without the express prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion. In the event Landlord consents to any alterations, additions, or improvements to the Premises by Tenant, Tenant shall undertake such alterations, additions or improvements at Tenant's sole cost and expense and any contractor or person selected by Tenant shall first be approved in writing by Landlord. Any alterations, additions or improvements (except movable furniture and trade fixtures) shall at once become a part of the Premises and become the property of Landlord; provided, however, that upon the expiration or earlier termination of this Lease, Landlord may request that Tenant remove the same, in which event Tenant shall, at Tenant's

sole cost and expense, immediately remove any alterations, additions, or improvements made by Tenant, designated by Landlord to be removed, and Tenant shall, immediately and at its sole cost and expense, repair any damage to the Premises caused by such removal and restore the Premises to its original condition, reasonable wear and tear excepted.

**7.3. Surrender of Premises.** Upon the expiration or termination of this Lease, by lapse of time or otherwise, Tenant shall vacate and surrender the Premises in the same condition in which it was received, improvements excepted, excepting only reasonable use and wear and tear, free and clear of liens or encumbrances created by, through or under Tenant. Tenant shall clean the Premises, including removing all Tenant's personal property and trash. Tenant shall repair any damage to Landlord's property resulting from such removal. Should Tenant fail to perform any of the obligations above, Landlord may restore the Premises and the Building at the sole cost and expense of Tenant. In addition, if Tenant fails to remove any of Tenant's personal property, or any alterations, additions or improvements that Landlord has requested be removed by Tenant, from the Premises or the Building upon the termination or expiration of this Lease, Landlord may at its option remove the same and store or dispose of the same without liability to Tenant for the loss thereof or damage thereto. Tenant shall, on demand, reimburse Landlord for any and all expenses incurred in such removal and storage, including, without limitation, reasonable court costs and attorney's fees. Landlord may, in its sole and absolute discretion, and without notice to Tenant, sell Tenant's personal property or any part thereof in any manner (including, without limitation, at private sale and without legal process) and for any price that Landlord deems fit. Landlord shall apply the proceeds of the sale first to the expenses incurred in connection with the removal (and storage) of Tenant's personal property and any alterations, additions or improvements and/or the sale of the personal property and then to any amounts due and owing by Tenant to Landlord pursuant to this Lease. Landlord shall hold any remaining balance of the proceeds of such sale, without interest, for the benefit of Tenant. This provision shall survive the expiration or sooner termination of this Lease.

#### **7.4. Liens.**

**7.4.1. Mechanic's Liens.** In accordance with the applicable provisions of the State of Florida's Mechanic's Lien Law and specifically Florida Statutes, Section 713, no interest of Landlord whether personally or in the Premises, the Building, the Land, or the leasehold interest therein, or any portion of the foregoing, shall be subject to liens for improvements made by Tenant or caused to be made by Tenant hereunder. Further, Tenant acknowledges, with respect to improvements or alterations made by Tenant or caused to be made by Tenant hereunder, Tenant shall promptly notify the contractor making such improvements to the Premises of the terms of this Section 7.4. Notwithstanding the foregoing, if any lien is claimed against the Premises, the Building, the Land or any improvements made by Tenant or caused to be made by Tenant, Tenant shall have ten (10) days after receipt of notice thereof to remove said lien at Tenant's expense. If Tenant fails to do so, such failure shall constitute an event of default hereunder and, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same. Any amounts paid by Landlord pursuant to this Section 7.4 shall be paid by Tenant to Landlord within ten (10) days after receipt of Landlord's demand therefore. Tenant shall, prior to commencing any work for which a notice of commencement is required pursuant to Florida Statutes, Section 713, record such notice in the public records of the county in which the Property is located, identifying Tenant as the party for whom the work is being performed, summarizing the provisions of this Section excepting Landlord's interests from liens and requiring the service of all notices, liens or claims of lien upon Landlord. Tenant shall send a copy of the notice to Landlord.

#### **7.4.2. Intentionally Omitted.**

**7.5. Signs and Other Structures.** Tenant shall not place or maintain or permit or suffer to be placed or maintained any signs, awnings structures, materials or advertisements of any kind whatsoever on the

exterior of the Premises or the Building (including, without limitation, on any exterior windows in said Building) or within the Premises (including, without limitation, on the interior walls, partitions or doorways) if the same may be visible from the public hallways or other Common Areas of the Building without the prior written consent of Landlord which consent may be withheld in Landlord's sole and absolute discretion. TENANT agrees to submit to LANDLORD, two (2) copies of a drawing of any proposed sign for LANDLORD'S approval. TENANT agrees to strictly adhere to the Center Sign Criteria, which is annexed hereto as **Exhibit "B"**, and any requirements of any applicable governmental authority. Tenant shall, at Tenant's expense, maintain, in good condition and repair and in accordance with Landlord's policies, any signs approved by Landlord. Tenant shall immediately remove any signs, awning structures, materials or advertisements which are installed in violation of the foregoing and/or not maintained in accordance with this Lease, and, if Tenant fails to do so, such failure shall constitute an event of default hereunder and, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, remove the same and any amounts paid by Landlord pursuant to this Section 7.5 shall be paid by Tenant to Landlord within ten (10) days after receipt of Landlord's demand therefore. TENANT agrees to remove any signs from the exterior building fascia at the termination of this lease and to restore said fascia to its original condition. Any expenses incurred in connection with the provisions of this paragraph shall be paid by TENANT. Landlord shall list Tenant's name on any directory for the Building. Additionally, Landlord will install Building standard identification signage on or adjacent to Tenant's suite door.

**7.6. Internet and Telephone.** Tenant has the right to select and provide its own internet and telephone service provider for the Premises from the list of service providers at the Building to be provided by Landlord.

**7.7. Landlord's Name.** Nothing contained in this Lease shall be construed to grant Landlord or Tenant any right to use, and Landlord and Tenant shall not use, the other party's name and/or any marks or logos associated with the other party; provided, the foregoing shall not be deemed a limitation on Landlord's right to make reference to Tenant as a current tenant of the Property in Landlord's marketing or advertising material(s) relating to the lease or sale of the Property, in whole or in part

## **8. UTILITIES AND SERVICES**

**8.1. Landlord's Obligations.** Landlord shall furnish to the Premises, subject to the Rules and Regulations, the following services (collectively, the "Services"):

Automatically operated elevator service, public stairs and water at those points of supply provided for general use of Tenants at all times and on all days throughout the year.

**8.1.1. No Liability.** Tenant's obligations under this Lease, including, without limitation, its obligation to pay Rent, are independent of Landlord's obligations under this Lease. Landlord shall not be liable for any failure to furnish any of the Services and Tenant shall not be entitled to any abatement, deduction or setoff of Rent by reason of such failure or for any other reason. Landlord shall not be liable for any loss or injury to Tenant's (or Tenant's Representatives') property, however occurring, in connection with, arising from or incidental to the failure to furnish any Services, nor shall any such failure be construed as a constructive eviction or relieve Tenant of or from Tenant's duty to pay the full amount of Rent and any other sums due under this Lease. Except for loss or damage arising out of LANDLORD'S gross negligent acts, LANDLORD shall not be liable to Tenant or to Tenant's employees, agent or invitees, for any injury or damage to person or property in or about the property.

**8.1.2. Maintenance and Repair.** Landlord shall be responsible for the repair and maintenance of the Property (other than the Premises) including the Common Areas, roof, foundation, exterior walls and



structural components consistent with the operation of similar office buildings in the vicinity of the Building, except that Tenant shall be responsible for any repair and/or maintenance required due to, resulting from, or relating to, directly or indirectly: (i) any default by Tenant under this Lease; (ii) any negligent or willful act or omission including, but not limited to those, Tenant or Tenant's Representatives, invited or uninvited guests, or customers; or (iii) any use of the Premises not consistent with normal office use (by way of example and not limitation, Landlord shall only be responsible for the removal of trash normally produced by normal office use) in Landlord provided dumpsters in back of building.

**8.1.3. Duty to Report Defective Conditions.** Tenant shall report immediately in writing to Landlord any defective condition in, on or about the Premises known to Tenant whether Tenant is obligated to repair such defective condition or not. Failure to report any such defective condition shall make Tenant liable to Landlord for any expense or damage resulting from such failure to notify Landlord.

**9. PARKING AND COMMON AREAS** In addition to the Premises, Tenant shall have the non-exclusive use of the automobile parking areas and other Common Areas (as designated by Landlord from time to time), subject to the Rules and Regulations regarding the use thereof, as may from time to time be prescribed by Landlord, and subject to applicable Laws; provided that Tenant and its employees, vendors, contractors and invitees may not, in the aggregate, use more than four (4) parking spaces for each one thousand (1,000) rentable square feet of area contained within the Premises. All vehicles shall be parked only in areas designated by Landlord. No specific parking spaces shall be assigned to TENANT unless otherwise agreed by lessor in writing. LANDLORD shall have the right to reserve parking spaces and to condition the changes as it deems necessary to maintain and control adequate parking facilities for the Building. Tenant shall not park (or permit or suffer any of Tenant's Representatives to park) any vehicle on the Property overnight or extended periods of time. Vans, recreational, service or any oversized vehicles are not permitted on the Property at any time. Landlord shall not be liable for any damage of any nature whatsoever or any theft of vehicles or the contents thereof, while in or about the parking areas. Landlord may tow any vehicle, at Tenant's expense, which is in violation of these restrictions. The Common Areas are subject to the exclusive management and control of Landlord and may be utilized by Landlord for any purpose or in any manner. Landlord reserves the right to change, reduce, expand, alter and/or reconfigure the Common Areas.

## **10. INSURANCE; WAIVER AND INDEMNIFICATION**

**10.1. Indemnity of Landlord.** To the extent permitted by law, Tenant shall defend, indemnify and hold Landlord and Landlord's Affiliates (defined below) (collectively, the "**Landlord Indemnified Parties**"), harmless from and against all Claims (defined below), relating to, arising from or out of, or alleged to have arisen from or out of, Tenant's negligent or wrongful act or any failure by Tenant to perform any of the agreements, terms, covenants or conditions on Tenant's part to be performed under this Lease. To the extent that any of the foregoing indemnity obligations are violative of or unenforceable under applicable law including the principle of sovereign immunity, such provisions shall be deemed stricken from this Lease and the balance of this Subsection shall be reformed to be compliant with applicable law. Anything to the contrary notwithstanding, for so long as the Premises is subleased by Tenant to Central Florida Family Health Center, Inc., d/b/a True Health ("True Health"), the foregoing shall not apply to Claims relating to True Health, provided however, for the duration of the aforementioned sublease, Tenant shall require True Health to maintain insurance consistent with the requirements of this Section 10. This Section 10.1 shall survive the expiration or any sooner termination of this Lease.

**10.2. Landlord's Insurance.** Landlord shall insure the Building and shall maintain general liability and other insurance in such amounts as may be required by Landlord's mortgagee or in such amounts as Landlord, in its sole and absolute discretion, may deem appropriate. In the event the premium charged for any such policies shall be increased due to the type of merchandise sold or the services rendered by

TENANT, TENANT shall within thirty (30) days or receipt of notice thereof by LANDLORD, pay to LANDLORD such excess in premium. All such insurance shall be for the sole benefit of Landlord and, if required, Landlord's mortgagee.

**10.3. Tenant's Insurance.** Tenant shall, at Tenant's sole expense, obtain and keep in force during the Term (including, without limitation, any extension or renewal thereof, if any) and pay all premiums therefor as they become due:

**10.3.1.** All risk/special-form property insurance (or an equivalent policy that becomes the insurance industry standard in the future as to a comparable geographic region) of fire (12) months;

10.3.1.2 plate glass insurance covering all plate glass on the Demised Premises at full replacement value;

10.3.1.3 construction policies designated necessary by LANDLORD with regard to TENANT's, or TENANT's contractors' work, as well as with regard to the construction of alterations including, but not limited to, contingent liability and "all risk" builders' risk insurance; and

10.3.1.4 on all of its personal property, including, without limitation, removable trade fixtures, located in the Premises, and on all leasehold improvements and all additions and improvements made by Tenant for not less than the full replacement cost thereof;

10.3.1.5 comprehensive general liability insurance, including contractual liability coverage, insuring Landlord, Landlord's Affiliates and any mortgagees designated by Landlord (as an additional insured and referred to herein as the "Additional Insureds") and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto with minimum limits of One Million Dollars (\$1,000,000.00) for any loss of or damage to property from any one accident, and Two Million Dollars (\$2,000,000.00) for death of or injury to any one person from any one accident and a general aggregate limit of no less than Three Million Dollars (\$3,000,000.00);

10.3.1.6 if and to the extent required by applicable Laws, workman's compensation and employer's liability insurance with minimum limits of One Million Dollars (\$1,000,000.00) or such greater amount as required by applicable Laws;

10.3.1.7 commercial automobile liability coverage, with combined single limits acceptable to Landlord, for Tenant and any of Tenant's employees (including independent contractors) working at, or using, the Premises; and

10.3.1.8 such other additional insurance coverages/amounts as are commonly insured against in the case of premises similarly situated to the Premises.

**10.3.2.** Tenant's insurance shall be with insurance companies approved by Landlord. No insurance shall be approved by Landlord if the company is not: (i) a responsible insurance carrier authorized to issue the relevant insurance, (ii) licensed in the State of Florida, and (iii) at least A- rated in the most current edition of Best's Insurance Reports. All of Tenant's insurance coverage shall be primary and not contributory to any insurance carried by Landlord, Landlord's Affiliates and/or any mortgagees designated by Landlord and shall contain a severability of interest clause. Each policy of insurance shall contain an endorsement affording thirty (30) days prior notice (except ten (10) days prior notice for non-payment of premium) to Landlord by certified mail in the event of cancellation, non-renewal, material modification or reduction in coverage and such endorsement must be evidenced on the certificate of insurance. The policies



shall also provide that any property losses payable thereunder shall be adjusted with Landlord, Landlord's Affiliates and/or any mortgagees designated by Landlord, and proceeds shall be paid according to the insurable interests of each party; and shall contain a provision to the effect that the policy shall not be invalidated, and shall remain in full force and effect, if any insured provides a waiver of subrogation and a provision whereby the insurer itself provides a waiver of subrogation against Landlord, Landlord's Affiliates and/or any mortgagees designated by Landlord. Tenant shall immediately notify (and cause its insurers or insurance broker to notify) Landlord in writing of receipt by Tenant of any notice of pending or actual cancellation or rescission received from an insurance carrier referring to or relating to any of the policies required by this Lease.

**10.3.3.** The insurance requirements set forth herein shall not limit Tenant's liability. The inclusions, coverage and limits are minimums. The required minimum policy limits shall not be construed as a limitation of Landlord's rights under any policy with higher limits, and no policy maintained by Tenant shall be endorsed to include such a limitation. Nothing contained herein shall be construed as limiting the type, quality or quantity of insurance coverage that Tenant should maintain. Tenant is responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein. If Tenant shall fail to procure and maintain the insurance, Landlord may, but shall not be required to, procure and maintain same, but at the expense of Tenant.

**10.3.4.** Tenant shall deliver to Landlord, prior to occupancy of the Premises, copies of Tenant's insurance policies and applicable endorsements (not Certificates) evidencing the existence and amount of such insurance, with loss payable clauses satisfactory to Landlord. Notwithstanding anything herein to the contrary, Landlord shall have the right to review Tenant's insurance every year and may require Tenant to alter its insurance coverage to cover the effects of inflation and to include or eliminate certain provisions in Tenant's insurance policy that reflects the then-current industry standards for the type of insurance coverage.

**10.4. Mutual Release and Waiver of Subrogation.** All policies shall name LANDLORD and any successors or assigns as additional insured and shall be obtained from a company satisfactory to LANDLORD. Notwithstanding anything herein to the contrary, Landlord and Tenant, and all parties claiming, by, through or under them, mutually release and discharge each other from all claims and liabilities arising from or caused by any casualty or hazard covered or required hereunder to be covered in whole or in part by property insurance on the Premises or in connection with property on or activities conducted on the Premises, and waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof and further agree to evidence such waiver by endorsement to the required insurance policies. All policies of insurance required to be maintained by Tenant, and policies of Tenant's contractors and subcontractors, shall contain a Waiver of Subrogation Endorsement in favor of all Additional Insureds. If Tenant is permitted to self-insure for any of the insurance coverages required to be provided herein, Tenant hereby waives against Landlord, its parents, partners, joint venturers, subsidiaries and affiliates, property managers, and against the Additional Insureds if not listed above, all claims, including any and all rights of subrogation which may exist, for all losses and damages no matter how caused, which were or could have been insured for under any policy of insurance required to be obtained by Tenant. This waiver of liability and waiver of subrogation expressly includes any cause of loss due to the sole or concurrent negligence of any Additional Insured. If Tenant shall, for any reason, fail to obtain from its insurance carrier(s) the required Waiver of Subrogation Endorsement, the Tenant shall fully and completely defend and indemnify the Landlord and all Additional Insureds from any claims and demands, including lawsuits, brought against Landlord and/or the Additional Insureds by any insurance company which insured Tenant for a paid loss and which seeks to recover amounts paid under Tenant's policy.

**10.5. Work Performed by Tenant in the Premises.** Any time Tenant, with Landlord's approval, retains any contractors or subcontractors to perform any work in the Premises (including any Tenant Improvements, if provided for in this Lease) Tenant shall, at Tenant's sole expense, obtain and keep in

force, and/or require its contractor and all subcontractors, at such contractor's and/or subcontractor's sole expense, during the performance of any work within the Premises, the insurance described in Section 10.3. No work shall commence unless and until all required insurance documentation has been delivered to and approved by Landlord.

**10.5.1. Defined Terms.** As used herein, the following terms shall have the following meanings:

10.5.1.2 "**Affiliate**" shall mean, as to an entity, any entity that, directly or indirectly, controls, is controlled by or is under common control with such entity and the respective shareholders, members, officers, directors, managers, partners, agents, employees, sublessees, assignees, designees, contractors, subcontractors, delegees, concessionaires, licensees, franchisees, invitees, representatives, successors and assigns of each; *provided, however*, that in no event shall Tenant and Landlord be affiliates of each other.

10.5.1.3 "**Claims**" shall mean any and all obligations, settlements, judgments, liabilities, losses, damages, injunctions, claims, suits, actions, proceedings, fines, fees, penalties, liens, demands, costs, charges, expenses and assessments of every kind or nature, including reasonable fees of attorneys and other professionals through all appeals, and disbursements which may at any time be imposed on, incurred by, or asserted or awarded against a person or entity required to be indemnified pursuant to this Lease.

**10.6. Waiver.** Landlord, its agents and employees, shall not be liable for, and Tenant waives all claims for, loss or damage, including but not limited to consequential damages, to person, property or otherwise, sustained by Tenant or any person claiming through Tenant resulting from any accident, casualty or occurrence in or upon any part of the Property including, but not limited to, claims for damage resulting from: (a) any equipment or appurtenances becoming out of repair; (b) Landlord's failure to keep any part of the Property in repair; (c) injury done or caused by wind, water, or other natural element; (d) any defect in or failure of: plumbing, heating or air conditioning equipment; electric wiring or installation thereof; gas, water, and steam pipes; stair; porches; railings; or walks; (e) broken glass; (f) the backing up of any sewer pipe or downspout; (g) the bursting, leaking or running of any tank, tub, washstand, water closet, waste pipe, drain or any other pipe or tank in, upon or about the Premises; (h) the escape of steam or hot water; (i) water, snow or ice upon the Property; (j) the falling of any fixture, plaster or stucco; (k) damage to or loss by theft or otherwise of property of Tenant or others; (l) acts or omissions of: persons in the Premises; other Tenants in or on the Property; occupants of nearby properties; or any other persons; and (m) any act or omission of: owners of adjacent or contiguous property; Landlord, its agents or employees. All property of Tenant kept in the Premises shall be so kept at Tenant's risk only and Tenant shall save Landlord harmless from claims arising out of damage to the same, including subrogation claims by Tenant's insurance carrier.

## **11. DAMAGE BY CASUALTY AND CONDEMNATION**

**11.1. Damage by Casualty.** If the Premises or the Building are damaged by fire or other casualty, and Landlord has adequate insurance coverage, Landlord shall repair the damage, provided the repairs can be made within one hundred eighty (180) days from the date of casualty and provided Landlord receives insurance proceeds adequate to pay for the cost of the repairs. During the period of repair, this Lease shall remain in full force and effect except that Tenant shall be entitled to a proportionate reduction in Rent and other monetary obligations while such repairs are being made, as determined by Landlord. The proportionate reduction shall be based upon the extent to which the damage or casualty materially affects the ability of Tenant to use the Premises for the Permitted Use. If Landlord determines that the repairs cannot reasonably be made within the one hundred eighty (180) day period, or if insurance proceeds are not available to cover the cost of said repairs, Landlord shall have the option either: (1) to repair or restore such damage, this Lease continuing in full force and effect but the Rent to be proportionately reduced as

above stated; or (2) give notice to Tenant at any time within one hundred and twenty (120) days after the date of the casualty terminating this Lease. Landlord shall not be liable (i) for any damage to Tenant's property located in the Demised Premises, regardless of the cause of such damage, (ii) for any acts or omissions of other Tenants of the Property, nor (iii) for any condition of the Demised Premises whatsoever unless Landlord is responsible for the repair thereof and has failed to make such repair after notice from Tenant of the need therefore, and expiration of a reasonable time for the making of such repair.

**11.2. Lease Termination by Landlord.** If Landlord gives notice to Tenant terminating this Lease, all Rent and other sums shall be paid up to the date of casualty. If the Premises was rendered unusable by such casualty, Landlord shall refund to Tenant any Rent theretofore paid applicable to any period of time subsequent to the applicable date of such termination. Notwithstanding anything to the contrary contained in this Lease, Landlord shall not be required to repair any injury or damage by fire or other casualty to, or to make repairs or replacements of, any paneling, decorations, partitions, railings, ceilings, floor coverings, office fixtures and/or any other property installed in the Premises by Tenant.

**11.3. Tenant's Negligence.** If the leased premises or any portion of the building be damaged by fire or other casualty resulting from the fault or negligence of TENANTS, its officers, agents or employees or any other persons on the property with the permission of TENANT, the rent hereunder shall not be diminished or abated during the repair of such damage and TENANT shall be liable to LANDLORD for the cost of the repair and restoration of the building causes thereby, as well as other cost and expense thereby incurred by LANDLORD, to the extent that such cost and expense is not covered by LANDLORD'S insurance proceeds.

**11.4. Condemnation.** If all or a material portion (as determined by Landlord) of the Premises, the Building or the Land (notwithstanding the fact that the Premises may not be affected by such taking or appropriation) shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain, Landlord shall have the right at its option, to terminate this Lease, and Landlord shall be entitled to any and all income, rent, awards and other compensation, and any and all interest therein, whatsoever that may be paid or made in connection with such public or quasi-public taking, use or purpose and Tenant shall have no claim against Landlord or the condemning authority for the value of the unexpired portion of the Term, if any, or otherwise, except as expressly provided herein. Tenant may, however, in a separate, subsequent proceeding make a claim for trade fixtures installed in the Premises, at Tenant's expense, Tenant's moving costs and Tenant's attorney's fees. If only a non-material portion of the Premises, the Building or the Land shall be so taken or appropriated, and Landlord does not terminate this Lease in accordance with the foregoing, then this Lease shall continue in full force and effect and the Rent thereafter to be paid shall be equitably reduced. Tenant may terminate this Lease by reason of taking or an appropriation under eminent domain authority only if such taking or appropriation shall be of such extent and nature as to substantially handicap, impede or impair Tenant's use of the Premises for the Permitted Use.

## **12. ASSIGNMENT AND SUBLETTING**

Tenant may not, without the prior written consent of Landlord, which consent may be withheld by Landlord in its sole and absolute discretion, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease, or any interest therein, by operation of applicable Laws or otherwise, nor sublet the Premises or any part thereof, or permit any party other than Tenant and its employees to use the Premises. Consent by Landlord to one assignment or sublease shall not destroy or waive this provision and all other assignments and subleases shall likewise be made only upon the prior written consent of Landlord. In the event of a proposed sublease or assignment, Landlord may, in lieu of consenting or denying such assignment or sublease, cancel this Lease as to the space proposed to be assigned or sublet. If such cancellation is only for part of the Premises, then equitable adjustments shall be made to the Base Rent and other sums payable

by Tenant pursuant to this Lease. If Landlord consents to an assignment or sublet (i) Tenant shall not be released from such obligations or liabilities under this Lease, and (ii) any extensions, renewals, first refusal rights or options hereunder will automatically be of no force or effect for the assignee or sublessee or Tenant. If Tenant is an entity, any change to the structure of such entity or any disposition(s) of any of the interests therein by sale, assignment, operation of law or otherwise, or any change in the power to vote the interests therein, will be treated as a prohibited assignment of this Lease requiring Tenant to obtain Landlord's prior written consent. If any assignment or subleasing is consented to by Landlord, Tenant shall pay to Landlord any Rent or other consideration received by Tenant in excess of the amount of Rent and other sums which Tenant is paying to Landlord during the term of the assignment or sublease (apportioned as appropriate). Each sublessee and assignee shall become and shall expressly agree in writing to become liable to Landlord for all obligations and liabilities of Tenant, without relieving Tenant's liability therefor. Any attempt by Tenant to sublease or assign its interest hereunder without Landlord's consent shall be null and void and of no effect. Furthermore, such attempted assignment or sublease shall constitute a default hereunder. If this Lease is assigned by operation of law under any bankruptcy or insolvency Laws, the assignee shall provide Landlord with adequate assurance of future performance of this Lease.

### **13. SALE OR MORTGAGE BY LANDLORD**

**13.1. Mortgagee's Rights.** This Lease is and shall be subject, subordinate and inferior to any mortgage, mortgage deed and/or other security agreement or instrument now or in the future encumbering the Property (or a portion thereof), any and all amendments, renewals, enlargements, expansions and replacements thereof, and to all advances already made, or which may be hereafter made, thereunder or with respect thereto. If any mortgagee, its successors or assigns, or any purchaser of the Premises at a foreclosure sale or by deed in lieu of foreclosure, acquires title to the Premises and elects not to terminate this Lease, such mortgagee or purchaser shall not be bound by any Rent paid by Tenant for more than one (1) month in advance, subject to any offset or deduction against any prior Landlord, or be liable for any default under this Lease by any prior Landlord, or be liable for the payment of any of the Tenant's Improvements or other work performed by or on behalf of Tenant, or for any other allowance or concession, or for the return of any Security Deposit not delivered to it. While the aforesaid subordination is automatic, Tenant shall, nonetheless, upon request, execute any document which Landlord may deem necessary or appropriate to memorialize or accomplish that end. If Tenant fails to do so within five (5) days after Landlord's request, the same may, at Landlord's election, in its sole and absolute discretion, terminate this Lease or Landlord may execute such document or documents in the name of the Tenant and as the act and deed of Tenant and Landlord is hereby granted an automatic power of attorney by Tenant and this authority and power is hereby declared to be coupled with an interest in real estate and not revocable.

**13.2. Estoppel Certificates.** Tenant, at any time and from time to time, at the request of Landlord (including at the time of the Commencement Date), or of any mortgagee or purchaser or any prospective mortgagee or purchaser of the Property (or a portion thereof), will execute, acknowledge and deliver to Landlord, or such mortgagee or purchaser or prospective mortgagee or purchaser requesting the same, a certificate executed by an officer of Tenant certifying:

**13.2.1.** That this Lease is unmodified and in full force and effect (or, if there had been modifications, that the same is still in full force and effect as modified and stating the modifications);

**13.2.2.** Whether or not there are then existing any offsets or defenses against the enforcement of any of the terms hereof (and, if so specifying same);

**13.2.3.** That there exists no condition or event which constitutes an event of default hereunder or which, after notice or lapse of time, or both, would constitute an event of default or if any such condition or event exists, specifying the nature and period of existence thereof and what action Tenant has taken, is

taking and proposes to take with respect thereof;

**13.2.4.** The date through which the Rent and other sums or other charges and deposits have been paid in advance; and

**13.2.5.** The amount of rentable square footage comprising the Premises and the Commencement Date of this Lease.

The certificate shall also include other information reasonably requested by Landlord. It is agreed by Tenant that any such certificate may be relied upon by Landlord, any purchaser or prospective purchaser and any mortgagee or prospective mortgagee of the Property (or a portion thereof).

The Orange County Board of County Commissioners hereby delete limited signature authority to the Manager of the Real Estate Management Division to execute such estoppel certificate.

**13.3. Foreclosure.** In the event of foreclosure, or the transfer of title by a deed in lieu of foreclosure, Tenant agrees, upon request to attorn to the purchaser or transferee pursuant to any such transfer in lieu of foreclosures or at foreclosure sale and at the option of such purchaser or transferee, Tenant shall thereafter remain bound, pursuant to the terms of this Lease as if a new and identical Lease between such purchaser or transferee, as Landlord, and Tenant, as Tenant, has been entered into for the remainder of the Term.

**13.4. Sale or Transfer.** In the event of sale or conveyance of the Property (or a portion thereof) foreclosure, or the transfer of title by a deed in lieu of foreclosure, Tenant agrees, upon request, to attorn to the purchaser or transferee pursuant to any such transfer in lieu of foreclosures or at foreclosure sale and at the option of such purchaser or transferee, Tenant shall thereafter remain bound, pursuant to the terms of this Lease as if a new and identical Lease between such purchaser or transferee, as Landlord, and Tenant, as Tenant, has been entered into for the remainder of the Term. In the event of any sale or conveyance of the Property (or a portion thereof), including, without limitation, a foreclosure, or the transfer of title by a deed in lieu of foreclosure, such sale or conveyance shall operate to release Landlord from any future liability arising out of any of the covenants or conditions, expressed or implied, herein contained in favor of Tenant. In such event, Tenant agrees to look solely to Landlord's successor-in-interest in and to this Lease. This Lease shall not be affected by any sale or other conveyance by Landlord and Tenant agrees to attorn to the purchaser or assignee of the Premises.

#### **14. DEFAULTS AND REMEDIES**

**14.1. Tenant's Defaults.** The following shall be considered events of default by Tenant under this Lease:

**14.1.1.** Rent or any other monetary amounts owed by Tenant hereunder, are not paid within ten (10) business days after the date due;

**14.1.2.** Tenant fails to comply with a term, provision or covenant of this Lease, or Tenant violates any Rules and Regulations now or hereafter established, and such failure is not cured within ten (10) days after receipt of notice from Landlord advising Tenant of such default;

**14.1.3.** Tenant fails to supervise or instruct Tenant's Representatives to conduct themselves in a businesslike manner when in the Premises or in any Common Areas inside or outside the Building including, by way of example and not limitation, loitering or destroying Landlord's property, or any other Tenant's property in the Building;

**14.1.4.** To the extent permitted by applicable Laws, any petition is filed by or against Tenant under any section or chapter of the Federal Bankruptcy Act as amended (and with respect to an involuntary petition, Tenant shall not have discharged or caused same to be discharged within thirty (30) days from the date of filing or such petition), or Tenant makes an assignment for the benefit of creditors;

**14.1.5.** Tenant becomes insolvent or makes a fraudulent transfer;

**14.1.6.** Tenant assigns all or a portion of this Lease, or any interest hereunder, in violation of Section 12;

**14.1.7.** A receiver is appointed for a substantial part of all of the assets of Tenant and said receiver is not discharged within thirty (30) days after the date of appointment thereof; or

**14.1.8.** Tenant abandons the leased premises (an absence of substantial activity by TENANT in the leased premises for more than ten (10) consecutive days.

**14.2. Landlord's Remedies.** Upon the occurrence of any of the foregoing events of default, Landlord may pursue, to the fullest extent permitted by Laws, any one (1) or more of the following remedies and/or any other remedy or remedies provided for or allowed at law or in equity, separately or concurrently or in any combination, without any further notice or opportunity to cure (except as specifically provided herein below) or demand whatsoever:

**14.2.1.** Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord. Should Tenant fail to surrender the Premises, Landlord may, without further notice and without prejudice to any other remedy Landlord may have under this Lease, in law or at equity, enter the Premises, refuse to repair and/or maintain, or disconnect any mechanical or electrical system or to provide services to the Premises and expel or remove Tenant and Tenant's personal property. Landlord shall not be liable for any injury to person or damage to property or for any other loss, damage or expense in connection with, relating to or arising from the foregoing. Tenant releases and shall indemnify, defend and hold harmless Landlord for all Claims in connection with, relating to or arising from the foregoing and all losses and damages that Landlord may suffer by reason of such termination, whether through inability to re-let the Premises, or through decrease in Rent, or otherwise;

**14.2.2.** Declare the entire amount of Rent and other sums that would otherwise have become due and payable through the remainder of the Term to be due and payable immediately, in which event Tenant shall pay the same to Landlord within five (5) days after request by Landlord. Landlord and Tenant agree that such payment shall not constitute a penalty or forfeiture but is payment of liquidated damages. Furthermore, the acceptance of such payment by Landlord shall not constitute a waiver of any failure of Tenant to comply with any term, provision, or covenant of this Lease;

**14.2.3.** Enter the Premises as the agent of Tenant and re-let the Premises as the agent of Tenant, and receive the Rent therefor, and Tenant shall pay to Landlord, on demand, any deficiency that may arise in the event of such reletting, including, but not limited to, any deficiency in Rent paid by the new Tenant compared to the Rent payable by Tenant hereunder, brokerage commissions that Landlord may pay in connection with such reletting and any amounts Landlord expends for Tenant improvements in connection with such reletting. Landlord shall not be liable for any injury to person or damage to property or for any other loss, damage or expense in connection with, relating to or arising from the foregoing. Tenant releases and shall indemnify, defend and hold harmless Landlord for all Claims in connection with, relating to or arising from the foregoing and all losses and damages that Landlord may suffer by reason of such termination, whether through inability to relet the Premises, or through decrease in Rent, or otherwise; and/or

**14.2.4.** As agent of Tenant, do whatever Tenant is obligated to do under this Lease and enter the Premises in order to accomplish this purpose. Tenant shall reimburse Landlord immediately upon demand for any expense that Landlord may incur in effecting compliance with this Lease on behalf of Tenant, and Tenant further agrees that Landlord shall not be liable for any injury to person or damage to property or for any other loss, damage or expense in connection with, relating to or arising from the foregoing. Tenant releases and shall indemnify, defend and hold harmless Landlord for all Claims relating to or in connection with the foregoing and all losses and damages that Landlord may suffer by reason of such termination, whether through inability to relet the Premises, or through decrease in Rent, or otherwise.

**14.3. No Limitation of Rights.** Pursuit by Landlord of the any of the options set forth in Section 14.2 shall not constitute an election of remedies nor shall it preclude or limit any other rights and/or remedies available to Landlord under this Lease, at law or in equity. Further, no termination of this Lease by lapse of time or otherwise shall affect Landlord's right to collect any Rent due, outstanding and/or accrued during the Term. No action or omission by Landlord or its employees and agents during the Term shall be deemed an acceptance or surrender of the Premises nor a constructive eviction by Landlord and an agreement to accept a surrender of the Premises shall only be valid if in writing and signed by an officer of Landlord.

**14.3.1. Abandonment.** If the Premises is abandoned, in conjunction with the non-payment of Rent or another default under this Lease, any personal property belonging to Tenant and left on the Premises shall, at the option of Landlord, be deemed abandoned, and the rights conferred upon Landlord by this Lease with regard to the disposition of said personal property shall remain in full force and effect.

**14.3.2. Right of Landlord to Perform.** All covenants and obligations to be performed by Tenant under this Lease shall be performed by Tenant at Tenant's sole cost and expense and without any abatement of Rent or other sums due. If Tenant shall fail to pay any sum of money, other than the payment Rent, or shall fail to perform any action so required under this Lease, and such failure shall continue for ten (10) days after notice thereof by Landlord (provided, however, in the event of an emergency no such notice shall be necessary), Landlord may, but shall not be obligated to, perform any such acts on Tenant's behalf. Any cost so incurred by Landlord, together with interest thereon, at the reasonable market rate by applicable Laws, shall be payable to Landlord on demand. Landlord's performance of the foregoing shall in no way waive or release Tenant from any obligation of Tenant under this Lease, or limit or affect any of Landlord's rights or remedies under this Lease, at law or in equity.

**14.3.3. Dishonored Checks.** If Tenant makes payment to Landlord with a check which is refused by the drawee because of lack of funds, or credit, Landlord shall have the right, in addition to Landlord's other rights and remedies, to collect a service charge of Forty Dollars (\$45.00) (or the maximum amount as permitted by Florida Statute 832.08), or five percent (5%) of the face amount of the check, whichever is greater. This charge is for extra expenses incurred by the Landlord in handling delinquent payments and shall not be considered interest or penalty. If it is necessary for Landlord to bring a legal action for recovery, Tenant shall be additionally liable for court costs and attorney's fees.

**14.4. Repetitive Default.** Notwithstanding anything to the contrary contained in this Lease, where Tenant is entitled to receive notice and opportunity to cure a default or breach, Tenant shall only be entitled to such notice and opportunity to cure on account of the same or similar default or breach only one (1) time during any twelve (12) calendar month period, and any subsequent default, breach or failure of the same or similar type during such twelve (12) calendar month period shall automatically constitute an event of default without the giving by Landlord of any notice or opportunity to cure whatsoever.

**14.4.1. Re-Entry and Reletting.** Exercise by Landlord of any remedy or remedies shall not be deemed to be an acceptance of surrender of the Premises by Tenant. Surrender can be affected only by the

written agreement of Landlord and Tenant. No alteration of locks or other security devices and no removal or other exercise of dominion or repossession by Landlord over any property at the Premises, whether by distress warrant, forcible detainer proceedings, sequestration proceedings or otherwise, shall be deemed unauthorized or constitute a conversion (and all Claims for damages by reason thereof are hereby waived by Tenant). Tenant specifically agrees that any re-entry by Landlord may be pursuant to a judgment obtained in forcible detainer proceedings or other legal proceedings or without the necessity for any legal proceedings as Landlord may elect in accordance with applicable Laws, and Landlord shall not be liable in trespass or otherwise. Landlord shall not have any obligation to relet or attempt to relet the Premises, or any portion thereof, or to collect Rent after reletting, and in the event of reletting, Landlord may relet the whole or any portion of the Premises for any period, to any Tenant, and for any use and purpose and in no event shall Tenant be entitled to any excess of any rental obtained by reletting over and above the rental herein reserved.

**14.5. Recapture.** If this Lease is terminated due to a default by Tenant, then the unamortized portion of: (i) any brokerage fees expended by Landlord to procure this Lease; (ii) any amounts expended by Landlord to perform any work to make the Premises ready for occupancy by Tenant; (iii) any amounts which Landlord may have advanced or reimbursed to Tenant for amounts expended by Tenant in performing any Tenant Improvements to the Premises (if any); and (iv) any free rent provided to Tenant, if any, shall become immediately due and payable to Landlord.

**14.6. Landlord's Default.** Landlord shall be deemed to be in default of this Lease only if Landlord fails to satisfy any of its obligations under this Lease and Landlord does not cure its failure within thirty (30) days after receipt of Tenant's written notice; provided, however, that if more than thirty (30) days are reasonably required to complete such performance, Landlord shall not be in default if Landlord commences such performance within the thirty (30) day period and thereafter diligently pursues its completion.

## **15. ARTICLE FIFTEEN - MISCELLANEOUS PROVISIONS**

**15.1. Right of Entry.** Upon three (3) days' notice, Landlord shall have the right at any time and from time to time to enter the Premises without notice to Tenant to: (i) make repairs; (ii) supply janitorial services; (iii) perform any service requested by Tenant; (iv) post appropriate or lawful notices; (v) in an emergency; (vi) inspect the Premises; (vii) perform any services required to be made by Landlord; (viii) show the Premises to prospective purchasers or Tenants; and (ix) to alter, improve or repair the Premises and/or any portion of the Building; provided, however, in the event of an emergency, Landlord shall have the right to immediately enter the Premises, without necessity of notice or consent. In such event Landlord agrees to use good faith efforts to notify Tenant of said emergency, provided that such notice shall not serve as a condition precedent to Landlord's right of entry. Notwithstanding anything contained herein, Landlord acknowledges that Tenant is a provider of medical services and is bound by law to protect patient information. Therefore, except in the event of an emergency, upon entering the Premises Landlord shall comply with Tenant's visitor's commercially reasonable policies, which policies may include, but may not be limited to, identification of visitors, restricted entry while business is in operation, no visits outside or normal business hours without Tenant's express consent, personal protective equipment requirements, temperature screening, and visitor logs. Anything to the contrary notwithstanding, in no event shall any Tenant policies create an obligation upon Landlord to incur any expense. Tenant shall take all necessary efforts to properly secure and store all sensitive materials in such a manner that Landlord's presence in the Premises will not cause a violation of any of Tenant's requirements under applicable law. While in the Premises, Landlord shall use commercially reasonable efforts to limit Landlord's exposure to materials that would be reasonably construed as sensitive based upon their appearance and/or manner of storage. Any such entries shall be without abatement of Rent or other sums. Landlord may, for the foregoing purposes, erect scaffolding and/or any other structures reasonably required to perform the work, provided that entry to the Premises shall not be prevented. Tenant waives any Claims for damages or injury or inconvenience



to or interference with Tenant's business and loss of occupancy or quiet enjoyment of the Premises. For each of the aforesaid purposes, Landlord shall at all times retain a key with which to unlock all of the doors to the Premises. Landlord shall have the right to use any and all means which Landlord may deem proper to open doors to the Premises in an emergency and any entry to the Premises obtained by Landlord by any of said means, or otherwise, shall not under any circumstances be deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Tenant from the Premises or any portion thereof.

**15.2. Real Estate Broker.** Tenant represents and warrants that neither Tenant nor any of Tenant's Representatives have dealt with or consulted any real estate broker in connection with this Lease other than the Brokers, if any. Without limiting the effect of the foregoing, Tenant agrees to indemnify, defend and hold Landlord harmless against any claim or demand made by any real estate brokers and/or agents claiming to have dealt or consulted with Tenant or any of Tenant's Representatives contrary to the foregoing representations and warranty. Tenant specifically waives any right to interpose or be represented by a broker for any renewal, extension, expansions of this Lease or the Premises, or any new negotiation for any other space in the Building after the date of execution of this Lease by Landlord.

**15.3. Nonwaiver.** The waiver by Landlord of any term, covenant or condition herein shall only be effective if in writing and shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition contained in this Lease. Neither Landlord's failure to insist upon strict performance of any term, covenant or condition hereof, the acceptance of Rent by Landlord with knowledge of a breach of this Lease, nor waiver of any right or remedy on one occasion, shall be deemed a waiver of any rights or remedies that Landlord may have or a waiver of any subsequent breach. Tenant waives its right to bring a declaratory judgment action with respect to any notice of an event of default by Tenant. Tenant also waives its right to seek injunctive relief that would stay, extend, or otherwise toll: (i) the curative time periods with respect to any event of default by Tenant; (ii) any other time limitations set forth in this Lease; (iii) any provisions of this Lease; or (iv) any notice sent by Landlord to Tenant with respect thereto.

**15.4. Notices.** Whenever it is provided herein that notice, demand, request, consent, approval or other communication shall or may be given to, or served upon, either of the parties by the other, or whenever either of the parties desires to give or serve upon the other any notice, demand, request, consent, approval or other communication with respect hereto, each such notice, demand, request, consent, approval or other communication (referred to as a "Notice") shall be in writing (whether or not so indicated elsewhere in this Lease) and shall be effective for any purpose only if given or served by: (i) certified or registered U.S. Mail, postage prepaid, return receipt requested, (ii) personal delivery with a signed receipt, or (iii) a recognized national courier service that obtains a signed receipt from the recipient. Rejection or other refusal by the addressee to accept the Notice, and inability to deliver the Notice because of a change of address of the party of which no notice was given to the other party, shall be deemed to be the receipt of the Notice on the third day following the date postmarked by the United States Postal Service or on the second day following the date accepted by the courier service. All Notices by Tenant to Landlord shall be sent to Landlord's Mailing Address. All Notices by Landlord to Tenant shall be sent to the Premises (or, prior to the date that the Tenant acquires possession of the Premises to such other address as Landlord has for Tenant). Either party may, from time to time, by delivering Notice to the other party, designate another place or recipient for Notice.

**15.5. Captions.** Captions and Headings of sections and paragraphs are added as a matter of convenience only and shall be considered to be of no effect in the construction of any provision or provisions of this Lease.

**15.6. Definitions.** The words "Landlord" and "Tenant" as used herein shall include the plural as well as the singular. Words used in the masculine gender include the feminine and neutral. If there is more

than one person and/or entity comprising Tenant, the obligations imposed upon Tenant shall be joint and several. If Tenant is a partnership or other business association, the members of which are subject to personal liability, the liability of each member shall be joint and several. The term "**business day**" or "**business days**" as used in this Lease, except as modified by the Rules and Regulations from time to time adopted by Landlord, shall exclude Saturdays, Sundays and all Holidays. The term "**Holiday**" shall mean any federal holidays and/or any holidays when banks located in Orange County, Florida are closed.

**15.7. Time.** Time is of the essence of this Lease.

**15.8. No Offer.** It is understood and agreed between the parties that this Lease shall not constitute an offer, create an obligation between the parties, or be binding upon either Landlord or Tenant, unless and until one or more duplicates of this Lease has been fully executed and delivered to the parties.

**15.9. Severability.** This Lease is intended to comply with all applicable Laws. If any provision of this Lease is determined to be unconstitutional, unenforceable void, invalid or inoperative by any tribunal exercising competent jurisdiction, such provision shall be deemed automatically adjusted to conform to the requirements for validity as declared at such time, and, as so adjusted, shall be deemed a provision of this Lease as though originally included herein. If the provision is of such a nature that it cannot be adjusted such provision of this Lease shall be stricken from and construed for all purposes not to constitute a part of this Lease as though that provision had never been entered into, and the remaining provisions of this Lease shall remain in full force and effect and shall, for all purposes, constitute this entire Lease, provided such fundamental terms and conditions of this Lease remain legal and enforceable. If the remaining provisions of this Lease cannot operate as intended by the parties when entering into this Lease without such provision, this Lease may be terminated by either party, the Security Deposit shall be refunded to Tenant in accordance with Section 5 of this Lease, and neither party shall have any obligations to the other, except for those which survive any termination of this Lease.

**15.10. Entire Agreement and Modification.** This Lease contains the entire agreement of the parties, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied in this instrument shall be of any force or effect. No amendment, modification or variation of this Lease or any of its terms or provisions shall be effective, binding or valid unless and until it is reduced to writing and executed by the parties. No failure of Landlord to exercise any power given Landlord by this instrument, or to insist upon strict compliance by Tenant of any obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms of this Lease. The exhibit(s) referred to in, and attached to, this Lease are hereby incorporated in full by reference. Unless otherwise expressly provided in the Exhibit or the body of this Lease, in the event of any conflict or inconsistency with the provisions contained in the body of this Lease and the exhibit(s), the provisions contained in the body of this Lease shall control.

**15.11. No Estate in Land.** This Lease shall create the relationship of Landlord and Tenant. No estate shall pass out of Landlord and Tenant has only a right to use that is not subject to levy and sale.

**15.12. Special Provisions.** Insofar as the attached special stipulations, if any, conflict with any of the foregoing provisions, the special provisions shall control.

**15.13. Governing Laws and Interpretation.** This Lease has been made and entered into in the State of Florida, and it shall be governed by, construed under and interpreted and enforced in accordance with the Laws of the State of Florida, and, where applicable, the Laws of the United States of America. Nothing in this Lease shall be construed or deemed to create, or to express an intent to create, a partnership, joint venture, "joint employer" or agency relationship of any kind or nature whatsoever between the parties. Nothing in this Lease shall confer any rights or benefits upon any person or entity other than the parties.

hereto, and no person or entity shall be a third party beneficiary of this Lease, other than any of Landlord's mortgagees and/or Affiliates as to the rights contained herein for their benefit. Notwithstanding anything to the contrary contained in this Lease, the provisions hereof which from their sense and/or context are intended to survive the expiration or sooner termination of this Lease shall so survive, including, without limitation, any indemnity and defense obligations and any obligation to pay money. This Lease has been reviewed and negotiated by the parties hereto and their respective counsel, so no weight shall be placed upon which party drafted the provisions being interpreted.

**15.14. FORUM AND VENUE FOR LEGAL PROCEEDINGS/WAIVER OF JURY TRIAL.** LANDLORD AND TENANT KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM INVOLVING ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH (A) THIS LEASE, (B) THE RELATIONSHIP OF LANDLORD AND TENANT, (C) TENANT'S USE OR OCCUPANCY OF THE PREMISES, OR (D) THE RIGHT TO ANY STATUTORY RELIEF OR REMEDY. TENANT FURTHER WAIVES THE RIGHT TO INTERPOSE ANY NON-COMPULSORY COUNTERCLAIM OF ANY NATURE IN ANY ACTION OR PROCEEDING COMMENCED BY LANDLORD TO OBTAIN POSSESSION OF THE PREMISES. IF TENANT VIOLATES THIS PROVISION BY FILING A NON-COMPULSORY COUNTERCLAIM, WITHOUT PREJUDICE TO LANDLORD'S RIGHT TO HAVE THE COUNTERCLAIM DISMISSED, THE PARTIES STIPULATE THAT SHOULD THE COURT PERMIT TENANT TO MAINTAIN THE COUNTERCLAIM, THE COUNTERCLAIM SHALL BE SEVERED AND TRIED SEPARATELY FROM THE ACTION FOR POSSESSION UNDER RULE 1.270(b) OF THE FLORIDA RULES OF CIVIL PROCEDURE OR OTHER APPLICABLE LAWS. THE ACTION FOR POSSESSION SHALL THEN PROCEED UNDER THE SUMMARY PROCEDURES SET FORTH IN SECTION 51.011, FLORIDA STATUTES. ANY LEGAL PROCEEDING OF ANY NATURE BROUGHT BY EITHER PARTY AGAINST THE OTHER TO ENFORCE ANY RIGHT OR OBLIGATION UNDER THIS LEASE, OR ARISING OUT OF ANY MATTER PERTAINING TO THIS LEASE, SHALL BE SUBMITTED FOR TRIAL, WITHOUT A JURY, EXCLUSIVELY BEFORE THE CIRCUIT COURT IN AND FOR ORANGE COUNTY. THE PARTIES CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY SUCH COURT AND AGREE TO ACCEPT SERVICE OF PROCESS OUTSIDE THE STATE OF FLORIDA IN ANY MATTER TO BE SUBMITTED TO ANY SUCH COURT PURSUANT HERETO.

**15.15. Attorney's Fees and Costs.** If either party employs an attorney or brings an action against the other for the enforcement or declaration of any rights and remedies contained in this Lease, each party shall pay its own legal fees and expenses actually incurred (including the fees and expenses of experts and para-professionals), whether such fees and expenses are incurred before, during or after any trial, re-trial, re-hearing, mediation or arbitration, administrative proceedings, appeals or bankruptcy or insolvency proceedings, and irrespective of whether the prevailing party would have been entitled to such fees and expenses under applicable Laws in the absence of this Section.

**15.16. Plans.** Any floor plan, drawing or sketch that is attached to or made a part of this Lease, is used solely for the purpose of approximately identifying the layout and location of the Premises, and any markings, measurements, dimensions or notes of any kind contained therein (other than the outline of the Premises for approximately identifying the layout and location of the Premises) shall not to be considered a part of this Lease.

**15.17. Successors and Assigns.** This Lease shall extend to and be binding upon the heirs, personal representatives, executors, administrators and permitted successors and assigns of the respective parties hereto. There shall be no merger of this Lease or the leasehold estate created hereby with the fee simple

estate in the Premises or any part thereof, by reason of the fact that the same person may acquire, own or hold, directly or indirectly, this Lease or the leasehold estate created hereby or any interest in this Lease or such leasehold estate, and the fee simple estate in the Premises or any interest in such fee simple estate; and this Lease shall not be terminated except as expressly provided herein.

**15.18. Landlord's Liability.** Notwithstanding any provisions herein to the contrary, Tenant specifically agrees to look solely to Landlord's interest in the Property (including casualty or condemnation proceeds) for the recovery of any judgment from Landlord, it being agreed that neither Landlord nor its Affiliates shall ever be personally liable for any such judgment.

**15.19. Hazardous Materials and Pollutants.** Tenant shall not bring, or allow or suffer others to bring, or allow to remain any Hazardous Materials (as hereinafter defined) onto, into and/or in the Building, Land, or Premises; provided, however, that Tenant may use, keep and store materials that are normally and reasonably used in connection with office use so long as (i) the same do not create or threaten to create conditions that endanger or harm the health and safety of any persons or that violate any Laws; and (ii)) any such activity is in strict accordance with all applicable Laws. Tenant shall indemnify, defend and hold Landlord harmless from any and all Claims arising from, relating to or in connection with Tenant's use or misuse, handling or mishandling, storage, spillage, discharge, seepage into water bodies or the groundwater supply, or release into the atmosphere of any Hazardous Materials. Tenant shall take all reasonable precautions and safety measures, in accordance with current technology, to prevent the release of Hazardous Materials. If Tenant learns of the discharge upon the Premises of any Hazardous Materials under Tenant's control, Tenant shall immediately undertake to contain, remove, and abate the discharge. Failure of Tenant to comply with the provisions of this Paragraph 15.19 shall constitute an event of default. This indemnification obligation shall survive the expiration or termination of this Lease, and shall be binding personally on all officers, directors or other individuals of any entity that Tenant may be executing this Lease. The term "**Hazardous Materials**" shall mean any material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any governmental authority to pose a present or potential hazard to public health, welfare or the environment. Hazardous Material includes, without limitation, asbestos in any form; mold; urea formaldehyde foam insulation; transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls in excess of fifty (50) parts per million; petroleum, including, without limitation, crude oil or any fraction thereof; or any material or substance defined as a "hazardous substance", "hazardous waste", "pollutant" or "contaminant" pursuant to any federal, state, county, regional, local or other governmental authority or which, even if not so regulated, may or could pose a hazard to the health and safety of the occupants of the Premises or premises adjacent to the Premises. Mold is a naturally occurring substance that may cause property damage or health problems. Landlord shall not be liable for any loss, damage or personal injury suffered by Tenant, or any of Tenant's Representatives due to the presence of mold in, on or around the Premises or the Building. Tenant will use commercially reasonable efforts to: (a) ensure that the use of the Premises shall not (i) cause or contribute to the growth of mold; or (ii) increase humidity levels within the Premises above reasonable humidity levels; (b) keep the Premises adequately ventilated; (c) repair any condition of the Premises which could cause or contribute to mold growth; (d) maintain indoor humidity at a reasonable level; (e) regularly inspect all window areas or other areas where water may condense in the Premises; and (f) cause the HVAC units located within or exclusively serving the Premises to be inspected and cleaned by a qualified professional satisfactory to Landlord. Tenant shall immediately notify Landlord: (x) of any visible signs of mold; (y) of any water leak or excessive water condensation in the Premises; or (z) if Tenant has reasonable cause to believe that mold has or will occur in the Premises. Tenant shall use its best efforts to remove immediately any excess water caused by such leak and return the Premises to its condition as it existed immediately prior to such leak. Should an assessment of the Premises disclose the presence of mold and remediation be recommended, Tenant shall, if the presence of mold is due to the act or omission of Tenant, have the remediation performed by a qualified licensed mold remediation contractor approved by Landlord and in accordance with Florida Statutes Section 468.84, et. seq., pursuant to a remediation plan

approved by Landlord, at Tenant's sole cost and expense.

**15.20. Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

**15.21. Landlord's Reservation of Rights with Respect to the Building.** Landlord, in addition to all other rights which it may have under this Lease, hereby expressly reserves all rights in connection with the Property not expressly and specifically granted to Tenant under this Lease and Tenant hereby waives all Claims for damages, loss, expenses, liability, eviction or abatement it has or may have against Landlord on account of Landlord's exercise of its reserved rights, including, but not limited to, Landlord's right to alter the existing name, address, style or configuration of the Building and/or the Common Areas (including, without limitation, signage, parking facilities, lobbies, entrances and exits, elevators and stairwells). Landlord reserves the right to use, install, monitor, and repair pipes, ducts and conduits within the walls, columns, and ceilings of the Premises.

**15.22. Confidentiality.** Tenant acknowledge that the terms and provisions of this Lease have been negotiated based upon a variety of factors, occurring at a coincident point in time, including, but not limited to: (i) the individual principals involved with, and the financial strength of, Tenant, (ii) the nature of Tenant's business and use of the Premises, (iii) the current leasing market place and the economic conditions affecting rental rates, (iv) the present and projected Tenant mix of the Building, and (v) the projected juxtaposition of Tenants on the floor(s) upon which the Premises are located and the totality, uniqueness, complexity and interrelation of these efforts. Tenant therefore agrees not to disseminate in any manner whatsoever, (whether by word of mouth, mechanical reproduction, physical tender or by any manner of visual or aural transmission or review) the terms and conditions of this Lease, other than to its directors, officers, employees and agents (and directors, officers, employees and agents of Affiliates) and advisors (including legal, financial and accounting advisors), who have a need to know such information, have been duly apprised of the aforesaid confidentiality requirements and agree to keep such information confidential as required herein, and for any disclosures required under any applicable law or required by any regulatory authority having jurisdiction over Tenant or its business.

**15.23. Authority.** If more than one person or entity is named herein as Tenant, their liability hereunder will be joint and several. In case Tenant is an entity, Tenant (a) represents and warrants that this Lease has been duly authorized, executed and delivered by and on behalf of Tenant and constitutes the valid and binding agreement of Tenant in accordance with the terms hereof, and (b) Tenant shall deliver to Landlord or its agent, concurrently with the delivery of this Lease, duly executed, acknowledged and certified resolutions of the board of directors (and shareholders, if required) or such other evidence of authority is reasonably requested by Landlord authorizing Tenant's execution and delivery of this Lease and the performance of Tenant's obligations hereunder. It is agreed that each and every present and future partner in Tenant shall be and remain at all times jointly and severally liable hereunder and that neither the death, resignation or withdrawal of any partner, nor the subsequent modification or waiver of any of the terms and provisions of this Lease, shall release the liability of such partner under the terms of this Lease unless and until Landlord shall have consented in writing to such release.

**15.24. Patriot Act.** Tenant represents and warrants that Tenant and all persons and entities owning (directly or indirectly) an ownership interest in Tenant: (i) are not, and shall not become, a person or entity with whom Landlord is restricted from doing business with under the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H. R. 3162, Public Law 107-56 (commonly known as the "USA Patriot Act") and Executive Order Number 13224 on Terrorism Financing effective September 24, 2001 and regulations promulgated pursuant thereto or the

regulations of the Office of Foreign Asset Control ("OFAC") of the Department of Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including, but not limited to, the September 24, 2001 Executive Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action; (ii) are not knowingly engaged in, and shall not engage in, any dealings or transactions or be otherwise associated with such persons or entities described in (i) above; and (iii) are not, and shall not become, a person or entity whose activities are regulated by the International Money Laundering Abatement and Financial Anti Terrorism Act of 2001 or the regulations or orders thereunder. If Tenant breaches any representation or covenant set forth in this Section, or Tenant hereafter becomes a Prohibited Person (as defined in any of the foregoing), the same shall constitute an event of default, entitling Landlord to any and all remedies under this Lease or at law or in equity (including the right to terminate this Lease), without affording Tenant any notice or cure period.

**15.25. Force Majeure.** If, by reason of (i) strike, (ii) labor troubles, (iii) governmental preemption in connection with a national emergency, (iv) any rule, order or regulation of any governmental agency, (v) conditions of supply or demand which are affected by war or other national, state or municipal emergency, or any other cause or (vi) any cause beyond a party's reasonable control (collectively, "Force Majeure"), a party is unable to perform or is delayed in performing any of its obligations under this Lease or is unable to supply or is delayed in supplying any service which it is obligated to supply, then such party shall have no liability in connection with that inability and this Lease and the other party's obligation to perform all of its obligations under this Lease shall in no way be affected, impaired or excused. This provision shall not excuse Tenant from its obligation to pay Base Rent, and Additional Rent in a timely manner.

**15.26. Payment Allocation.** If Tenant is in arrears in payment of any amount of Rent to be paid hereunder, Tenant waives Tenant's rights, if any, to designate the items against which any payments made by Tenant are to be credited, and Landlord may apply any payments made by Tenant to any items it sees fit, irrespective of and notwithstanding any designation or request by Tenant as to the items against which any such payments shall be credited.

**15.27. Receipt of Monies.** The receipt and/or acceptance by Landlord of any sum of money pursuant to this Lease with knowledge of the breach of any term, covenant or provision of this Lease shall not be deemed a waiver of such breach. Landlord's acceptance of any payment in an amount less than the amount required to be paid shall not be deemed an accord and satisfaction or a waiver of its right to receive the full amount of such payment, notwithstanding any statement on any check or payment or on any correspondence accompanying such check or payment.

**15.28. Recordation.** Tenant agrees not to record this Lease or any memorandum hereof but Landlord may record this Lease or a memorandum thereof, at its sole and absolute discretion. Any such recording by Tenant shall be a default by Tenant. In the event Landlord records this Lease, Landlord shall be solely responsible for the cost of such recording.

**15.29. Counterparts.** This Lease may be executed in one or more counterparts, all of which, when combined, shall constitute a single instrument. Copies (whether facsimile, pdf (portable document format), photostatic or otherwise) of signatures to this Lease, and any amendment hereof, shall be deemed to be originals and may be relied on and shall be enforceable to the same extent as if they were originals, and may be electronically transmitted via email, facsimile or other electronic means.

**15.30. Representations.** Each party represents and warrants the following to the other: (i) such party is duly organized, validly existing and in good standing under the Laws of the state in which it is organized, and if such State is not Florida, then it is also duly qualified and authorized to transact business in the State of Florida; (ii) such party, and the undersigned signatories, are duly authorized and empowered to enter into

this Lease; (iii) neither entering into of this Lease nor performing or satisfying its obligations and liabilities hereunder will constitute or result in a violation or breach by such party of (a) any agreement or contract with any third party or (b) judgment, order, writ, injunction or decree issued against or imposed upon it, or will result in a violation of any applicable Laws; and (iv) there is no action, suit, proceeding or investigation pending or, to the best of such party's knowledge, threatened against it that could materially affect its ability to perform its obligations hereunder.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the Effective Date.

**WITNESSES:**

Printed Name: \_\_\_\_\_

**LANDLORD:**

**HOFFNER COMMERCE CENTER, LLC, a**  
Florida limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

[CORPORATE SEAL]



**TENANT:**

**ORANGE COUNTY, FLORIDA**

By: Board of County Commissioners

\_\_\_\_\_  
Jerry L. Demings  
Orange County Mayor

**ATTEST:**

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

for Narcia Per  
Deputy Clerk



## Exhibit "A"

### Rules and Regulations

The Rules and Regulations set forth in this Exhibit "A" shall be and hereby are made a part of this Lease. Whenever the term "**Tenant**" is used in these Rules and Regulations, it shall be deemed to include Tenant, Tenant's Representatives and any other persons permitted by Tenant to occupy or enter the Premises. Landlord may from time to time modify the following Rules and Regulations.

1. **OBSTRUCTION.** Sidewalks, entries, passages, corridors, halls, lobbies stairways, elevators, and other common facilities of the Building shall be controlled by Landlord and shall not be obstructed by Tenant or its suppliers, vendors, or other agents, or used for any purpose other than ingress and egress to and from the Premises. Tenant shall not place any item in any of such locations, whether or not any such item constitutes an obstruction, without the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion. Landlord shall have the right to remove any obstruction or any such item without notice to Tenant and at the expense of Tenant. The floors, skylights, and windows (except for the installation of blinds approved by Landlord and the normal operation thereof), that reflect or admit light into any place shall not be covered or obstructed by Tenant. Tenant shall not erect or maintain any barricade or scaffolding which may obscure the signs, entrances or windows of any other Tenant in the Building or tend to interfere with any other Tenant business.
2. **DELIVERIES.** Tenant shall ensure that all deliveries to Tenant at the Premises shall be made only upon the elevator designated by Landlord for deliveries and only during the Normal Business Hours, except furniture and equipment (as described in Section 3 below). Large and/or extremely heavy supply deliveries must be coordinated, in advance, with Building management. If any person delivering supplies to Tenant damages the elevator or any other part of the Building, Tenant shall pay to Landlord upon demand the amount required to repair such damage.
3. **MOVING.** Furniture and equipment shall be moved in or out of the Building only upon the elevator designated by Landlord for deliveries and the only during such hours and in such manner as may be prescribed by Landlord. Landlord shall have the right to approve or disapprove the movers or moving company employed by Tenant and Tenant shall require such movers to use only the loading facilities and elevator designated by Landlord. If Tenant's movers damage the elevator or any other part of the Property, Tenant shall pay Landlord upon demand the amount required to repair such damages.
4. **HEAVY ARTICLES.** No safe or article the weight of which may, in the reasonable opinion of Landlord, constitute a hazard or result in damage to the Building or its equipment, shall be moved into the Premises. Safes and other heavy equipment, the weight of which will not constitute a hazard or result in damage to the Building or its equipment, shall be moved into, from or about the Building or its equipment, only during such hours and in such manner as shall be prescribed by Landlord. Landlord shall have the right to designate the location of such articles in the Premises.
5. **NUISANCE.** Tenant shall not conduct its business, within the Premises or Common Areas, in such manner as to create any nuisance, or interfere with, annoy or disturb any other tenant in the Building, or Landlord in its operation of the Property or commit waste or suffer or permit waste to be committed in or to the Property. In addition, Tenant shall not allow or suffer Tenant's Representatives to conduct themselves in such manner, within the Premises or Common Areas, as to create any nuisance or interfere with, annoy or disturb any other tenant in the Building.
6. **BUILDING SECURITY.** Landlord may restrict access to and from Premises and the Building outside the Normal Business Hours for reasons of Building security. Landlord may require identification of

persons entering and leaving the Building during this period and, for this purpose may issue Building passes to Tenants of the Building. CLIENT shall have full responsibility for protecting the Premises and the property located therein from theft and robbery and shall keep all doors and windows securely fastened when not in use.

7. **PASS KEY.** The janitor of the Building may at all times keep a pass key to the Premises, and the janitor and agents of Landlord shall at all times be allowed admittance to the Premises, subject to the terms of this Lease, including but not limited to Section 15.1.
8. **LOCKS AND KEYS FOR PREMISES.** No additional lock or locks shall be placed on any door in the Building, and no existing lock shall be changed unless the written consent of Landlord shall first have been obtained and duplicate key is provided to Landlord. A reasonable number of keys to the Premises and to the toilet rooms, if locked by Landlord, will be furnished by Landlord, and Tenant shall not have any duplicate keys made. At the termination of this tenancy, Tenant shall promptly return to Landlord all keys to the Building, offices, and toilet rooms.
9. **USE OF WATER FIXTURES.** Water closets and other water fixtures shall not be for any purpose other than that for which the same are intended. Tenant shall pay for any damage resulting to the same from misuse on the part of Tenant or Tenant's Representatives. No person shall waste water by tying back or wedging the faucets, or in any other manner.
10. **NO ANIMAL/EXCESSIVE NOISE/ODOR.** Tenant shall not bring (or allow or suffer Tenant's Representatives to bring) animals into the Building except as expressly required to be allowed by applicable Laws. No person shall disturb the other tenants in the Building, or adjoining building or space, of their quiet use and enjoyment by the use of any radio or musical instruments, or by the making of loud or improper noises. Tenant shall not cause or permit any unusual or objectionable odors to be produced upon or permeate from the Premises, nor shall Tenant vent any cooking fumes or odors into the interior of the building in which the Premises are located.
11. **BICYCLES.** Bicycles, or other vehicles, shall not be permitted anywhere inside or on the sidewalk outside the Building, except in those areas, if any, designated by Landlord for bicycle parking. Notwithstanding the foregoing, Landlord shall not unreasonably withhold, condition, or delay its approval of any reasonable request by Tenant for the installation of a bicycle rack in front of the Premises so long as it does not obstruct pedestrian traffic.
12. **TRASH.** Garbage and refuse shall be kept in the kind of container specified by Landlord or duly constituted public authority and shall be placed at the location within the Building designated by Landlord, for collection at the times specified by Landlord. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at Tenant's cost. Tenant shall pay the cost of removal of garbage and refuse and shall maintain all common loading areas and areas adjacent to garbage receptacles in a clean manner satisfactory to Landlord. Tenant shall store soiled and dirty linen in approved fire ruling organization containers. Tenant shall not burn any trash or garbage of any kind in or about the Premises, the Building or within one mile of the outside property lines of the Building.
13. **WINDOWS AND ENTRANCE DOORS.** Window shades, blinds or curtains of a uniform Building standard design, color and pattern only shall be provided for the exterior glass of the Building by Landlord. Tenant's entrance doors should be kept closed at all times in accordance with the fire code.
14. **HAZARDOUS: OPERATIONS AND ITEMS.** Tenant shall not install or operate any steam or gas engine or boiler, or carry on any mechanical business in the Premises without Landlord's prior written

consent, which consent may be withheld in Landlord's sole and absolute discretion. The use of oil, gas or flammable liquids for heating, lighting or any other purpose is expressly prohibited. Explosive or other articles deemed extra hazardous, shall not be brought into the Building. Tenant shall comply with Right to Know Laws.

15. **HOURS FOR REPAIR MAINTENANCE AND ALTERATIONS.** Any repairs, maintenance and alterations required or permitted to be done by Tenant under this Lease shall be done only during the Normal Business Hours, unless Landlord shall have first consent, in writing, to such work being done outside of such times. If Tenant desires to have such work done by Landlord's employees on Saturdays, Sundays, Holidays, or weekdays outside of Normal Business Hours and Landlord's obligations, Tenant shall pay the cost of such labor.
16. **NO DEFACING.** Except as permitted by Landlord, Tenant shall not mark upon, cut, drill into, drive nails or screws into, or any way deface the doors, walls, ceilings, or floors of the Premises or the Building. In addition, no connection shall be made to the electric wires or electric fixtures without the express written consent, on each occasion, of Landlord. Tenant shall pay for any defacement, damage or injury caused by Tenant or Tenant's Representatives.
17. **LIMIT ON EQUIPMENT.** Tenant shall not, without Landlord's prior written consent, install or operate any computer using more than (10) AMPS, duplicating or other large business machines or equipment upon the Premises, or carry on any mechanical business thereon. If Tenant requires any interior wiring, such as for a business machine, intercom, printing equipment or copying equipment, such wiring shall be done by the electrician of the Building only and at Tenant's expense. No outside wiring persons shall be allowed to do work of this kind unless by written consent of Landlord. If telegraphic equipment or telephonic service is desired, the wiring for it shall be done as directed by the electrician of the Building to supervise the same. No boring or cutting for wiring shall be done unless approved by Landlord or its representatives, as stated.
18. **SOLICITATION/FOOD & BEVERAGES.** Landlord reserves the right to restrict, control or prohibit canvassing, soliciting and peddling within the Building. Tenant shall not grant any concession, licenses or permission for sale or taking of orders for foods, services or merchandise in the Premises, nor install, or permit the installation or use of any machine or equipment for dispensing goods, foods, or beverages in the Building, nor permit the preparation, serving, distribution or delivery of food or beverages in the Premises without the approval (which approval) may be withheld in Landlord's sole and absolute discretion of Landlord and in compliance with arrangement prescribed by Landlord. Only persons approved in writing by Landlord shall be permitted service, distribute or deliver food and beverages within the Building or to use the elevators or public areas of the Building for that purpose.
19. **CLEANING.** Tenant shall be responsible for maintaining the Premises in a neat and clean manner. . Tenant shall not cause unnecessary labor by reason of Tenant's carelessness or indifference in the preservation of good order and cleanliness of Premises. For avoidance of doubt, Landlord shall in no way be responsible to Tenant for any loss of property on the Premises, however occurring, or for any damage done to the effect of any Tenant by any person employed or contracted in furtherance of Tenant's compliance with this Section.
20. **ELECTRIC RESTRICTIONS.** No Tenant shall install any radio or television antenna, satellite dish, loudspeaker or any other device on the exterior walls or roof of the Building. Tenant shall not interfere with radio or television broadcasting or reception from or in the Building or elsewhere.
21. **LANDLORD'S RIGHT TO WAIVER.** Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular tenant or tenants, but no such waiver by Landlord shall be

construed as a waiver of such Rules and Regulations in favor of any other tenant or tenants, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all tenants of the Building.

22. **ADDITIONS AND CHANGES.** Landlord reserves the right to make such other reasonable Rules and Regulations as in its judgment may from time to time be necessary and/or appropriate. Tenant agrees to abide by all such Rules and Regulations hereinabove stated and any additional Rules and Regulations, which are adopted.
23. **WALL COVERING.** All wallpaper or vinyl fabric materials, which Tenant may install on painted walls, shall be applied with a strippable adhesive. The use of non-strippable adhesives will cause damage to the walls when materials are removed, and repairs made necessary thereby shall be made by Landlord at Tenant's expense.
24. **CARPET CARE.** Tenant shall provide and maintain hard surface protective mats under all desk chairs, which are equipped with casters to avoid excessive wear and tear to carpeting. If Tenant fails to provide such mats, the cost of carpet repair or replacement made necessary by such excessive wear and tear shall be charged to and paid for by Tenant.
25. **FIRE SAFETY.** Tenant will adhere to all fire safety practices as established by the local authorities and inform its employee of same. CLIENT shall not do anything, or permit anything to be done, in or about the Building, or bring or keep anything therein, that will in any way increase the possibility of fire or other casualty or obstruct or interfere with the rights of, or otherwise injure or annoy, other CLIENTS, or do anything in conflict with the valid, pertinent laws, rules or regulations of any governmental authority. CLIENT shall not use or keep in the Premises any flammable or explosive fluid or substance or any illuminating material, unless it is battery powered, UL approved. CLIENT shall at all times maintain an adequate number of suitable fire extinguishers on the Premises for use in case of local fires, including electrical or chemical fires.
26. **LIQUIDATION SALES.** Tenant shall not permit, allow or cause any public or private auction, "going-out-of-business", bankruptcy, and distress or liquidation sale in the Premises. It is the intent of the preceding sentence to prevent the Tenant from conducting its business in any manner that would give the public the impression that it is about to cease operation, and Landlord shall be the sole judge as to what shall constitute a "distress-type" sale.
27. **MARIJUANA.** Tenant shall not utilize any illegal or unethical method of business operation. Tenant shall not be permitted to sell, distribute, promote or use marijuana (medical or otherwise) or goods, products, services, companies or establishments (including, without limitation, medical or psychiatric services) that include marijuana, any derivative of marijuana or any marijuana paraphernalia.
28. **OVERNIGHT STAYS.** Tenant shall not use, permit, or suffer the use of any portion of the Premises as living, sleeping, or lodging quarters, whether temporary or permanent.
29. **RULES AND REGULATIONS.** These Rules and Regulations are in addition to, and shall not be construed to in any way modify, alter or amend, in whole or part, the terms, covenants, agreements in this Lease. Tenant shall be responsible for the observance of all the foregoing Rules and Regulations by Tenant and Tenant's Representatives.
30. **CAPTIONS.** The caption for each of the Rules and Regulations is added as a matter of convenience only and shall be considered of no effect in the construction of any provisions of these Rules and

**Exhibit "B"**

**SIGN CRITERIA**

Signage on the exterior of the Premises shall be provided as herein specified, and TENANT shall not erect or maintain, nor suffer to remain, any sign on the exterior of the Premises except as permitted herein:

- (a) TENANT shall, prior to the commencement of the Term, erect one sign (the "Store Front Sign") on the front of the Premises. The Store Front Sign shall not exceed two (2) feet in height and shall be approximately flush with the wall of the building to which such sign is affixed; the length of such sign, including corporate crests, shields or insignia which may be permitted hereunder, shall not exceed seventy-five percent (75%) of the linear frontage of the Premises and shall in all cases be a minimum of two feet from the center line of the wall dividing the Premises from the premises adjacent thereto. The Store Front Sign shall be, individual letters internally illuminated mounted on a raceway. All sign transformers, raceways and ballast boxes and decals shall be concealed. Manufacturer's names, stamps and decals shall not be exposed. The forward projection of the Store Front Sign shall not be more than eight inches (8") from the face of the building. The wording of the Store Front Sign shall be limited to the name of the business conducted by TENANT on the Premises, provided that the use of corporate crests, shields or insignia (subject to LANDLORD's prior written approval of specifications and drawings) will be permitted so long as corporate crests, shields or insignia shall not exceed two (2) feet in height. The Store Front Sign shall be the only sign permitted at the front of the Premises.
- (b) No exposed bulbs or flashing, blinking, rotating, or moving signs or markers shall be permitted.
- (c) All signs shall be illuminated from dusk to dawn or during such hours as LANDLORD may establish.
- (d) No Store Front Sign or other signing on the Premises shall be of a type wherein the signing is housed or contained within an illuminated or non-illuminated sign can or box mounted on the exterior of the sign area, unless expressly approved by LANDLORD in writing.
- (e) No signs will be permitted at or on the rear of the Premises except that a small identification sign showing only the name of the TENANT shall be lettered on the exterior of the delivery door by LANDLORD.
- (f) No sign shall be painted on the exterior of the masonry, doors, windows or any other surface of the Premises, nor erected, maintained or suffered to remain on the roof or parapet of the Premises.
- (g) No sign shall be erected until written specifications and drawings of such sign are first approved in writing by LANDLORD. Such specifications and drawings shall be submitted to LANDLORD in quadruplicate and shall show the size, construction, materials, colors, script, name of sign manufacturer and proposed location of such sign in conformity with this Exhibit.
- (h) All signs erected by TENANT pursuant to the provisions hereof shall be erected at TENANT's own risk and expense (including final electrical connections and time clock), shall be in accordance with applicable law, and shall concern only the business of TENANT. TENANT shall maintain said signs in a good state of repair and save the LANDLORD harmless from any loss, cost or damage as a result of the erection, maintenance, existence or removal of the same, and TENANT shall repair any damage which may have been caused by the erection, existence, maintenance or removal of such signs. Upon vacating the Premises, TENANT shall remove all such signs and repair all damage caused by such removal.

**EXHIBIT "C"**  
**MAINTENANCE AND REPAIR RESPONSIBILITY**

Landlord and Tenant acknowledge and agree the following will constitute maintenance and repair responsibilities regarding the Premises:

Portion of the Premises:	Party responsible for maintenance, repair and replacement:	Comments and Exceptions:
Cabinets, Vanities, and Countertops	Tenant	Including toilet and accessories
Carpet and/or Tile (including Deep Cleaning, Repair, and Replacement)	Tenant	Tenant
Changes / Additions to Building	N/A	
Common Area Maintenance	Landlord	Including repairs to Common Area
Dumpsters / Trash	Landlord	
Elevators	N/A	
Exterior Cleaning	Landlord	
Exterior Doors (including Closure Devices, Frames, Molding, etc.)	Both	Tenant will repair and shall be at all times responsible for replacement of locksets and any and all electronics associated with the doors; As necessary, Landlord will replace provided that the damage is caused by wear and tear; As necessary, Landlord will repair and replace the main front door provided that the damage is caused by wear and tear.
Exterior Electrical: Meter Base, Outlets, Switches, etc.	Landlord	Exterior to the Premises
Exterior Lighting (Pole and Building Fixtures)	Landlord	This is OUC's responsibility.
Exterior Painting	Landlord	
Exterior Plumbing (including Septic Tanks, Lift Stations, Pumps, etc.)	Landlord	Unless caused specifically by Tenant
Exterior Walls, Building Envelope, and other Structural Components	Landlord	Unless caused specifically by Tenant
Exterior Windows	Tenant	Including glass located in doors
Fire Alarm Systems (including False Alarms)	Landlord	
Fire Extinguishers	Tenant	
Generators	Tenant	Including electric service to/from generator, if applicable
HVAC Preventative Maintenance	Landlord	
Interior Doors (including Closure Devices, Frames, Molding, etc.)	Tenant	

Interior Electrical: Main Switchgear & Breakers	Tenant	
Interior Electrical: Outlets, Switches, Light Fixtures, Distribution Panels, etc.	Tenant	
Interior Decoration (including Paint, Hanging Pictures, Shelves, TV's, Dispensers, etc.)	Tenant	
Interior Plumbing: Faucets, Toilets, Sinks, Water Heaters, Appliances etc. (including Leaks under Slab or Inside Walls)	Tenant	Unless leak is under the slab, in which case Landlord
Interior Windows, Glass Partitions, Window Treatments, Ceiling Tiles	Tenant	Including mirrors
Irrigation Systems (including Controllers, Pumps)	Landlord	
Janitorial	Tenant	
Landscaping (including Debris Clean-up & Storm Drainage)	Landlord	
Life Safety / Fire Sprinklers / Fire Hood Suppression	Landlord	
Locks / Key Management	Tenant	
Overhead Doors / Automatic Gates (including Closure Devices, etc.)	Both	Tenant is responsible for repairs and Landlord is responsible for replacements
Parking Lot and Driveway (including Hardscapes)	Landlord	
Pest Control (including removal/disposal of dead animals)	Tenant	Exception: Landlord is responsible for Pest Control in landscaping area
Roof	Landlord	
Security Systems / Cameras	Tenant	
Signage	Tenant	
Utilities – Electrical and Waste Disposal	Tenant	
Utilities – Internet Access, Phones, IT equipment	Tenant	
Utilities – Water / Sewer	Tenant	
Other:		
Other:		
Other:		
Other:		