



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 1

DATE: October 26, 2017

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: Paul Sladek, Manager *PBS*
Real Estate Management Division

FROM: Mary Ann Keller, Assistant Manager *MAK*
Real Estate Management Division

CONTACT PERSON: Paul Sladek, Manager

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

ACTION REQUESTED: APPROVAL AND EXECUTION OF LEASE AGREEMENT BETWEEN ORANGE COUNTY AND ORLANDO FEDERAL CREDIT UNION AND DELEGATION OF AUTHORITY TO THE REAL ESTATE MANAGEMENT DIVISION TO EXERCISE RENEWAL OPTION, IF NECESSARY

PROJECT: Orlando Federal Credit Union
Orange County Sheriff's Central Complex
2510 West Colonial Drive, Orlando, Florida

District 6

PURPOSE: To continue to provide office space for a Branch Office of the Orlando Federal Credit Union at the Sheriff's Central Complex.

ITEM: Lease Agreement
Revenue: \$1.00 per year
Size: 1,060 Square Feet
Term: 5 years
Options: Two, 2-year renewals

REVENUE: Account No: 0001-043-0201-6245

APPROVALS: Real Estate Management Division
County Attorney's Office
Risk Management Division
Orange County Sheriff's Office

REMARKS: The Orlando Federal Credit Union (OFCU) currently occupies space at the Sheriff's Central Complex under a prior Lease Agreement approved by the Board of County Commissioners (BCC) on August 27, 2002, as amended by First Amendment to Lease Agreement approved by the BCC on August 14, 2007, renewed by Agreement to Exercise Renewal Option dated July 10, 2009, as amended by Second Amendment to Lease Agreement approved by the BCC on August 30, 2011, renewed by Agreement to Exercise Renewal Option dated July 18, 2013, and renewed by Tenant Exercising Option to Renew dated August 20, 2015.

This Lease Agreement includes updated legal and insurance regulations and is based on the same terms and conditions as the original lease.

OFCU is a federally chartered credit union and as such is a not for profit agency, which makes it exempt from the competition requirements of the Procurement Ordinance. OFCU was selected as its membership consists of over 8,700 County, City, and municipal employees and their families. This location offers both a convenient and safe environment for County employees and local residents. It also contributes to employee productivity by eliminating or significantly reducing the need for Sheriff's employees to leave the facility for personal banking.

NOV 14 2017

ORANGE COUNTY, FLORIDA AND
ORLANDO FEDERAL CREDIT UNION

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into this 28 day of SEPT, 2017, between Orange County, Florida, a Charter County and political subdivision of the State of Florida ("Lessor"), and Orlando Federal Credit Union, a federally chartered, not for profit financial institution ("Lessee").

WITNESSETH :

That in consideration of the covenants and conditions contained herein, the parties agree as follows:

1. **Premises.** Lessor, in consideration of the payments to it by Lessee of rents herein contained, and in consideration of the performance by Lessee of the covenants hereinafter provided, does hereby lease to Lessee:

A. Approximately 1,060 square feet of leasable office space, known as room #1004, hereinafter referred to as the "Leased Premises," being part the Orange County Sheriff's Central Complex located at the intersection of John Young Parkway and Colonial Drive, hereinafter referred to as "Building," and as shown outlined on the plan attached hereto as "Exhibit A."

B. The Leased Premises constitutes .00489% of the total leasable area within the Building, which is approximately 217,000 square feet in total.

2. **Term & Termination.**

A. The term of this Lease shall be for a period of five (5) years commencing September 1, 2017, and ending on August 31, 2022 ("Lease Term"). Lessee shall have the option to extend the term of this Lease for two (2) additional terms of two (2) years each on the same basic terms and conditions herein; provided Lessee is not then in default and Lessee provides Landlord with written notice of Tenant's intent to exercise said option at least 180 days prior to the initial term expiration.

B. Either party may terminate this Lease at any time, with or without cause, upon 180 days' advance written notice to the other party.

3. **Rental.** As rental for the use and occupancy of the Leased Premises during the Lease Term, Lessee shall pay to Lessor One Dollar (\$1.00) per year in lawful money of The United States of America ("Rent"). Lessee shall pay Lessor Rent in advance of the commencement of the Lease Term for the entire Lease Term in the sum of \$5.00. Rent includes

the annual Operating Expense Factor described in Paragraph 5.

4. **Additional Rent.** In addition to the Rent set forth herein, all other payments to be made by Lessee to Lessor (including, but not limited to, reimbursement for any special or extraordinary services requested or required by Lessee) shall be deemed to be and shall become additional rent hereunder, whether or not the same be designated as such; and shall be due and payable within thirty (30) days following demand by Lessor or together with the next succeeding installment of rent, whichever shall first occur, together with applicable sales tax thereon; and Lessor shall have the same remedies for failure to pay the same as for a non-payment of Rent.

5. **Operating Expenses.** The Rent set forth in Paragraph 3 includes the annual Operating Expense Factor ("OEF") equal to the projected annual operating and maintenance expenses of the Building, site, and the parking and landscape areas for the first year of the Lease Term. The term "Operating Expenses" used in this Lease represents the total annualized cost of operating and maintaining the property including, but not limited to, utility services, interior and exterior area maintenance and service costs, real estate taxes and assessments, insurance premiums, and other reasonable costs associated with management and operation of the property typically associated with a full service lease. Costs shall not include depreciation on any improvement, any capital expense or improvements, particularly major re-roofing or pavement re-surfacing work; moving or relocation costs; legal or collection costs; remodeling costs; or commissions and salaries of employees.

A. Specifically, maintenance, management and service costs shall include routine cleaning and maintenance of the exterior of the Leased Premises to include periodic window cleaning; the cleaning, maintenance and sweeping of the parking lot and sidewalks; janitorial services and supplies, rug cleaning, the care and maintenance of the landscaping and landscaped areas; security lighting and other power charges, if any; electric utility, water and sewer charges and assessments, trash removal; routine repairs, replacements, service, and maintenance, whether preventive or corrective, to mechanical systems (electrical, elevator, heating and air conditioning, and plumbing); routine roof and structural maintenance and repairs; routine rubbish collection; and property management fees and expenses, and any other costs customarily considered reasonable as common maintenance, management, and service costs.

B. Insurance costs shall include the cost of insuring the Building against loss by fire or casualty with extended coverage, including insurance of rents, in an amount(s) determined by the Lessor. 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 Lessee of the Leased Premises, then the entire increase in insurance cost shall be paid by Lessee in a lump sum within thirty (30) days following receipt of invoice from the Lessor.

C. The OEF may be annually adjusted to reflect Lessee's pro rata share of actual or reasonably estimated decreases or increases in Operating Expenses. Lessor shall provide the cost data upon which the determination of costs and increases are based in a format consistent with reasonable and customary business practice. In the event that actual operating

expenses for a preceding period are less than the sum paid by the Lessee under this provision, Lessor shall refund or credit such excess to the account of the Lessee; if the sum collected is less than the actual operating expenses, Lessee shall reimburse Lessor for such variation upon invoice therefor accompanied by supporting data.

6. **Insurance.** Lessee shall procure and maintain, at its sole cost and expense, throughout the term of this Lease, including any month to month tenancy of the Leased Premises, the following insurance coverage. All insurance policies shall be issued by companies with an A.M. Best rating of A-, VIII or better and shall be authorized to conduct business in the State of Florida. Notice of any material change in or cancellation or non-renewal of coverage shall be given to Lessor not less than 30-days prior to the effective date of said change, cancellation or non-renewal of coverage. Certificates and endorsements shall be submitted to the Lessor prior to or on the effective date of this Lease and shall be submitted at each renewal to the County's Real Estate Management Division.

A. Lessee shall maintain "all-risk" property insurance for all of its personal property, including furniture, fixtures and equipment, for the full replacement value of such property. Lessor shall maintain "all-risk" property insurance covering the Building and other related structures and improvements made to, on, or within the Premises for the full replacement value of such property. Notwithstanding anything stated to the contrary herein, Lessee hereby agrees to waive and release the Lessor from all claims related to or arising out of damage to its respective property, including any income in connection therewith, howsoever caused to the extent the claim or damage is covered by its respective insurance. Lessee also agrees to require its respective insurance carrier(s) to provide a waiver of subrogation in favor of the Lessor.

B. Commercial general liability insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence to cover the Lessee, Lessor and any others designated by Lessor against liability for injury and/or death of any person and for damage to personal property occasioned by or arising out of any use or occupancy of the Leased Premises. Lessee agrees to endorse the Lessor as an additional insured with either a CG 20 11 or CG 20 26 endorsement or their equivalents to all commercial general liability policies. The additional insured shall be in the name of Orange County Board of County Commissioners.

C. Auto liability for any vehicles owned and/or operated within the course of the Lessee's operations in an amount of not less than Five Hundred Thousand Dollars (\$500,000.00) per accident or combined single limit.

D. Workers' compensation coverage for all of its employees with statutory workers' compensation limits and not less than One Hundred Thousand Dollars (\$100,000.00) for employers' liability. Said coverage shall include a waiver of subrogation in favor of the Lessor, its officers, employees and agents.

7. **Use of Premises.** Lessee shall use and occupy the Leased Premises only for use as a Credit Union, which use will remain compatible with the Orange County use and for no

other purpose, without Lessor's prior, written consent, which will not be unreasonably withheld.

8. **Parking.** Lessor hereby grants to Lessee, Lessee's guests and invitees the right to the use of parking spaces in the parking lot of the Building on a first-come first-served basis in common with other Tenants. No vehicle abandoned or disabled or in a state of non-operation or disrepair shall be left upon the property of the Lessor, and Lessee shall enforce this restriction against Lessee's employees, agents, visitors, licensees, invitees, contractors and customers.

9. **Interruption of Service.** Lessor does not warrant that any services to be provided by Lessee will be free from interruption due to causes beyond Lessor's reasonable control. In the event of temporary interruption of services, defined as less than 48 hours or unavoidable delay in the making of repairs, the same shall not be deemed an eviction or disturbance of Lessee's use and possession of the Leased Premises, nor render Lessor liable to Lessee for damage by abatement of rent or otherwise, nor shall the same relieve Lessee from performance of Lessee's obligations under this Lease.

10. **Protection of Persons and Property.** Lessee will be responsible for initiating, maintaining and supervising all safety and environmental precautions and programs in connection with its use and occupancy of the Leased Premises. Lessee agrees that Lessor does not guarantee the security of any equipment or personal property brought by Lessee, its agents or employees onto the Leased Premises and that Lessor shall in no way be liable for damage, destruction, theft, or loss of, any equipment or personal property, regardless of the reason for such damage, destruction, theft, or loss. Lessee will comply with all applicable safety laws, ordinances, rules, regulations, standards, and lawful orders from authority bearing on the safety and health of persons or property or their protection from damage, injury, or loss. In any emergency affecting the safety of persons or property, the Lessee will act with reasonable care and discretion to prevent any threatened damage, injury, or loss.

11. **Care of Premises.** Lessee shall, throughout the Lease Term, properly use and care for the Leased Premises and fixtures, appurtenances, doors and windows, and mechanical equipment therein, reasonable wear and tear from use and damage from the elements, fire, and other casualty, and wear, damage, defects, malfunctions and failures excepted. Notwithstanding the foregoing, all damage or injury to the Leased Premises or to any other part of the building, or to its fixtures, equipment and appurtenances, whether requiring structural or non-structural repairs, caused by or resulting from carelessness, omission, neglect or improper use, operation or conduct of Lessee, its servants, employees, invitees or licensees, shall be repaired by the Lessee at its sole expense to the satisfaction of Lessor reasonably exercised. Lessee shall also repair all damage to the building and the demised premises caused by the moving of Lessee's fixtures, furniture or equipment. All the aforesaid repairs shall be of quality or class equal to the original work or construction. If Lessee fails after ten (10) days' written notice to proceed with due diligence to make repairs required to be made by it, the same may be made by Lessor at the expense of Lessee. Lessee shall give Lessor prompt notice of any defective condition in the Leased Premises which it is required to repair or replace. Lessor shall remedy the condition with due diligence but at the expense of Lessee if repairs are necessitated by damage or injury

attributable to Lessee, Lessee's servants, agents, employees, invitees, or licensees as aforesaid. All repair work and/or modifications made to the Leased Premises must be made by licensed and bonded contractor(s) approved by Lessor.

A. Lessor agrees that during the full term of this Lease, it will keep the exterior and structural parts of the Building and maintain all mechanical systems in good condition, and that it will make such repairs promptly, as they become necessary. Exterior repairs shall be deemed to include exterior walls, foundations, pavement, roof, gutters, downspouts, and plumbing which are a part of the structure or foundation. Mechanical repairs shall be deemed to include electrical, heating, air conditioning, elevator, and plumbing components and systems installed within the Building. Lessor shall make such interior replacements as are necessitated by equipment failure and repairs and replacements necessitated by fire or perils covered by extended coverage clauses (whether or not caused by the active or passive negligence of the Lessee) for which damage or loss insurance is carried by the Lessor and for which insurance proceeds are recovered, including interior reconstruction and for redecorating necessitated by such fire or other perils.

B. Lessor shall arrange to keep the exterior parking lot, driveways, and sidewalks clean and free from rubbish and other objects and in good repair; arrange for refuse disposal and collection, water and sewer; arrange periodically for grass cutting and landscape maintenance.

12. **Compliance with Laws and Regulations.** Lessee shall comply with all federal, state, county and city laws, ordinances, rules and regulations affecting or respecting the use or occupancy of the Leased Premises by the Lessee or the business at any time thereon transacted by the Lessee, and Lessee shall comply with all reasonable rules which may be hereafter adopted by Lessor for the protection, welfare and orderly management of the Building and its lessees or occupants.

13. **Holding Over.** Upon expiration of the Lease Term, Lessee's continued possession of the Leased Premises shall be deemed a month-to-month tenancy terminable according to general law.

14. **Signs.** Lessee shall not install or locate signs in the windows and doors of the Leased Premises or any other part of the Building or grounds without first securing Lessor's written consent, which shall not be unreasonably withheld. Any signs installed by Lessee with Lessor's permission shall be maintained in good repair and shall be removed and any building or grounds damage therefrom restored by Lessee at expiration of this Lease at Lessee's expense.

15. **Warranty of Quiet Enjoyment.** Lessee, upon paying the rents and keeping and performing the covenants of this Lease, shall peacefully and quietly hold, occupy, and enjoy the Leased Premises during said term or any renewal thereof without any let, hindrance or molestation by Lessor or any persons lawfully claiming under Lessor.

A. Lessee shall not commit nor suffer any waste upon the Leased Premises, or cause nor allow any nuisance or other act or thing which does or may disturb the quiet enjoyment of any other lessee in the Building containing the Leased Premises including, without limitation, the parking, service and landscaped areas.

B. Lessee shall not make or allow any noise or odor to be made upon the Leased Premises, whether as a part of Lessee's normal operations or otherwise, which will or might disturb other Lessees.

16. **Assignment & Subletting.** Lessee shall not assign this Lease nor sublet all or any part of the Leased Premises without first securing Lessor's written consent. In the event of an assignment or subletting, the assignee and/or sublessee shall first assume in writing all of the obligations of Lessee under this Lease and Lessee shall, for the full term of this Lease, continue to be jointly and severally liable with such assignee or sublessee for the payment of rents and the performance of all obligations required of Lessee under this Lease. The Lessor shall not unreasonably withhold its aforesaid consent. However, the Lessee hereby acknowledges that the use to which the Leased Premises are put and the compatibility of any occupant of the Leased Premises with other lessees, and the ability to pay rent when due are of prime importance and significance to the Lessor in the operation and maintenance of the Building in which the Leased Premises are located.

17. **Fire and Other Casualty.** In the event the Leased Premises shall be destroyed or so damaged or injured by fire or other casualty during the life of this Lease, whereby the same shall be rendered untenable, then Lessor shall have the right to render such premises tenantable by repairs within ninety (90) days therefrom and this Lease shall not terminate. If said premises are not rendered tenantable within said time, either party hereto may cancel this Lease, and in the event of such cancellation, the rent shall be paid only to the date of such fire or casualty. The cancellation herein mentioned shall be evidenced in writing. During any time that the premises remains untenable due to causes set forth in this paragraph, the rent or a just and fair proportion thereof shall abate. If the Lessor elects not to repair and restore the premises, it shall notify Lessee within thirty (90) days following the fire or casualty.

20. **Eminent Domain.** If the whole of the Leased Premises shall be taken by any public authority under the power of eminent domain, or if so much of the Building or grounds shall be taken by any such authority under the power of eminent domain so that the Lessee cannot continue to operate its business in the Leased Premises, then the term of this Lease shall cease as of the day possession is taken by such public authority and the rent shall be paid up to that day with proportionate refund by Lessor of any such rent as may have been paid in advance or deposited as security. The amount awarded for any taking under the power of eminent domain shall belong to and be the property of the Lessor.

21. **Waiver.** No waiver of any of the covenants and agreements herein contained or of any breach thereof shall be taken to constitute a waiver of any other subsequent breach of such covenants and agreements or to justify or authorize the non-observance at any time of the same

or of any other covenants and agreements hereof.

22. **Notices.** All notices required under this Lease to be given to Lessor shall be delivered to Orange County Real Estate Management, P.O. Box 1393 Orlando Florida 32802, with a copy to the Orange County Attorney's Office, P.O. Box 1393 Orlando Florida 32802, or at such other place as Lessor may designate in writing. Any such notice to be given to Lessee under this Lease shall be delivered to the Orlando Federal Credit Union 1117 South Westmoreland Drive, Orlando Florida 32805, or at such other place as Lessee may designate in writing. All notices shall be in writing and shall be sent by certified mail, postage prepaid or by personal delivery.

23. **Subordination.** This Lease is subject and subordinate to all mortgages which may now or hereafter affect the Leased Premises or the Building of which it forms a part, and to all renewals, modifications, consolidations, replacements and extensions thereof, subject to the remaining provisions of this paragraph. In confirmation of such subordination, Lessee shall execute promptly any subordination agreement which shall also include a non-disturbance agreement by any mortgagee which shall provide that so long as Lessee performs all the terms, covenants and conditions of this Lease and agrees to attorn to the mortgagee or other party of superior interest, Lessee's right to possession under this Lease shall not be disturbed and all the rights of the Lessee hereunder shall remain in full force and effect for the full term of this Lease and any renewal periods. Such agreement shall be in form and substance reasonably acceptable to Lessee.

24. **Fixtures & Alterations.** Lessee shall not, without Lessor's prior written consent, attach any fixtures in or to the Leased Premises or change, alter or make additions to the Leased Premises, nor attach or affix any article hereto, nor permit any annoying sound device, overload any floor, or deface the Leased Premises. Any attached fixtures or any alterations, additions or improvements made or attached by Lessee upon the property shall, on the expiration or termination of this lease, if requested by Lessor, be promptly removed at Lessee's expense and the Leased Premises restored by Lessee at its expense to its original condition, ordinary wear and tear excepted. Any such fixture, alteration, addition and/or improvement not requested to be removed shall remain on the Leased Premises and shall become and remain the property of Lessor. All Lessee's fixtures, Installations and personal property not promptly removed from the Leased Premises upon expiration or termination, and not required by Lessor to have been removed as provided in this paragraph, shall be conclusively presumed to have been abandoned by Lessee and title thereto shall pass to Lessor under this Lease as by a bill of sale.

25. **Redelivery of Premises.** Lessee shall, on the expiration of this Lease, deliver up the Leased Premises in as good order and condition as it now is or may be put by Lessor, reasonable use and ordinary wear and tear thereof and damage by fire or other unavoidable casualty, condemnation or appropriation excepted, and Lessee shall promptly surrender all keys to the Leased Premises to Lessor.

26. **Examination and Exhibiting Premises.** Lessor or its duly authorized agent shall

have the right to enter the Leased Premises during normal business hours to examine the condition of the same and to make repairs to the Leased Premises or the Building. Within six (6) months prior to the date of the expiration of this Lease, Lessor or its authorized agent shall have the right to enter the Leased Premises at all reasonable times during normal business hours for the purpose of exhibiting the same to prospective lessees.

27. **Indemnification.** Lessee shall defend, indemnify, and hold harmless Lessor, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of Lessee or anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of Lessor.

28. **Cleanliness of Premises.** Lessee will not improperly or unlawfully release, store, handle, or dispose of any refuse, trash or hazardous materials or contaminants in the Leased Premises or in, on, or around the Building of which the Leased Premises form a part. Lessee shall immediately notify Lessor and appropriate governmental agencies and authorities having jurisdiction if a release of such materials occurs, and shall take complete corrective action to clean and remove the material and restore the Premises in compliance with procedures established by such authorities, and shall provide appropriate evidence of compliance. Lessee agrees to defend and indemnify and hold Lessor harmless from and against any liability, public or private, arising as a result of such release or contamination and such indemnification shall survive expiration or termination of the Lease.

29. **Other Provisions.**

A. In the event of litigation between Lessor and Lessee, each party shall be responsible for its own legal and any other expenses related to that action, including court costs.

B. Lessor reserves the right to approve the weight, size and location of safes, computer and other heavy articles or equipment in and about the Leased Premises.

C. Lessor reserves the right to decorate and to make repairs, alterations, additions and improvements, structural or otherwise, in or to the Leased Premises, the Building or any part thereof which are necessary and related to the safety, protection and preservation of the premises, and during such operations to take into and through the Leased Premises or any part of the Building all material and equipment required and to close or temporarily suspend operation of entrances, doors, corridors or other facilities, provided that Lessor shall cause as little inconvenience or annoyance to Lessee as is reasonably necessary in the circumstances, and shall not do any act which permanently reduces the size of the Leased Premises or the compatibility of the Leased Premises with the purposes of this Lease. Lessor may do any such work during ordinary business hours and Lessee shall pay Lessor for overtime and other expenses incurred if such work is done during other hours at Lessee's request.

30. **Rights & Remedies Reserved to Lessor.** All rights and remedies of Lessor herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law.

A. If Lessee defaults in the prompt payment of Rent and such default shall continue for ten (10) days after the same be due and payable and after written notice from Lessor; or in the performance or observance of any other provision of this Lease and such other default shall continue for fifteen (15) days, after written notice thereof shall have been given to Lessee; or if the leasehold interest of Lessee be levied upon under execution or attached by process of law; or if Lessee abandons the Leased Premises; then and in any such event Lessor, if it so elects forthwith, or any time thereafter while such default continues, either may terminate Lessee's right to possession without terminating this Lease, or may terminate this Lease, unless Lessee has undertaken to remedy such non-monetary default within such fifteen (15) day period, in such event, Lessee shall not be deemed in default until a reasonable time has passed to permit Lessee to remedy the non-monetary default.

B. Upon any termination of this Lease, whether by lapse of time or otherwise; or upon any termination of the Lessee's right to possession without termination of the Lease; the Lessee shall surrender possession and vacate the Leased Premises promptly and deliver possession thereof to the Lessor.

C. Lessee shall be deemed to have abandoned the Leased Premises if rent is not currently paid and Lessee is absent from and has ceased to conduct and operate its business within the premises for a period of fifteen (15) days. If the Lessee abandons the Leased Premises or otherwise entitles the Lessor so to elect, and if the Lessor elects to terminate the Lessee's right to possession only, without terminating the Lease, the Lessor may, at the Lessor's option, enter into the Leased Premises, remove the Lessee's signs and other evidences of tenancy, and take and hold possession thereof, without such entry and possession terminating the Lease or releasing the Lessee, in whole or in part, from the Lessee's obligation to pay the rent hereunder for the full term. Upon and after entry into possession without termination of the Lease, the Lessor may relet the Leased Premises or any part thereof for the account of the Lessee to any person, firm or corporation other than the Lessee for such rent, for such time, and upon such terms as the Lessor in the Lessor's sole discretion shall determine. In any such case, the Lessor may make repairs in or to the Leased Premises, and redecorate the same **to the extent of a similar standard, as that existing at Lease commencement** and the Lessee shall, upon demand, pay the cost thereof together with the Lessor's expenses of the reletting. If the consideration collected by the Lessor upon any such reletting for the Lessee's account is not sufficient to pay the full amount of unpaid rent reserved in this Lease, together with the costs of repairs, alterations, additions, redecorating, and the Lessor's expenses, the Lessee shall pay to the Lessor the amount of each deficiency upon demand.

31. **Liens.** Lessee agrees that Lessee will pay all liens of contractors, subcontractors, mechanics, laborers, materialmen, and other liens of like character, and will indemnify Lessor

against all legal costs and charges, bond premiums for release of liens, including reasonable attorney's fees reasonably incurred (whether litigation is necessary or not) in discharging the Leased Premises or any part thereof from any liens, judgments, or encumbrance caused or suffered by Lessee. It is understood and agreed between the parties hereto that the cost and charges above referred to shall be considered as additional rent.

The Lessee herein shall not have any authority to create any liens for labor or material on the Lessor's interest in the above described property, and all persons contracting with the Lessee, and not with Lessor, for the erection, installation, alteration, or repair of improvements on or to the above described premises, and all materialmen, contractors, mechanics and laborers are hereby charged with notice that they must look to the Lessee and to the Lessee's interest only in the above described property to secure the payment of any bill for work done or material furnished during the rental period created by this Lease.

32. **Estoppel Certificate.** Lessee and Lessor, upon request, one from the other, shall give or exchange, one with the other, estoppel certificates which shall confirm to others that the Lease is in full force and effect, that neither party is in default and/or such other information regarding the Lease as may be reasonable, appropriate and factual.

33. **Validity.** It is understood and agreed that in the event any provision of this Lease shall be adjudged, decreed, held or ruled to be invalid, such portion shall be deemed severable, and it shall not invalidate or impair the agreement as a whole or any other provision of the agreement.

34. **Successors & Assigns.** This Lease and all provisions, covenants and conditions thereof shall be binding upon and inure to the benefit of the heirs, legal representatives, and successors, and assigns of the parties hereto, except that no person, firm, corporation nor court officer holding under or through Lessee in violation of any of the terms, provisions or conditions of this Lease, shall have any right interest or equity in or to this Lease, the terms of this Lease or the premises covered by this Lease.

35. **Radon Gas – Notice to Prospective Purchaser/Tenant.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit pursuant to section 404.056(3), Florida Statutes.

36. **Entire Agreement.** This Lease document and the addenda attached hereto constitute the entire agreement between the parties and supersede all prior agreements. No waiver, modifications, additions or addenda to this Lease agreement shall be valid unless in writing and signed by both the Lessor and the Lessee. The Addenda listed here are a part of this Lease agreement.

IN WITNESS WHEREOF, Lessor and Lessee have hereunto executed this Lease as of the day and year first written above.

LESSOR:

Orange County, Florida

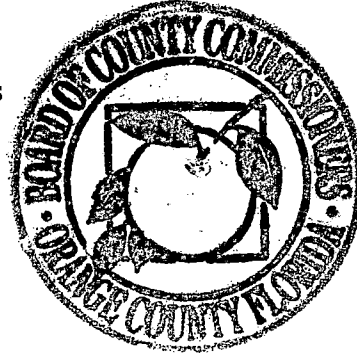
By: Board of County Commissioners

By: *Teresa Jacobs*
Teresa Jacobs,
County Mayor

Date: 11-14-17

Attest: Phil Diamond, CPA, Comptroller
as Clerk of the Board of County Commissioners

By: *Craig A. Stopera*
for Deputy Clerk
Date: NOV 14 2017



Signed, sealed and delivered
in the presence of:

Ann Tz
Witness
Cathy Johnson
Witness

LESSEE:

Orlando Federal Credit Union

a federally chartered, not for profit
financial institution.

Suzanne Weinstein
Print Name: SUZANNE WEINSTEIN
Title: PRESIDENT/CEO

Date: SEPT. 28, 2017

Exhibit "A"

