



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 1

**DATE:** January 11, 2019

**TO:** Mayor Jerry L. Demings  
and the  
Board of County Commissioners

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

**FROM:** Alex Feinman, Leasing Program Manager *AF*  
Real Estate Management Division

**CONTACT PERSON:** Paul Sladek, Manager

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

**ACTION REQUESTED:** Approval and execution of Commercial Lease between Goldenrod Business Park Partnership, L.L.P. and Orange County and delegation of authority to the Real Estate Management Division to exercise renewal options, furnish notices, and execute tenant estoppel certificates, required or allowed by the lease, as needed

**PROJECT:** Goldenrod Business Park  
214 North Goldenrod Road, Unit A-7, Orlando, Florida 32807  
Lease File #10023  
  
District 3

**PURPOSE:** To provide for office and warehouse space for County operations.

**ITEM:** Commercial Lease  
Cost: \$885 in total rent per month  
Size: 900 square feet  
Term: 12 months  
Options: One, 1-year renewal

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

**APPROVALS:** Real Estate Management Division  
Administrative Services Department  
Risk Management Division

**REMARKS:** This Commercial Lease will provide for 900 square feet of office and warehouse space for one year, with one 1-year renewal at County's option. Rent for the renewal term will be increased by 3%.

JAN 29 2019

**COMMERCIAL LEASE**

This **GOLDENROD BUSINESS PARK** Lease ("Lease"), made and entered into as of date last executed below ("**Lease Effective Date**") between "**Landlord**" (as hereinafter defined) and "**Tenant**" (as hereinafter defined). **WITNESSETH:** In consideration of the rent to be paid, the mutual covenants and agreements herein contained, and of other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged by both parties hereto, Landlord hereby demises and rents unto Tenant, and Tenant hereby leases from Landlord, certain premises located in Landlord's Business Park described as "**GOLDENROD BUSINESS PARK**", upon the terms covenants and conditions hereinafter contained.

**ARTICLE 1**

**FUNDAMENTAL LEASE PROVISIONS AND EXHIBITS**

**Section 1.1 Fundamental Lease Provisions.**

**A. LOCATION OF GOLDENROD BUSINESS PARK:** 210 & 214 N. Goldenrod Road, Orlando, FL 32807

**B. LANDLORD:** Goldenrod Business Park Partnership, L.L.P. (407) 569-2100 Office  
Administrative Management Offices (407) 569-2101 FAX  
830 North John Young Parkway Email: info@goldenrodbusinesspark.com  
Kissimmee, FL 34741

**C. TENANT:** Orange County **CO-TENANT:**

**D. CONTACT INFORMATION FOR INVOICING, NOTICES AND COMMUNICATIONS):**

*(Tenant(s) have the responsibility for updating and maintaining current phone numbers, mailing address and email address(s) at all times with Landlord)*

*Orange County Real Estate Management  
400 E South Street, 5<sup>th</sup> Floor  
Orlando, FL 32801*

*with a copy to:*

*Orange County Attorney's Office  
PO Box 1393  
Orlando, FL 32802*

**E. LEASED PREMISES:** 214 North Goldenrod Road, Unit A-7, Orlando, FL 32807 consisting of 225 Sq. Ft. office and 675 Sq. Ft. warehouse, total of 900 Sq. Ft. The Goldenrod Business Park is a total of 33,750 Sq. Ft. Leased Premises consists of 2.6% of the total Sq. Ft of the Goldenrod Business Park.

**F. PERMITTED USE(S):** General Office/Warehouse Use

**G. LEASE TERM: Twelve (12) Months** (Refer to Article 2, Section 2.3)

Lease Commencement Date: Lease Effective Date  
Rent Commencement Date: February 1, 2019  
Lease Ending Date: January 31, 2020 @ 5:00 p.m.

**H. BASE RENT : \$ 9,000.00 per year in equal monthly installments of \$750.00.**  
plus any applicable sales tax. (Refer to Article 3, Section 3.1b)

**I. ADDITIONAL TERMS & CONDITIONS:** Office/warehouse use that will not alarm, interfere or impact the existing and future tenants within the Goldenrod Business Park.

**J. "CAM" - COMMON AREAS MAINTENANCE & SERVICE CONTRIBUTION:**  
**\$ 1,620.00 per year in equal monthly installments of \$ 135.00 , plus applicable tax.**  
(Refer to Article 4, Section 4.3)

**K. [Intentionally Deleted]**

**L. PREMISE & PERFORMANCE DEPOSIT** (Refer to Section 14.11): **[Intentionally Deleted]**

**M. TOTAL MONTHLY PAYMENT** (Payable to Goldenrod Business Park, LLP):

**\$ 885.00 = \$885.00 /mo. Due on 1st day of months**

Payments are accepted in cash, money order, cashier's check, business checks, credit/debit cards and wire transfers  
(4% transaction fee on credit or debit cards / \$20 transaction fee on wire transfer payments)

**N. LATE PAYMENT PENALTY:** *(Refer to Article 14, Section 14.5 / 14.6)*

**O. ADDRESS TO MAIL OR DELIVER PAYMENTS "Rent Payment Place":**

**Goldenrod Business Park Partnership L.L.P.**

**Administrative Offices - 830 North John Young Parkway, Kissimmee, FL 34741**

***(There is a drop box to receive payments after hours and weekends)***

Section 1.2 **Effect of Reference to a Fundamental Lease Provision.** Each reference in this Lease to any of the Fundamental Lease Provisions contained in Section 1.1 shall be construed to incorporate all of the terms provided under each such Fundamental Lease Provision as hereinafter amplified.

Section 1.3 **Exhibits and Addendums.** The exhibits listed in this section and attached to this lease are incorporated herein by reference and are to be construed as part hereof.

Exhibit A - Repairs Under Premise and Performance Deposit

Exhibit B - Legal Description

Exhibit C - Tenant Occupancy Inspection Report

Exhibit D - Tenant Check-Out Report

Exhibit E - Credit / Debit Card Authorization

Addendum A - Rules and Regulations

## **ARTICLE 2** **BUSINESS PARK, LEASED PREMISES AND TERM**

Section 2.1 **Covenants of Landlord's Authority.** Landlord represents and covenants that (1) prior to commencement of the Lease Term it will have either good title to or a valid leasehold interest in the land and building of which the Leased Premises form a part, and (2) upon performing all of its obligations hereunder, Tenant shall peacefully and quietly have, hold, and enjoy the Leased Premises for the term of this Lease.

Section 2.2 **Leased Premises.** For the purpose of this Lease, Leased Premises shall extend to the exterior faces of all walls, or to the building line where there is no wall, or to the center line of those walls separating the Leased Premises from other leased premises in the Goldenrod Business Park, together with the appurtenances specifically granted in this lease, but reserving and excepting to Landlord the use of the exterior walls and the roof and the right to install, maintain, use, repair and replace pipes, ducts, conduits, and wires leading through the Leased Premises in locations which will not materially interfere with Tenant's use thereof and serving other parts of the Goldenrod Business Park.

Section 2.3 **Term.** The term of this Lease shall commence on the earlier of (1) the Rental Commencement Date set forth in Article I, Section 1.1 G and (2) the date on which the Tenant opens for business in the Leased Premises (hereinafter the "**Commencement Date**"). The Lease Term shall continue until the expiration of a period equal to the Lease Term (Article I, Section 1.1 G.) after the end of the month in which the Lease Term commences (except that if the Lease Term commences on the first day of a month, the Lease Term shall end after the expiration of a period equal to said Lease Term after such commencement). The fractional month, if any, between the commencement of the Lease Term and the end of the month in which the Lease Term begins is hereinafter referred to as "the Fractional Month". This Lease will automatically renew for one (1) additional term of one (1) year at the end of the original lease term (Article 1, Section G) if no written notice is received from Tenant one-hundred twenty (120) days prior to the date in which the original lease term expires. Tenant's Manager of Real Estate Management Division is authorized to execute such notice.

Section 2.4 **Statement as to Lease Term.** After the commencement and termination dates of the Lease Term shall have been determined as provided in Section 2.3, Tenant, at Landlord's request, shall from time to time execute, acknowledge and deliver written statements in recordable form: (1) ratifying this lease; (2) specifying the commencement and termination dates of the Lease Term; (3) certifying that this lease is in full force and effect and has not been assigned, modified, supplemented or amended (except by such writings as shall be so stated); (4) to the best of Tenant's knowledge that all conditions under this lease to be performed by Landlord have been satisfied or stating those not performed; (5) to the best of Tenant's knowledge that there are no defenses or offsets against the enforcement of this lease by Landlord or specifying any such defense (6) the date of which the rental has been paid; (7) the actual number of square feet of floor space in the Leased Premises as certified by Landlord's architect; and (8) that no rental has been paid in advance or specifying any such advance rental. Tenant's Manager of Real Estate Management Division is authorized to execute such statements.

If Tenant fails to execute, acknowledge and deliver to Landlord a statement in accordance with the foregoing provisions of this section within thirty (30) business days, such shall constitute an acknowledgement by Tenant that this Lease is unmodified and in full force and effect and that all conditions under this Lease to be performed by Landlord have been satisfied.

Section 2.5 **Tenant to Open for Business.** During the Lease Term, Tenant shall remain open for business

and continuously operate its business in accordance with the provisions hereof.

### **ARTICLE 3** **RENTALS**

Section 3.1 **Fixed Minimum Annual Rent and Percentage Rent.** Landlord agrees to send Tenant a statement of monthly rental charges, to the address that Tenant directs, no later than the twentieth (20<sup>th</sup>) day of the month preceding the payment date. Tenant shall pay to Landlord, without demand and with out deduction of set-off, at the Rental Payment Place, or at such other address for the Rental Payment Place, or at such other address for the Rental Payment Place as Landlord by notice in writing to Tenant may from time to time direct, rent as follows:

- (a) Fixed Rent shall be payable at the annual rate provided in Article I, Section 1.1 H., for each year of the Lease Term, in equal monthly installments in advance on the first day of each month during the Lease Term. The Fixed Rent for a Fractional Month (if any) shall be apportioned on a per diem basis, calculated on the basis of a thirty (30) day month, and shall be payable upon the commencement of the Lease Term.
- (b) At the end of the 12th-month within the lease term, unless Tenant elects not to renew this Lease, pursuant to Section 2.3, the base rent will be increased by three and one-half percent (3.5%) as effective on the first day of the 13<sup>th</sup> month through the end of the extended lease term.

### **ARTICLE 4** **COMMON AREAS, THEIR USE AND SERVICE CHARGES**

Section 4.1 **Common Areas.** Landlord shall make available within the Goldenrod Business Park/Property such common areas, including but not limited to parking areas, driveways, truck-ways, delivery passages, loading docks, pedestrian sidewalks and ramps, access and egress roads, landscaped and planted areas, as Landlord in its sole discretion shall deem appropriate. It is hereby expressly understood and agreed by Landlord and Tenant that Landlord shall operate, manage, equip, light, repair and maintain said common areas for their intended purposes in such manner as Landlord in its sole discretion shall determine, and Landlord reserves the right to change from time to time the size, location, nature and use of any common areas, to sell or lease any portion thereof, and to make additional installations therein and to move and remove the same.

Section 4.2 **Use of Common Areas.** Tenant and its concessionaires, officers, employees, agents, customers and invitees shall have the non-exclusive right, in common with Landlord and all others to whom Landlord has or may hereafter grant rights, to use the common areas as designated from time to time by Landlord subject to such reasonable rules and regulations as Landlord may from time to time impose, including the designation of specific areas in which cars owned by Tenant, its concessionaires, officers, employees and agents must be parked. Tenant agrees after notice thereof to abide by such rules and regulations and to use its best efforts to cause its concessionaires, officers, employees, agents, customers and invitees to conform thereto. Landlord may at any time close temporarily any common area to make repairs or changes, to prevent the acquisition of public rights in such areas or discourage non-customer parking; and Landlord may do such other acts in and to the common areas as in its judgment may be desirable to improve the convenience thereof. Tenant shall upon request furnish to Landlord the license numbers of the cars operated by Tenant and its concessionaires, officers, employees, agents, customers and invitees, to use any part of the parking areas and other common areas. Neither Tenant nor Tenant's employees, concessionaires or agents shall solicit or conduct business in the parking area or other common area or distribute any handbills or other advertising matter in such areas or place any such handbills or advertising matter in or on any automobiles parked therein without Landlord's written consent. At no time is any tenant permitted to park on the Goldenrod Business Park premises any boats, trailers, motor homes, or vehicles that are any state of disrepair. No vehicle can remain parked in the Goldenrod Business Park parking areas for a period longer than 24 hours continuously. Tenants will not use the parking areas for the storage of vehicles, which is considered to be any vehicle parked in the parking area for longer than 24 hours on a continuing bases. If vehicles are not being driven on a daily basis in the normal course of business of the Tenant, said vehicle(s) must be immediately removed from the premises. Tenants cannot use the parking areas or common walkways to store machinery, equipment, fixtures, pallets, boxes, wood, parts, pieces or components of any kind whatsoever. "Storage" is considered to be any time longer than 24 hours. Furthermore, tenants will not use parking areas or common walkways for staging, assembly, packing or any type of work or activity, and specifically may not engage in washing or repairing vehicles. Any boats, trailers, motor homes, vehicles in a state of disrepair, vehicles being "stored", or any other items as identified above will be towed or otherwise removed from the premises. Any cost of removal will be borne by such violating tenant exclusively. Also refer to Addendum "A" - Goldenrod Business Park Rules and Regulations. Landlord reserves the right to grant to third persons the non-exclusive right to cross over and use in common with Landlord and all tenants of the Goldenrod Business Park the common areas designated from time to time by Landlord.

Section 4.3 **Cost of Maintenance of Common Areas.** (a) In addition to the rental otherwise specified herein, Tenant shall pay to Landlord as a contribution towards "Common Areas Maintenance - otherwise known as CAM" an annual sum as set forth in Article I, Section 1.1 J., such sum payable in equal monthly installments in advance on the first day of each month during the Lease Term. In addition, at the end of each fractional calendar year and each full calendar year, Tenant shall pay to Landlord in a lump sum the amount by which Tenant's "Pro

Rata Share" (equal to that percentage set forth in Article 1, Section 1.1E) of the total cost of Common Areas Maintenance (as defined in subparagraph (c)) exceeds the amount paid by Tenant towards Common Areas Maintenance during such period. Landlord shall provide a statement of charges within sixty (60) days of the end of such fractional calendar year or full calendar year, detailing the back-up of such lump sum payment. In the event the period for which such amount is owed is a fractional year, the amount as so determined shall be multiplied by a fraction, the numerator of which is the number of days, in such period, and the denominator of which is 365. If the costs of trash collection or debris removal increases due to a particular Tenant and the nature of Tenant's business, CAM for that Tenant will increase in direct portion to the cost increase and this increase shall be paid each month thereafter by Tenant upon written notification by Landlord. Landlord shall provide written reasoning as to why Tenant would be determined to be at fault. Tenant has thirty (30) days to respond to such written notice and appeal Landlord's determination. If the costs of normal trash collection, removal and dumping, from the on-site trash containers provided by Landlord, increases due to a natural disaster and the resulting effects thereof, Landlord may increase the CAM at anytime during the calendar year to cover such increase in costs and expenses specifically related to this event and such costs will decrease to the pre-natural disaster levels within thirty (30) days after the natural disaster.

(b) Effective as of the first day of each new calendar year, after the first calendar year or fraction thereof, the annual amount set forth in Section 1.1 J. shall be increased based upon the actual costs and expenses previously incurred and shall also include new budgeted costs and expenses to be incurred based on the definition of Common Area Maintenance costs in item (c) below, and the monthly payments shall be adjusted to the new amount to be contributed. Landlord shall notify Tenant of such increase. In no event shall cost for Common Area Maintenance charge increase more than five percent (5%) annually.

(c) For the purpose of this Section, "Common Areas Maintenance" is defined to be the costs and expenses incurred in managing the Goldenrod Business Park plus those costs incurred in operating and maintaining the Common Facilities (as hereinafter defined), actually used or available for use by Tenant and the employees, agents, servants, customers and other invitees of Tenant, including but not by way of limitation, the cost of operations, insurance and taxes, maintenance, upkeep, repair, supplies, labor, water, utilities, cleaning, removal of trash & debris, landscaping, policing and supervision of the common facilities, and all other items properly constituting operating and maintenance costs according to standard accounting practices as determined by Landlord, managing agent or accountant. "Common Facilities" means all areas, space, equipment and special services provided by Landlord for the common or joint use and benefit of the occupants of the Goldenrod Business Park, their employees, agents, servants, customers and other invitees, including without limitation parking areas, access roads, driveways, retaining walls, landscaped areas, truck service-ways or tunnels, loading docks, pedestrian malls, courts, stairs, ramps and sidewalks.

## **ARTICLE 5** **UTILITY SERVICES**

Section 5.1 **Utilities.** Tenant shall promptly pay for all public utilities rendered or furnished to the Leased Premises from and after the Commencement Date, including but not limited to telephone, electricity, cable, internet and all taxes thereon.

Section 5.2 **Furnishing of Utility Services.** Any utility or related service, including a privately owned sewerage disposal system, which Landlord elects to provide or cause to be provided to the Leased Premises may be furnished by any agent employed by the Landlord or by an independent contractor selected by Landlord, and Tenant shall accept the same therefrom to the exclusion of all other suppliers so long as the rates charged by the Landlord or by the supplier or such utility or related service, caused by or necessitated by repairs or improvements, or by hazards beyond the reasonable control of Landlord, shall not give rise to a right or cause of action by Tenant against Landlord in damages or otherwise. In such event, costs of the associated utility service will be at comparable market rates and have no administrative charge. Landlord shall not be held responsible for interruption of utility services caused by utility service providers, inclement weather or natural disasters, unless such interruption is directly caused by Landlord.

## **ARTICLE 6** **REPAIRS AND MAINTENANCE**

Section 6.1 **Repairs by Landlord.** Landlord shall make and pay for all repairs to the exterior of the building of which the Leased Premises are a part, including but not limited to repairs to roof (including drains, downspouts, pipes and conduits leading to the Leased Premises from utility installments, piping underneath slab (unless repairs are directly caused by Tenant), sidewalks, parking areas and curbs. If Landlord is required to make any repairs by reason of Tenants negligent acts or omissions to act, Landlord may add the cost of such repairs to the rent which shall thereafter become due immediately.

Section 6.2 **Repairs and Maintenance by Tenant.** Tenant shall make and pay for all repairs to the Leased Premises and shall replace all things necessary to keep the same in a good state of repair, such as (but not limited to) all fixtures, furnishings, flooring, walls, painting, ceilings, lighting, glass, doors, hardware, and store signs of Tenant.

Tenant shall also maintain, replace and keep in good repair all air-conditioning, plumbing, heating and electrical installations and floor surfaces to include pavement within the Leased Premises. Tenant agrees to change the A/C filter at least every thirty (30) days and shall provide proof of this maintenance to Landlord immediately upon request. Tenant shall be responsible to perform annual cleaning and inspection of mechanical equipment which shall include cleaning the coil, condensate pan and drain and shall provide Landlord with written evidence that such maintenance has been performed. If it is determined that the Tenant is not maintaining the mechanical equipment as specified herein, Landlord shall have the maintenance performed on behalf of the Tenant and Tenant agrees to reimburse Landlord for all such costs within ten (10) days after receipt of bill from Landlord. If there is a mechanical failure, i.e., the units stops working, cooling or heating, and it is determined that the cause of the failure or problem was due to lack of maintenance of the system by Tenant, the Tenant shall be responsible for the costs to correct the problem.

Tenant shall at all times keep the Leased Premises (including maintenance and cleaning of exterior entrances, all glass, and signs) and all partitions, doors (interior and exterior), floor surfaces, fixtures, equipment and appurtenances thereof in good order, condition and repair, and in a reasonably satisfactory condition of cleanliness, including reasonable periodic painting of the interior of the Leased Premises and steam cleaning of the carpets, damage by unavoidable casualty excepted, and Tenant shall make such other necessary repairs in and to the Leased Premises not specified in Section 6.1 hereof as the responsibility of Landlord. Tenant agrees to have carpets steam cleaned upon vacating of the premises, if such steam cleaning is required in Tenant's opinion. Unavoidable casualties must be reported to Landlord immediately upon occurrence.

In addition to the foregoing, Tenant shall install, repair, replace and maintain fire extinguishers and other fire preventive equipment in the Leased Premises in accordance with the recommendations or requirements of Landlord's fire insurance carrier or in accordance with any future recommendations of Landlord's fire engineer or fire insurance carrier, and in accordance with applicable governmental codes (including the Occupational Safety and Health Act).

Damage caused by Tenant, Third Party Person(s), Vandalism, or Burglary, and the resulting costs for necessary repairs or replacement that may be required to restore the Landlord's property to its condition prior to the damage being caused will be borne by the Tenant and its insurance carrier. Any such damage shall be immediately reported to the Landlord within no longer than 24 hours from the time of the incident. All repairs shall be done with the complete knowledge, approval and acceptance of the Landlord.

If Tenant refuses or neglects to repair Leased Premises as required hereunder and to the reasonable satisfaction of Landlord as soon as reasonably possible after written demand, Landlord may make such repairs without liability to Tenant for any loss or damage that may accrue to Tenant's merchandise, fixtures, or other property or to Tenant's business by reason thereof, and upon completion thereof, Tenant shall pay Landlord's costs for making such repairs plus ten percent (10%) for overhead, upon presentation of bill therefore, as additional rent. Such bill shall include interest at the highest permissible non-usurious rate, or, if there is none, then at fifteen percent (15%) per annum on the cost from the date of completion of repairs by Landlord.

Section 6.3 Inspection. Landlord or its representatives shall have the right to enter the Leased Premises at reasonable hours of any business day during the Leased Term to ascertain if the premises are in proper repair and condition. Landlord may not enter the Leased Premises without giving Tenant at least twenty-four (24) hours' notice in advance.

Section 6.4 Trash and Debris. Tenant agrees to use reasonable diligence to keep the sidewalks and outside areas immediately adjoining the premises free from all trash, litter or obstructions of any kind.

Section 6.5 Replacement of Glass. At the commencement of the Lease Term, unless otherwise specified in Exhibit C, all glass in the Leased Premises shall be in good condition and undamaged. Tenant will, at its own expense, replace all glass thereafter becoming broken or damaged.

## ARTICLE 7 USE OF LEASED PREMISES

Section 7.1 Use of Leased Premises. Tenant covenants and agrees to use the Leased Premises only for the Permitted Uses set forth in Article I, Section 1.1 F., and for no other purpose.

The Leased Premises and all buildings and improvements thereon shall, during the Lease Term, be used only and exclusively for lawful and moral purposes and no part of the Leased Premises or improvements thereon shall not be used in any manner whatsoever for any purposes in violation of the laws, ordinances, regulations or orders of the United States, or of the State, County and/or City where the Leased Premises are located or the Fire Insurance Rating Organization and/or the Board of Fire Insurance Underwriters, or any duly constituted subdivision, department or board thereof. Tenant shall comply with all such laws, ordinances, statutes, regulations or orders now in effect or hereafter enacted or that pass during the Lease Term insofar as it pertains to the Leased Premises,

Tenant's business operations, requirements or signage, business surveys, licensing and permitting. Tenant shall be responsible for compliance at Tenant's own cost and expense, all fees for surveys, licensing and associated costs for compliance, all repairs, additions and alterations to the Leased Premises or to signage ordered or required by such authorities, whether in order to meet the special needs of Tenant, or by reason of the occupancy of Tenant, or otherwise.

Section 7.2 **Rules and Regulations.** Tenant's use of the Leased Premises and common areas shall be subject, at all times during the Lease Term, to Landlord's right to adopt from time to time, modify and/or rescind reasonable rules and regulations. The Rules and Regulations are a vital part of the Lease and are incorporated into the Lease by Addendum "A" - Goldenrod Business Park Rules and Regulations. Tenant acknowledges, agrees to and accepts the Rules and Regulations for the Goldenrod Business Park. Subsequent modifications to the Goldenrod Business Park Rules and Regulations by the Landlord will require Tenant's acknowledgement. Tenant's Manager of Real Estate Management Division is authorized to acknowledge such modification notice.

Section 7.3 **Signs, Awnings, and Canopies.** Landlord may, but shall not be required to, erect and maintain such suitable signs as it, in its sole discretion, may deem appropriate to advertise the Goldenrod Business Park. Tenant may, but shall not be required to, erect and maintain on the exterior of the Leased Premises above door, only metal, flat wall signs of a size no greater than the 30' width of the entrance door. Tenant shall keep insured and shall maintain such signs in good condition and repair at all times. If any damage is done to Tenant's signs or building where sign is attached or affixed, Tenant shall repair same within five (5) days or Landlord shall have the right to repair such signs and bill Tenant for cost of the repairs.

Tenant will not place or suffer to be placed or maintained on any exterior door, wall, or window of the Leased Premises any sign, awning, or canopy, or advertising matter or other thing of any kind, and will not place or maintain any decoration, lettering or advertising matter on either the interior or exterior glass of any window or door of the Leased Premises without first obtaining Landlord's written approval and consent. Tenant further agrees to maintain such sign, awning, canopy, decoration, lettering, advertising matter or other things as may be approved by Landlord in good condition and repair at all times.

Section 7.4 **Noise, Obstruction, and Nuisances.** Tenant covenants that it will not (i) display any merchandise or maintain any stands in front of the Leased Premises (on the walkway or in the parking lot) or in the line of buildings in the Goldenrod Business Park; (ii) erect or maintain any barricade or scaffolding which may obscure the signs, entrances or show window of any other tenant in the Goldenrod Business Park, or tend to interfere with any such other tenant's business; (iii) create or maintain, or allow others to create or maintain, any nuisances, including without limiting the foregoing general language, loud noises and voices, profane language, sound effects, offensive odors and smoke or dust in or about the premises; (iv) place or maintain any signs in any parking area serving the Leased Premises; (v) commit any waste; or (vi) maintain or allow to be maintained any excessively bright lights, changing, flashing, flickering, or lighting devices or similar devices, the effect of which will be visible from the exterior of the Leased Premises.

## **ARTICLE 8** **TENANT'S BUSINESS OPERATIONS**

Section 8.1 **Normal Operation.** Tenant shall operate one hundred percent (100%) of the Leased Premises during the entire Lease Term under the name(s) set forth in Section 1.1 C., or such other name as Landlord shall approve in writing.

Section 8.2 **Relationship of the Parties.** Nothing herein contained shall be deemed or construed as creating the relationship of principal and agent or of partnership or joint venture between the parties hereto; it being understood and agreed that neither the method of computing rent nor any other provisions contained herein nor any acts of the parties hereto shall be deemed to create any relationship between the parties other than that of Landlord and Tenant.

## **ARTICLE 9** **ADDITIONS, ALTERATIONS, AND TRADE FIXTURES**

Section 9.1 **By Landlord.** Landlord hereby reserves the right at any time to make alterations or additions to the building in which the Leased Premises are contained and to build additional stories thereon, unless such additional stories interfere with Tenant's access to the Leased Premises. Landlord also reserves the right to construct other buildings or improvements in the Goldenrod Business Park of common areas from time to time and to make alterations thereof or additions thereto and to build additional stories on any such building or buildings so constructed.

Section 9.2 **By Tenant.** Tenant may from time to time, at its own expense, alter, renovate or improve the interior of the Leased Premises provided the same be performed in a good and workmanlike manner, in accordance with accepted building practices and so as not to weaken or impair the strength or substantially lessen the value of the building in which the Leased Premises are located. No changes, alterations or improvements affecting the

exterior or interior of the Leased Premises shall be made by Tenant without the prior written approval of Landlord. Any work done by Tenant under the provisions of this Section shall not interfere with the use by the other tenants of their premises in the Goldenrod Business Park.

All alterations, decorations, additions and improvements made by Tenant, or made by Landlord on Tenant's behalf as provided in this Lease, shall remain the property of the Tenant for the Lease Term or any extension or renewal thereof.

Upon termination of this Lease or upon the termination of any renewal term thereof, Tenant shall remove such alterations, decorations, additions and improvements and restore the Leased Premises as provided in Section 9.5, and if Tenant fails to do so and moves from the Leased Premises, all such alterations, decorations, additions and improvements shall become the property of Landlord.

Section 9.3 **Indemnity and Insurance**. [Intentionally deleted. Indemnity (in its entirety) is described in Section 14.1. Insurance (in its entirety) is described in Article 10.]

Section 9.4 **Mechanic's Liens**. If by reason of any alterations, repair, labor performed or materials furnished to the Leased Premises for or on behalf of Tenant any mechanic's or other lien shall be filed, claimed, perfected or otherwise established as provided by law against the Leased Premises Tenant shall discharge or remove the lien by bonding or otherwise, within thirty (30) days after notice from Landlord to Tenant of the filing of same.

Section 9.5 **Trade Fixtures and Other Property**. All trade fixtures and equipment installed by Tenant in the Leased Premises shall be new or completely reconditioned and shall remain the property of Tenant.

Provided Tenant is not in default hereunder, Tenant shall have the right, at the termination of this Lease, to remove any and all trade fixtures, equipment and other items of personal property not constituting a part of the leasehold which it may have stored or installed in the Leased Premises, including but not limited to: counters, shelving, show cases, chairs, movable machinery, tools, office equipment and furniture purchased provided by Tenant and which are susceptible to being moved without damage to the building, provided this right is exercised before the Lease is terminated and provided that Tenant shall repair any damage to the Leased Premises caused thereby. The right granted Tenant in this Section 9.5 shall not include the right to remove any plumbing or electrical fixtures or equipment, heating or air-conditioning equipment, floor coverings (including wall to wall carpeting, laminate flooring) glued or fastened to the floors or any paneling, tile, or other materials fastened or attached to the walls or ceilings, all of which shall be deemed to constitute a part of the leasehold, and, as a matter of course, shall not include the right to remove any fixture or machinery that were furnished or paid for by Landlord.

Buildings shall be left in a broom-clean condition. If Tenant shall fail to remove its trade fixtures or other property, as described in the preceding paragraph, at the termination of this lease or after Tenant's desertion of the Lease premises, such fixtures and other property not removed by Tenant shall be deemed abandoned, left behind and/or given up by Tenant, and, at the option of Landlord, shall become the property of Landlord.

## **ARTICLE 10** **TAXES AND INSURANCE**

Section 10.1 **Tenant's Taxes**. Tenant covenants and agrees to pay promptly when due all taxes imposed upon its business operation and its personal property situated in the Leased Premises.

### **Section 10.2 Tenant's Insurance**

- (a) Tenant shall not conduct or permit to be conducted any activity, or place any equipment, materials or other items in, on or about the Leased Premises or the Building, which will increase the rate of fire or liability or casualty insurance on the Building. If Tenant fails to comply with this provision, Tenant shall pay, as additional rent, the increased amount within ten (10) days of written demand from Landlord.
- (b) Without waiving the statutory limits specified in Section 768.28, Florida Statutes, Tenant shall obtain and keep in force commercial general liability insurance, including property damage, insuring against any liability arising out of use, occupancy or maintenance of the Leased Premises. The insurance shall be an amount not less than One Million Dollars (\$1,000,000.00) of injuries to persons in one accident and not less than Five Hundred Thousand Dollars (\$500,000.00) for injury to one person, and One Million Dollars (\$1,000,000.00) for damage to property.
- (c) Tenant shall obtain and keep in force all employees compensation insurance required under the laws of the State of Florida and any other insurance necessary to protect Landlord against any other liability of person or property arising by operation of law, whether such law is now in force or is adopted subsequent to the execution of this Lease.

- (d) Certificates of insurance shall be delivered to Landlord at least ten (10) days prior to the Commencement Date with renewals delivered to Landlord at least ten (10) days prior to the expiration of any policy. If requested to do so, Tenant shall provide Landlord with copies of the pertinent portions of all policies and permit Landlord to examine the original policies. Each policy shall contain an agreement by the insurer that the policy shall not be canceled without thirty (30) days prior notice to Landlord by certified mail. If Tenant fails to deliver any certificate required, Landlord may procure the insurance. The premiums shall be payable by Tenant to Landlord, as additional rent, with interest, immediately upon demand.
- (e) In lieu of the insurance required above, permission is hereby granted to Tenant to self-insure with limits as stipulated in Section 768.28, Florida Statutes and provide a certificate of insurance evidencing the details of the Tenant's self-insured program.

## **ARTICLE 11** **DAMAGES, DESTRUCTION OR CONDEMNATION OF THE LEASED PREMISES**

**Section 11.1 Damage or Destruction by Fire or Other Casualty.** If the Leased Premises is damaged or destroyed by fire, flood, tornado, or by the elements, or through any casualty, or otherwise, after the commencement of the Lease Term, this Lease shall continue in full force and effect, and Landlord at its expense shall promptly restore, repair or rebuild the Leased Premises including but not limited to the store front, to the same condition as it existed when the possession of the Leased Premises were turned over to the Tenant at the commencement of the Lease Term, within ninety (90) days after such damage or destruction. If the cause of destruction is by fire, and the cause of the fire is from an unusual or suspicious nature and directly relating to Tenant i.e., if a fire was intentionally set in or around Tenant's unit or if the fire originated in Tenant's unit by Tenant's own property, equipment or means, Landlord will seek to recover all costs and expenses associated with returning the unit(s) and building back to its original conditions prior to the fire. In the event Landlord fails to restore, repair, or rebuild the Leased Premises as aforesaid, Tenant's sole remedy against Landlord shall be to terminate this Lease as of the date of such casualty by providing written notice to Landlord of such termination. Rent and additional rent, if any, shall abate from the date of such damage or destruction until ten (10) days after Landlord has repaired or restored the building in the manner and in the condition provided in this Section and notified Tenant of such fact or such termination as provided herein. In the event that only a part of the Leased Premises is un-tenantable or incapable of use for the normal conduct of Tenant's business therein, rent shall be abated from the date of such damage until ten (10) days after Landlord has completely repaired same and notified Tenant of such fact.

In the event that the Leased Premises shall be damaged in whole or in substantial part within the last six (6) months of the Lease Term, or within the last six (6) months of the last renewal term, if renewals are provided for herein, Landlord or Tenant shall have the option, exercisable within ninety (90) days following such damage, of terminating this Lease, effective as of the date of mailing notice thereof.

No damage or destruction to the Leased Premises shall allow Tenant to surrender possession of the Leased Premises nor affect Tenant's liability for the payment of rent or any other covenant contained herein, except as may be specifically provided in this Lease. Notwithstanding any of the provisions herein to the contrary, Landlord shall have no obligation to rebuild the Leased Premises unless the damage or destruction is a result of a casualty covered by Landlord's insurance policy.

Tenant shall give to Landlord prompt written notice of any damage to or destruction of any portion of the Leased Premises resulting from fire or other casualty.

**Section 11.2 Loss or Damage to Tenant's Property.** Landlord shall not be liable for any damage to property of Tenant or of others located on the Leased Premises, nor for the loss of or damage to any property of Tenant, or of others by theft or otherwise, unless such damage is caused by the willful act of gross negligence of Landlord. Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, wind, gas, electricity, water, rain, rising water or leaks from any part of the Leased Premises or from the pipes, appliances or plumbing works, street or subsurface or from any other place or by dampness or by any other cause of whatsoever nature, unless such injury or damage is caused by the willful act of gross negligence of Landlord. Landlord shall not be liable for any such damage caused by other tenants or persons in the Leased Premises, occupants of property adjacent to the Goldenrod Business Park, or public or quasi-public work, unless such damage is caused by the willful act of gross negligence of Landlord. Landlord shall not be liable for any latent defect in the Leased Premises or in the building of which they form a part, unless such latent defect is caused by the willful act of gross negligence of Landlord. All property of Tenant kept or stored on the Leased premises shall be so kept or stored at the risk of Tenant only, and Tenant shall hold Landlord harmless from any claims arising out of damage to the same, unless such damage shall be caused by the willful act of gross neglect of Landlord.

**Section 11.3 Condemnation.** In the event the entire Leased Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate and expire as of the date of such taking, and Landlord and Tenant shall thereupon be released from any further liability.

In the event more than fifteen percent (15%) of the floor area of the Leased Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, Tenant and Landlord shall have the right to cancel and terminate this Lease as of the date of such taking upon giving the Landlord or Tenant notice of such election within thirty (30) days after the receipt by Tenant from Landlord of notice that said Leased Premises have been so appropriated or taken. In the event of such cancellation, Landlord and Tenant shall thereupon be released from any further liability under this Lease. Immediately after any appropriation or taking, Landlord shall give Tenant notice thereof. If this Lease shall not be terminated as provided in this Section then Landlord at its sole cost and expense shall immediately restore the building to a complete until of like quality and character, rent will abate from the time of taking until ten (10) days after the completion of Landlord's work, and rent will thereafter be prorated appropriately for the new size of the Leased Premises.

All compensation awarded or paid upon such a total or partial taking of the Leased Premises shall belong to and be the property of Landlord without any participation by Tenant; provided, however, that nothing contained herein shall be construed to preclude Tenant from prosecuting any claim directly against the condemning authority in such condemnation proceedings for loss of business, and/or depreciation to, damage to, and/or cost of removal of, and/or for the value of stock and/or cost or removal of, and/or for the value of stock and/or trade fixtures, furniture and other personal property belonging to Tenant; provided further, however, that no such claim shall diminish or otherwise adversely affect Landlord's award or the award(s) of any and all ground and underlying lessor(s) and mortgagee(s).

#### ARTICLE 12 - DEFAULT

Section 12.1 **Default.** If Tenant fails to pay any rental hereunder or if Tenant defaults in fulfilling any of the covenants of this Lease, Landlord may give Tenant notice thereof. If such default is not remedied within thirty (30) days following confirmed receipt such notice, all of Tenant's rights under this Lease shall terminate, and Tenant shall immediately quit and surrender the Leased Premises to Landlord, but Tenant shall continue to be liable for the payment of rent and other sums due hereunder. If the nature of the default is such that it cannot reasonably be cured within the period of thirty (30) days and work thereon shall be commenced within the period and diligently prosecuted to completion, Tenant's rights under this Lease shall not terminate as a result of such default being thus cured or corrected. If rent is paid late more than two times during the lease term after such notice to Tenant of late payments or any renewal term Tenant may also be placed into default at Landlord's discretion. If at any time during the term there shall be filed by or against Tenant or against any successor of Tenant then in possession, in any court pursuant to any statute either of the United States or of any state, a petition (i) in bankruptcy, (ii) alleged insolvency, (iii) for reorganization, (iv) for the appointment of a receiver, or (v) for an arrangement under the Bankruptcy Act, or if a similar type of proceeding shall be filed, Landlord may terminate Tenant's rights under this Lease by giving notice in writing to Tenant, and thereupon Tenant shall immediately quit and surrender the Leased Premises to Landlord, but Tenant shall continue to be liable for the payment of rent and all other sums due hereunder.

Section 12.2 **Landlord's Rights on Default.** If Tenant's rights under this Lease shall have terminated as above, Landlord may immediately, or at any time thereafter, re-enter the Leased Premises and remove all persons and all or any property there from, by any suitable action or proceeding at law, or by force or otherwise possess and enjoy the Leased Premises, together with all additions, repair, alter, remove and/or change the character of the Leased Premises as it may deem fit and/or at any time re-let the Leased Premises or any part or parts thereof, as the agent of Tenant or otherwise. The exercise by Landlord of any right granted in the sentence immediately proceeding shall not relieve Tenant from the obligation to make all rentals payments, and to fulfill all other covenants required by this lease, at the time and in the manner provided herein, and if Landlord so desires all current and future rent and other monetary obligations shall become due and payable. Tenant through the remaining term hereof shall pay Landlord, no later than the last day of each month during the term, then current excess, if any, of the sum of the unpaid rentals over the proceeds, if any, received by Landlord from such re-letting, if any. Landlord shall not be required to re-let the Leased Premises or exercise any other right granted to Landlord granted to Landlord hereunder, nor shall Landlord be under any obligation to minimize Tenant's loss as a result of Tenant's default. If Landlord attempts to re-let the Leased Premises, Landlord shall be the sole judge as to whether or not a proposed tenant is suitable and acceptable. In the event Landlord re-lets the Leased Premises, Tenant's obligation to pay rent hereunder shall be reduced by the amount received in rent by Landlord.

In the event of a breach by Tenant of any of the covenants or provisions hereof, Landlord shall have, in addition to any other remedies which it may have, the right to invoke any remedy allowed at law or in equity to enforce Landlord's rights or any of them, as if re-entry and other remedies were not herein provided for.

Section 12.3 **Non-Waiver Provisions.** The failure of Landlord to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed to be waiver of any rights or remedies that Landlord may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained except as may be expressly waived in writing.

The maintenance of any action or proceeding to recover possession of the Leased Premises, or any installment or installments of rent or any other monies that may be due or become due from Tenant to Landlord,

shall not preclude Landlord from thereafter instituting and maintaining subsequent actions or become due from Tenant. Any entry or re-entry by Landlord shall not be deemed to absolve or discharge Tenant from liability hereunder.

Section 12.4 **Inability to Perform.** If Landlord is delayed or prevented from performing any of its obligations under this Lease by reason or strike or labor troubles or any outside cause whatsoever beyond Landlord's reasonable control, the period of such delay or such prevention shall be deemed added to the time herein provided for the performance of any such obligation by Landlord.

Section 12.5 **Landlord's Expense.** Landlord and Tenant shall each bear their own attorney's fees and costs related to any conflict, dispute resolution, or litigation arising from or relating to this Lease.

### **ARTICLE 13** **MORTGAGE FINANCING AND SUBORDINATION**

Section 13.1 **Subordination.** This Lease and all of Tenant's rights hereunder are and shall be subordinate to any mortgages or deed of trust which Landlord may place upon the Goldenrod Business Park. However, Tenant shall, upon request of either Landlord or the holder of any mortgage or deed of trust on the Goldenrod Business Park, execute any documents expressly subordinating this Lease to any mortgage expressly subordinating this Lease to any mortgages now or hereafter placed upon the Landlord's interest in the premises or future additions thereto, and Tenant shall execute and deliver upon demand, such further instruments subordinating this Lease to the lien of any such mortgage or mortgages, provided such subordination shall be upon the express condition that this Lease shall be recognized by the mortgagees and that the rights of Tenant shall remain in full force and effect during the term of this Lease and any extension thereof, notwithstanding any default by the mortgagors with respect to the mortgages or any foreclosure thereof, so long as Tenant shall perform all of the covenant and conditions of this lease. Tenant agrees to execute all agreements required by Landlord's mortgagee or any purchaser at a foreclosure sale or sale in lieu of foreclosure by which agreements Tenant will attorn to the mortgagee or purchaser. Tenant's Manager of Real Estate Management Division is authorized to execute such instruments.

Section 13.2 **Notice to Mortgagees of Landlord's Default.** Tenant shall give prompt written notice, in the manner provided in Section 14.4, to each mortgagee of record of any default of Landlord hereunder, and Tenant shall allow such mortgagee a reasonable length of time (in any event, not less than sixty (60) days from the date of such notice) in which to cure any default. Any such notice shall be sent to the Mortgage Loan Department of any mortgagee at its home office address.

Section 13.3 **Priming the Lease.** Any mortgagee may at its option elect to subordinate the lien of its mortgage to this Lease by executing and causing to be recorded in the place where a deed to the Goldenrod Business Park would be required to be recorded, an instrument evidencing such subordination.

### **ARTICLE 14** **OTHER PROVISIONS**

Section 14.1 **Indemnity.** To the extent permitted by Section 768.28, Florida Statutes, Tenant shall indemnify, defend, and hold Landlord harmless against all claims, actions, damages, judgments, fines, and penalties for damage or injury to person or property (a) arising from or out of any occurrences within the Leased Premises (b) by reason of the occupancy or use of the Leased Premises or any part of the Property by Tenant or (c) occasioned wholly or in part by any negligent act or omission of Tenant, its agents, , customers, and employees. If Landlord is made a party to any litigation connected in any way with this Lease or Tenant's use or occupancy of the Premises, Tenant shall indemnify and hold Landlord harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred by Landlord except for costs associated with any litigation arising from the sole negligence of the Landlord. Nothing contained herein shall constitute a waiver of sovereign immunity by the Tenant nor require the Tenant or the Landlord to assume any liability of any kind for the acts, omissions or negligence of the other party.

Section 14.2 **Definitions and Liability of Landlord.** The term "Landlord" is used in this Lease means only the owner for the time being of the building in which the Leased Premises are located or the owner of a leasehold interest in the building and/or the land there under so that in the event of sale of the building or an assignment of this Lease, or a demise of the building and/or land, Landlord shall be and hereby is entirely freed and relieved of all obligations of Landlord hereunder and it shall be deemed without further agreement between the parties and such purchaser(s), assignee(s) or lessee(s) that the purchaser, assignee or lessee has assumed and agreed to observe and perform all obligations of Landlord hereunder.

It is specifically understood and agreed that there shall be no personal liability on Landlord in respect to any of the covenants, conditions or provisions of this lease; in the event of a breach or default by Landlord of any of its obligations under this Lease, Tenant shall look solely to the equity of Landlord in Goldenrod Business Park for the satisfaction of Tenant's remedies.

Section 14.3 **Assignment or Subletting.** All assignments of this Lease or subleases of the Leased

Premises by Tenant shall be subject to and in accordance with all of the provisions of this Section 14.3. So long as Tenant is not in default under any of the provisions of this lease and fulfills all of the terms and conditions of this Section 14.3.

(a) Tenant may assign this Lease or sublease the entire Leased Premises to a wholly owned corporation or controlled subsidiary of Tenant without the consent of Landlord.

(b) Tenant may assign this Lease or sublease the entire Leased Premises to a party other than a wholly owned corporation or controlled subsidiary after first obtaining the prior written consent of Landlord.

Notwithstanding the foregoing provisions of subparagraphs (a) and (b) of Section 14.3, any assignment or sublease by Tenant shall be only for the purposes specified in Section 1.1 F., and for no other purpose, and in no event shall any assignment or sublease of the premises release or relieve Tenant from any obligation of this Lease.

In the event Tenant shall sublease the entire Leased Premises in accordance herewith for rentals in excess of those rentals payable hereunder, Tenant shall pay to Landlord, as additional rent hereunder, all such excess rentals.

Any proposed assignee or subtenant or Tenant shall assume Tenant's obligations hereunder and deliver to Landlord within ten (10) days after the effective date of the assignment.

Section 14.4 **Assignment by Landlord/Owner.** This Lease and all of Tenant's obligations hereunder are and shall be transferred upon the sale of real property "Goldenrod Business Park" to a new Owner/Landlord. In such event, this Owner/Landlord shall provide joint written notice of such sale to Tenant referencing this Section 14.4 (which shall also include Rent remittance instructions), as well as a copy of the recorded deed. Tenant and/or new Owner/Landlord shall, upon request of either this Owner/Landlord, new Owner/Landlord, or Tenant of the "Goldenrod Business Park", any documents executed which expressly transfer this Lease. Tenant's Manager of Real Estate Management Division is authorized to execute such documents. The rights of Tenant shall remain in full force and effect during the term of this Lease and any extensions thereof.

Section 14.5 **Notices.** Whenever a notice shall or may be given to either of the parties by the other, each such notice may be delivered by registered or certified mail with return receipt requested.

Notice to Landlord shall be addressed as specified in Article I, Section 1.1 B., and notice to Tenant shall be addressed as specified in Article I, Section 1.1. C and D., or in each case, to such other address as either may from time to time be designated in writing one to the other.

Section 14.6 **Late Payment Penalty and Late Payment Fees.** All rents and other required sums are due on the 1st day of each month. If Tenant's timely check payment is returned for insufficient funds available or the timely payment received is not immediately negotiable by Landlord for cash payment, the Tenant will be charged a Late Payment Penalty of Seventy-Five Dollars and 00/100 (\$75.00) and a daily Late Pay. Fee of Five Dollars and 00/100 (\$5.00) per day for each day through the date that the Tenant pays Landlord the full amount of the monthly amount due. Payment of the Late Payment Penalty and Late Payment Fees are due immediately upon accrual and must be paid in full with monthly payment due.

Landlord's acceptance of partial payment of rents, CAM, late charges, NSF or other such sum due to Landlord does not constitute a waiver of any of Landlord's rights under this Lease or the Florida Statutes by such acceptance. Partial acceptance of any payments will only be made on the behalf of and in consideration of the Tenant.

Section 14.7 **Returned Check Charge.** If a check is returned by Landlord's bank for insufficient funds, Tenant will be charged a \$45.00 Return Check Charge. This return check charge shall be paid to Landlord immediately upon verbal or written notification by Landlord. Landlord may impose a Late Payment Penalty of Seventy-Five Dollars and 00/100 (\$75.00) and Late Payment Fees of Five Dollars and 00/100 (\$5.00) per day for each day the rent remains unpaid. Landlord may elect to require Tenant to make future rent payments in the form of a cash, cashier's check or money order.

Section 14.8 **Short Form Lease.** Tenant agrees not to record this Lease without the express written consent of Landlord and further agrees to execute, acknowledge and deliver at any time after the date of this Lease, at the request of Landlord, a short form Lease suitable for recording.

Section 14.9 **Tenant's Notice to Landlord Default.** Should Landlord be in default under any of the terms of this Lease, Tenant shall give Landlord prompt written notice thereof in the manner specified in Section 14.4 and Tenant shall allow Landlord a reasonable length of time (in any event, not less than thirty (30) days from the date of such notice) in which to cure such default.

Section 14.10 **Surrender of Leased Premises and Holding Over.** At the expiration of the tenancy hereby created, Tenant shall surrender the Leased Premises in the same condition as the Leased Premises were in upon

delivery of possession thereof to Tenant, minimal wear and tear excepted, and damage by unavoidable casualty excepted to the extent that the same is covered by Landlord's fire insurance policy with extended coverage endorsement. All damages to Leased Premises beyond those stated are the financial responsibility of Tenant. Tenant shall surrender all keys for the Leased Premises to Landlord by 5:00 pm on the ending date of the Lease per Section 1.1, G, at the Rent Payment Place and shall inform Landlord of all conditions on locks for all doors both interior and exterior, safes and vaults, if any, in the Leased Premises, Tenant shall remove all its trade fixtures as specified in Section 9.5 and any alterations or improvements and shall repair any and all damage to the Leased Premises caused thereby, unless written permission is given by Landlord that alterations and improvements may be left. All removal and repairs to correct any damages or deficiencies must take place prior to the termination date of the Lease and before surrendering the Leased Premises. Furthermore, Tenant shall give Landlord ten (10) days written notice, prior to surrender of Leased Premises, so that Landlord may make physical inspection of Leased Premises prior to the surrender by Tenant. Any repairs or corrections required and not performed by Tenant will be performed by Landlord and Tenant will be charged for all costs to correct and repair damages and deficiencies.

Tenant's obligation to observe or perform this covenant shall survive the expiration of the Lease, whether or not that of a tenancy at will and in no event from month to month or from year to year, and it shall be subject to all the terms, covenants and conditions of this Lease applicable thereto, and no extension or renewal if this Lease shall be deemed to have occurred by such holding over. Should Tenant, or any of its successors, assignee or sub-lessee in interest, hold over the premises or any part thereof after the expiration of the Lease Term, unless otherwise agreed to in writing by Landlord, such holding over shall constitute and be construed as a month-to-month tenancy, and rental for such tenancy will be paid in advance at a monthly rental rate equal to 150% of the monthly payment amount as identified in Article 1, Section 1.1 M of this Lease. For avoidance of doubt, in the event Landlord and Tenant are negotiating renewal, option, or extension terms in good faith, then, in such event, Landlord shall forebear from enforcing the holdover rent rate as set forth herein. Lessee shall indemnify Landlord, pursuant to Section 14.1, against all claims for damages by any other tenant to whom Landlord may have leased all or any part of the Leased Premises covered hereby, effective upon the termination of this Lease as set out herein.

Section 14.11 **Lien of Landlord for Rent, Taxes, and Other Sums.** Landlord shall have, and Tenant hereby grants, a security interest in any furnishings, equipment, fixtures, inventory, accounts receivable or other personal property of any kind belonging to Tenant, or the equity of Tenant therein, on the Leased Premises. The security interest is granted for the purpose of securing the payment of rent, assessments, charges, penalties, and damages herein covenanted to be paid by Tenant, and for the purpose of securing the performance of all other obligations of Tenant hereunder. Upon default or breach of any covenants of this Lease, Landlord shall have all remedies available under the Uniform Commercial Code enacted in the State where the Leased Premises are located including, but not limited to, the right to take possession of the above-mentioned property and dispose of it by sale in a commercially reasonable manner. Landlord shall also have a landlord's lien on all the personal property of Tenant located in the Leased Premises.

Section 14.12 **Premise & Performance Deposit.** If Tenant causes to have any lock(s) changed or re-keyed to a different key system other than that which the Landlord has issued to the Tenant at commencement of tenancy, Tenant hereby agrees to assume the liability for the cost of re-keying or changing the lock(s), both interior and exterior locks, for said unit back to the Landlord's key system. Tenant must notify Landlord in writing when any change is made to the keying system or to the hardware on any doors in unit(s) of Tenant. Tenant is renting the Leased Premises in "as-is" condition. Tenant will be asked to inspect the Leased Premises upon receiving the key(s) and must list any deficiencies observed on the "Occupancy Inspection Report". If the "Occupancy Inspection Report" is not completed and signed it will be understood by both parties that the Leased Premises has no deficiencies. At the end of Tenant's occupancy of the Leased Premises, a walk-through will be conducted by Landlord with Tenant present, whenever possible. At this time all keys that Tenant has in his possession must be turned over to the Landlord. Also, Landlord will list all deficiencies, changes, alterations, additions, and damages that are found in the premise on the "Tenant Checkout Report". Tenant shall be responsible for, including but not limited to, the checklist of items on Exhibit "A" - Repairs under Premise and Performance Deposit, attached hereto and Tenant shall also be expected to leave the Leased Premises as follows: carpet vacuumed, steamed clean with any stains removed, if necessary; warehouse floor swept clean; restroom sink, toilet and floor clean; vinyl lettering on storefront door must be removed and adhesive residue removed from glass; and, any signage on building must be removed. Tenant agrees not to leave any debris, personal items, furniture, components, or any item of any nature in the premises or sitting on the ground around the trash dumpsters. If Landlord is required to perform any cleanup or removal on Tenant's behalf, Landlord will charge Tenant. As Tenant is responsible for the items listed on Exhibit "A" and Tenant desires to perform these corrections prior to turning the Leased Premises back over to Landlord, it is agreed that Tenant will perform the work in a professional manner so that the corrections do not further damage or destroy the Landlord's property. Tenant agrees to request from Landlord the means and methods of correction prior to performing the work. Tenant's Manager of Real Estate Management Division or his/her designee is authorized to complete and execute the Occupancy Inspection Report as well as the Tenant Checkout Report.

Section 14.13 **Entire and Binding Agreement.** This Lease contains all of the agreements between the parties hereto, and it may not be modified in any manner other than by agreement in writing signed by all the parties hereto, and it may not be modified in any manner other than by agreement in writing signed by all the parties hereto or their successors in interest. The terms, covenants and conditions contained herein shall insure the benefit of and

be binding upon Landlord and Tenant and their respective successors and assigns, except as may be otherwise expressly provided in this Lease.

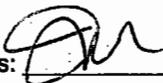
Section 14.14 **Provisions Severable.** If any term or provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 14.15 **Captions.** The captions contained herein are for convenience and reference only and shall not be deemed as a part of this Lease or construed as in any manner limiting or amplifying the terms and provisions of this Lease to which they relocate.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease, consisting of 20 pages which includes Exhibits "A", "B", "C", "D" and "Rules & Regulations" as of the Lease Effective Date, each acknowledging receipt of an executed copy hereof.

Signed, sealed and delivered  
in the presence of:

LANDLORD  
Goldenrod Business Park Partnership, LLP

Witness: 

Print Name: Julie Dixon

Witness: 

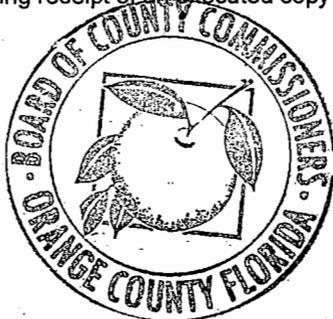
Print Name: Raquel Castillo

By: 

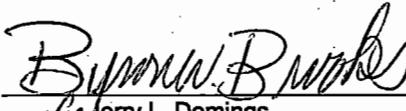
Title: President / G.P.

Date: 12.27.18

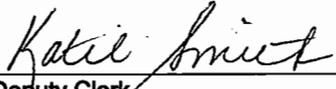
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TENANT  
ORANGE COUNTY

By:   
Jerry L. Demings  
Orange County Mayor

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

By:   
Deputy Clerk

## EXHIBIT "A" REPAIRS UNDER SECURITY DEPOSIT

The following list of work shall be performed by Landlord or his selected vendor(s) if deficiencies and damages are identified on "Tenant Check-Out Report"

Clean-Up of Unit (Vacuuming, Sweeping, Mopping, Restroom) and removal of Tenant's possessions from Leased Premises	\$200.00 & Up
Repair of nail or picture hanger holes in sheetrock and paneling. Repair/patch must match sheetrock painted wall or color of paneling. Touch up paint as required.	\$10.00 / Hole
Remove nail or picture hanger, patch hole, and re-texture sheetrock	\$5.00/Hole (Sheetrock)
Repair hole in wall or damage to wall or door (other than nail hole)	\$ TBD
Painting One Wall - Office	\$150.00
Painting Two Walls - Office	\$250.00
Painting Three Walls - Office	\$375.00
Steam Clean Carpet	\$100.00 & Up
Replace Carpet	\$ 25.00 Sq Yd
Replace Mini Blinds (Cannot be Repaired)	\$ 75.00 Per Blind & Up
Re-Key and/or Replace Door Hardware	\$95.00 - \$200.00
Refinish Wood Door or Re-Paint Wood Door	\$125.00
Replace Wood Door	\$250.00
Repairs to Air Conditioning Unit / Equipment	\$ TBD
Ceiling Tile	\$ 35.00 & Up
Replace or Repair vinyl or wood base	\$ 2.00 per Lineal Foot & Up
Repairs to Overhead Door and to Storefront Door	\$ TBD
Repairs to Plumbing Fixtures	\$ TBD
Removal of Vinyl Lettering and other Signage	\$ 55.00 & Up
Repairs to Metal Building and Fire Sprinkler System	\$ TBD

**EXHIBIT "B"**

**GOLDENROD BUSINESS PARK**

**Legal Description**

**N. 171.25 ft. of N. 1/2 of S.E. 1/4 of S.E. 1/4 of N.W. 1/4 (less E. 250 ft. of S. 88 ft. of N. 171.25 ft.), Section 26, Township 22 S., Range 30 E. Area = 97,182.5 sq. ft. or 2.23 acres.**

**On-Site Sewage System Permit # 48-131**

**EXHIBIT "C"**  
**GOLDENROD BUSINESS PARK**  
**"Tenant Occupancy Inspection Report"**

Date Conducted: \_\_\_\_\_ Tenant: \_\_\_\_\_

Lease Premise: Building 214 \_\_\_\_\_ Building 210 \_\_\_\_\_ Unit: \_\_\_\_\_

Names of Persons present during Inspection:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# of Keys Issued for Storefront Door: \_\_\_\_\_ # of Keys Issued for Interior Doors: \_\_\_\_\_  
Verified that all keys work: \_\_\_\_\_

**I understand that pursuant to Lease Section 14.11, I have leased this unit "As Is", and that by identifying the deficiencies or problems I observe, that I will not be held responsible for them at the end of my Lease Term.**

List all Deficiencies or Problems (use separate line for each different item):

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_

**NOTE: If the Tenant inspection does not occur and/or this Tenant Occupancy Inspection Report is not completed, Tenant hereby accepts the Leased Premises "as-is" with no problems or deficiencies.**

Additional Comments:

\_\_\_\_\_  
\_\_\_\_\_

LANDLORD

TENANT

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

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

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

## EXHIBIT "D" GOLDENROD BUSINESS PARK "Tenant Check-Out Report"

Date Conducted: \_\_\_\_\_ Tenant: \_\_\_\_\_

Lease Premise: Building 214 \_\_\_\_\_ Building 210 \_\_\_\_\_ Unit: \_\_\_\_\_

Names of Persons present during Walk-Thru Check-out: \_\_\_\_\_

# of Keys Returned for Storefront Door: \_\_\_\_\_ # of Keys for Interior Doors: \_\_\_\_\_

Verified that all keys work and we have keys for all doors: \_\_\_\_\_

### EXHIBIT "A" (From Lease Agreement) REPAIRS UNDER SECURITY DEPOSIT

The following list of work shall be performed by Landlord or his selected vendor(s) if deficiencies and damages are identified on "Tenant Check-Out Report".

To the right of each item listed below, identify the deficient items requiring corrective work.

Clean-Up of Unit (Vacuuming, Sweeping, Mopping, Restroom) and removal of Tenant's possessions from Leased Premises	\$250.00 & Up
Repair of nail or picture hanger holes in sheetrock and paneling. Repair/patch must match sheetrock painted wall or color of paneling. Touch up paint as required.	\$10.00 / Hole & Up
Remove nail or picture hanger, patch hole, and re-texture sheetrock	\$5.00/Hole (Sheetrock)
Repair hole in wall or damage to wall or door (other than nail hole)	\$ TBD
Painting One Wall - Office	\$125.00
Painting Two Walls - Office	\$250.00
Painting Three Walls - Office	\$375.00
Clean Carpet	\$100.00 & Up
Replace Carpet	\$ 25.00 Sq Yd
Replace Mini Blinds (Cannot be Repaired)	\$ 75.00 Per Blind & Up
Re-Key and/or Replace Door Hardware	\$95.00 - \$200.00
Refinish Wood Door	\$125.00
Replace Wood Door	\$350.00
Repairs to Air Conditioning Unit / Equipment	\$ TBD
Ceiling Tile	\$ 35.00 & Up
Replace or Repair vinyl or wood base	\$ 3.50 per Lineal Foot & Up
Repairs to Overhead Door and to Storefront Door	\$ TBD
Repairs to Plumbing Fixtures	\$ TBD
Removal of Vinyl Lettering and other Signage	\$ 75.00 & Up
Repairs to Metal Building	\$ TBD

LANDLORD

TENANT

\_\_\_\_\_  
Signature / Printed Name

\_\_\_\_\_  
Signature / Printed Name

## **GOLDENROD BUSINESS PARK RULES AND REGULATIONS (a - z)**

Landlord's rights shall not be in conflict with any of the express provisions of the Lease governing the use of the parking areas, walkways, driveways, exterior of buildings, lighting and other matters affecting other tenants and the general management and appearance of the Goldenrod Business Park of which the Leased Premises and common areas are a part. Tenant agrees to comply with all Rules and Regulations of Goldenrod Business Park and any subsequent modifications made by the Landlord to the Rules and Regulations. If Tenant is notified by the Landlord that Tenant is in violation of the Rules and Regulations, Tenant agrees to immediately cease and desist the activity in conflict, and to immediately commence correction of the conflict or problem (if required). In no way shall the violation continue, after notification from the Landlord, longer than five (5) days from notification.

- (a) All loading and unloading of goods shall be done only at such time, in the areas, and through the entrances, designated for such purposes by Landlord.
- (b) The delivery or shipping of merchandise, supplies and fixtures to and from the Leased Premises shall be subject to such rules and regulations as in the judgment of Landlord are necessary for the proper operation of the Leased Premises or Goldenrod Business Park. Tenant shall have control over their vendors and not allow vendors to block the driveway or to block parking spaces for an extended time. Tenant agrees that vendors truck will be moved to allow vehicles access in and out of parking spaces and the main entrance/exit driveway without delay.
- (c) The Landlord provides two (2) 8 yard waste receptacles at the rear of the Goldenrod Business Park for disposal of Tenant garbage and refuse that is generated from within the Tenant's Leased Premises. Tenant's may not bring onto Goldenrod Business Park premises or dispose of refuse, including but not be limited to, trash, debris of any kind, appliances, wood, mattresses, furniture, household items, car parts, oil, and garbage, Tenant agrees to the following: a) That boxes shall be flattened or crushed down and folded if necessary so that they will fit inside the dumpster and not placed in the dumpster whole or left outside of dumpster; b) That pallets shall not be disposed of in dumpster or left on the ground or areas surrounding the dumpsters. That pallets shall be removed from Goldenrod Business Park premises by Tenant and/or his vendor(s). Pallets shall not be stored on walkway outside of Tenant premises or any other placed on Goldenrod Business Park property.; c) That all trash to be disposed of will be placed into dumpster and not left on the ground around dumpster. Dumpsters are serviced every week day so if dumpsters are full at the time you are trying to deposit trash, hold onto trash in your unit until the dumpsters are emptied. D) If Tenant abuses the use of the dumpsters and surrounding area and the Landlord must intervene to clean-up the trash from a specific Tenant and Landlord is able to reasonable prove that there is a specific Tenant that is violating this provision, such violating Tenant hereby agrees to pay the costs associated with the clean-up and/or removal of trash from premises
- (d) No satellite dish, antenna, special components or cabling for radio, television, security system or camera, or any other similar device(s) shall be installed without first obtaining in each instance Landlord's consent in writing. Anything installed without the advance express written authorization and approval of the Landlord will be immediately removed at Tenant's expense, including the cost of any repairs to Landlord's property which may be required.
- (e) No loudspeakers, televisions, phonographs, radios, vehicles or other devices shall be used in a manner so as to be heard or seen outside of the Leased Premises without the advance express written consent of Landlord.
- (f) Tenant shall have responsibility for hiring a professional pest/rodent control company to provide monthly services to ensure that Tenant's space(s) are kept free from any pests/rodents, etc. Copy of such contract or agreement shall be given to Landlord upon request.
- (g) The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be deposited therein, and the expense of any breakage, stoppage or damage resulting from a violation of this provision shall be borne by Tenant.
- (h) Tenant shall not burn any trash or garbage of any kind in or about the Leased Premises, or on the property of the Landlord.
- (i) Tenant understands and agrees that the consuming of alcoholic beverages in any of the common areas of the Goldenrod Business Park is strictly prohibited.
- (j) Tenant shall not, under any circumstances, allow, cause or create any penetration through the glass, overhead doors or walls of Tenant's Leased Premises to the exterior of the building or into another Tenant's space.

**GOLDENROD BUSINESS PARK  
- RULES AND REGULATIONS (a - z) (Contd.)**

- (k) Tenant shall not use, store, create, combine, make, manufacture, or test any dangerous and potentially explosive materials, components, compounds, powders or liquids of any kind whatsoever inside the Leased Premises or anywhere on the Landlord's property at anytime.

Tenant shall not change or modify the interior of the Leased Premises, including but not limited to, painting, walls, doors, floors, ceilings, plumbing, and electrical without the advance express written authorization and approval of the Landlord.

- (l) Tenant shall in no way impair or intend to impair the peace, character, reputation, creditability, standards, business working environment previously having been established in the Goldenrod Business Park, including the appearance of Goldenrod Business Park, LLP.
- (m) Goldenrod Business Park is a multi-tenant, multi-business office and warehouse property and any interference in or with or which will impair or interfere with or tend to impair or interfere with any of the business of the Landlord or other tenant's business, its employees, agents or property will not be tolerated by the Landlord and Goldenrod Business Park, LLP.
- (n) All cigarette butts must be disposed of properly by placing them into the approved disposal containers and disposed on the walkways or in the parking lot.
- (o) Tenants and their employees, agents, contracted labor or vendors, guests, clients, customers and the like, at no time are allowed to bring, store or consume any alcoholic beverage onto the common area property of Goldenrod Business Park.
- (p) Tenants cannot use the parking and driving areas, common walkways, or any other common areas to hold, collect, accumulate or store any items to include equipment, furniture, fixtures, boxes or trash of any kind whatsoever, or pallets. Tenants will not use parking areas or common walkways for staging, assembly, packing or any type of work or activity.
- (q) Tenant may not allow their guests, clients, customers, employees, agents and the like to use any common areas as an extension of Tenant's office for any purpose and specifically may not use the common areas for waiting, loitering, hanging-out, or have the appearance of such.
- (r) Tenants shall not allow their customers, guests, clients, agents or employee's children to be unattended at any time in any of the common areas of the property. It is the Tenant's responsibility to ensure that their customers, clients, guests, employees, agents, vendors, and the like, maintain good and acceptable behavior in keeping with the professional business image and integrity of this business complex and in consideration of all other tenants in the complex. Each and every tenant and their employees, guests, clients, customers and agents shall agree to maintain a peaceful co-existence with the other tenants in the Goldenrod Business Park.
- (s) Each tenant shall furnish fire extinguishers inside their Leased Premises as required by the fire department.
- (t) Tenant shall upon request furnish to Landlord the license numbers of the cars operated by Tenant and its concessionaires, officers, employees, agents, customers and invitees, to use any part of the parking areas and other common areas.
- (u) Neither Tenant nor Tenant's employees, customers, clients, guests, concessionaires or agents shall solicit business in the parking lot or other common areas or distribute any handbills or other advertising matter in such areas or place any such handbills or other advertisement in or on any automobiles parked therein without Landlord's written consent.
- (v) At no time is any tenant permitted to park boats, trailers, motor homes, over-sized vehicles, or vehicles that are any state of disrepair on premises. No vehicle can remain parked in the Goldenrod Business Park parking areas for a period longer than 24 hours. Tenants will not use the parking areas for storage of any kind at any time, to include vehicles, trailers, pods, containers, boats, motor homes, campers, or vehicles in any state of disrepair. If vehicles are not being driven on a daily basis in the normal course of business of the Tenant, properly licensed and tagged, said vehicle(s) must be immediately removed from the premises. Any boats, trailers, motor homes, vehicles in a state of disrepair, vehicles being "stored", or any other items as identified above will be towed or otherwise removed from the premises. Any cost of removal will be borne by Tenant exclusively.
- (w) Tenant, Co-Tenant, Tenant/Co-Tenant's employees, friends, relatives or any other person shall not make use of the Leased Premises as a domicile, residence, place of habitation set up as a living space, to include but not limited to sleeping in the Leased Premises. In addition thereto, Tenant shall not allow or keep any pets or other animals of any kind whatsoever to reside, inhabit or be a resident in the lease premises.
- (x) Tenants shall not allow their customers, guests, clients or employee's children to be unattended at any time in any of the common areas of the property.
- (y) It is the Tenant's responsibility to ensure that their customers, clients, patients, guests and employees maintain good behavior in keeping with a professional business image and the integrity of this business complex, and in consideration of all other Tenants and Tenant's businesses in Goldenrod Business Park.

**GOLDENROD BUSINESS PARK  
RULES AND REGULATIONS (a - z) (Contd.)**

(z) [Intentionally Deleted]