



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 1

DATE: August 17, 2022

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

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

FROM: Ana Alves, Sr. Acquisition Agent
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 Commercial Lease Agreement between FedReal Property Investment & Asset Management, 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 license, as needed.

PROJECT: Head Start – Hungerford Office
989 W. Kennedy Boulevard, Suite 101, Orlando, Florida 32810
Lease File #10151

District 2

PURPOSE: To provide an office space for operations of the Head Start Program near Hungerford Elementary School.

ITEMS: Commercial Lease Agreement
Monthly Cost: \$1,677.34 - September 1, 2022 through August 31, 2023
\$1,727.66 - September 1, 2023 through August 31, 2024
Size: Approx. 900 square feet
Term: 24 months
Options: Two additional one-year terms

APPROVALS: Real Estate Management Division
County Attorney's Office
Risk Management Division
Facilities Management Division
Head Start Division

REMARKS: This Commercial Lease Agreement will provide office space for the operations of the Head Start Program near Hungerford Elementary School. Currently, Hungerford Elementary does not have an operational area for a Center Manager or Family Service Worker. These positions are necessary to provide direct services to the community, therefore the County is renting this office space. This location will be used for completing applications with families, staff meetings, and other activities requiring extra room.

AUG 30 2022

COMMERCIAL LEASE AGREEMENT

Between

FEDREAL PROPERTY INVESTMENT & ASSET MANAGEMENT LLC

and

ORANGE COUNTY, FLORIDA

THIS COMMERCIAL LEASE AGREEMENT ("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 **FEDREAL PROPERTY INVESTMENT AND ASSET MANAGEMENT LLC (aka FedReal Property)**, a Florida limited liability company (the "**Landlord**"), and **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida (the "**Tenant**").

WITNESSETH:

WHEREAS, the Landlord is the owner of real property located at 989 W. Kennedy Boulevard, Suite 101, Orlando, Florida 32810 (The "Premises").

WHEREAS, the Landlord desires to lease to the Tenant and the Tenant desires to lease the Premises (defined below) from the Landlord pursuant to the terms and conditions of this Lease.

NOW THEREFORE, in consideration of the premise herein contained, the parties do hereby agree as follows:

1. LEASE OF PREMISES. Landlord in consideration of the rents to be paid and the covenants and agreements to be performed and observed by the Tenant, does hereby lease to the Tenant and the Tenant does hereby lease from the Landlord that certain space identified as 989 W Kennedy Boulevard, Suite 101, Orlando, Florida 32810 (the "Premises"), together with as part of the Premises, the use of any common areas and improvements located thereon. The Premises are approximately 900 square feet as illustrated in **Exhibit A**, incorporated herein by reference.

Tenant shall be given vacant possession to Premises on or before the Commencement Date. Landlord acknowledges that as of Commencement Date there will be no existing lease, option to lease, right of renewal or any other leasehold interest in the Premises. Tenant acknowledges it has fully inspected and accepts the Premises in its present "as is" condition and acknowledges that Landlord has no further responsibility for maintenance of the Premises except as maybe set forth herein.

2. LEASE TERM.

a. Initial Term: The initial term of this Lease shall commence on September 1, 2022 ("Commencement Date"), and terminate August 31, 2024 ("Initial Term").

b. **Renewal Term:** Provided Tenant is not in default of any term of the Lease, Tenant at Tenant's option may renew this lease for two additional one-year terms. If Tenant intends to renew the Lease, Tenant shall provide Landlord with sixty (60) days' notice prior to the expiration of the preceding term.

The Initial Term and Renewal Term shall collectively be referred to as Term. If Tenant is granted access to the Premises prior to the Commencement Date, Tenant shall comply with all the terms of this Lease, specially including the insurance requirements in Paragraph 8, below.

3. **RENT.** During the Initial Term of the Lease, Tenant shall pay to Landlord the following Rent:

Initial Term	Monthly Rent	Annualized Rent
September 1, 2022 – August 31, 2023	\$1,677.34	\$20,128.08
September 1, 2023 – August 31, 2024	\$1,727.66	\$20,731.92

If Tenant elects to exercise its options to renew, Rent shall be paid during the renewal terms as follows:

Renewal Term	Monthly Rent	Annualized Rent
September 1, 2024 – August 31, 2025	\$1,779.49	\$21,353.88
September 1, 2025 – August 31, 2026	\$1,832.87	\$21,994.49

For the avoidance of doubt, the rental rates above are a **flat rate** and include utility (solid waste, water/irrigation), Landscape/Lawn Care, Pest Control, Common area Maintenance including roof and HVAC, Real Estate Taxes, Property Insurance and janitorial services. This Lease is not subject to reconciliation.

The first month's rent shall be due on or before twenty (20) business days after the execution of this Lease by the Board of County Commissioners. Tenant agrees that it may not occupy the Premises until the rent is paid to Landlord and Tenant will not be afforded an offset of Rent for the first month. Thereafter, Rent is due on or before the 15th of each month. Rent shall be considered overdue and delinquent on the 16th day of each calendar month, and subject to a flat late fee of \$50.00 will be added. The acceptance of a late fee by Landlord shall not cure any default by Tenant and shall not prevent Landlord from pursuing all remedies available for Tenant's default under this Lease and by law.

4. **TAXES.** As a governmental entity, Tenant is exempt from paying sales tax.

5. **UTILITIES.** Tenant shall pay for utility services furnished to the Premises, including, but not limited to, internet, electricity, telephone, together with all taxes levied or other charges on

such utilities. If the unit is individually metered, Tenant shall switch such utilities into Tenant's name before the Commencement Date.

6. PERMITTED USE. Tenant shall use the Premises solely for the operation of the professional office. Tenant shall be solely responsible for compliance with any governmental codes and ordinances regarding Tenant's use, including the payment of any impact fees due to Tenant's intended use. Landlord makes no warranties or representations regarding whether Tenant's intended use is permitted by local regulations. Any other use is strictly prohibited without the prior written consent of the Landlord.

Tenant shall not use, occupy, nor permit the leased premises or any part thereof to be used or occupied for any unlawful business use or purpose, nor for any business use or purpose deemed disreputable or extra-hazardous, nor for any purpose or in any manner which is in violation of any present or future governmental law or regulation. Tenant shall not cause the premises to become contaminated by any hazardous or toxic substance or materials. Tenant shall be responsible for any such contamination caused to occur on the property out of or in connection with Tenant's use of the same and any cleanup must be at the sole expenses of Tenant and considered rent due on the next regular rental due date.

7. INSURANCE. The following insurance requirements shall apply during the term of this Lease:

a. Insurance on the Premises. During the term of this Lease, the Landlord shall keep the premises insured by obtain a copy of general liability, fire insurance, and extended coverage (including business interruption insurance as well as loss of rents), such insurance to be written by an insurance company or companies authorized to do business in the State of Florida. It is acknowledged by both the Landlord and the Tenant that the aforesaid fire and extended coverage policy to be obtained by the Landlord shall not provide any protection to any property or improvements in the Premises owned by the Tenant, such coverage being the obligation of the Tenant to obtain and that such policy shall solely be for the protection of the Landlord.

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

Tenant/County shall exercise its privileges hereunder at its own risk. Landlord shall not be liable in any manner to Tenant, Tenant's business invitees, employees or to any other party or parties for

any loss, cost, damage or injury arising out of or in any manner connected with the Premises, or any part thereof, or arising out of, or in any manner connected with the condition thereof save those liabilities, damages, causes of actions, suits, attorney's fees, costs and expenses arising from the negligent or intentional acts of the Landlord.

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

8. INTERIOR IMPROVEMENTS. Tenant shall be solely responsible for any improvements required for Tenant's business. Tenant may, at any time during the Lease, with the written consent of landlord (which consent may be withheld in Landlord's sole discretion) make improvements or alterations to the Premises as tenant may from time to time deem necessary or desirable provided however, tenant shall not have the right to make any improvement or alterations that affect the structure, structural strength or outward appearance of the Premise or the Office Building. Tenant shall only use licensed contractors who shall obtain all required building permits and inspection at Tenant's sole cost and expense. All Tenant's contractors shall maintain applicable workers compensation insurance and name Tenant and Landlord as additional insureds. Tenant shall submit all building plans to the Landlord for prior written approval. Upon receiving approval of the plans by Landlord, Tenant shall diligently prosecute and complete said improvements and obtain certificates of occupancy, which shall certify that the Premise are ready for occupancy. Tenant's contractors shall minimize any inconvenience or disruption of other tenants' use of the building. Tenant acknowledges that any changes or alterations to the Premises desired by Tenant or required by governmental laws, for example the Americans with Disabilities Act (ADA), now or at any time during Tenant's occupancy of the Premises, shall be at the Tenant's sole cost and expenses.

9. ACCEPTANCE OF PREMISES. The Tenant has examined and inspected the Premises and hereby states and acknowledges that (i) the Premises are in good condition and are hereby accepted by the Tenant, and (ii) the Tenant is accepting the Premises in an "AS IS" condition.

10. HOLDING OVER. The Tenant shall pay to the Landlord for each day the Tenant retains possession of the Premises or any part thereof after expiration or termination of this Lease by lapse of time or otherwise, double the amount of the daily fixed monthly Rent for the last monthly period immediately prior to the date of such expiration or termination. However, acceptance by the Landlord of Rent after such expiration or termination shall not constitute a renewal and this provision shall not waive the Landlord's right of reentry or any other right guaranteed under this Lease.

Holdover Rent will not be assessed in the event Landlord and Tenant are in good faith negotiations for an extension/renewal. The holdover will not be longer than sixty (60) calendar days. Once extension/renewal agreement reached, the holdover rent should be recaptured in the first month rent of the extension/renewal.

11. MAINTENANCE. Tenant agrees to maintain the interior of the Premises in a clean and neat condition.

The Landlord shall be responsible to maintain, and repair, as needed the air conditioning and heating system and electrical fixtures and any required plumbing repairs and all other matters affecting the interior of the Premises.

Landlord agrees to be responsible for the structural integrity of the building located on the premises, to include but not be limited to the roof and other structural portions of the building, to be responsible for painting the exterior of the building, maintaining the electrical and plumbing which is provided to the building and for making major repairs and renovation to the building which would be covered by insurance resulting from damage to the building.

Upon vacating the Premises, the Tenant shall leave the Premises in broom swept condition.

12. IMPROVEMENTS UPON VACATING. All improvements, including repairs or replacements of equipment and appliances made to the Premises shall inure to the benefit of the Landlord at the expiration of the Lease.

13. INDEMNIFICATION.

Each party agrees to defend, indemnify, and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorneys' fees) arising from the indemnifying party's own negligent acts or omissions, or those negligent acts or omissions of the indemnifying party's officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this Agreement.

Tenant/County's indemnification is expressly limited to the amounts set forth in Section 768.28(5), Florida Statutes as amended by the Florida State Legislature. Nothing contained in this Agreement herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability of any kind for the acts, omissions, and/or negligence of the other party, its officers, officials, employees, agents, or contractors.

14. FIRE INSURANCE PREMIUM. Tenant agrees it will comply with safety guidelines established by the organization making insurance rates for the Premises, and will not keep, use or offer the sale in or upon the Premises any article which may be prohibited by the standard form of fire insurance policy. Landlord agrees to provide the following for the Premises: fire extinguisher and emergency lighting/exit signs. Landlord shall install if required by applicable law smoke/fire detector(s) and carbon monoxide monitor(s).

15. DUTIES AND OBLIGATIONS OF TENANT. During the term of the Lease, the Tenant shall comply with and abide by the following:

a. Tenant shall not make any alterations or additions to the Premises without the prior written consent of the Landlord. If such consent is obtained, the Tenant shall pay for all costs relating in any way to such alterations or additions. At the time the Tenant requests said consent from the Landlord, the Landlord may condition its consent on the requirement that the Tenant shall, at the end of the term of this Lease, restore the Premises to their original condition, ordinary wear and

tear excepted. If the Landlord does not so condition its consent, then the Tenant will have no obligation to remove any alterations or additions at the end of the term of the Lease.

b. Tenant shall abide by all rules and regulations of the Landlord which, in the opinion of the Landlord are reasonably necessary or advisable for the safety, care, protection or cleanliness of the Premises or any persons on or in the vicinity thereof.

c. Tenant shall, at its own expense, comply with all laws, orders, ordinances, and regulations of Federal, state and municipal authorities and with the directions of public officers thereunder, respecting all matters of occupancy, conditions, usage, or maintenance of the Premises, and the Tenant shall hold the Landlord harmless from any costs or expenses relative thereto of whatsoever nature.

d. Tenant, at its own cost and expense shall maintain and keep in a good state of repair, the interior of the Premises at all times.

16. SUBORDINATION TO MORTGAGE. The Tenant agrees that this Lease is and shall remain subject to and subordinate to all present and future mortgages affecting said Premises, as well as all covenants and restrictions of record. The subordination of this Lease to all present and future mortgages shall be automatic and shall not require the execution of any documents by the Tenant. However, the Tenant agrees to execute on demand, all appropriate documents to reflect and confirm that this Lease is subordinate to any mortgage. Further, upon written demand from the holder of any mortgage that the Tenant is to attorn to said mortgage holder, the Tenant shall attorn to said mortgage holder.

17. ESTOPPEL CERTIFICATE. Tenant shall, at any time upon not less than thirty (30) days prior written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing on the form provided by Landlord: (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect), the amount of any security deposit, and the date to which the rent and other charges are paid in advance, if any; and (ii) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by prospective purchasers or encumbrancers to the Premises. At Landlord's option Tenant's failure to deliver such statement within such time shall be an Event of Default under this Lease or shall be conclusive upon Tenant: (A) that this Lease is in full force and effect, without modification, except as may be represented by Landlord; (B) that there are no uncured defaults in Landlord's performance; and (C) that not more than one month's rent has been paid in advance or such failure may be considered by Landlord as a default by Tenant under this Lease. The Manager of Tenant's Real Estate Management Division shall be authorized to approve and sign the estoppel certificate.

18. SURRENDER OF PREMISES. Upon the expiration or termination of this Lease, Tenant agrees to surrender the Premise in the same good and clean condition, ordinary wear and tear excepted, as existed at the Commencement Date of this Lease.

19. SIGNS. The Tenant agrees not to place any signs, advertisements or notices of any nature on any part of the exterior of the Premises, or on any wall, window or door of the Premises without the Landlord's prior written consent. Should a monument along Kennedy Boulevard be constructed by Landlord, Tenant shall have the right to lease signage space on said monument, for a cost yet to be determined. Tenant shall comply with all signage regulations by governmental authorities and be solely responsible for any permits and costs. Any temporary marketing or promotional signage the Tenant wishes to place near Kennedy Blvd. must comply with all government authorities and must be approved by Landlord in writing. Tenant understands that Tenant must remove any such temporary marketing signs at the end of each business day.

20. NO CONSTRUCTION LIEN. If any lien shall at any time, be filed against the Premises or any part thereof, or any encumbrance, charge, mortgage, conditional bill of sale, title retention, or security agreement be filed against the Premises or any part thereof, by reason of any work, labor or services or materials or equipment furnished to or for Tenant, within thirty (30) days after notice of the filing thereof, or such shorter period not less than fifteen (15) days as may be required by the holder of any mortgage to which this Lease is subject and subordinate, Tenant will cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If Tenant shall fail to cause such encumbrance, charge, etc., to be discharged within the period aforesaid, then in addition to any other right to remedy, Landlord may, but shall not be obligated to, discharge the same whether by paying the amount claimed to be due or by procuring the discharges of such lien by deposit or by bonding proceedings, and in any such event, Landlord shall be entitled, if Landlord so elects to compel the prosecution of an action for the foreclosure of such lien by the lienor and to pay the amount of the judgement in favor of the lienor with interest, costs and allowances. Any amounts so paid by Landlord and all costs and expenses incurred by Landlord in connection therewith, together with interest thereon at the highest rate permitted by law from the respective dates of Landlord's making of the payment or incurring of the cost and expense, shall constitute additional rent payable by Tenant under this Lease and shall be paid to Landlord by Tenant on demand.

In accordance with the applicable provisions of the Construction Lien Law and specifically section 713.10, Florida Statutes, no interest of Landlord, whether personally on in the Premises, or in the Lot or Building, shall be subject to liens for improvements made by Tenant or caused to be made by Tenant hereunder. Further, Tenant acknowledges that Tenant, with respect to improvements or alterations made by Tenant or caused to be made by Tenant hereunder, shall promptly notify, as required by state law, the contractor making such improvements to the Premises of this provision exculpating Landlord's liability for such liens. Nothing in this Lease contained shall be deemed or construed in any way as constituting the consent or request of Landlord, expressed or implied, by inference or otherwise, to any contractor, subcontractor, laborer, or materialman for the performance of any labor or the furnishing of any materials for any specific improvement alternation to or repair of the Premises or any part thereof, nor as giving Tenant any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any lien against the Premises or any part thereof. Tenant agrees to sign a Memorandum of Lease that acknowledges that no contractor, subcontractor or materialman contracting with Tenant may place a lien against the Premises owned by the Landlord.

21. DESTRUCTION OF PREMISES. If the Premises shall be damaged or destroyed in whole or in part by fire, casualty or other causes covered by Landlord's insurance, Landlord shall promptly and diligently restore the Premises, to their condition at the start of this Lease, provided that, in Landlord's reasonable estimation, such repairs can be made within one hundred eighty (180) days of such destruction or damage. Tenant shall, upon substantial completion by Landlord, promptly and diligently, and at its sole cost and expense, repair and restore any improvements to the Premises made by Tenant to the condition thereof prior to such destruction or damage. If, in Landlord's reasonable estimation, the Premises cannot be restored within one hundred eighty (180) days of such damage or destructions, Landlord at its option shall, by written notice to Tenant given within sixty (60) days after the date of such fire or other casualty, either (i) elect to repair or restore such damage, this Lease continue in full force and effect, or (ii) terminate this Lease as of a date specified in such notice, which date shall not be less than thirty (30) nor more than sixty (60) days after the date such notice is given. Until the restoration is complete, there shall be an abatement or reduction of Base Rental in the same proportion that the square footage of the Premises so damaged or destroyed and under restoration bears to the total square footage of the Premises, unless the damage event was caused by the negligence or willful misconduct of Tenant, its employees, officers, agents, licensees, invitees, visitors, customers, concessionaires, assignees, subtenants, contractors or subcontractors, in which even there shall be no such abatement.

22. LANDLORD'S INSPECTION RIGHTS. The Landlord and the Landlord's agents and representatives shall have the right to enter into or upon the Premises, or any part thereof, at all reasonable hours for the purpose of examining the same, or to make such repairs or alterations therein as may be necessary for the safety and preservation thereof provided, however, nothing contained herein or elsewhere in this Lease shall impose any duty or obligation on the Landlord to repair or maintain the Premises. Landlord or Landlord's agent, on and after the fifth month next preceding the expiration of the term hereby granted, shall have the right to show the Premises to persons wishing to purchase or lease the same. On and after the sixth month next preceding the expiration of the term, hereby granted, Landlord or Landlord's agents shall have the right to place "For Rent" or "For Sale" notices, or notices of similar import, on the front of the Premises or any part thereof, and Tenant hereby agrees to permit the same to remain thereon without hindrance or molestation.

23. CONDEMNATION. If the whole of the Premises shall be condemned or taken in any manner for any public or quasi-public use, this Lease and the term and estate hereby granted shall forthwith cease and terminate as of the date of vesting of title. If only a part of the Premises shall be so condemned or taken, then, effective as of the date of vesting of title, the rent hereunder for such part shall be equitably abated and this Lease shall continue as to such part not so taken. In the event that only a part of the Premises shall be so condemned or taken, then (i) if substantial structural alteration or reconstruction of the Premises shall, in the reasonable option of the Landlord's, be necessary or appropriate as a result of such condemnation or taking Landlord may, at its option, terminate this Lease and the term and estate hereby granted as of the date of such vesting of title by notifying Tenant in writing of such termination within sixty (60) days following the date on which Landlord shall have received notice of vesting of title, or (ii) if Landlord does not elect to terminate this Lease as aforesaid, this Lease shall be and remain unaffected by such

condemnation or taking, except that the rent shall be abated to the extent, if any, hereinabove provided. In the event that only a part of the Premises shall be so condemned or taken, and this Lease and the term and estate hereby granted are not terminated as hereinbefore provided. Landlord will, at its expense, restore with reasonable diligence, the remaining structural portions of the Premises as nearly as practicable to the same condition as it was at the commencement of the Lease Term.

In the event of termination in any of the cases hereinabove provided, this Lease and the term and estate hereby granted, shall expire as of the date of such termination with the effect as if that were the date hereinbefore set for the expiration of the term of this Lease, and the rent hereunder shall be apportioned as such date.

In the events of any condemnation or taking hereinabove mentioned of all or a part of the Premises, Landlord shall be entitled to receive the entire award in the condemnation proceeding, including any award made for the value of the estate vested by this Lease in Tenant, and Tenant hereby expressly assigns to Landlord any and all right, title and interest of Tenant now or hereafter arising in or to any part thereof, and Tenant shall be entitled to receive no part of such award.

The Tenant shall be entitled to make a separate business damage claim, a claim for tenant installed and owned trade fixtures, and a claim for the tenant's moving expenses. The tenant's claims shall be independent claims against the condemning authority. There shall be no apportionment. In the event of any taking, either party may, by notifying each other in writing, be released from the terms of this lease. After a taking or sale to a condemning authority under the threat of condemnation and in the event that the construction of the road does not commence immediately, both parties have the discretion to continue a leasing arrangement on a month-to-month basis.

24. CONDITIONS OF DEFAULT. If (i) default be made in the payment of rent or any item of additional rent, or any part thereof, or (ii) default be made in the performance of any of the terms, covenants and conditions in this Lease contained on the part of Tenant to be kept or performed or (iii) if, at any time during the term leases, there shall be filed by or against Tenant in any court of competent jurisdiction, a petition in bankruptcy or insolvency or for reorganization or for the benefit of creditors or takes advantage of any insolvency act, and within thirty (30) days thereof Tenant fails to secure a discharge thereof, the same shall constitute a condition of default entitling the Landlord to exercise any and all rights set forth in paragraph 26 below. However, in regard to any default arising under clause (ii) above, provided the continuation of such condition does not in the reasonable opinion of Landlord increase any risk to the Landlord as a result of such condition, the Landlord shall first give written notice to the Tenant of such condition and the Tenant shall promptly cure such condition within thirty (30) days after the giving of such notice, unless Tenant in good faith commenced the curing of such default within such thirty (30) day period and cannot with reasonable diligence cure such default within said period of thirty (30) days, in which event Tenant shall have a reasonable time to do so.

25. RIGHTS UPON DEFAULT. Upon the occurrence of an event of default, Landlord may, if Landlord so elects, at any time thereafter, exercise any one or more of the following remedies, all of which remedies shall be cumulative:

a. Terminate all the rights of the Tenant under this Lease including, but not limited to, the right of the Tenant to occupy the Premises on giving Tenant notice in writing of Landlord's intention to do so and this Lease and the term hereof shall expired and come to an end on the date fixed in such notice as if said date were the date originally fixed in this Lease for expiration of the term thereof and the Tenant shall then quit and surrender the Premises to the Landlord but the Tenant shall remain liable as hereinabove or hereinafter provided. The Landlord shall not by said action be deemed to have waived their rights under the Lease and as otherwise set forth herein unless the Landlord so expressly agrees in writing; or

b. The Landlord or its representatives may, without notice, re-enter the Premises by force, summary proceedings or otherwise, and remove all persons and contents therefrom without being liable to prosecution therefore, and the Tenant hereby expressly waives the service of any notice in writing of intention to re-enter or to institute legal proceedings to that end; or

c. The Landlord may relet the Premises or any part or parts thereof in the name of the Landlord or otherwise, for a term or terms which may at the Landlord's option, be less than or exceed the period which would otherwise have constituted the balance of the term of this Lease without releasing the Tenant from any liability, applying the rental from such reletting first to reimburse the Landlord's costs of obtaining possession (including attorneys' fees), second to restoring the Premises to a rentable condition, thirdly, to brokerage fees and costs to the Landlord of reletting the Premises, and then to the payment of rent, and all other charges due to the Landlord, no surplus shall be paid to Tenant, but Tenant shall remain liable for any deficiency. The Landlord at its option may make alterations, repairs, replacements and/or painting in the Premises as Landlord may consider advisable for the purpose of reletting the Premises or any part thereof, and the making of such alterations, repairs, replacements and/or painting shall not operate to be construed to release the Tenant from liability hereunder. The failure or refusal of Landlord to relet the Premises or any part thereof shall not release or affect Tenant's liability; or

d. Immediately accelerate the entire balance of the rent due for the term of the Lease and, in such event, the entire balance of the rent due and owing shall be due to the Landlord; or

e. The Landlord may do nothing and collect the rent as and when the same becomes due or may accelerate and collect the Rent as set forth in subparagraph (d) above. Any sums due to Landlord shall be paid in monthly installments by Tenant on the rent day specified in this Lease and any suit brought to collect the amount due for any month shall not prejudice in any way the rights of Landlord to collect any sums due for any subsequent month.

Any mention in this Lease of any particular remedy shall not preclude Landlord from any other remedy in law or in equity. Tenant hereby waives any and all rights of redemption granted by or under any present or future law. In the event of the termination of this Lease pursuant to subparagraph (a) above, Landlord shall forthwith be entitled to recover from Tenant as liquidated damages, an amount equal to the rent reserved in this Lease for the unexpired portion of the term leased.

26. NO ASSIGNMENT OR SUBLETTING. Tenant shall not assign this Lease nor sublease the Premises without the prior consent of the Landlord, whose consent may be withheld by the

Landlord in its absolute discretion. In addition, Tenant shall be obligated to pay Landlord a transfer fee of up to \$1,500.00 to cover the cost of Landlord's investigation and approval of any subtenant or assignee. Any attempted assignment or sublease without Landlord's written consent shall constitute a condition of default. Further, if the Tenant is other than an individual, any attempted indirect assignment or sublease by way of transfer of control of the Tenant shall also constitute an assignment which is prohibited under this paragraph.

27. ADVANCES BY LANDLORD. In the event that the Tenant shall fail to pay any of the amounts agreed to be paid by it hereunder, or if Tenant shall fail to perform any of the acts agreed to be performed by it hereunder, requiring the payment of any monies, and if Tenant shall fail to make such payment or payments, then Landlord may pay the same or may perform said act or cause the same to be performed, and the amounts so paid or expended by Landlord, with interest thereon at highest rate provided by law, may be added to and be payable forthwith to Landlord as additional rent hereunder.

28. NO WAIVER. Failure on the part of the Landlord or on the part of Tenant to complain of any action or inaction on the part of the other shall not be deemed to be a waiver of any of their respective rights hereunder. Neither shall such failure to complain constitute a waiver at any subsequent time of the same provision. The consent or approval by either party to or of any action by the other requiring consent or approval, shall not be deemed to waive or render unnecessary the obtaining of such consent or approval to or of any subsequent similar act.

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

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

LANDLORD	<i>With copy to:</i>
FedReal Property Investment and Asset Management, LLC	
Attn: Bill Dong	fedrealfl@gmail.com
PO Box 608282	
Orlando, Florida 32860	
TENANT	<i>With copy to:</i>
Orange County, Florida	Orange County, Florida

Attn: Manager, Real Estate Management Division	Attn: County Attorney's Office
400 East South Street 5 th Floor	201 South Rosalind Avenue, 3 rd Floor
Orlando, Florida 32801	P.O. Box 1393
	Orlando, Florida 32801-1393

31. MODIFICATION OF LEASE. The Lease may only be modified, amended or surrendered by an instrument in writing, duly executed by Landlord and Tenant.

32. EARLY TERMINATION. The Lease may be terminated by Tenant at a 180-day advance written notice to Landlord should Federal, State and the sources Grant funding be discontinued for any reason prior to the expiration of the Initial Term. Landlord allows for early termination provided Tenant provide a notice of grant termination.

33. DELEGATION OF AUTHORITY. The Manager of the Orange County Real Estate Management Division is hereby authorized, on behalf of the County, to furnish any notice required or allowed under, sign a memorandum of lease, sign estoppel certificates, renewals, subordinations, tenant's acceptance of improvements and to sign amendments to this Lease.

34. SUCCESSORS AND ASSIGNS. It is mutually understood and agreed that the covenants and agreements contained in the Lease shall be binding upon the parties hereto and upon their respective successors, heirs, legal representatives and assigns provided, however, this paragraph shall not of itself authorize any assignment or sublease by the Tenant.

35. ATTORNEY'S FEES. The parties expressly agree that each party shall bear the cost of its own attorney and legal fees in connection with any dispute arising out of this Lease, or the breach, enforcement, or interpretation of this Lease, regardless of whether such dispute results in mediation, arbitration, litigation, all or none of the above, and regardless of whether such attorney and legal fees are incurred at trial, retrial, on appeal, arbitration or mediation, provided that Landlord prevails in such prosecution at hearings or rehearings, or in administrative, bankruptcy, or reorganization proceedings.

36. LIABILITY OF LANDLORD. The liability of the Landlord under this Lease is solely limited to the interest of the Landlord in the Premises. Further, if and when Landlord shall sell the Premises, the Landlord shall have no further liability or obligation under this Lease provided the successor Landlord agrees to assume (subject to the express limitations of this paragraph) the duties and obligations of the prior Landlord.

37. NON-WAIVER. The waiver by the Landlord of, or the failure by the Landlord to insist upon the compliance with, any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition contained in the Lease and shall not constitute a forfeiture of any rights that the Landlord may have under this Lease, it being the understanding of the parties that the Landlord shall continue to retain all such rights under this Lease. The subsequent acceptance of Rent by the Landlord shall not be deemed to be a waiver of any preceding breach by the Tenant of any term, covenant or condition of this Lease. No failure of the Landlord to exercise any power

given the Landlord by this instrument, or to insist upon strict compliance by the Tenant of any obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of the Landlord's right to demand exact compliance with the terms of this Lease Agreement.

38. MISCELLANEOUS.

- a. **Force Majeure.** Whenever a period of time is herein prescribed for action to be taken by Landlord, Landlord shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of Landlord.
- b. **Recording.** Tenant shall not record this Lease (or any memorandum thereof, short-form lease, etc.) without the written consent of Landlord. If Landlord requests, the parties shall execute and acknowledge a short form of lease for recording purposes which shall be recorded at Tenant's expense.
- c. **Parking.** Tenant and its employees shall park their cars only such parts designated for purpose by the Landlord from time to time. No overnight parking shall be allowed unless approved by the Landlord in writing. Current parking capacity is 24 spots, average 3 spots for each suite. It follows first come first serve rule.
- d. **Waiver of Jury Trial.** In the event any dispute arises under this Lease, the parties hereby specifically waive any right to demand a jury trial.
- e. **Time.** Time is of the essence of this Lease and each and all of its provisions.
- f. **No Estate in Land.** This Lease shall create the relationship of landlord and tenant. No estate shall pass out of the Landlord in the Premises and the Tenant has only a right of use which is not subject to levy and sale.
- g. **Governing Law and Venue.** This Lease shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any action, suit, or proceeding brought to recover any sum due under, or to enforce compliance with, this Lease shall lie in the court of competent jurisdiction in and for Orange County, Florida; each party hereby specifically consents to the exclusive personal jurisdiction and exclusive venue of such court. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions shall be in the Orlando Division of the U.S. Middle District of Florida.
- h. **No Third-Party Beneficiaries.** The Parties are aware and understand that this Lease is solely for the benefit of the Landlord and the Tenant, and no person not a party hereto shall have any benefits or privileges hereunder either as third-party beneficiaries or otherwise.
- i. **Partial Invalidity.** If any provision of this Lease shall be held to be invalid, the reminder of this Lease shall not be affected thereby, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

39. CONSTRUCTION AND INTERPRETATION OF LEASE. The Lease shall be construed and interpreted without any reference whatsoever as to who prepared or authorized the preparation of this Lease or any of the exhibits thereto. Each party agrees that each has been actively involved in the preparation of this Lease and accordingly neither party shall have any benefit or preference one way or the other with respect to the construction or interpretation of the Lease.

40. HAZARDOUS WASTE. Tenant agrees to comply strictly and in all respects with the requirements of any and all federal, state and local statutes, rules and regulations now or hereinafter existing relating to the discharge, spillage, storage, uncontrolled loss, seepage, filtration, disposal, removal or use of hazardous materials, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Superfund Amendments and Reauthorization Act, the Resource Conservation and Recovery Act, the Hazardous Material Transportation Act and the Florida Substance Law (collectively the "Hazardous Waste Law") and with all similar applicable laws and regulations and shall notify Landlord promptly in the event of any discharge, spillage, uncontrolled loss, seepage or filtration of oil, petroleum, chemical liquids or solids, liquid or gaseous products or any other Hazardous Materials (a "Spill") or the presence of any substance or material presently or hereafter identified to be toxic or hazardous according to any Hazardous Waste Law, including, without limitation, any asbestos, PCBs, radioactive substance, methane, volatile hydrocarbons, acids, pesticides, paints, petroleum based products, lead, cyanide, DDT, printing inks, industrial solvents or any other material or substance which has in the past or could presently or at any time in the future cause or constitute a health, safety or other environmental hazard to any person or property (collectively "Hazardous Materials") upon the Premises, and shall promptly forward to Landlord copies of all orders, notices, permits, applications or other communications and reports in connection with any such spill or Hazardous Materials. Tenant shall not handle, use, generate, manufacture, store or dispose of Hazardous Materials in, upon, under or about the Premises. To the extent specified in Section 13 (as amended), Tenant shall indemnify Landlord and hold Landlord harmless from and against all loss, penalty, liability, damage and expense suffered or incurred by Landlord related to or arising out of (i) the presence of Hazardous Materials on the Premises; (ii) any Spill or Hazardous Material affecting the Building; or (iii) any other matter affecting the Premises as a result of Tenant's action or inaction within the jurisdiction of any Governmental Authority; which loss, damage, penalty, liability, damage and expense shall include, but not limited to, (a) courts costs, attorney's fees and expenses, and disbursements through and including any appellate proceedings; (b) all foreseeable and unforeseeable consequential damages, directly or indirectly, arising out of the use, generation, storage or disposal of Hazardous Materials by Tenant; (c) the cost of any required or necessary repair, clean-up or detoxification of the Project; and (d) the cost of preparation of any closure or other plans required under the Hazardous Waste Law, necessary to sell or lease the Premises.

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

42. BROKERS. In the event of a direct lease agreement, Landlord will compensate CBRE who represents the Tenant in this transaction a commission upon Lease Execution equal to 4% of the projected gross lease value of a 12-month lease. Subsequent renewal / extension is subject to re-negotiation.

43. ENTIRE AGREEMENT. This Lease incorporates all prior discussions and representations between the parties as to the Lease of the Premises and constitutes the complete and entire agreement between the parties as to the leasing of the Premises.

REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK, SIGNATURE PAGE TO
FOLLOW

Project: Head Start- Hungerford Office
Lease File: #10151

The parties hereto have signed and sealed this Lease as of the last date written below ("Effective Date").



ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

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

Date: 1 September 2022

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

By: Jessica Vaupel
for Deputy Clerk

Printed Name: Jessica Vaupel

**FEDREAL PROPERTY INVESTMENT & ASSET
MANAGEMENT LLC aka Real Property**

By: Dongzhiguan

Name: Zhiguan (Bill) Dong

Position: president

Date: Aug 11, 2022

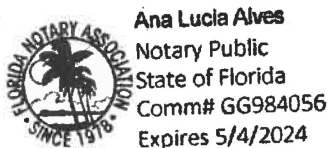
STATE OF Florida)

COUNTY OF Orange)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 11 day of August, 2022, by Zhiguan Dong. I personally know he/she ☐ or ☒ has produced DL as a form of valid identification.

(Notary Seal)

Ana Alves
Signature of Notary



Ana Alves
Printed Name of Notary

Commission Number: GG984056
Commission Expires: 5/4/2024

EXHIBIT A
PREMISES

