





Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 1

**DATE:** January 20, 2017

**TO:** Mayor Teresa Jacobs  
and the  
Board of County Commissioners

**THROUGH:** Ann Caswell, Manager   
Real Estate Management Division

**FROM:** Elizabeth Price Jackson, Senior Title Examiner   
Real Estate Management Division

**CONTACT PERSON:** Ann Caswell, Manager

**DIVISION:** Real Estate Management  
Phone: (407) 836-7082

**ACTION REQUESTED:** APPROVAL AND EXECUTION OF LEASE BETWEEN G&C OC INVESTORS, LLC AND ORANGE COUNTY AND DELEGATION OF AUTHORITY TO THE REAL ESTATE MANAGEMENT DIVISION TO EXERCISE RENEWAL OPTIONS IF NECESSARY, FOR OFFICE SPACE

**PROJECT:** Saratoga Building – Wraparound Orange  
3165 McCrory Place, Suite 122  
Orlando, Florida 32803  
  
District 5

**PURPOSE:** To provide office space for Wraparound Orange system of care for youth and families.

**ITEM:**

Lease

Cost: Year 1 - \$50,385.40 per year  
Year 2 - \$61,982.76 per year  
Year 3 - \$63,537.48 per year  
Year 4 - \$65,126.76 per year  
Year 5 - \$66,750.60 per year

Size: 3,455 square feet

Term: 5 years

Option: Two, 60-month renewals

**BUDGET:**

Account Number: 0001-043-0201-3620

**APPROVALS:**

Real Estate Management Division  
County Attorney's Office  
Health Services Department  
Risk Management Division

**REMARKS:**

Wraparound Orange needs to relocate from its current space at Great Oaks Village. This new lease commences on March 1, 2017, and will expire February 28, 2022, with two options to renew.

**A file labeled "BCC Agenda Backup" containing a copy of this agenda item and all supporting documentation is in the top drawer of the BCC file cabinet in the supply room adjacent to Commissioner Thompson's office.**

FEB 07 2017

**LEASE**

**THIS LEASE** is entered into as of the date of this Lease by and between **G&C OC INVESTORS, LLC**, a Florida limited liability company ("Landlord"), and **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida ("Tenant"). The date of this Lease shall be the date on which the last one of Landlord and Tenant has signed this Lease.

**1. LEASE PROVISIONS:**

**A. DESCRIPTION OF PREMISES**

Suite Number(s)	122
Building Name	Saratoga Building
Address	3165 McCrory Place
County	Orange County
City	Orlando
State/Zip	Florida, 32803
Center/Project	Orlando Central Center

**E. NOTICES**

Tenant

**ORANGE COUNTY, FLORIDA**  
Attn: Manager, Real Estate  
Management Division  
P.O. Box 1393  
Orlando, Florida 32802

**B. LEASED AREA**

Agreed to be 3,455 rentable square feet (includes Tenant's share of Common Areas)

Landlord

**G&C OC INVESTORS, LLC**  
2335 East Atlantic Boulevard, Suite 300  
Pompano Beach, Florida 33062  
Attention: Mark Corlew

**C. LEASE TERMS**

Term (Months)	60 months
Anticipated Commencement Date	March 1, 2017
Anticipated Expiration Date	February 28, 2022
Security Deposit	N/A
Current HVAC Access Fee Per Hour	
Per Air Handler	\$17.00

Copy to

**GROVER CORLEW OF FLORIDA, LLC**  
3165 McCrory Place, Suite 100  
Orlando, Florida 32803  
Attention: Property Manager – Ronda Dominguez

**D. PAYMENTS**

For payments sent by U.S. Postal Service:	G&C OC INVESTORS, LLC c/o Wells Fargo Bank P.O. Box 865502 Orlando, Florida 32886-5502
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**F. GUARANTOR(S)**

N/A

**G. LEASING BROKER(S)**

Tower Realty Partners, Inc., for Landlord.  
CBRE, Inc., for Tenant.

For payments sent by overnight mail:	Lockbox Services 865502 G&C OC INVESTORS, LLC c/o Wells Fargo Bank Lbx# 865502 11050 Lake Underhill Road Orlando, Florida 32825
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**2. LEASE OF PREMISES:** Landlord leases to Tenant and Tenant takes from Landlord the premises ("Premises") the location of which is shown on **Exhibit "A"** in the building ("Building") in the project ("Project") located in the city stated in Section 1A above.

**3. TERM AND POSSESSION:** The term of this Lease ("Term") shall (i) commence on the date (the "Commencement Date") that is the earlier to occur of (a) the date when Tenant takes possession of the Premises or any portion of the Premises for the conduct of its business, or (b) seven days following the date of Substantial Completion of the Tenant Improvements; and (ii) end on the last day of the calendar month which is 60 full calendar months after the Commencement Date (the "Expiration Date"). "Substantial Completion" shall mean the date on which the Tenant Improvements are substantially completed so that Tenant may use the Premises for their intended purposes notwithstanding that punchlist items or insubstantial details concerning construction, decoration, or mechanical adjustments remain to be performed. Landlord shall determine the Commencement Date, and Tenant shall, if Landlord so requests, execute a letter confirming the Commencement Date and the Expiration Date of the Term substantially in the

form attached as **Exhibit "B"**. Tenant's failure to execute and return the confirmation letter shall not affect the Commencement Date as determined by Landlord. The Manager of Tenant's Real Estate Management Division is authorized to execute the confirmation letter.

Landlord shall use reasonable efforts to have the Tenant Improvements substantially completed on or before the Anticipated Commencement Date, subject to Unavoidable Delay. If the Commencement Date is delayed because of Landlord's failure to complete any alteration or construction work, or by reason of the holding over of any prior tenant, Tenant shall not be required to commence payment of rent until the Commencement Date has occurred and Landlord has delivered possession of the Premises to Tenant and such delay in rent commencement will be the full extent of Landlord's liability to Tenant on account of the delay, and the rent schedule set forth herein shall be adjusted accordingly to reflect the actual Commencement Date.

4. **USE:** Tenant shall continuously use and occupy the Premises only for general and government office purposes directly related to the business conducted by Tenant as of the date of this Lease. Tenant shall not use or permit or suffer the use of the Premises for any other business or purpose. Tenant shall comply with the "Rules and Regulations" of the Building, which are subject to change from time-to-time. A copy of the current Rules and Regulations are attached hereto as **Exhibit "D"**. Tenant shall not allow the Premises to be occupied by more than 6 persons for each 1,000 square feet of rentable area in the Premises and shall use no more than 5 parking spaces in the parking areas for each 1,000 square feet of rentable area in the Premises.

5. **RENT AND SALES TAX:** Monthly Base Rent is due in advance on the first day of each month. "Monthly Base Rent" shall mean the following amounts:

<u>PERIOD</u>	<u>ANNUAL RATE/RSF</u>	<u>MONTHLY RENT</u>
Months 1-2	\$0.00	\$0.00
Months 3-12	\$17.50	\$5,038.54
Months 13-24	\$17.94	\$5,165.23
Months 25-36	\$18.39	\$5,294.79
Months 37-48	\$18.85	\$5,427.23
Months 49-60	\$19.32	\$5,562.55

On the execution of this Lease by Tenant, Tenant shall pay to Landlord the installment of Monthly Base Rent for the first month of the Term for which rent is due and not abated. Monthly Base Rent and any additional rent due under this Lease, including any sales or use taxes (collectively called "Rent"), shall be paid without notice, demand, setoff, or deduction whatsoever. Tenant agrees to pay to Landlord all Rent and other sums under this Lease at the address specified in Section 1D, or at any other place designated in writing by Landlord. Except as otherwise provided, all additional rent payments are due 30 days after delivery of an invoice. All Rent or other sums that are not received within five days of the date due shall bear interest at the maximum rate permitted by applicable law or 18% per annum, whichever is less, from the date due until paid plus Tenant shall pay a late payment service charge, equal to \$100.00, for each month for which payment of Rent or other sums due are not received by Landlord when due. Tenant shall pay a charge equal to \$50.00 per returned check or the amount to which Landlord is entitled under state law, whichever is greater.

As a political subdivision of the State of Florida, Tenant represents to Landlord that its rights of tenancy and occupancy under this Lease are exempt from the imposition of Florida State sales and use taxes. Tenant shall furnish to Landlord satisfactory proof of such exemption, and Tenant shall not be liable for payment of such taxes for so long as the exemption is in effect.

## **6. OPERATING EXPENSES AND TAXES:**

A. Beginning at the 13<sup>th</sup> month of the Lease Term, Tenant agrees to pay to Landlord, as additional rent, each year after the Base Year Tenant's proportionate share of any increases in (i) operating expenses above the operating expenses for the Base Year; plus (ii) taxes above the taxes for the Base Year. The "Base Year" shall mean calendar year 2017. Tenant's proportionate share shall be 7.76% (calculated by dividing the rentable area of the Premises by the rentable area of the Building of 44,547 rsf). Tenant acknowledges that during the Term Landlord may make alterations to the Building, thereby decreasing the total Building rentable area and increasing Tenant's proportionate share. If the area of the Premises or the area of the Building is changed after the Date of this Lease, the Tenant's proportionate share shall be equitably adjusted.

B. The term "operating expenses" shall mean all costs of ownership, use, repair, operation, and maintenance of the Building and Project (other than taxes as defined below) as determined by generally accepted accounting practices and shall include by way of illustration but not limited to: insurance premiums and deductibles, utilities, heat, air conditioning, window cleaning, janitorial service, elevator service, pest control, labor, materials, supplies, security, landscaping and fertilization, utility and road repairs, equipment and tools, management fees (capped at 3% of gross rental income), on-site management office, the Building's allocated share (as reasonably determined by Landlord) of those expenses incurred on a Project-wide basis for the entire Project and which benefit the Building including costs in connection with (i) landscaping, (ii) utility and road repairs, (iii) security, (iv) Project signage installation, replacement, and repair, permits, licenses, inspection fees, and (v) capital expenditures, amortized over the useful life of the item, that are reasonably determined by Landlord as necessary for the continued operation of the Building, intended to result in savings in operating expenses or resulting from laws now in force or that become effective or are interpreted or enforced differently after the date of this Lease.

C. The term "taxes" shall mean all ad valorem, real, personal property and other taxes and assessments relating to the Building, Premises, Project and the parcel of land on which the Building and/or Project sits, general or extraordinary, foreseen or unforeseen, together with all expenses incurred in contesting, protesting or monitoring the payment of such taxes and assessments (provided, however, if the method of taxation then prevailing shall be altered so that any method of taxation shall be levied or imposed upon Landlord in place or partly in place of any such real property taxes and assessments or shall be measured by or based in whole or in part upon the rents or other income therefrom from the Project, then all such new taxes, assessments, levies, impositions or charges shall also be included in taxes). Taxes shall also include ad valorem real and personal property taxes and assessments for access roads or other common areas, and any amounts due under any property owner covenants or cost contribution agreements for the Project.

D. Landlord shall reasonably estimate the operating expenses and taxes that will be payable for each calendar year (following the Base Year). If the anticipated operating expenses and taxes for any calendar year shall be greater than the operating expenses and taxes for the Base Year, Tenant shall pay to Landlord (in advance, together with its payment of Monthly Base Rent) an amount equal to one-twelfth of Tenant's proportionate share of such excess. Tenant waives and releases any and all objections or claims relating to operating expenses and/or taxes for any calendar year unless, within 90 days after Landlord provides Tenant with the annual statement of the actual operating expenses and taxes for the calendar year, Tenant provides Landlord written notice that it disputes the statement and specifies the matters disputed. If Tenant disputes the statement then, pending resolution of the dispute, Tenant shall pay the sums in question to Landlord in the amount provided in the disputed statement.

E. After conclusion of each calendar year, Landlord shall furnish Tenant a statement of actual operating expenses and taxes for the year. An adjustment shall then be made between Landlord and Tenant with payment to or repayment by Landlord, as the case may require. Any such repayment by Landlord shall be in the form of a credit against Tenant's monthly rent obligations unless Tenant is then in default under this Lease.

F. Any dispute between the parties as to operating expenses and/or taxes shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association as amended and in effect on the date the notice is given of the intention to arbitrate, with the following exceptions. There shall be a single arbitrator selected by the American Arbitration Association. The arbitrator shall have at least ten years' experience in the supervision of the operation and management of major office buildings in the market area of the Building. The determination of the arbitrator shall be final, binding, and conclusive on all the parties, and judgment may be rendered on it by any court having jurisdiction, upon application of either Landlord or Tenant.

G. If during any year (including the Base Year, if applicable) the entire Building is not occupied or Landlord is not furnishing utilities or services to all of the premises in the Building, then the variable operating expenses for that year shall be computed (using reasonable projections and assumptions) as though the entire Building were completely occupied and all of the premises in the Building were provided with the applicable services. For purposes of this Lease, the term "variable operating expenses" shall mean any operating expenses that are variable with the level of occupancy of the Building. In addition, taxes shall be calculated for the Base Year and all subsequent calendar years as though the Building and Project were fully occupied and assessed, such calculation to be determined by Landlord using reasonable projections and assumptions.

H. All amounts, other than the Monthly Base Rent, that Tenant is required to pay under this Lease shall constitute additional rent under this Lease.

7. **GOVERNMENTAL REGULATIONS:** Tenant shall comply promptly with all laws, codes, ordinances, rules and regulations of any governmental authority applicable to the Premises, including the Americans with Disabilities Act of 1990 and all similar laws ("ADA").

8. **SIGNS:** Tenant shall place no signs at any location at the Project. Initial placement of Building standard directional and identification signage shall be provided by Landlord and shall be limited to the tenant directory of the Building and individual tenant entry suite identification signage. Subsequent modifications of this signage shall be at Tenant's expense.

9. **SERVICES:** Landlord shall provide, according to its customary standards, excluding national holidays: (a) water from regular Building fixtures; (b) electricity for the purposes of lighting and general office equipment use in amounts consistent with Building standard electrical capacities; (c) janitorial services five times per week, Monday through Friday, excluding national holidays; (d) non-exclusive parking proximate to the Building, and (e) regular replacement of light bulbs for standard light fixtures. Landlord, at its expense in accordance with its customary standards, shall provide heating and cooling ("HVAC") of the Premises Monday through Friday, 8:00 a.m. to 6:00 p.m. HVAC may be provided at other times, at the request and in accordance with Building procedures and at the sole cost and expense of Tenant, paid as additional rent, according to the HVAC Access Fee Per Hour Per Air Handler provided in Section 1C (HVAC Access Fees are subject to change by Landlord from time to time). Other Tenant requested services may be provided by Landlord at sole cost and expense of Tenant, paid as additional rent including maintenance or replacement of non-Building standard items. Except as otherwise provided in this Lease, Landlord shall be responsible for all repairs and maintenance of the Premises, its fixtures, Life Safety Systems, and HVAC system.

Tenant has notified Landlord that Tenant intends to host after business hours events at the Premises no more than four (4) times per calendar month ("Event HVAC"). Notwithstanding anything in this Lease to the contrary, upon no less than two (2) days' prior written notice to Landlord, Landlord shall provide Event HVAC to the Premises for such events (up to (but not to exceed) four (4) times per calendar month) from 6:00 p.m. to 7:30 p.m., at no extra cost to Tenant. Tenant acknowledges that such after business hours events may interfere with and/or prohibit Landlord from performing its customary janitorial services as to the Premises on the days of such events, and Landlord shall have no liability as to any failure to so perform its customary janitorial services as to the Premises on the days of such events. Tenant shall use good faith efforts to cause its employees, guests, agents, and invitees to not unreasonably interfere with Landlord's janitorial staff. Tenant and Landlord may agree to Tenant hosting additional after business hours events and Tenant shall pay HVAC Access Fees as provided above. Notwithstanding the Event HVAC, Tenant has full use of the Premises as provided herein and may request after hours HVAC as provided above.

Tenant's use of electrical services shall not exceed, either in voltage, rated capacity, use, or overall load, that which Landlord deems to be standard for the Building, and, if required by Landlord, all costs associated with the additional usage and the installation and maintenance of facilities for the additional usages, including separate submetering, shall be paid by Tenant as additional rent. Except as otherwise provided in this Lease, Landlord shall have the right to select the Building's electric service provider and to switch providers at any time.

Landlord shall not be liable for damages for failure to furnish any service in a timely manner due to any causes described in Sections 12 and 13, or as a result of Unavoidable Delay. Any failure or delay as a result of these reasons shall not be considered an eviction or disturbance of Tenant's quiet enjoyment, use or possession of the Premises.

**10. CONDITION OF PREMISES/ALTERATIONS:** Tenant accepts the Premises as being in good repair and condition (subject to any improvements Landlord has agreed in this Lease to make), and Tenant shall maintain the Premises in good repair and condition (including but not limited to interior windows, glass and plate glass, doors, interior walls and finish work, floors and floor coverings, and supplemental or special heating and air conditioning system), reasonable use, wear and tear excepted. Before Tenant takes possession of the Premises, a walk through shall be conducted by all parties to document, and/or make any necessary repairs. Tenant shall not make any alterations, additions, or improvements to the Premises without first obtaining the written consent of the Landlord, which may be granted or withheld in Landlord's sole and absolute discretion.

The interest of Landlord in the Project shall not be subject to any liens, including, but not limited to, construction liens, for improvements made by Tenant or by persons claiming by, through or under it, and Tenant agrees it shall notify any person making any improvements on its behalf of this provision. This exculpation is made with express reference to Section 713.10, Florida Statutes. Tenant represents to Landlord that any improvements that might be made by Tenant to the Premises are not required to be made under the terms of this Lease and that any improvements which may be made by Tenant do not constitute the "pith of the lease" under applicable Florida case law. If any lien is filed against the Premises for work or materials claimed to have been furnished to Tenant, Tenant shall cause it to be discharged of record or properly transferred to a bond under Section 713.24, Florida Statutes, within ten days after notice to Tenant. Landlord and Tenant acknowledge and agree that there is no requirement under this Lease that Tenant make any alterations or improvements to the Premises.

**11. RIGHT OF ENTRY:** Landlord and persons authorized by Landlord shall have the right, upon at least twenty- four (24) hours notice to Tenant or Tenant's authorized representative (which notice may be provided to Tenant's office manager by email or telephone call notwithstanding section 21 below), to enter and inspect the Premises and to make repairs and alterations Landlord deems necessary, except no prior notice is required in cases of emergency. Landlord shall have the right at all times to alter, renovate, and repair portions of the Building which do not include the Premises, notwithstanding any temporary inconvenience or disturbance to Tenant.

**12. DESTRUCTION OF PREMISES:** If a fire or other casualty occurs that substantially damages the Premises, the Building, or the Project (collectively, a "Casualty"), Landlord may, within 45 business days after the Casualty, terminate this Lease effective on the fifth day after the notice. Either party may terminate this Lease if the Casualty occurs within the last year of the Term and the estimated cost of repair/restoration to the Premises exceeds 25% of the Monthly Base Rent remaining to be paid under this Lease. If this Lease is not terminated, Landlord will proceed with reasonable diligence to repair/restore the Building and Premises to substantially the same condition they were in immediately before the Casualty (other than Tenant's personal property). Rent shall abate for that part of the Premises which is rendered untenantable and not occupied by Tenant on a per-diem and proportionate area basis from the date of the Casualty until the date Landlord has substantially completed the repair/restoration work.

**13. CONDEMNATION:** If the whole or any substantial part of the Premises shall be condemned by eminent domain or acquired by private purchase in lieu of condemnation, this Lease shall terminate on the date upon which possession of the Premises is delivered to the condemning authority and Rent shall be apportioned and paid to that date. If no portion of the Premises is taken but a substantial portion of the Project is taken, at Landlord's option, this Lease shall terminate on the date upon which possession of such portion of the Project is delivered to the condemning authority and Rent shall be apportioned and paid to that date. Tenant shall have no claim against Landlord for the value of any unexpired portion of the Term, nor shall Tenant be entitled to any part of the condemnation award or private purchase price. Notwithstanding the foregoing, Tenant shall have the right to claim and recover, provided Tenant asserts and pursues its claim against the condemning authority, only that compensation or damage representing Tenant's moving and relocation expenses, the value of Tenant's personal property, and its business damage claim. If less than a substantial part of the Premises is condemned, this Lease shall not terminate, but Rent shall abate in proportion to the portion of the Premises condemned.

**14. ASSIGNMENT AND SUBLEASE:** Tenant shall not sublease, assign, mortgage, permit the transfer of ownership/control of the business entity comprising Tenant, or permit any portion of the Premises to be occupied by third parties without Landlord's written consent in each instance, which may be withheld in Landlord's sole and absolute discretion. Consent by Landlord to a transfer shall not relieve Tenant from the obligation to obtain Landlord's consent to any further transfer. Tenant and any guarantor shall remain fully liable for all obligations under this Lease following any such transfer.



**15. SUBORDINATION, ATTORNMENT, AND ESTOPPEL:** This Lease is and shall be subject and subordinate to all mortgages that may now or hereafter affect the Building, and to all renewals, modifications, consolidations, replacements, and extensions of the mortgages. This article shall be self-operative and no further instrument of subordination shall be necessary. However, in confirmation of this subordination, Tenant shall execute promptly (no later than 7 days after Landlord's request) any certificate that Landlord may request. If the interest of Landlord under this Lease is transferred by reason of or assigned in lieu of foreclosure or other proceedings for enforcement of any mortgage, or if this Lease is terminated by foreclosure of any mortgage to which this Lease is subordinate, then Tenant will, at the option to be exercised in writing by the purchaser or assignee, (a) attorn to it and will perform for its benefit all the terms of this Lease on Tenant's part to be performed with the same force and effect as if the purchaser or assignee were the Landlord originally named in this Lease, or (b) enter into a new lease with the purchaser or assignee for the remainder of the Term and otherwise on the same terms as provided in this Lease.

From time to time, Tenant, on not less than five days' prior notice, shall execute and deliver to Landlord an estoppel certificate in a form generally consistent with the requirements of institutional lenders and certified to Landlord and any mortgagee or prospective mortgagee or purchaser of the Building. The Manager of Tenant's Real Estate Management Division is authorized to execute the confirmation of subordination certificate and/or the estoppel certificate.

**16. INDEMNIFICATION:** To the fullest extent permitted by law, each party to this Lease shall be solely responsible for all claims, including but not limited to, suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs, and expenses of whatsoever kind or nature, arising out of its acts, errors, and omissions in connection with this Lease, and accordingly, each party shall, defend, indemnify, and hold harmless the other party, and the other party's agents, employees, and officers (the "Indemnified Parties"), at all times from and against any and all liability, loss, or expense arising from any acts or omissions (specifically including negligence and the failure to comply with this Lease) of the indemnitor and its employees in connection with the Building and only to the extent caused in whole or in part by the acts or omissions of the indemnitor and its employees. When any claim is caused by the joint acts or omissions of the indemnitor and the Indemnified Parties, the indemnitor's duties under this Section shall be in proportion to the indemnitor's allocable share of the joint liability. However, nothing contained herein shall constitute a waiver by Tenant and Permitted Transferee of its sovereign immunity, or the provisions of Section 768.28, Florida Statutes (2012).

**17. RELOCATION SECTION INTENTIONALLY DELETED**

**18. DEFAULT:**

A. Each of the following shall be an event of default under this Lease: (a) Tenant fails to make any payment of Rent or additional rent within five days after the date when due; or (b) Tenant fails to perform any other obligation under this Lease or the Rules and Regulations or any Guarantor defaults under any guaranty of this Lease; or (c) Tenant or any Guarantor or surety for Tenant's obligations under this Lease becomes bankrupt or insolvent or makes a general assignment for the benefit of creditors or takes the benefit of any insolvency act, or if any debtor proceedings be taken by or against Tenant or any Guarantor or surety; or (d) Tenant transfers this Lease in violation of the Assignment and Sublease article; or (e) Tenant fails to deliver an estoppel certificate within the time period required by the estoppel provisions of this Lease;

B. If Tenant defaults, in addition to all other legally available remedies, Landlord (i) may terminate this Lease by notice to Tenant; and/or (ii) may terminate Tenant's right of possession of the Premises, with or without terminating this Lease; and/or (iii) may declare the entire balance of all forms of rent due under this Lease for the remainder of the Term to be forthwith due and payable and may collect the then present value of the rents (calculated using a discount rate equal to the discount rate of the branch of the Federal Reserve Bank closest to the Premises in effect as of the date of the default); and/or (iv) may, but shall have no obligation to, perform the obligations of Tenant, and if Landlord, in doing so, makes any expenditures or incurs any obligation for the payment of money, including reasonable attorneys' fees, the sums so paid or obligations incurred shall be paid by Tenant to Landlord within 30 days of rendition of a bill or statement to Tenant therefor. If Landlord so accelerates payment of rent as provided in subsection (iii) and receives full payment of such amount from Tenant, Landlord shall account to Tenant, at the Expiration Date, for the net amounts (taking into consideration marketing/advertising costs, legal expenses, brokerage commissions, "free rent", moving costs, or other incentives granted, and the cost of improvements to the Premises/Building required by replacement tenants) actually



collected by Landlord as a result of a reletting. If this Lease is rejected in any bankruptcy proceeding, Rent for the entire month in which the rejection occurs shall be due and payable in full and shall not be prorated.

C. Notwithstanding the provisions of Section 18 of this Lease, Tenant shall not be deemed to be in default until Tenant has received reasonable notice of such default. For purposes of this paragraph, "reasonable notice" shall be at least 5 business days' notice of any non-payment from Landlord as to only the first two non-payments during any calendar year (any further non-payments during such calendar year shall be an immediate event of default under this Lease without notice and opportunity to cure), and at least thirty (30) business days for all other events constituting a default. If Tenant cures such default within this notice period, then Landlord shall not be entitled to avail itself of the remedies described in Section 18B above. Additionally Landlord shall not be entitled to exercise its right under Section 18B above in the event Tenant takes action to cure a non-monetary default within this notice period, but is unable, by reason of the nature of the work involved to cure the same within such period, provided Tenant continues to work thereafter diligently and without unnecessary delays and in all events, such cure is completed no later than sixty (60) business days from Landlord's notice.

D. If Landlord fails to perform its obligations under the Lease and such failure (a) interferes substantially with the normal use of the Premises or appurtenant parking and/or other common areas used by Tenant as allowed herein, and (b) continues for more than thirty (30) consecutive business days after written notice from Tenant to Landlord of the failure (provided that if such failure is of a nature that it cannot reasonably be cured within such thirty (30) consecutive business day period, then Landlord shall have an additional ten (10) consecutive business days to cure such a failure), then the Monthly Base Rent shall be proportionately abated (based on the proportion of the Premises which is not reasonably useable and actually not used by Tenant as a result of such interruption) from and after the expiration of such thirty (30) consecutive business day period (as may be extended pursuant to the parenthetical in this Section 18D above) until such interference is eliminated or the Premises are otherwise rendered tenable again. Additionally, if such interference continues for a period of sixty (60) or more consecutive business days after such written notice from Tenant to Landlord, then Tenant shall have the right and option to cancel this Lease in accordance with the following terms and conditions. As a prerequisite to Tenant exercising its right to cancel this Lease, Tenant must send a written notice to Landlord within fifteen (15) business days after the end of such sixty (60) consecutive business day period (the "Cancellation Notice") referencing the failure and stating in all capital letters and bold font: "Tenant intends to exercise its right to cancel the Lease if Landlord does not cure the failure described herein within five (5) business days of receipt of this notice." In the event that Tenant sends such notice to Landlord and Landlord fails to cure the failure specified in the Cancellation Notice within five (5) business days after its receipt of the Cancellation Notice (or fails to commence such cure and diligently pursue it to completion if the nature of the failure is such that it cannot be cured within such five (5) business day period) (the "Cure Period"), Tenant shall have the right to cancel this Lease by delivering a written notice of such termination to Landlord by no later than five (5) days after the expiration of the Cure Period.

E. In the event of any litigation relating to this Lease, each party hereto shall bear its own attorneys' fees and costs through all legal proceedings through and including any appeal.

**19. SURRENDER OF PREMISES:** Tenant shall surrender the Premises to Landlord at the expiration or sooner termination of the Term in good order and condition, broom-clean, except for reasonable wear and tear. All alterations, including HVAC equipment, wall coverings, carpeting and other floor coverings, ceiling tiles, window treatments, lighting fixtures, built-in or attached shelving, built-in furniture, millwork, countertops, cabinetry, all doors (both exterior and interior), bathroom fixtures, sinks, kitchen area improvements, and wall mirrors, made by Landlord or Tenant to the Premises shall become Landlord's property upon the expiration or sooner termination of the Term. On the expiration or sooner termination of the Term, Tenant, at its expense, shall remove from the Premises all moveable machinery and equipment, including moveable communications equipment and moveable office equipment, that are installed in the Premises by Tenant without expense to Landlord and can be removed without damage to the Premises or the Building, and all moveable furniture, furnishings, and other articles of moveable personal property owned by Tenant and located in the Premises. Tenant, at its expense, shall also remove all communication and data lines and cables and any non-Building standard alterations designated for removal by Landlord. Tenant shall repair any damage caused by the removal. Any items of Tenant's property that shall remain in the Premises after the expiration or sooner termination of the Term, may, at the option of Landlord, be deemed to have been abandoned, and in that case, those items may be retained by Landlord as its property to be disposed of by Landlord, without accountability to Tenant or any other party, in the manner Landlord shall determine, at Tenant's expense.

20. **HOLDING OVER:** Tenant shall pay Base Rent in an amount which is 125% of the Base Rent rate in effect at the end of the Lease Term for the first two months and 150% of the Base Rent rate in effect at the end of the Lease Term for each additional month or portion of a month Tenant holds over. In addition, Tenant shall be liable to Landlord for all damages, including any consequential damages, that Landlord may suffer by reason of any holding over by Tenant, and Tenant shall indemnify, defend, and save Landlord harmless against all costs, claims, losses, or liabilities resulting from delay by Tenant in so surrendering the Premises, including any claims made by any succeeding tenant founded on any delay.

21. **SECURITY DEPOSIT SECTION INTENTIONALLY DELETED**

22. **LANDLORD'S INTEREST:** No person holding Landlord's interest under this Lease shall have any liability after such person or entity ceases to hold such interest, except for any liability accruing while such person or entity held such interest. No shareholder, director, officer, employee, agent, or partner (general or limited) of Landlord shall have any personal liability under any provision of this Lease. If Landlord defaults in the performance of any of its obligations under this Lease, Tenant shall look solely to Landlord's interest in the Building and not to the other assets of Landlord for satisfaction of Tenant's remedies. No act or omission of Landlord or its agents shall constitute an actual or constructive eviction of Tenant or a default by Landlord as to any of its obligations under this Lease unless Landlord shall have first received written notice from Tenant of the claimed default and shall have failed to cure it after having been afforded reasonable time in which to do so, which in no event shall be less than 30 days. Further, Tenant waives any claims against Landlord that Tenant does not make in writing within 30 days of the onset of the cause of such claim. Landlord and Tenant each waive all rights (other than rights under the Holding Over article) to consequential damages or punitive or special damages of any kind. In addition, except as expressly provided in this Lease, Tenant waives all rights and remedies to terminate this Lease.

23. **NOTICES:** Any notice to be given under this Lease may be given by either party or its attorney or agent and shall be in writing and delivered by hand, by nationally recognized overnight air courier services (such as Federal Express), or by United States Postal Service, registered or certified mail, return receipt requested, in each case addressed to the respective party at the address specified in Section 1E or such other address as designated in writing by either party. A notice shall be deemed effective upon receipt or the date sent if it is returned to the addressor because it is refused, unclaimed, or the addressee has moved.

24. **SUCCESSOR AND ASSIGNS:** This Lease shall bind and inure to the benefit of the heirs, personal representatives, administrators, and, except as otherwise provided, the successors or assigns of the parties to this Lease. If Landlord assigns this Lease to a successor who expressly assumes the obligations of Landlord, Landlord shall be released from its obligations.

25. **INSURANCE:**

A. Tenant shall maintain "all-risk" property insurance; including furniture, fixtures, and equipment, for the full replacement value of such property. Likewise, Landlord shall maintain "all-risk" property insurance; including loss of rental income, covering the Building, and other related structures, and its personal property together with the value of any tenant improvements made to, on, or within the Leased Premises for the full replacement value of such property and any income in connection therewith. Notwithstanding anything stated to the contrary herein, Landlord and Tenant hereby agree to waive and release the other party from all claims related to or arising out of damage to the other's respective property, howsoever caused, to the extent the claim or damage is covered by the insurance required under this Lease, whether or not said insurance was in effect as required. Landlord and Tenant shall also require their respective insurance carriers to provide a waiver of subrogation in favor of the other party. In the event the cost of premiums on said fire and extended insurance increases due to the hazardous nature of the use and occupancy by the Tenant of the Premises, then the entire increase in insurance cost shall be paid by Tenant in a lump sum within thirty (30) days following receipt of invoice from the Landlord. Any increase in insurance premiums payable by Tenant during the Lease Term due to changes in insurance rate or insurable value shall be reimbursed, to the extent of Tenant's pro-rated share of such increase, by the Tenant and shall be payable in a lump sum within thirty (30) days following receipt of a periodic invoice from Landlord, provided however no reimbursement by Tenant shall be owed during the first full year of Tenant's initial Lease Term.

B. Tenant shall procure and maintain at its expense throughout the Lease Term or any early occupancy of the premises, the following insurance policy(ies):

(1) General liability insurance in an amount not less than \$5,000,000 to cover the Tenant, Landlord, and any others designated by Landlord against liability for injury and/or death of any persons and for damage to personal property occasioned by or arising out of any construction, condition, use, or occupancy of the Leased Premises.

(2) Fire/casualty and extended coverage insurance in an amount not less than \$1,000,000 to cover the full replacement value of Tenant's furniture, equipment, supplies, and any other property owned, leased, held, or possessed by it. Said general liability policies shall carry the name of the Tenant as the named insured and Tenant shall provide Landlord with a certificate of insurance prior to the Lease Commencement Date, and shall exhibit receipts showing payment of premiums on request from Landlord. Such policy shall further provide that the insurer shall not cancel, alter, or allow expiration or other termination thereof without at least thirty (30) days prior written notice from such insurer to Landlord.

(3) Workers Compensation insurance covering Tenant and its employees for all costs, statutory benefits and liabilities under state workers' compensation, disability and similar laws, together with Employers Liability insurance with limit of \$1,000,000 for bodily injury for each accident, \$1,000,000 for bodily injury by disease for each employee and \$1,000,000 for bodily injury by disease in the aggregate.

(4) Comprehensive automobile liability insurance on an occurrence basis in an initial amount of not less than \$1,000,000 combined single limit. This policy shall be on the then most current ISO form which provides the broadest coverage written to cover all owned, hired, and non-owned automobiles that are used by Tenant's employees in the course of Tenant's business. The policy shall include cross liability and severability of interest endorsements, and state that this insurance is primary insurance as regards any other insurance carried by the Landlord.

All insurance policies shall be written with insurance companies having a policyholder rating of at least "A-" and a financial size category of at least "Class XII" as rated in the most recent edition of "Best's Key Rating Guide". The commercial general liability insurance policy shall name Landlord and Landlord's managing agent and lenders as additional insureds and shall provide that they may not be terminated without 30 days' advance notice to the Landlord. Prior to occupying any part of the Premises, Tenant shall furnish evidence of insurance (ACORD 25 for Commercial General Liability and the 2003 edition of ACORD 28 Property, with copies of declaration pages for each required policy or other forms acceptable to Landlord). Coverage amounts for the commercial general liability insurance may be increased periodically in accordance with industry standards for similar properties. Tenant's insurance shall provide primary coverage to Landlord when any policy issued to Landlord provides duplicate or similar coverage, and in such circumstance, Landlord's policy will be excess over Tenant's policy. None of Tenant's policies may have a deductible of more than \$5,000.00.

D. In lieu of the insurance required above, permission is hereby granted to Tenant to self-insure with limits as stipulated in F.S. 768.28 and provide a certificate of insurance evidencing its insurance or self-insurance.

**26. TENANT IMPROVEMENT WORK:** Tenant accepts the Premises, Building, Project and Common Areas in their "as is" "where is" "with all faults" condition and Landlord shall not be required to make any improvements to the Premises, Building, Project or Common Areas, or provide any improvement allowances or payments to Tenant for Tenant's occupancy, except as specifically required on **Exhibit "C"** (the "Work Agreement").

**27. BROKER:** Tenant represents and warrants that it neither consulted nor negotiated with any broker or finder regarding the Premises, except the Leasing Broker(s) listed in Section 1G. Tenant shall indemnify, defend, and save Landlord harmless from and against any claims for commissions from any real estate broker other than the Leasing Broker(s) with whom they have dealt in connection with this Lease.

## 28. MISCELLANEOUS:

A. This Lease and the Exhibits and any Riders or Addenda attached to it contain the entire agreement between Landlord and Tenant and there are no other agreements, either oral or written. This Lease shall not be modified or amended except by a written document signed by Landlord and Tenant which specifically refers to this Lease. The captions in this Lease are for convenience only and in no way define, limit, construe or describe the scope or intent of the provisions of this Lease. The words "including" and "include" when used in this Lease shall be deemed to mean "including, but not limited to," or "including without limitation."

B. If any provision of this Lease or amendment is invalid or unenforceable in any instance, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision, or such provision in any circumstance not controlled by such determination.

C. If at any time during the Term the Building has any type of card access system for the parking areas or the Building, Tenant shall purchase access cards for all occupants of the Premises from Landlord at a Building standard charge and shall comply with Building standard terms relating to access to the parking areas and the Building.

D. The failure of a party to insist on the strict performance of any provision of this Lease or to exercise any remedy for any default shall not be construed as a waiver. The waiver of any noncompliance with this Lease shall not prevent subsequent similar noncompliance from being a default. No waiver shall be effective unless expressed in writing and signed by the waiving party. The receipt by Landlord of any rent after default on the part of Tenant (whether the rent is due before or after the default) shall not excuse any delays as to future rent payments and shall not be deemed to operate as a waiver of any then existing default by Tenant or of the right of Landlord to enforce the payment of any other rent reserved in this Lease, or to pursue eviction or any other remedies available to Landlord. No payment by Tenant, or receipt by Landlord, of a lesser amount than the rent actually owed under the terms of this Lease shall be deemed to be anything other than a payment on account of the earliest stipulated rent. No endorsement or statement on any check or any letter accompanying any check or payment of rent will be deemed an accord and satisfaction. Landlord may accept the check or payment without prejudice to Landlord's right to recover the balance of the rent or to pursue any other remedy. It is the intention of the parties that this article modify the common law rules of waiver and estoppel and the provisions of any statute which might dictate a contrary result.

E. "Common Areas" mean all areas of the Project designated by Landlord for the common use and benefit of occupants of the Project, including Tenant. Landlord may add to, reduce, improve, or otherwise modify the Common Areas at any time but shall not materially reduce the number of parking spaces available or materially impair Tenant's access to the Premises or the parking facilities.

F. Except as specifically designated in this Lease, neither this Lease nor any memorandum of this Lease may be recorded or filed for record in any public records without the separate express written consent, in recordable form, of Landlord.

G. For purposes of this Lease, the term "Unavoidable Delay" shall mean any delays due to strikes, government regulations or controls, inability to obtain any material, utility, or service because of governmental restrictions, hurricanes, floods, or other natural disasters, acts of God, interruption of utility services by a utility provider, or any other cause beyond the direct control of the party delayed. Notwithstanding anything in this Lease to the contrary, if Landlord or Tenant shall be delayed in the performance of any act required under this Lease by reason of any Unavoidable Delay, then provided notice of the Unavoidable Delay is given to the other party within ten days after its occurrence, the period for the performance of the act shall be extended for a time period reasonably related to the actual delays resulting from the occurrence. The provisions of this article shall not operate to excuse Tenant from the payment of rent or from surrendering the Premises at the end of the Term, and shall not operate to extend the Term. Delays or failures to perform resulting from lack of funds or the increased cost of obtaining labor and materials shall not be deemed delays beyond the direct control of a party.

H. Landlord may temporarily close the Building and preclude access to the Premises in the event of casualty, governmental requirements, major repairs, or the threat of an emergency such as a hurricane or other act of God, if Landlord reasonably deems it necessary in order to prevent damage or injury to person or property.

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

J. Time is of the essence as to all obligations of Tenant under this Lease.

K. Intentionally omitted.

L. All Exhibits contained in or attached to this Lease shall be deemed to be a part of and are incorporated in this Lease by reference.

M. Any action brought under or with respect to this Lease must be brought in a court having jurisdiction located in Orange County, Florida.

**29. JURY WAIVER; COUNTERCLAIMS:** Landlord and Tenant Knowingly, Intentionally and Voluntarily waive trial by jury in any action, proceeding, or counterclaim involving any matter whatsoever arising out of or in any way connected with this Lease.

**30. RENEWAL OPTIONS.** Subject to the following terms and conditions, Tenant shall have the option (the "Renewal Option") to extend the Term for two (2) successive periods of sixty (60) consecutive months each (each, a "Renewal Term"). The first Renewal Term shall commence (if exercised) on the day after the Expiration Date of the initial Term. The second and final Renewal Term (if exercised) shall commence on the day after the expiration of the first Renewal Term. The Renewal Option is subject to the following terms and conditions:

A. Unless the parties agree otherwise, all then-existing terms and conditions of this Lease shall apply during each Renewal Term except: (i) Landlord shall have no obligation to renovate, remodel or make any improvements to the Premises or provide any tenant improvement allowance or free rent or other rental concessions as a result of Tenant's extension of the Term of the Lease, and Tenant shall continue possession of the Premises in its "as is", "where is" and "with all faults" condition; (ii) the Monthly Base Rent rate for each Renewal Term shall be determined in accordance with subparagraphs C and D below; and (iii) following the expiration of the second and final Renewal Term, Tenant shall have no further option to extend the Lease Term. Notwithstanding anything in this Section 30 to the contrary, (i) if Tenant effectively exercises its Renewal Option to extend the term for the first Renewal Term then (1) Landlord shall provide Tenant with a tenant improvement allowance in the amount of \$3.00 per rentable square foot of the Premises which may be used by Tenant solely for purposes of constructing and installing improvements to the Premises in accordance with plans and specifications approved in writing by Landlord, which shall not be unreasonably withheld, and (2) the Base Year shall be changed to calendar year 2022; and (ii) if Tenant effectively exercises its Renewal Option to extend the term for the second Renewal Term then the Base Year shall be changed to calendar year 2027.

B. The first Renewal Option may be exercised by written notice from Tenant to Landlord (a "Renewal Notice") delivered not later than 180 days prior to the Expiration Date of the initial Term (time being of the essence) and no earlier than 270 days prior to the Expiration Date of the initial Term (time being of the essence). If Landlord and Tenant enter into an amendment to this Lease extending the Term for the first Renewal Term pursuant to this Section 30, then the second and final Renewal Option may be exercised by written notice from Tenant to Landlord (also a "Renewal Notice") delivered not later than 180 days prior to the expiration of the first Renewal Term (time being of the essence) and no earlier than 270 days prior to the expiration of the first Renewal Term (time being of the essence). The exercise of the Renewal Option shall only be effective on, and in strict compliance with, the following terms and conditions, both as of the date of a Renewal Notice and the commencement of the applicable Renewal Term: (1) the Lease shall be in full force and effect and Tenant shall not be in default under this Lease, (2) Tenant shall be then current on all monetary obligations due from Tenant under the Lease, and (3) Tenant shall not have assigned all or any part of this Lease or sublet any part of the Premises or entered into any amendment to this Lease extending the Term or expanding or contracting the Premises. In the event the foregoing clause is satisfied as of the date of a Renewal Notice but any portion of such clause does not remain satisfied as of the commencement of the applicable Renewal Term, Landlord shall have the right to elect, by written notice delivered to Tenant at any time, to allow the applicable Renewal Term to remain effective (and retain all rights and remedies available to Landlord as to a default by Tenant under this Lease), or to immediately terminate this

Lease as a result of such failure and/or pursue any other remedies available to Landlord as to any default by Tenant under this Lease.

C. Tenant shall Monthly Base Rent to Landlord for the first Renewal Term pursuant to the rent chart set forth below.

<u>PERIOD</u>	<u>ANNUAL RATE/RSF</u>	<u>MONTHLY RENT</u>
Months 61-72	\$19.80	\$5,700.75
Months 73-84	\$20.30	\$5,844.71
Months 85-96	\$20.81	\$5,991.55
Months 97-108	\$21.33	\$6,141.26
Months 109-120	\$21.86	\$6,293.86

D. The Monthly Base Rent for the second Renewal Term, exclusive of any sales taxes, shall be a sum equal to 95% of the fair and reasonable market rental value of the Premises for the such Renewal Term (including any escalations thereof), taking into account the rentals at which extensions or renewals of leases are being concluded for reasonably comparable space in the Building or Park and in comparable buildings in the relevant office submarket in Orlando, Florida and taking into consideration all relevant factors such as the Base Year, market allowances, condition of space, etc.; provided, however, in no event shall the Monthly Base Rent rate for the initial year of the second Renewal Term be less than the Monthly Base Rent rate for the month immediately preceding the commencement date of such second Renewal Term. Within 15 days after receipt of a Renewal Notice, Landlord shall advise Tenant of the Monthly Base Rent for the second Renewal Term. Tenant, within 15 days after the date that Landlord advises Tenant, in writing, of the Monthly Base Rent for the second Renewal Term, shall either (i) give Landlord final notice ("Exercise Notice") of Tenant's exercise of its option, or (ii) if Tenant disagrees with Landlord's determination of the fair market rental value, provide Landlord with notice of rejection (the "Rejection Notice"). If Tenant fails to provide Landlord with either an Exercise Notice or Rejection Notice within the 15-day period, Tenant's option to extend the Lease shall, at Landlord's option, be null and void and of no further force and effect. If Tenant provides Landlord with an Exercise Notice, Landlord and Tenant shall enter into an amendment to the Lease extending the Term in accordance with the terms and conditions of this Section 30. If Tenant provides Landlord with a Rejection Notice, Landlord and Tenant shall negotiate to agree on the fair market rental value for the Premises for the second Renewal Term. On agreement, Landlord and Tenant shall enter into an amendment to this Lease extending the Term in accordance with the terms and conditions of this Section 30. If Landlord and Tenant cannot agree on the fair market rental value within 30 days after receipt of the Rejection Notice, Tenant's election to extend the Term shall be deemed withdrawn and Tenant's Renewal Option shall be null and void and of no further force and effect.

31. **LEASE APPROVAL.** Landlord understands that Orange County has government-mandated requirements for approving leases. Specifically, an agreed-upon Lease document shall first be executed by Landlord. Approximately six weeks from receiving a partially executed Lease from Landlord, this Lease will be placed on the agenda for a Board of County Commissioners meeting. Upon approval by the Board of County Commissioners, the Lease shall be fully executed.

32. **ENTIRE AGREEMENT/MODIFICATION:** This Lease together with all exhibits, constitutes the entire Agreement between the parties hereto with respect to the Premises. Any representations or statements heretofore made with respect to such subject matter, whether written or verbal, are merged herein. This Lease may only be modified in writing, and such modification must be signed by all parties hereto.

**[This Space Intentionally Left Blank]**



IN WITNESS WHEREOF, this Lease has been executed on behalf of Landlord and Tenant as of the date of this Lease.

**TENANT:**

**ORANGE COUNTY, FLORIDA**

By: Board of County Commissioners

By: *Teresa Jacobs*  
Teresa Jacobs  
Orange County Mayor

DATE: 2.7.17

**ATTEST:**

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

By: *Katie Smith*  
Deputy Clerk  
**Katie Smith**  
Printed Name



**LANDLORD:**

**G&C OC INVESTORS, LLC,**  
**a Florida limited liability company**

By: **G&C OC Management, Inc.**

By: *Mark E. Corlew* (SEAL)  
Mark E. Corlew, President

Date: 1.19.2017

Signed in the presence of:

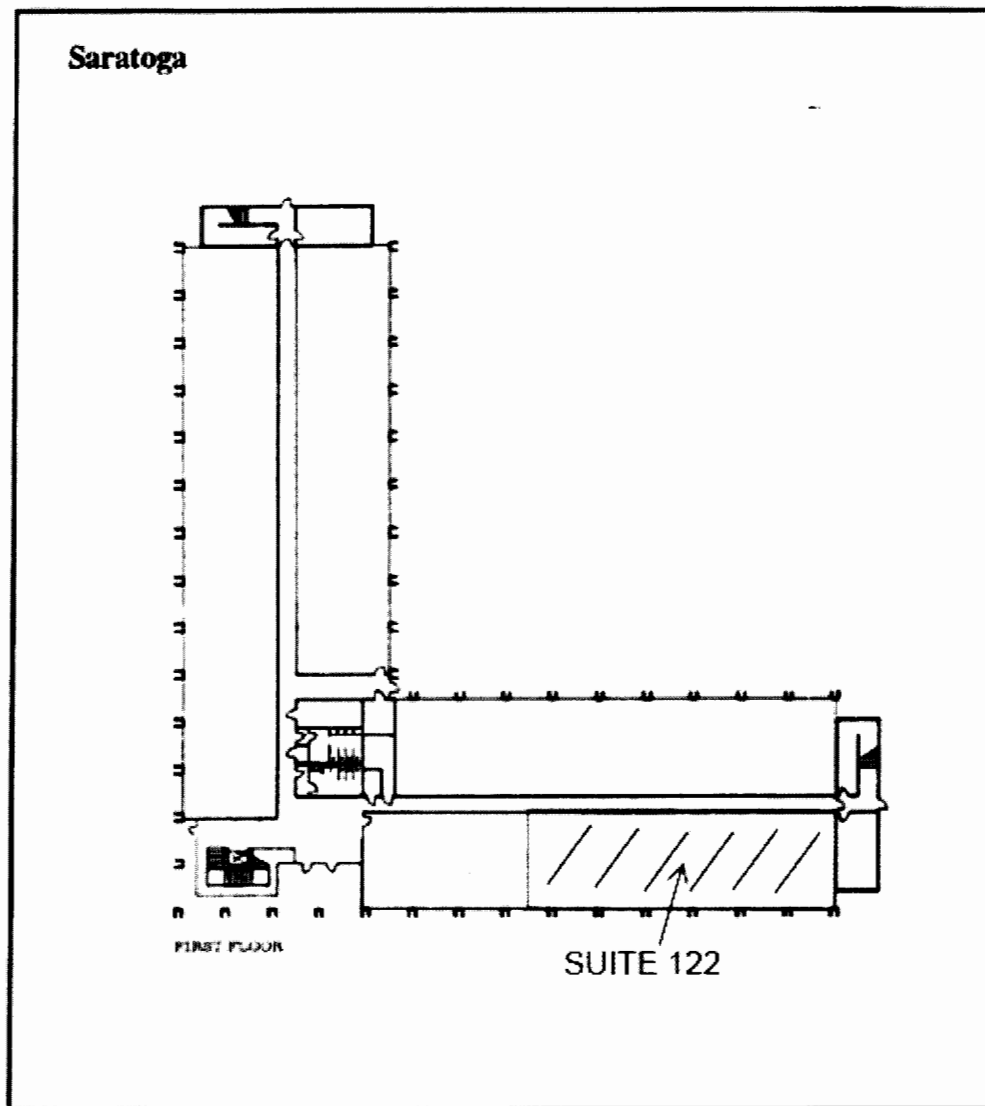
(1) *Jennifer Hessley*  
Printed Name

(2) *Melanie Lehman*

*Melanie Lehman*  
Printed Name  
As to Landlord



EXHIBIT "A"  
SKETCH OF PREMISES



**EXHIBIT "B"**

**COMMENCEMENT DATE LETTER**

This Letter is an amendment to the Lease Agreement for space in the Saratoga Building located at 3165 McCrory Place, Orlando, Florida 32803, executed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between **G&C OC INVESTORS, LLC** a Florida limited liability company, as Landlord, and **ORANGE COUNTY, FLORIDA**, a political subdivision of the State of Florida, as Tenant.

Landlord and Tenant hereby agree that:

1. The Premises consists of 3,455 square feet of Net Rentable Area.
2. Except for those items shown on the attached "punchlist", if any, which Landlord will remedy within \_\_\_\_\_ days hereof, Landlord has fully completed the construction work required under the terms of the Lease Agreement and Tenant has accepted such construction work.
3. The Premises are tenantable, the Landlord has no further obligation for construction (except as specified above), and Tenant acknowledges that both the Building and the Premises are satisfactory in all respects.
4. The Commencement Date of the Lease Agreement is hereby agreed to be the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.
5. The Expiration Date of the Lease Agreement is hereby agreed to be the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

All other terms and conditions of the Lease Agreement are hereby ratified and acknowledged to be unchanged.

Agreed and Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**ACKNOWLEDGED AND AGREED:**

**TENANT:**

**ORANGE COUNTY, FLORIDA,**  
a political subdivision of the State of Florida

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

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

Title: \_\_\_\_\_

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

**EXHIBIT "C"**  
**WORK AGREEMENT**

Tenant Improvements

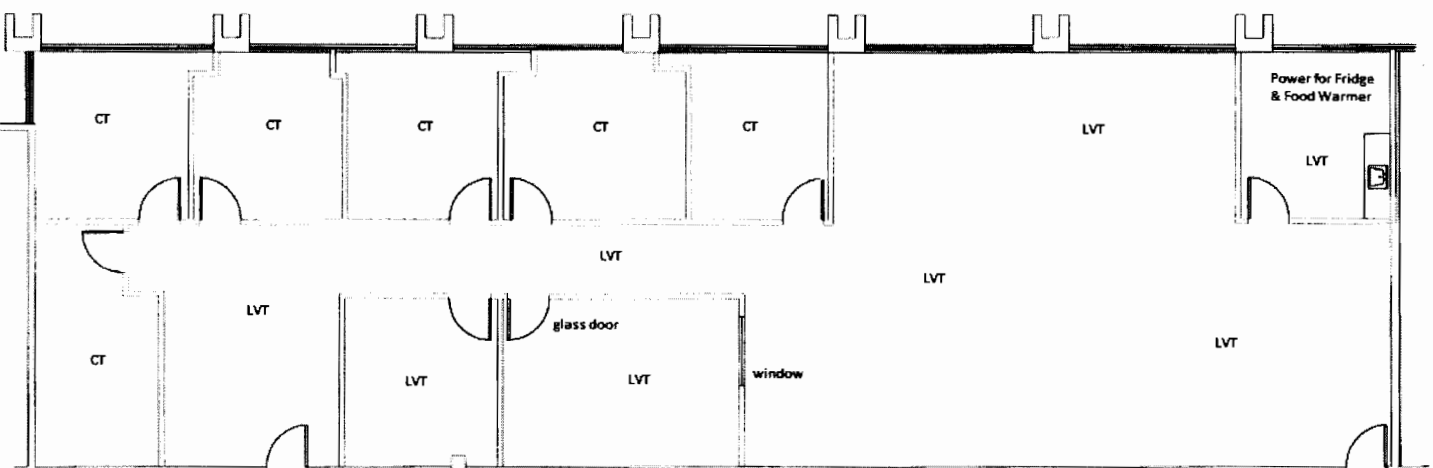
Landlord shall, at its expense, make the following improvements (the "Tenant Improvements") to the Premises: (1) installation of new Shaw 18oz Patcraft nylon carpet tiles with LokDots or equivalent carpet product with Tenant's approval in areas of the Premises marked CT as shown on **Schedule 1** below, Tenant to select color; (2) installation of new LVT to be 20MIL in the area of the Premises marked LVT as shown on **Schedule 1** below, Tenant to select color; (3) paint the ceiling grid of the Premises white; (4) repair and replace the existing ceiling tiles of the Premises as determined necessary by Landlord and Landlord's construction manager to create a consistent color and pattern; (5) clean-up, re-finish and/or repaint the doors and door frames of the Premises; (6) replace all of the existing HVAC diffusers in the Premises with new white 3-cone diffusers; (7) replace all of the existing return air grills in the Premises with new white grills; (8) replace damaged electrical outlets as determined necessary by Landlord and Landlord's construction manager and lower all outlets to uniformed above floor elevation; (9) installation of a new outlet for a copy/fax machine, refrigerator, food warming station, and phone equipment in location to be selected by Tenant; (10) installation of a new 6' by 5' glass insert in the location marked as "window" on **Schedule 1** below; (11) replace the existing door in the location marked as "glass door" on **Schedule 1** below with a new door with a glass insert; (12) installation of new 6' wide upper and lower cabinets with a new sink and faucet in the break room area of the Premises; (13) removal of all low voltage cabling from the Premises; and (14) removal of all cabling and equipment from the IT Room in the Premises (Landlord to leave existing fire rated plywood mount for Tenant's phone equipment); (15) two coats of paint on all drywall, Tenant to select color; and (16) all new 1/8" cove base throughout the Premises, Tenant to select color. The Tenant Improvements shall be installed using Building standard (as determined by Landlord), unless stated otherwise, materials and finishes. Landlord shall provide carpet tile, LVT, cove base, paint, Building standard cabinet and countertop samples to Tenant for Tenant's selection, which selection Tenant shall make within 10 business days of Landlord's request (and in Tenant fails to timely make its selection, Tenant shall be deemed to have accepted Landlord's selection). In no event shall the Tenant Improvements include any work, improvements, furniture, or work stations not specifically listed as Tenant Improvements in this paragraph.

If Landlord or its contractors are delayed in constructing the Tenant Improvements as a result of the occurrence of any "Tenant Delay" (as hereafter defined) then the date of Substantial Completion (as defined in Section 3 above) shall be deemed to be the day that the Tenant Improvements would have been Substantially Completed absent any Tenant Delay(s). Each of the following shall constitute a Tenant Delay: Tenant's failure to furnish information or to respond to any request by Landlord or any design consultant for any approval within any reasonable time period prescribed, or if no time period is prescribed, within two business days of a request; or Tenant's insistence on materials, finishes, or installations that have long lead times considering the anticipated Commencement Date after first having been informed that the materials, finishes, or installations will cause a Delay; or Tenant's failure to install its modular furniture in accordance with Landlord's construction schedule for the Tenant Improvements; or any interference with or delay to the completion of the Tenant Improvement Improvements as a result of Tenant's early entry as provided below; or any other delay chargeable to Tenant, or its employees, agents, or contractors.

Early Entry:

Landlord grants to Tenant and Tenant's agents a license to enter the Premises approximately 30 days prior to the anticipated Commencement Date so that Tenant may perform other work required by Tenant to make the Premises ready for Tenant's initial use and occupancy. It shall be a condition precedent to the right to exercise such license that (i) Tenant give to Landlord not less than 48 hours written notice of its intention to enter the Premises, (ii) that such access will not delay Landlord's Substantial Completion of the Tenant Improvements and (iii) Tenant may not conduct any business (other than Tenant's set-up) in the Premises. Such early access shall be subject to scheduling by Landlord.

**SCHEDULE 1 TO EXHIBIT "C"**



## **EXHIBIT "D"**

### **RULES AND REGULATIONS**

1. Sidewalks, doorways, vestibules, halls, stairwells, and other similar areas shall not be obstructed by Tenants or used by any Tenant for any purpose other than ingress and egress to and from the leased premises and for going from one part of the building to another part of the building.
2. Do not flush any solid materials down urinals. Plumbing fixtures and appliances shall be used only for the purposes for which designated, and no sweepings, rubbish, rags, or other unsuitable material shall be placed therein. Tenant shall pay repairs resulting from such damage to any such fixtures or appliances from misuse by a Tenant, and Landlord shall not in any case be responsible therefore.
3. Tenant shall give prompt notice to Landlord of any accidents to or defects in plumbing, electrical fixtures, or heating apparatus so that Landlord may attend to such accidents or defects promptly.
4. No signs, advertisements or notices shall be painted or affixed on or to any windows, doors, corridors, or other parts of the building except of such color, size, and style and in such places as shall be first approved in writing by Landlord.
5. Landlord shall provide and maintain an alphabetical directory board for all Tenants in the lobby of the building, and no other directory shall be permitted unless previously approved by Landlord in writing.
6. Tenants shall not make any alterations or physical additions in or to the leased premises without first obtaining the written consent of Landlord. Landlord shall have the sole power to direct electricians regarding the installation of wiring. No boring or cutting for wires will be allowed without the written consent of Landlord. The location of telephones, call boxes and other office equipment affixed to the premises shall be subject to the approval of Landlord. No equipment or installation of any kind shall be attached to the exterior of the building.
7. Movement of furniture, office equipment, merchandise or materials which requires use of elevators or stairways, or movement through the building entrances and lobby, shall be restricted to after-hours activity (before 8 AM and after 6 PM, Monday through Friday, anytime on weekends).
8. Landlord shall have the authority to prescribe the weight and manner that safes, file cabinets and other heavy equipment are positioned.
9. Passenger elevators are to be used only for the movement of persons, unless Landlord approves an exception.
10. Tenant unloading and / or loading is designated to the back entrance of the building. Front Entrance driveways are reserved for temporary use of emergency vehicles, postal carriers, taxi cabs and temporary drop off or pick up of invitees to the complex.
11. Tenant shall observe and comply with the driving and parking signs and markers on the property surrounding the rules and regulations concerning the parking areas.
12. Tenant shall notify the Property Management office of any vehicles being left on property for any length of time. If a car is presumed abandoned or not claimed it will be towed at the owner's expense.
13. All locks for doors in each Tenant's leased premises shall be building standard, and no Tenant shall place any additional lock or locks on any door in the leased premises without Landlord's written consent. All requests for duplicate keys shall be made through the Landlord and charged to the Tenant.
14. Corridor doors, when not in use, shall be kept closed.
15. Tenants are requested to lock all office doors leading to corridors and to turn out all lights at the close of their working day.
16. Tenants shall not tamper with or attempt to adjust temperature control thermostats in the leased premises or use any method of heating or air conditioning other than that supplied or approved by Landlord. Landlord shall adjust thermostats to maintain temperatures for heating, ventilating, and air conditioning.

17. Tenant shall cooperate with Landlord in maintaining an attractive exterior appearance for the building and in obtaining maximum effectiveness of the heating and air conditioning system in the building by closing blinds in the leased premises at such times as the Landlord may reasonably request.
18. Tenants shall comply with all requirements necessary for the security of the premise.
19. Tenants shall not make or permit any improper noises in the building or otherwise interfere in any way with other Tenants or persons having business with them.
20. All elevator lobbies are to be kept neat and clean. The disposal of trash or storage of materials in these areas is prohibited.
21. No vending machines of any type shall be allowed in Tenant space without prior written consent of Landlord.
22. No birds or animals shall be brought into or kept in, on or about public or Tenant areas.
23. Neither Landlord nor its agents or employees will be responsible for lost or stolen personal property, money or jewelry from the leased premises or public areas, regardless of whether such loss occurs when such area is locked against entry.
24. Tenant shall not cause any unnecessary janitorial labor or services by reason of Tenant's carelessness or indifference in the preservation of good order and cleanliness.
25. No cooking, except for microwave cooking, shall be permitted in the leased premises; nor shall the Tenant permit the leased premises to be used for lodging, sleeping or any immoral or illegal purpose or for any purpose that will damage the leased premises or the building or the reputation thereof.
26. Tenant shall not bring upon, use or keep in the leased premises or the building any kerosene, gasoline or flammable or combustible fluid or material.
27. Upon the termination of the tenancy, Tenant shall deliver to Landlord all keys, access cards, and cipher lock combinations for offices, rooms, and parking lot and toilet rooms, which have been furnished to Tenant. In the event of the loss of any keys so furnished, Tenant shall reimburse Landlord for all replacement costs.
28. Canvassing, soliciting and peddling in the building are prohibited. Tenants shall cooperate to prevent the same.
29. No person shall be employed by Tenant to perform janitorial work in the leased premises and no persons other than Landlord's employees shall be permitted to clean the leased premises without the written consent of Landlord.
30. Obey all NO SMOKING signs. Use of Tobacco and E-Cigarette's are not permitted inside any commercial building located at Orlando Central Center. It is against state and federal law to smoke inside of any commercial building.
31. Landlord reserves the right to rescind any of these rules and regulations and to make such other and further rules and regulations as in its judgment shall from time to time be required for the safety, protection, care, cleanliness and reputation of the building, the operation thereof, the preservation of good order therein, and the protection and comfort of the Tenants and their agents, employees and invitees.