

# HWO Holdings, LLC

## BOARD MINUTES

Monday, November 16, 2020 at 9:13 AM

Healthy West Orange Building

1200 E. Plant Street, Ste 210

Winter Garden, FL 34787

The Board of Directors of the Foundation for a Healthier West Orange (HWO, Inc.), in its capacity as the manager and sole member of HWO Holdings, LLC (HWO Holdings), met on Monday, November 16, 2020 at the Healthy West Orange Building. Chair J. Whiddon called the meeting to order at 9:13 a.m. A quorum was established, with the following **Directors Present:** M. Marsh, N. Sutton, J. Whiddon; and **Others Present:** T. Swanson, L. Boettcher, L. Buckley, J. Jonasen, and J. Breth.

No members of the public were in attendance, so invitation for public comment was not necessary.

### APPROVAL OF MINUTES

**Action Taken:** Upon a motion duly made and seconded, the minutes of the October 2, 2020 meeting of the Board were unanimously approved.

### FINANCE REPORT

K. Harker commented that the financial statement format for the Foundation for fiscal 2020 will reflect a breakout of HWO Holdings, LLC to be presented regularly to allow the Board, acting in its capacity as the manager, to provide their fiscal oversight of HWO Holdings, LLC.

### FINANCE REPORT – OCTOBER 2020

K. Harker then referred the Board to financial information previously provided and to the new format for the financial statements for October, noting that each of the four companies (the Foundation and its three subsidiaries) is shown separately, and then the combined numbers are reported. At October 31, HWO Holdings, LLC's assets were \$19,101.10. As to net revenues and expenses, there are none reflected, as the anticipated building transfer is delayed. K. Harker closed by commenting that he welcomes any suggestions or comments on the financial statement format that may make them more informative or useful to the Board.

**Action Taken:** Upon a motion duly made and seconded, the financial report for October 2020 was unanimously approved.

### PROPOSED BUDGET 2020-2021

Chair J. Whiddon called upon T. Swanson and K. Harker to comment on the proposed budget for fiscal 2020-2021. T. Swanson & K. Harker then provided comments and information on various line items in the budget and responded to questions and comments from Board members. Following discussion, Chair J. Whiddon asked for a motion.

# HWO Holdings, LLC

**Action Taken:** Upon a motion duly made and seconded, the 2020-2021 budget for HWO Holdings, LLC as presented was unanimously approved.

## DISTRICT LEASE APPROVAL & RESOLUTION TO ACCEPT TRANSFER OF BUILDING AND LAND

J. Jonasen shared that during the last Board meeting, the Board instructed T. Swanson and T. Keating to negotiate further on the lease between HWO Holdings, LLC, as landlord, and West Orange Healthcare District, as the tenant who will occupy up to approximately 1,500 sq. ft. of space in the Healthy West Orange Building indefinitely for monthly rent of \$1.00, consistent with the Building Grant Agreement between the District and HWO, Inc. T. Swanson shared that the District attorney, J. Jonasen's colleagues at Gunster, and K. Ardaman worked together to finalize the lease.

J. Jonasen then directed the Board's attention to a set of resolutions in the Board package that would approve the District lease and acceptance of the transfer of the building and land from the District, and the related legal and documentary requirements to effect that transfer.

**Action Taken:** Upon a motion duly made and seconded, the Board unanimously approved the revised District lease and the set of resolutions (a copy of which is attached to these minutes) authorizing HWO Holdings, LLC, to enter into the lease and to accept the transfer of the building and land from the West Orange Healthcare District.

## DESIGNATION OF OFFICERS AND AUTHORITIES


J. Jonasen indicated that the Operating Agreement of HWO Holdings, LLC, gives the Foundation, as the manager of HWO Holdings, LLC, the authority to designate officers for HWO Holdings, LLC. He proposed that the Board, acting in its capacity as the manager, designate one or two officers and empower them to sign documents and checks on behalf of HWO Holdings, LLC. J. Whiddon proposed that T. Swanson serve as President and K. Harker as Treasurer of HWO Holdings, LLC.

**Action Taken:** Upon a motion duly made and seconded, the Board unanimously approved the designation of T. Swanson as President and K. Harker as Treasurer of HWO Holdings, LLC.

## OPEN FORUM

T. Swanson shared an update on two potential tenants that previously expressed interest in leasing space at the Healthy West Orange Building. A dental practice has notified they will not be moving forward with their letter of intent, and One Blood is developing a letter of intent to pursue a lease to secure space for a collection site.

The meeting was adjourned at 9:31 a.m.

  
Jaclyn Whiddon, Chair

**RESOLUTIONS OF  
THE MANAGER AND MEMBER OF  
HWO HOLDINGS, LLC**

*A Florida Limited Liability Company*

**November 16, 2020**

*Pursuant to the Florida Revised Limited Liability Company Act (the “Act”), the manager and sole member of HWO Holdings, LLC, a Florida limited liability company, hereby adopts the following resolutions:*

The Board of Directors of HWO, INC., a Florida not-for-profit corporation doing business as Foundation for a Healthier West Orange, which is the sole manager (the “Manager”) and the sole holder of the entire outstanding membership interest (the “Member”) of HWO HOLDINGS, LLC, a Florida limited liability company (the “Company”), hereby approves following acts and resolutions of the Manager and Member pursuant to the Act and the Operating Agreement of the Company dated as of January 17, 2020. Such approval is given pursuant to the action of the Board of Directors of the Manager and Member taken at a timely called and duly held meeting of the Manager and Member of the Company on November 16, 2020:

**WHEREAS**, the Manager believes it to be in the best interests of the Company for the Company to accept the conveyance by the West Orange Healthcare District, an independent special district and political subdivision of the state of Florida (the “District”), of certain improved real property and all personal property constructed or located on such real property (the “Property”) located at 1200 E Plant Street, Winter Garden, Orange County, Florida 34787 (the “Conveyance”), such Property and Conveyance being more particularly described in that certain Grant Agreement between the District and Manager, dated as of September 24, 2019 (the “Grant Agreement”), which Grant Agreement was previously approved by the Board of Directors of the Manager prior to the Company’s formation; and

**WHEREAS**, the Company is a subsidiary that is wholly owned and controlled by the Manager, as required by the District pursuant to the Grant Agreement in order to receive the Conveyance of the Property; and

**WHEREAS**, following the Conveyance, the Manager believes it to be in the best interests of the Company for the Company to lease a portion of the Property back to the District, on terms and conditions contained in the form of lease agreement reviewed by the Manager and attached hereto as Exhibit A (the “Lease”);

**NOW THEREFORE, BE IT RESOLVED**, that, after careful review and consideration, the Manager hereby approves the Conveyance and the Lease in all respects; and that the consummation of the Conveyance of the Property by the District to the Company and the terms and conditions set forth in the Lease be, and hereby are, authorized and approved in every respect; and be it

**FURTHER RESOLVED**, that the Company is hereby authorized and empowered to enter into (i) any and all agreements, affidavits, instructions, notices, instruments, certificates, and other documents which may be necessary or required to be delivered by the Company pursuant to or in connection with or in order to consummate the Conveyance of the Property to the Company (the “Conveyance Documents”), and (ii) the Lease to the District, and to duly and legally bind the Company thereto; and be it

**FURTHER RESOLVED**, that each authorized officer of the Company or the Manager, in their respective capacities as officers of the Company or the Manager (each, an “Authorized Signatory”), acting alone, be and hereby is authorized to execute and deliver, in the name of and on behalf of the Company, the Conveyance Documents and the Lease, each with such changes as such Authorized Signatory, upon the advice of counsel, may deem to be necessary or appropriate to consummate the transactions contemplated by these resolutions; that the execution and delivery of the Conveyance Documents and the Lease by such Authorized Signatory shall conclusively evidence the due authorization thereof by the Manager; and that the Company shall perform its obligations under the Conveyance Documents and the Lease; and be it

**FURTHER RESOLVED**, that each Authorized Signatory be, and they hereby are, authorized and directed, for and on behalf of the Company, to take all other actions, to prepare, execute, and deliver all other agreements and documents, and to make such other filings, and pay all amounts, fees, and expenses as such Authorized Signatory may deem to be necessary or appropriate to effectuate each of the foregoing resolutions and to carry out the purposes thereof, the taking of any such action, the execution of any such agreement or documents, and the payment of any such amounts, fees, and expenses conclusively to evidence the due authorization thereof by the Manager; and be it

**FURTHER RESOLVED**, that all actions to date taken by the Manager, the Company, and each Authorized Signatory of the Company in connection with the Conveyance and the Lease are hereby ratified, approved, and confirmed in all respects.

Exhibit “A”

Lease

*[attached]*

**LEASE**

**BY AND BETWEEN**

**HWO HOLDINGS, LLC**

**AS LANDLORD**

**AND**

**WEST ORANGE HEALTHCARE DISTRICT**

**AS TENANT**

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## EXHIBITS

Exhibit “A”	Sketch of Premises
Exhibit “B”	Commencement Date Letter
Exhibit “C”	Rules and Regulations



## LEASE

THIS LEASE (“**Lease**”) is entered into as of the latest date set forth beneath the parties signatures below (the “**Effective Date**”) by and between **HWO HOLDINGS, LLC**, a Florida limited liability company (“**Landlord**”), and **WEST ORANGE HEALTHCARE DISTRICT**, an independent special district and political subdivision of the state of Florida (“**Tenant**”).

### 1. SUMMARY OF LEASE.

(a) **Building.** The building generally known as the Healthy West Orange Building, located at 1200 E. Plant Street, Winter Garden, Florida 34787.

(b) **Premises.** Suite 240 on the second floor of the Building, as shown on **Exhibit “A”** (subject to Section 18 below), which the parties agree contains approximately 791 square feet of space for purposes of this Lease.

(c) **Term.** See Section 4.

(d) **Rent.** See Section 5.

(e) **Addresses for Payments and Notices.**

Landlord’s notice  
and payment address:

HWO Holdings, LLC  
Attn: Luz Buckley  
Post Office Box 770837  
Winter Garden, FL 34777-0837  
Phone: 407-337-6919  
lbuckley@fhwo.org

Tenant’s notice  
and payment address:

West Orange Healthcare District  
Attn: Kenneth G. Harker  
Post Office Box 770790  
Winter Garden, FL 34777-0790  
Phone: 407-337-6933  
kgharker@wohd1949.org

2. **LEASE OF PREMISES.** Subject to the terms of this Lease, Landlord leases to Tenant and Tenant takes from Landlord the Premises. Subject to the terms of this Lease, Landlord also grants to Tenant the non-exclusive right to use the Common Areas. No easement for light, air or view is granted or implied hereunder.

3. **TENANT IMPROVEMENT WORK.** Tenant accepts the Premises, Building and Common Areas in their “as is” “where is” “with all faults” condition and Landlord shall not be required to make any improvements to the Premises, Building or Common Areas, or provide any improvement allowances or payments to Tenant for Tenant’s occupancy.



4. **TERM AND POSSESSION.** The term of this Lease (“**Term**”) shall ~~(a)~~ commence on the date (the “**Commencement Date**”) that Tenant first takes possession of any part of the Premises for the conduct of business; and ~~(b)-end~~ shall terminate (i) on the date which is the last day of the month preceding the twentieth (20th) anniversary date of the Commencement Date unless renewed, or (ii) on the date that the Tenant is voluntarily or involuntarily dissolved, whichever comes first (the “**Expiration Date**”). If the Tenant is not dissolved on the Expiration Date, the Term shall automatically renew for successive five (5) year periods until the date that Tenant is voluntarily or involuntarily dissolved. Tenant shall, within 10 days of written request by Landlord, execute a letter confirming the Commencement Date and the Expiration Date, in form attached as **Exhibit “B”**. Notwithstanding that the Term commences on the Commencement Date, this Lease shall be valid and binding on the parties upon execution and delivery of this Lease by the parties.

5. **RENT AND SALES TAX.**

(a) **Amount of Rent.** “**Rent**” shall mean the following amounts (which does not include sales and other taxes payable by Tenant under Section 5(b)):

<u>PERIOD</u>	<u>MONTHLY RENT</u>
The Term	\$1.00

If the Commencement Date is not the first day of a calendar month, then Rent shall be prorated for such partial month.

(b) **Payments by Tenant.** Tenant shall pay to Landlord Rent, plus applicable taxes thereon, in advance on the Commencement Date and on first day of each calendar month thereafter. Tenant may prepay Rent, in its discretion. Rent plus any operating expenses pursuant to Section 6 below and sales or use taxes payable, shall be paid without notice or demand, and all Rent and other amounts due from Tenant under this Lease shall be paid without setoff or deduction whatsoever. Tenant shall pay to Landlord all Rent and other sums under this Lease at Landlord’s payment address specified in Section 1, or at any other place designated in writing by Landlord. Tenant’s obligations to pay Rent and any other sums to Landlord are covenants independent of Landlord’s obligations under this Lease. Unless Tenant has tax exempt status and its rental of the Premises is not subject to tax and Tenant provides Landlord with all documentation required by Landlord from time to time to verify such tax exemption (including, without limitation an exemption certificate as provided by Rule 12A-1.038 of the Florida Administrative Code), Tenant shall pay to Landlord any sales, use, or other tax, excluding Federal or state income taxes, now or hereafter imposed upon the Rent or any other sums due under this Lease or otherwise payable in connection with this Lease. Such tax payments on monthly payments of Rent shall be paid by Tenant concurrently with such Rent payments, and all other sales tax or other tax payments due in connection with this Lease shall be payable by Tenant upon demand by Landlord. Tenant shall indemnify, defend and hold Landlord harmless from and against any fines, penalties, damages, losses, claims, and expenses arising out of any failure of Tenant to pay any applicable taxes

assessed in connection with this Lease (excluding Federal or State income taxes), which obligation shall survive the expiration or termination of this Lease.

## 6. OPERATING EXPENSES.

(a) **Additional Rent.** All amounts, other than the Rent and applicable taxes thereon, that Tenant is required to pay under this Lease shall constitute additional rent under this Lease. Any provision in this Lease, outside of this Section 6, which requires Tenant to pay Landlord any additional rent, shall mean a direct payment from Tenant to Landlord and not a payment as part of operating expenses or taxes under this Section 6.

(b) **Tenant Specific Operating Expenses.** If Tenant requests any additional services from Landlord beyond those required of Landlord under this Lease, or if Tenant's occupancy and the nature of Tenant's business and/ or operations within the Premises or the relative intensity or quantity of use of services (at any time) or the hours of operation is such that additional costs are incurred by Landlord for insurance, cleaning, electricity or other utilities, sanitation, refuse removal, pest control, disposal services or other operating expenses beyond the costs incurred by Landlord for general office tenants, Tenant agrees to pay to Landlord from time-to-time, as additional rent, the amount of such additional costs within 15 days of receipt of any invoice therefor.

## 7. USE AND PARKING.

(a) **Use.** Tenant shall use and occupy the Premises only for general office purposes, and shall not permit or suffer the use of the Premises for any other purpose. Tenant shall comply with the "**Rules and Regulations**" of the Building which are attached hereto as **Exhibit "C"**.

(b) **Parking.** Tenant shall be entitled to at least two parking spaces at all times, and at least 15 spaces on days when Tenant has reserved the second-floor boardroom for its use in accordance with Subsection 7(d)(iii) below. All of Tenant's parking shall be non-reserved. Tenant may request that a portion of Tenant's parking be in the form of reserved spaces, and, if Landlord determines in its absolute discretion that such reserved parking is available, then Tenant shall pay to Landlord the monthly rate charged by Landlord for such reserved parking as may be changed by Landlord from time to time. Such reserved parking shall only be available for as long as Landlord determines it is available, and upon 30 days' advance notice from Landlord to Tenant, Landlord may relocate or revoke all or part of such reserved parking at any time and from time to time.

(c) **Regulation of Parking.** Landlord shall have the right to designate the location and nature of the parking facilities and of Tenant's parking therein, and to alter such designation and facilities from time to time. Landlord shall also have the right to establish, modify and enforce the methods used to control parking at the Building and rules and regulations relating to parking, including, without limitation, the installation of control devices; restriping of parking spaces; designation of required parking zones; implementation of tandem and/or valet parking; the implementation of offsite parking within walking distance of the Building or accessible by shuttle system; the hiring of parking managers; imposing parking fines and/or towing the automobiles of

violating parties (the amounts and costs of which Tenant agrees to pay or cause its applicable employees to pay upon demand); and requiring use of parking decals, tags, or other devices (but in no event will Landlord issue more parking decals, tags, or devices to Tenant than the parking spaces provided to Tenant under this Lease). If Landlord implements tandem, valet, or offsite parking for the Building, any cars of Tenant's employees and guests which are tandem, valet, or offsite parked shall count as a parking space used by Tenant for purposes of this Lease. Non-reserved parking will be provided without additional, out-of-pocket charge due from Tenant (other than expenses which are part of operating expenses).

(d) **Access; Hours of Operations.** Subject to Sections 12, 13 and 30(h) of this Lease,

(i) Tenant shall, for the Term of this Lease, have access to the Building and Premises 24 hours a day, 7 days a week.

(ii) Tenant shall have the non-exclusive right, in common with Landlord's employees entitled thereto, for Tenant's employees to use the break room located in the Building. Tenant's employees' use of such break room shall be subject to reasonable rules and regulations imposed by Landlord from time-to-time, and Tenant shall have no right to such use in the event that the use of such facilities is terminated with respect to Landlord's employees.

(iii) Upon request by Tenant delivered to Landlord at least 10 days in advance, Landlord shall make the second-floor boardroom of the Building available for use by Tenant. Such 10-day advance notice shall not be required if there is no scheduling conflict and if Tenant requests to use the second-floor boardroom. Tenant shall keep such space in a neat and clean condition. Tenant shall accept such space as-is, and Tenant shall comply with all terms and conditions under the Lease as to such space as if such space was part of the Premises, including, without limitation, the indemnification clauses hereof.

(e) **Quiet Enjoyment.** Landlord covenants and agrees that if Tenant shall perform all the covenants and agreements herein stipulated to be performed on Tenant's part, Tenant shall at all times during the Term hereof have the peaceable and quiet enjoyment and possession of the Premises without any hindrance from Landlord or any person or persons lawfully claiming the Premises through Landlord.

8. **GOVERNMENTAL REGULATIONS.** Tenant shall comply promptly with all laws, codes, ordinances, rules, and regulations of any governmental authority and property owners association, all agreements and covenants of public record, and all recommendations of the Fire Underwriters Rating Bureau, which are applicable to the Premises. Without limitation of the foregoing, Tenant's use of the Premises, and Tenant's operations in the Premises, shall comply with the Americans with Disabilities Act of 1990 and all similar laws ("ADA"). The Premises shall not be used for any illegal purposes, nor in any manner to create any nuisance (including, without limitation, the emission of any noises and/or odors outside of the confines of the Premises) or trespass, or in any manner which would vitiate the insurance or increase the rate of insurance on the Premises or the Building.

9. **SIGNS.** Initial placement of Building standard identification signage shall be provided by Landlord and shall be limited to the tenant directory of the Building and individual tenant entry suite identification signage. Tenant shall place no signs at any location in, on or around the Building, unless previously approved in writing, by the Landlord. The appearance of all such signage shall be building standard and subject to Landlord's approval, and the costs of such signage will be borne by Tenant. Subsequent modifications of this signage shall be at Tenant's expense and subject to Landlord's prior written approval.

10. **SERVICES.**

(a) **General Services.** Landlord shall provide, at Landlord's expense and according to Landlord's customary standards: (i) water from regular Building fixtures; (ii) electricity for the purposes of lighting and general office equipment use in amounts consistent with Building standard electrical capacities; (iii) telephone service and internet service, subject to Tenant's operation of such services at normal usage levels as determined by Landlord's technical personnel; (iv) janitorial services according to Landlord's normal procedures, five days per week, excluding national holidays; and (v) HVAC service. Other Tenant requested services may be provided by Landlord in its discretion at the sole cost and expense of Tenant, paid as additional rent or in advance at Landlord's option, including maintenance or replacement of non-Building-standard items and telephone service or internet service at extraordinary usage levels.

(b) **Electric.** Tenant's use of electrical services shall not interfere with the reasonable use thereof by other users in the Building or exceed, either in voltage, rated capacity, use, or overall load, that which Landlord deems to be standard for the Building and for Tenant's permitted activities, and, if additional usage is approved by Landlord, all costs associated with the additional usage and the installation and maintenance of facilities for the additional usages, including separate submetering, shall be paid by Tenant as additional rent.

(c) **Availability of Services.** Landlord shall not be liable for damages for failure to furnish any service in a timely manner due to any causes described in Sections 13 or 14, or as a result of Unavoidable Delay. Any failure or delay as a result of these reasons shall not be considered an eviction or disturbance of Tenant's quiet enjoyment, use or possession of the Premises. Without limitation of the foregoing, under no circumstances shall Landlord incur liability for damages caused directly or indirectly by any malfunction of a computer system or other systems within the Building resulting from or arising out of the failure or malfunction of any electrical, air-conditioning, or other system serving the Building.

11. **MAINTENANCE AND ALTERATIONS.**

(a) **Landlord's Maintenance.** Landlord shall repair damage to structural portions of the roof, foundation, and load-bearing portions of walls (excluding wall coverings, painting, glass and doors) of the Building; provided, (i) if such damage is caused by an act or omission of Tenant, or Tenant's employees, agents, customers, visitors, invitees, licensees, contractors, assignees, or subtenants (individually, a "**Tenant Party**" and collectively, "**Tenant's Parties**"), then such repairs shall be at Tenant's sole expense and (ii) Landlord shall not be required to make any repair resulting from (A) any alteration or modification to the Building or to mechanical equipment within the Building performed by, for, or because of Tenant or to special

equipment or systems installed by, for, or because of Tenant, (B) the installation, moving, use, or operation of Tenant's property, (C) Tenant's use or occupancy of the Premises in violation of this Lease, (D) fire and other casualty, except as provided by Section 13 of this Lease, or (E) condemnation, except as provided in Section 14 of this Lease. There shall be no abatement of Rent during the performance of such work. Landlord shall not be liable to Tenant for injury or damage that may result from any defect in the construction or condition of the Premises, nor for any damage that may result from interruption of Tenant's use of the Premises during any repairs by Landlord.

(b) **Tenant's Maintenance.** Tenant accepts the Premises and Building (including all improvements, equipment, facilities, and property therein) as being in good repair and condition and in their "as is" condition, and Tenant, at its expense, shall maintain the Premises (and any improvements and equipment, wherever located, exclusively serving the Premises), in good repair and condition (including but not limited to interior windows, glass and plate glass, doors, interior walls and finish work, floors and floor coverings, and supplemental or special heating and air conditioning system), reasonable use, wear and tear excepted. Landlord shall not be required to make any repairs or improvements to the Premises, except as specifically set forth in this Lease. Tenant shall, at its expense, repair or replace any damage or injury done to the Building, or any part thereof, caused by Tenant or its employees, agents, contractors, subcontractors, invitees, or visitors. If Tenant fails to make such repairs or replacements promptly, not to exceed 15 days from the date of the occurrence, Landlord may, at its option, perform such work, at Tenant's expense payable as additional rent.

(c) **Alterations.** Tenant shall not make any alterations or improvements to the Premises without Landlord's prior written consent to the specific work, which shall be in Landlord's absolute discretion and subject Landlord's additional terms and conditions. If Landlord gives Tenant written consent to make any alterations or improvements to the Premises, then Landlord shall have the right to manage the construction thereof and to collect from Tenant a construction management fee of 5% of the costs thereof. In connection with any alterations and improvements made by or on behalf of Tenant, the Tenant shall at Tenant's expense (i) use Landlord's designated architect and mechanical, engineering, and plumbing (MEP) engineer for the Building (to the extent an architect or MEP engineer is required), (ii) acquire all applicable governmental permits, (iii) furnish Landlord with copies of any permits, if required, and the plans and specifications (by hard copy and AutoCad format) at least 15 days prior to commencement of the work, (iv) reimburse Landlord within 30 days of Tenant's receipt of a bill or estimate therefor for all reasonable costs and expenses incurred by Landlord in connection with the review and inspection of alterations improvements and/or additions for which consent may be required, including, but not limited to, architect's and engineer's fees and costs, and (v) comply with all conditions of any permits and with other legal requirements and all applicable provisions of this Lease. Tenant shall, at its expense, promptly upon completion of any alterations furnish Landlord with as-built plans and specifications (by hard copy and AutoCad format) regardless of whether or not consent was required. Tenant agrees that all alterations, improvements, and additions installed by Tenant shall be installed in a good workmanlike and lien-free manner and in a manner that minimizes inconvenience to and disruption of the other occupants of the Building and their businesses, shall be performed by a contractor and subcontractors approved by Landlord that meet Landlord's insurance requirements, and shall be of a quality not less than Building standard, and,

once commenced, shall be prosecuted continuously, in good faith, and with due diligence until completed. In connection with any alterations or improvements made by Tenant to the Premises, Tenant shall comply with and cause any contractors and subcontractors conducting such work to comply with, any construction rules and regulations imposed by Landlord from time to time. Tenant shall not arrange any file cabinets or other heavy objects on the floors in the Premises in any manner that would exceed the floor loads for the Premises.

(d) **No Liens.** The interest of Landlord in and to the Building, the Premises, and/or any part thereof, and the income therefrom shall not be subject to any liens for improvements made, or caused to be made, by Tenant, and Tenant agrees it shall notify any person making any improvements on its behalf of this provision. This exculpation is made with express reference to Section 713.10, Florida Statutes. If any lien is filed against the Premises or any part of the Building for work or materials claimed to have been furnished to Tenant, Tenant shall cause it to be discharged of record or properly transferred to a bond under Section 713.24, Florida Statutes, within 10 days after notice to Tenant. Landlord and Tenant acknowledge and agree that there is no requirement under this Lease that Tenant make any alterations or improvements to the Premises. However, the foregoing shall not relieve Tenant of any maintenance, repair, or restoration obligations set forth in this Lease. Tenant shall in no way be considered as the agent of the Landlord in connection with any maintenance, alterations, or improvements which are made by Tenant.

12. **RIGHT OF ENTRY.** Landlord and persons authorized by Landlord shall have the right upon prior notice to Tenant, to enter and inspect the Premises, and to make repairs and alterations Landlord deems necessary, including, without limitation, repairs or modifications to any adjoining space, except no prior notice is required in cases of emergency or in cases of repair or maintenance of Building systems. Landlord and persons authorized by Landlord shall also have the right to enter the Premises at all reasonable times and upon reasonable prior notice to show them to prospective purchasers, lenders, or anyone having a prospective interest in the Building, and during the last nine months of the Term, to prospective tenants. Landlord may also from time to time enter the Premises to inspect same and ensure Tenant is complying with the terms of this Lease, provided that Landlord shall provide notice to Tenant of such entry either before, concurrently, or shortly after Landlord's entry. Any notice by Landlord under this Section 12 may be by email to Tenant's office manager, notwithstanding the notice provisions of this Lease, with a copy to the chair of Tenant's board of trustees. Landlord shall have the right at all times to alter, renovate, and repair portions of the Building which do not include the Premises, notwithstanding any temporary inconvenience or disturbance to Tenant.

13. **CASUALTY.**

(a) **Termination Rights.** If the Building or any portion thereof is damaged or destroyed by any casualty to the extent that in Landlord's reasonable judgment, repair of such damage or destruction would not be economically feasible or such damage or destruction cannot be repaired within 365 days after the date of such damage or destruction, Landlord shall have the right, at Landlord's option, to terminate this Lease by giving Tenant notice of such termination within 60 days after the date of such damage or destruction. If the Premises or any portion thereof is damaged or destroyed by any casualty, and if, in Landlord's reasonable opinion, the Premises cannot be restored within 365 days after the date of such damage or destruction, then either



Landlord or Tenant shall have the right to terminate this Lease by giving written notice to the other party within 60 days after such damage or destruction. Notwithstanding anything in this Section to the contrary, Landlord shall have no obligation whatsoever to repair, reconstruct, or restore the Building or the Premises if (i) the damage or destruction occurs during the last eighteen (18) months of the Term or any renewal or extension thereof, (ii) Tenant is in default under this Lease or an event has occurred that, with the giving of notice or the passage of time, would become a default, or (iii) Tenant has vacated or abandoned the Premises prior to the casualty. In any of such events, Landlord may terminate this Lease by written notice to Tenant given within sixty (60) days after the damage or destruction.

(b) **Partial Destruction.** In the event of partial destruction or damage to the Building or the Premises which does not result in termination but which renders the Premises partially but not wholly untenable, this Lease shall not terminate and Rent shall be abated in proportion to the area of the Premises which, in Landlord's reasonable opinion, cannot be used or occupied by Tenant as a result of such casualty, until Landlord has substantially completed its restoration work. The abatement will be limited to the proceeds of rental interruption insurance proceeds with respect to the Premises and such damage collected by Landlord. Landlord shall in such event, within a reasonable time after the date of such destruction or damage, subject to Unavoidable Delay or to any delay caused by Tenant, and subject to availability of insurance proceeds, restore the Building and the Premises to the condition set forth in Subsection (c) below. In no event shall Rent abate nor shall Tenant be entitled to terminate this Lease if damage to or destruction of the Premises is the result of negligence or willful act of Tenant, or Tenant's agents, employees, representatives, contractors, successors or assigns, licensees or invitees.

(c) **Restoration.** Landlord shall have no liability to Tenant for inconvenience, loss of business, or annoyance arising from any loss by fire or other casualty or by any repair of any portion of the Premises or the Building. Landlord's obligation to restore shall be limited to restoration of the Premises to a Building standard core and shell condition to the extent insurance proceeds are sufficient; in no event shall Landlord be obligated to restore any improvements which were installed by Tenant. If this Lease is not terminated, Tenant shall, at its expense, promptly restore all leasehold improvements installed in the Premises (including the Tenant Improvements) and its own furniture, trade fixtures and personal property.

(d) **Insurance.** The proceeds payable under all casualty insurance policies maintained by Landlord on the Premises or Building shall belong to and be the property of Landlord, and Tenant shall not have any interest in such proceeds. Tenant agrees to look to Tenant's casualty insurance policies for the restoration and replacement of all of the improvements existing in the Premises as of the Commencement Date (including any Tenant Improvements defined herein) and any modifications and additions thereto, and Tenant's fixtures, equipment and furnishings in the Premises, and in the event of termination of this Lease, for any reason, following any damage or destruction, Tenant shall promptly assign to Landlord or otherwise pay to Landlord, upon Landlord's request, the proceeds of said insurance and such other additional funds so that the total amount assigned and/or paid by Tenant to Landlord shall be sufficient to restore (whether or not any such restoration is actually to occur) all improvements, fixtures, equipment and furnishings (excepting only Tenant's moveable personal property and equipment) existing therein immediately prior to such damage or destruction. Such obligation of Tenant shall survive the expiration or termination of this Lease. Notwithstanding anything to the contrary in this Section or in any other



provision of this Lease, any obligation (under this Lease or otherwise) of Landlord to restore all or any portion of the Premises or Building shall be subject to any other approvals required by applicable laws.

(e) **Apportionment of Rent.** In the event of termination of this Lease pursuant to this Section, then all Rent shall be apportioned and paid to the date on which possession is relinquished or the date of such damage, whichever last occurs, and Tenant shall immediately vacate the Premises according to such notice of termination.

14. **CONDEMNATION.** If any part of the Premises shall be condemned by eminent domain or acquired by private purchase in lieu of condemnation, then Landlord shall have the right, at its option to terminate this Lease effective as of the date upon which possession of the Premises is delivered to the condemning authority and Rent shall be apportioned and paid to that date. If the whole or any substantial part of the Premises shall be condemned by eminent domain or acquired by private purchase in lieu of condemnation, this Lease shall terminate on the date upon which possession of the Premises is delivered to the condemning authority and Rent shall be apportioned and paid to that date. If no portion of the Premises is taken but a substantial portion of the Building or the Building's parking is taken, at Landlord's option, this Lease shall terminate on the date upon which possession is delivered to the condemning authority and Rent shall be apportioned and paid to that date. All compensation in connection with any condemnation or purchase in lieu thereof, including the value of the leasehold estate created hereby, shall belong to Landlord, and Tenant shall have no claim for the value of any unexpired portion of the Term, nor shall Tenant be entitled to any part of the condemnation award or private purchase price and hereby assigns any rights in same to Landlord. Notwithstanding the foregoing, Tenant shall have the right to claim and recover, provided Tenant asserts and pursues its claim against the condemning authority, compensation or damage representing Tenant's moving and relocation expenses and business damages; provided, however, that no such claim shall diminish or otherwise affect Landlord's award. If less than a substantial part of the Premises is condemned, this Lease shall not terminate, but Rent shall abate in proportion to the portion of the Premises condemned. A substantial portion of the Premises for purposes of this Section 14 shall be 25% or more of the rentable square feet of the Premises.

#### 15. **ASSIGNMENT AND SUBLEASE**

(a) **General.** Tenant shall not mortgage or grant a security interest in its interest in this Lease or the Premises. Tenant shall not sublease the Premises or any part thereof, assign this Lease or any part thereof, permit the transfer of ownership/control of the business entity comprising Tenant, merge or consolidate with another entity, or permit any portion of the Premises to be occupied by third parties (each, a "transfer") without Landlord's prior written consent in each instance, which may be withheld or conditioned in Landlord's absolute discretion. Tenant shall reimburse Landlord for all reasonable attorneys' fees and costs incurred by Landlord in connection with any proposed transfer and, in addition, if Landlord consents to any transfer, Tenant shall pay to Landlord, on demand, an administration fee of \$1,000.00 as a condition to Landlord's consent. Tenant and any guarantor shall remain fully liable for all obligations under this Lease following any transfer. Consent by Landlord to a transfer shall not relieve Tenant from the obligation to obtain Landlord's written consent to any further transfer. Any attempted transfer or

mortgaging or grant of security interest by Tenant in violation of the terms and covenants of this Section 15 shall be void *ab initio*.

(b) **Remedy.** Tenant waives all remedies for money damages based on a claim that Landlord improperly withheld consent to a proposed transfer. Tenant's sole remedy for such a claim shall be to institute an action or proceeding seeking specific performance, injunctive relief, or declaratory judgment.

16. **RESERVED.**

17. **INDEMNIFICATION; SOVEREIGN IMMUNITY.** To the maximum extent permitted by law, Tenant hereby agrees to indemnify, hold harmless, protect, and defend Landlord and Landlord's (and its affiliates') officers, directors, managers, members, agents, employees, affiliates, and successors in interest from and against any and all claims, demands, suits, fines, losses, costs, damages, expenses, judgments, liens, and other liabilities (including, but not limited to, injury or loss of life to persons or damage to or loss of property, and reasonable attorneys' and expert witness fees and other costs of defense) arising out of or related to Tenant's use of or the conduct of Tenant's business in the Premises or the Building; Tenant's default or breach of any requirement of this Lease; any work done, permitted or suffered by Tenant in or about the Premises or elsewhere; or any other act, neglect, fault, or omission of Tenant or its trustees, officers, employees, servants, agents, contractors, representatives, customers, visitors, guests, or invitees occurring during any time Tenant or such other party has been provided access to the Premises or Building for any purpose; provided, however, that the forgoing shall not apply to the extent of any claims or damages arising from gross negligence or willful misconduct on the part of Landlord. In the event any action or proceeding be brought against Landlord or Landlord's (or its affiliates') officers, directors, managers, members, agents, employees, affiliates, and successors in interest by reason of any such claim or action of the type herein specified, Tenant upon notice from Landlord shall defend such claim, action or proceeding at Tenant's cost and expense by counsel approved by Landlord, such approval not to be unreasonably withheld. This indemnity shall not require payment or expense by Landlord as a condition precedent to performance by or recovery from Tenant. In no event shall limits of any insurance be considered a limitation on Tenant's obligations under this Section 17. The provisions of this Section shall survive the expiration or earlier termination of this Lease. The provisions in this Lease do not alter, expand, or waive the Tenant's sovereign immunity set forth in Section 768.28 of the Florida Statutes. Tenant's obligations under this Lease are subject to and limited by Tenant's sovereign immunity protections.

18. **RELOCATION.** Landlord may move Tenant from the Premises to a reasonably equivalent space comparable in size and layout within the Building at any time upon not less than 60 days' notice to Tenant. In connection with any such relocation, Landlord shall pay for Tenant's cabling expenses, physical move expenses, unused printing materials, and the cost of constructing new space similar to existing space. Such a relocation shall not terminate or otherwise modify this Lease except that from and after the date of the relocation, the "Premises" shall refer to the relocation space into which Tenant has been moved, rather than the original Premises as defined in this Lease. If Tenant has not vacated the prior space and relocated to the substituted space within five days after Landlord notifies Tenant that the substituted space is ready for occupancy by Tenant, Tenant shall be in default under this Lease and, in addition to (and not in lieu of) all other rights and remedies provided in this Lease or at law or in equity for a default by Tenant,

(a) Landlord shall have the right to immediately terminate this Lease by giving notice of such termination to Tenant (the “**Termination Notice**”), and/or (b) Landlord may recover from Tenant any and all costs and expenses incurred by Landlord in making any alterations and repairs to the substituted space and in preparing to relocate Tenant to such space, and/or (c) Landlord may recover from Tenant any and all costs, expenses, and damages (including consequential damages) suffered or incurred by Landlord as a result of or in connection with Tenant’s refusal or failure to relocate. Such termination shall be effective upon any date selected by Landlord in the Termination Notice which is at least 10 days after the Termination Notice is given by Landlord. Tenant hereby further covenants and agrees to promptly (not later than 10 days after request by Landlord) execute and deliver to Landlord any lease amendment or other such document appropriate to reflect the changes in the Lease described or contemplated above.

19. **DEFAULT.**

(a) **Default of Tenant.**

(i) **Events of Default.** Each of the following shall be an event of default under this Lease: (A) Tenant fails to make any payment of Rent or additional rent by the due date; (B) Tenant fails to perform any other obligation under this Lease or the Rules and Regulations; (C) Tenant becomes bankrupt or insolvent or makes a general assignment for the benefit of creditors or takes the benefit of any insolvency act (including filing any petition or similar pleading), or if any debtor proceedings be taken by or against Tenant; (D) Tenant transfers this Lease in violation of the Assignment and Sublease Section; (E) Tenant ceases to be an independent special district and political subdivision of the State of Florida; or (F) Tenant vacates the Premises. Landlord shall provide written notice to Tenant of the occurrence of any of the events of default set forth above, and Tenant shall have 30 days after such notice is given by Landlord to cure such default (if such default is capable of being cured); provided, that such opportunity to cure shall not be available to Tenant more than five (5) times during any calendar year.

(ii) **Remedies.** If Tenant defaults and such default remains uncured (or such default is incapable of being cured), then, in addition to all other legally available remedies, Landlord may pursue any one or more of the following remedies:

(A) Landlord may terminate this Lease by notice to Tenant, in which event this Lease shall expire and terminate on the date specified in such notice of termination, with the same force and effect as though the date so specified were the date herein originally fixed as the ~~expiration date~~Expiration Date of the Term of this Lease, and all rights of Tenant under this Lease and in and to the Premises shall expire and terminate, and Tenant shall remain liable for all obligations under this Lease arising up to the date of such termination, and Tenant shall surrender the Premises to Landlord on the date specified in such notice; and/or

(B) Landlord may terminate Tenant’s right to occupy the Premises (and any other rights to use any part of the Building) and take possession of the Premises, with or without terminating or canceling this Lease; and/or

(C) Landlord may enter the Premises and remove all property from the Premises to a warehouse or elsewhere at the cost of, and for the account of Tenant, all without being deemed guilty of trespass or becoming liable for any loss, damage or damages which may be occasioned thereby; and/or

(D) Landlord may terminate this Lease as provided in Subsection 19(a)(ii)(A) hereof and recover from Tenant all damages Landlord may incur by reason of Tenant's default. In all events Landlord's minimum damages shall be the unamortized amount (as of the date of Tenant's default) of (i) any brokerage commissions paid by or due from Landlord in connection with this Lease, (ii) any tenant improvement allowances provided by Landlord, and any hard and soft costs of construction of any tenant improvements incurred by Landlord above any allowance amounts, (iii) Landlord's legal fees incurred in connection with this Lease, and (iv) any free rent or abated rent provided to Tenant under this Lease. Amortization shall be calculated over the entire Term at a rate of eight percent (8%) per annum, compounded monthly; and/or

(E) Landlord may, from time to time, without terminating this Lease and without releasing Tenant in whole or in part from Tenant's obligation to pay Rent, additional rent and all other amounts due under this Lease and to perform all of the covenants, conditions and agreements to be performed by Tenant provided in this Lease, make such alterations and repairs as Landlord deems necessary to relet the Premises, and, after making such alterations and repairs, Landlord may, but shall not be obligated to relet or attempt to relet the Premises or any part thereof for such term (which may be for a term extending beyond the Term of this Lease) at such rental and upon such other terms and conditions as Landlord in its sole discretion may deem advisable or acceptable; upon each reletting, all rentals received by Landlord from such reletting shall be applied first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including brokerage fees and attorneys' fees, and of costs of such alterations and repairs; third, to the payment of the Rent, additional rent, and other charges due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied against payments of future Rent, additional rent, or other charges as the same may become due and payable hereunder. In no event shall Tenant be entitled to any excess rental received by Landlord over and above charges that Tenant is obligated to pay hereunder; and if such rentals received from such reletting during any month are less than those to be paid during the month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord, which deficiency shall be calculated and paid monthly. Tenant shall also pay Landlord as soon as ascertained and upon demand all costs and expenses incurred by Landlord in connection with such reletting and in making any alterations and repairs which are not covered by the rentals received from such reletting; notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

(iii) **Additional Rent Amounts.** If Landlord accelerates rent under clause (E) above, the parties agree that, solely for purposes of computing the portion of accelerated rent for amounts due from Tenant under Section 6 above, the amount of operating expenses and taxes for the balance of the Term shall be deemed to be the monthly operating expenses and taxes for the month before Landlord's election to accelerate (and if the actual amounts of an expense or tax are not known at such time, such as taxes for the current year not being known as of the date of Landlord's election, then based upon the most recent information available, such as the taxes

for the prior year) and the parties agree that an assumption shall be made that such operating expenses and taxes increase by 5% on each January 1st thereafter.

(iv) **Abandonment.** It shall be conclusively presumed that Tenant has abandoned the Premises if Tenant fails to keep the Premises open for business during regular business hours for 30 consecutive days while in monetary default, if Landlord has provided the notice of default required by Subsection 19(a)(i). Any grace periods set forth in this Section shall not apply to the application of this presumption.

(v) **Costs.** In the event of any actions relating to enforcing Landlord's rights under this Lease, Landlord shall be entitled to recover its costs and reasonable attorneys' fees, both at trial and on appeal.

(vi) **Other Agreements.** In the event of a default hereunder beyond applicable periods of notice and cure, (A) Landlord may declare Tenant in default under any or all other agreements between Landlord and Tenant or any affiliate of Tenant, whether in effect now or following the date of this Lease; and (B) all above Building standard options granted to Tenant in this Lease and any amendments hereto (and any exercise by Tenant of such options), including, without limitation, any signage rights, above Building standard parking rights, rights to assign this Lease or sublease the Premises, or any expansion, extension, or termination options, shall automatically terminate and become null and void and of no further force or effect.

(vii) **Interest.** All Rent or other sums under this Lease that are not received within five days of the date due shall bear interest at the rate of the lesser of 18% per annum or the highest amount permitted by law, from the date due until paid.

(b) **Default of Landlord.**

(i) **Event of Default.** Landlord shall be in default of this Lease if Landlord fails to comply with any of the covenants, agreements, terms or conditions contained in this Lease provided such default continues for a period of thirty (30) days after written notice thereof from Tenant is received by Landlord; provided further that Landlord's time to cure such default shall be extended for such additional time as shall be reasonably required for the purpose if Landlord shall proceed with due diligence during such thirty (30) day period to cure such default and is unable by reason of the nature of the work involved to cure the same within the said thirty (30) days.

(ii) **Remedies.** If Landlord is in default as provided above, Tenant shall continue this Lease without termination and may elect to recover from Landlord all such damages, costs and expenses, including reasonable attorneys' fees and court costs incurred as a result of such default. Tenant's right to recover damages from Landlord hereunder are limited to the same extent as Landlord's right to recover damages from Tenant are limited by Tenant's sovereign immunity set forth in Section 768.28 of the Florida Statutes.

20. **INSURANCE.**

(a) **Insurance Rating.** Tenant will not conduct or permit to be conducted any activity, or place any equipment or property in or around the Premises, that will increase in any

way the rate of fire insurance or other insurance on the Building, unless consented to by Landlord in writing. Landlord's consent may be conditioned upon Tenant's payment of any costs arising directly or indirectly from such increase. If any increase in the rate of fire insurance or other insurance on the Building is stated by any insurance company or by the applicable Insurance Rating Bureau to be due to Tenant's activity, equipment or property in or around the Premises, said statement shall be conclusive evidence that the increase in such rate is due to such activity, equipment or property, and Tenant shall be liable for such increase. Any such rate increase and related costs incurred by Landlord shall be deemed additional rent, due and payable by Tenant to Landlord upon receipt by Tenant of a written statement of the rate increase and costs.

(b) **Coverages.** Tenant shall have issued, pay the premiums therefor, and maintain in full force and effect from the Effective Date through the end of the Term or such later date as Tenant may hold over in possession of the Premises, the following:

(i) A commercial general liability insurance policy or policies protecting the Landlord and Tenant in the amount of no less than (x) \$1,000,000.00 combined, single limit coverage for bodily injury or property damage and \$2,000,000.00 umbrella coverage, which amount may be increased from time to time by the Landlord in its reasonable determination, and (y) \$1,000,000.00 Damage to Premises Rented to You coverage. The general aggregate limits under the commercial general liability insurance policy or policies shall apply separately to the Premises and to Tenant's use thereof (and not to any other location or use of Tenant) and such policy shall contain an endorsement to that effect.

(ii) Special form property insurance, including theft, vandalism and malicious mischief, written at replacement cost value and with replacement cost endorsement, covering (A) all leasehold and tenant improvements (including the Tenant Improvements) in and to the Premises, (B) all floor and wall coverings, and (C) Tenant's office furniture, business and personal trade fixtures, equipment, furniture system, and other personal property from time to time situated in the Premises. The proceeds of the insurance will be used for the repair and replacement of the property so insured, except that if not so applied or if this Lease is terminated according to Section 13, the proceeds applicable to the leasehold improvements (including the Tenant Improvements) will be paid to Landlord and the proceeds applicable to Tenant's personal property will be paid to Tenant.

(iii) If and to the extent required by law, workers' compensation and employer's liability or similar insurance in form and amounts required by law.

(iv) Such commercially reasonable additional insurance as Landlord may reasonably require.

(c) **Policy Requirements.** All insurance required of Tenant under this Lease shall be written on an occurrence basis and issued by insurance companies authorized to do business in the jurisdiction where the Building is located. Such companies shall have a policyholder rating of at least "A" and be assigned a financial size category of at least "Class XIV" as rated in most recent edition of "Best's Key Rating Guide" for insurance companies. The insurance required of Tenant under Section 20(b)(i) hereof shall insure performance by Tenant of the indemnity provisions of Section 17 hereof and shall contain an assumed contractual liability



endorsement that refers expressly to this Lease. All insurance required of Tenant under this Lease shall: (i) be written as primary policy coverage and non-contributing with respect to any coverage which Landlord may carry (it being understood and agreed that any insurance that Landlord may carry shall be excess insurance); (ii) name Landlord and Landlord's property manager as additional insureds, as their respective interests may appear (except with respect to workers' compensation insurance); and (iii) contain an endorsement for cross liability and severability of interests. Each policy shall contain an endorsement requiring 30 days' written notice from the insurance company to Landlord before cancellation or any change in the coverage, scope or amount of any policy. Each policy, or a certificate showing it is in effect, together with evidence of payment of premiums, shall be deposited with Landlord by the Effective Date, and renewal certificates or copies of renewal policies shall be delivered to Landlord at least 30 days prior to the expiration date of any policy.

(d) **No Limitation of Liability.** Neither the issuance of any insurance policy required under this Lease nor the minimum limits specified herein shall be deemed to limit or restrict in any way Tenant's liability arising under or out of this Lease.

(e) **Notice of Fire and Accident.** Tenant shall promptly give Landlord notice in case of fire, theft, or accidents in the Premises, and in case of fire, theft or accidents in the Building if involving Tenant, its agents, employees or invitees.

(f) **Waiver of Subrogation.** Landlord and Tenant each hereby waive on behalf of itself and its insurers (none of which shall ever be assigned any such claim or be entitled thereto due to subrogation or otherwise) any and all rights of recovery, claim, action, or cause of action against the other, its agents, officers, or employees, for any loss or damage that may occur to the Premises, or any improvements thereto or the Building of which the Premises are a part, or any improvements thereto, or any personal property of such party therein, by reason of fire, the elements, or any other causes, which the releasing party is insured against, or regardless of whether such insurance is actually maintained against which the releasing party is required to be insured pursuant to the provisions of this Lease, and regardless of the cause or origin of the damage involved, including negligence of the other party hereto, its agents, officers, or employees. Tenant shall have included in all policies of insurance carried by Tenant pursuant to this Lease a waiver by the insurer of all rights of subrogation against Landlord.

21. **SURRENDER OF PREMISES.** Tenant shall surrender the Premises to Landlord at the expiration or sooner termination of the Term in good order and condition, broom-clean, except for reasonable wear and tear. All alterations and improvements (including the Tenant Improvements), including HVAC equipment, wall coverings, carpeting and other floor coverings, ceiling tiles, window treatments, lighting fixtures, built-in or attached shelving, built-in furniture, millwork, countertops, cabinetry, all doors (both exterior and interior), bathroom fixtures, sinks, kitchen area improvements, and wall mirrors, made by Landlord or Tenant or their contractors to the Premises, and any wiring or cables in the Building serving the Premises, shall become Landlord's property upon the expiration or sooner termination of the Term with no compensation to Tenant and shall remain in the Premises and Building upon the expiration or termination of this Lease; provided, however, that Landlord, at its option, may require Tenant to remove all or any part of such alterations or improvements. Any removal required by Landlord shall be done by Tenant, at its expense, in a good and workmanlike manner with Tenant repairing any damage



caused by the removal, within 20 days of written request by Landlord delivered to Tenant either during or after the Term. If Tenant fails to perform such removal in accordance with the foregoing terms, Landlord may perform such work and in such event Tenant shall reimburse Landlord for the costs thereof within 30 days of Tenant's receipt of a written demand from Landlord, and if Tenant fails to pay such costs when due the amount due shall bear interest at the amount set forth in Section 19(a)(vii) above. On the expiration or sooner termination of the Term, Tenant, at its expense, shall remove from the Premises all moveable machinery and equipment, including moveable communications equipment and moveable office equipment, that are installed in the Premises by Tenant without expense to Landlord, and all moveable furniture, furnishings, and other articles of moveable personal property owned by Tenant and located in the Premises. Any items of Tenant's property that shall remain in the Premises after the expiration or sooner termination of the Term, may, at the option of Landlord, be deemed to have been abandoned and conveyed to Landlord, and in that case, those items may be retained by Landlord as its property to be disposed of by Landlord, without accountability to Tenant or any other party, in the manner Landlord shall determine, at Tenant's expense. The provisions of this Section shall survive the expiration or termination of this Lease.

22. **RESERVED.**

23. **LANDLORD'S AND TENANT'S INTERESTS.** No person or entity holding Landlord's or Tenant's interest under this Lease shall have any liability after such person ceases to hold such interest, except for any liability accruing while such person or entity held such interest. No shareholder, member, director, officer, manager, employee, agent, or partner (general or limited) of Landlord or Tenant shall have any personal liability under this Lease. If Landlord defaults in the performance of any of its obligations under this Lease, Tenant shall look solely to Landlord's interest in the Building and not to the other assets of Landlord for satisfaction of Tenant's remedies. Landlord and Tenant each waive all rights to consequential damages or punitive or special damages of any kind (except as specifically provided for in this Lease).

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

25. **BROKERS.** Each of Tenant and Landlord represents and warrants to the other that it neither consulted nor negotiated with any broker or finder regarding the Premises. Each of Tenant and Landlord shall indemnify, defend, and save the other harmless from and against any claims for commissions from any real estate broker engaged by such party related to this Lease.

26. **ENVIRONMENTAL.** Tenant hereby covenants and agrees that Tenant shall not cause or permit any "Hazardous Substances" (as hereinafter defined) to be generated, placed, held, stored, used, located or disposed of in the Building or any part thereof, or on any part of the Building, except for Hazardous Substances as are commonly and legally used or stored as a consequence of using the Premises for general office and administrative purposes, but only so long

as the quantities thereof do not pose a threat to public health or to the environment, and so long as Tenant strictly complies or causes compliance with all applicable governmental rules and regulations concerning the use or production of such Hazardous Substances. For purposes hereof, “**Hazardous Substances**” includes any hazardous wastes and toxic substances, including, without limitation, those regulated under the Resource Conservation and Recovery Act of 1976, as amended in 1984; (42 U.S.C. Sec. 6901 et seq.); the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended in 1986; (42 U.S.C. Sec. 9601 et seq.); the Federal Toxic Substances Control Act; (15 U.S.C. Sec. 2601 et seq.); the Clean Air Act; (42 U.S.C. Sec. 7401 et seq.); the Pollutant Spill Prevention and Control Act; (F.S. Chapter 376 et seq.); and any other state, federal or local statutes or ordinances pertaining to environmental contamination, together with all rules, regulations, orders and the like, applicable to the same. The obligations of Tenant under this Section shall survive any expiration or termination of this Lease.

27. **TELECOM.** Tenant expressly understands and agrees that, so long as Landlord offers telecommunications services to the Premises which services are available to Tenant at Tenant’s expense, Landlord expressly reserves the right to grant or deny access (to the Building or any portion thereof, including without limitation, the Premises) to any telecommunications service provider whatsoever, and that no tenant shall have the right to demand or require Landlord to grant such access to any telecommunications service provider. Tenant acknowledges and agrees that, in the event any such telecommunications service provider desires access to the Building to serve any or all tenants thereof, such access shall be prescribed and governed by the terms and provisions of Landlord’s standard telecommunications license agreement, which must be executed and delivered to Landlord by such telecommunications service provider before it is allowed any access to the Building. Notwithstanding the foregoing, it is agreed (a) Tenant may use a local service provider currently active in the Building for so long as such provider is active in the Building, and (b) Tenant may, subject to Landlord’s written approval, which shall not be unreasonably withheld or delayed, use its own cabling vendor within the Premises.

28. **RESERVED.**

29. **JURY WAIVER; COUNTERCLAIMS. LANDLORD AND TENANT KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM INVOLVING ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE. TENANT FURTHER WAIVES THE RIGHT TO INTERPOSE ANY PERMISSIVE COUNTERCLAIM OF ANY NATURE IN ANY ACTION TO OBTAIN POSSESSION OF THE PREMISES, BUT TENANT SHALL BE ENTITLED TO BRING COMPULSORY COUNTERCLAIMS IN ANY SUCH ACTIONS.**

30. **MISCELLANEOUS.**

(a) **Successors and Assigns.** This Lease shall bind and inure to the benefit of the heirs, personal representatives, administrators, and, except as otherwise provided, the successors or assigns of the parties to this Lease. Nothing contained in this Lease shall in any manner restrict Landlord’s right to assign or encumber this Lease in its sole discretion. If Landlord assigns this Lease, Landlord shall be released from its obligations.

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

(c) **Severability.** If any provision or provisions, or if any portion of any provision or provisions, in this Lease is or are ultimately determined by a court of law to be in violation of any local, state or federal law, or public policy, and if such court shall declare such portion, provision or provisions of this Lease to be illegal, invalid, unlawful, void, or unenforceable as written, then it is the intent both of Landlord and Tenant that such portion, provision or provisions shall be given force to the fullest possible extent that they are legal, valid and enforceable, that the remainder of this Lease shall be construed as if such illegal, invalid, unlawful, void or unenforceable portion, provision or provisions were not contained herein, and that the rights, obligations and interests of Landlord and Tenant under the remainder of this Lease shall continue in full force and effect, unless the amounts due from Tenant to Landlord is thereby decreased, in which event Landlord may terminate this Lease.

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

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

(f) **Common Areas.** The term “**Common Areas**” means all areas of the Building and exterior portions of the surrounding property designated by Landlord for the common use and benefit of occupants of the Building, including Tenant. Landlord may add to, reduce, improve, or otherwise modify the Common Areas at any time but shall not materially impair Tenant’s access to the Premises or the parking facilities.

(g) **No Memorandum of Lease.** Except as specifically designated in this Lease, neither this Lease nor any memorandum of this Lease may be recorded or filed for record in any public records without the separate express written consent, in recordable form, of Landlord.

(h) **Unavoidable Delay.** For purposes of this Lease, the term “**Unavoidable Delay**” shall mean any delays due to strikes, government regulations or controls (including, without limitation, any failure by any applicable governmental agency to issue any necessary building permit within 10 days following receipt of a complete application therefor), inability to obtain any material, utility, or service because of governmental restrictions, hurricanes, floods, or other natural disasters, epidemics, pandemics, acts of God, interruption of utility services by a utility provider, or any other cause beyond the direct control of the party delayed. Notwithstanding anything to the contrary contained in this Lease, if Landlord shall be delayed in the performance of any act required under this Lease by reason of any Unavoidable Delay, then the period for the performance of the act shall be extended for a time period reasonably related to the actual delays resulting from the occurrence. The provisions of this Subsection shall not operate to extend the Term. Delays or failures to perform resulting from lack of funds or the increased cost of obtaining labor and materials shall not be deemed delays beyond the direct control of a party.

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

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

(k) **Time of the Essence.** Time is of the essence as to all obligations of Tenant under this Lease.

(l) **Delivery and Counterparts.** The parties intend that faxed or scanned and emailed signatures constitute original signatures and that a faxed or scanned and emailed Lease containing the signatures (original or copies) of Landlord and Tenant is binding on the parties. This Lease may be executed in multiple counterparts, each counterpart of which shall be deemed an original and any of which may be introduced into evidence or used for any purpose without the production of the other counterpart or counterparts.

(m) **Incorporation of Attachments.** All Exhibits, Riders and Addenda contained in or attached to this Lease shall be deemed to be a part of and are incorporated in this Lease by reference.

(n) **Interpretation of Language.** The parties acknowledge that the parties and their counsel have reviewed and revised this Lease and agree that the normal rule of construction

to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease.

(o) **Governing Law.** This Lease shall be governed by the laws of the State of Florida.

(p) **Tenant's Personal Property.** All personal property brought into the Premises or the Building by Tenant, or Tenant's employees, agents, or business visitors, shall be at the risk of Tenant only and Landlord shall not be liable for theft thereof or any damage thereto occasioned by any act of co-tenants, occupants, invitees, or other users of the Building or any other person. Landlord shall not at any time be liable for damage to any property in or upon the Premises, which results from gas, smoke, water, rain, ice, or snow which issues or leaks from or forms upon any part of the Building or from the pipes or plumbing work of the same, or from any other place whatsoever.

(q) **Joint and Several Liability.** If Tenant comprises more than one person, corporation, partnership, or other entity, the liability hereunder of all such persons, corporations, partnerships, or other entities shall be joint and several.

(r) **Venue.** Any action brought under or with respect to this Lease must be brought in a court having jurisdiction located in Orange County, Florida.

(s) **Survival.** Any of Tenant's obligations under this Lease which accrue during this Lease shall survive the expiration or termination of this Lease, notwithstanding anything to the contrary contained in this Lease (including, without limitation, Tenant's liability for payment of additional rent for operating expenses and taxes, and any liability of Tenant under any indemnities and environmental covenants set forth herein), and any liability for any actions or omissions of Tenant or its employees, agents, or contractors which occurs during the Term or any time period Tenant is in possession of any part of the Premises shall also survive termination of this Lease.

*[This Space Intentionally Left Blank]*

**IN WITNESS WHEREOF**, the parties have executed this Lease as of the Effective Date.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_

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

\_\_\_\_\_

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

**LANDLORD:**

**HWO HOLDINGS, LLC,**  
a Florida limited liability company

By: HWO, INC.  
a Florida not-for-profit corporation,  
as its manager

By: \_\_\_\_\_  
Jaclyn A. Whiddon  
Board Chair

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

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_

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

\_\_\_\_\_

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

**TENANT:**

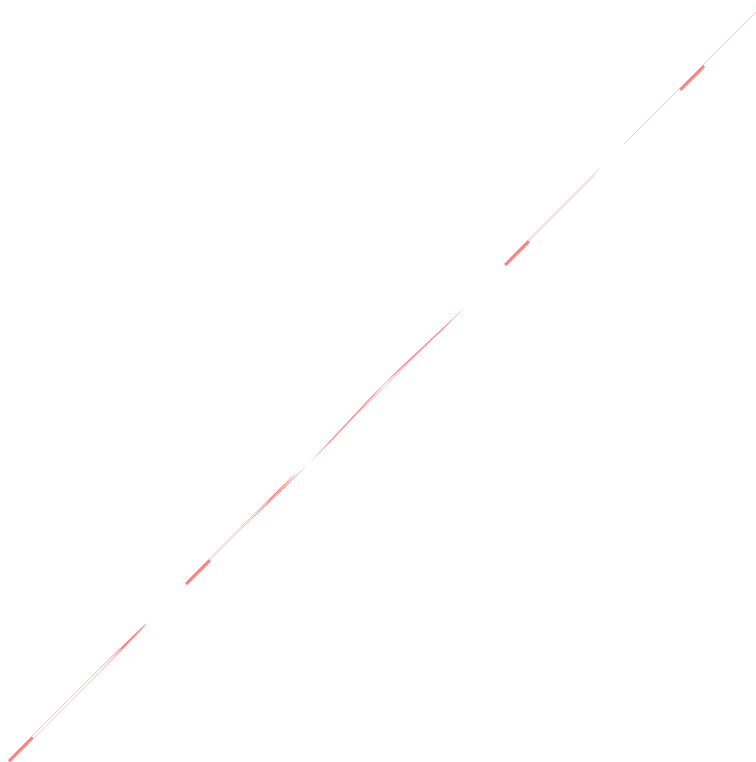
**WEST ORANGE HEALTHCARE DISTRICT,**  
an independent special district and political  
subdivision of the state of Florida

By: \_\_\_\_\_  
Rodney G. Talbot  
Board Chair

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

**LIST OF EXHIBITS**

- |             |                          |
|-------------|--------------------------|
| Exhibit "A" | Sketch of Premises       |
| Exhibit "B" | Commencement Date Letter |
| Exhibit "C" | Rules and Regulations    |







**EXHIBIT "B"**

**COMMENCEMENT DATE LETTER**

This Letter is a supplement to that certain Lease for space in the Healthy West Orange Building, located at 1200 E. Plant Street, Winter Garden, Florida 34787, executed on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between **HWO HOLDINGS, LLC**, a Florida limited liability company, as Landlord, and **WEST ORANGE HEALTHCARE DISTRICT**, an independent special district and political subdivision of the state of Florida as Tenant.

Landlord and Tenant hereby agree that:

1. The Premises consists of \_\_\_\_\_ rentable square feet.
2. The Building and the Premises are tenantable; and Tenant acknowledges that both the Building and the Premises are satisfactory in all respects.
3. The Commencement Date of the Lease is hereby agreed to be the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

Agreed and executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**HWO HOLDINGS, LLC,**

By: HWO, INC., its manager

By: \_\_\_\_\_  
Jaclyn A. Whiddon  
Board Chair

**WEST ORANGE HEALTHCARE DISTRICT,**

By: \_\_\_\_\_  
Rodney G. Talbot  
Board Chair

## EXHIBIT "C"

### RULES AND REGULATIONS

1. Sidewalks and public portions of the Building, such as entrances, passages, courts, elevators, vestibules, stairways, corridors or halls, shall not be obstructed or encumbered by Tenant or used for any purpose other than ingress and egress to and from the Premises.
2. No curtains, blinds, shades, louvered openings or screens shall be attached to or hung in, or used in connection with, any window or door of the Premises, without the prior written consent of Landlord which may be granted or withheld in Landlord's reasonable discretion. The sashes, sash doors, skylights, windows, heating, ventilating and air conditioning vents and doors that reflect or admit light and air into the halls, passageways or other public places in the Building shall not be covered or obstructed by Tenant, nor shall any bottles, parcels or other articles be placed on the window sills.
3. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by Tenant on any part of the outside of the Premises or Building or on corridor walls. Signs on entrance door or doors shall conform to Building standard signs. Signs on Premises doors shall, at Tenant's expense, be inscribed, painted or affixed by sign makers approved by Landlord which may be granted or withheld in Landlord's reasonable discretion. Landlord may, if Tenant violates this provision, remove same without any liability, and any expense incurred in such removal shall be payable by Tenant.
4. Water closets and other plumbing fixtures shall be used in a proper and safe manner. No sweepings, rubbish, rags or other substances shall be thrown therein. All damages resulting from any misuse of the fixtures by, through or under Tenant shall be borne by Tenant.
5. Tenant shall not deface the Premises or Building. Tenant shall lay carpet or other floor covering so that the same shall come in direct contact with the floor of the Premises, and an interlining of builders' deadening felt shall be first affixed to the floor by a paste or other material, soluble in water. The use of cement or other similar adhesive material for such purpose is prohibited.
6. No vehicles or animals (except service dogs) shall be brought into or kept in or about the Premises. No cooking shall be done or permitted by Tenant on the Premises except in conformity with law and for heating beverages and light snacks. Tenant shall not cause or permit any unusual or objectionable odors to be produced upon or permeate from the Premises.
7. No portion of the Premises or Building shall be used for manufacturing or distribution, or for the sale of merchandise, goods or property.
8. Tenant shall not make, or permit to be made, any disturbing noises or disturb or interfere with occupants of the Building or neighboring buildings or premises or those having business with them.

9. Neither Tenant, nor any of Tenant's agents, employees, contractors, licensees or invitees, shall operate fans (except for small, personal desktop fans) or electrical heaters (except when building heat is inoperable) or bring or keep upon the Premises inflammable, combustible or explosive fluid, or chemical substance, other than reasonable amounts of cleaning fluids or solvents required in the normal operation of Tenant's business offices. No offensive gases or liquids will be permitted.
10. Landlord shall provide to Tenant four (4) keys (which may be electronic access cards or devices) to the Premises and the Building. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by Tenant, nor shall any changes be made in existing locks or the mechanism thereof, without the prior written approval of Landlord and unless and until a duplicate key is delivered to Landlord. Tenant shall, upon termination of its tenancy, restore to Landlord all keys of stores, offices and toilet rooms, either furnished to, or otherwise procured by, Tenant. Tenant shall pay to Landlord the cost of any replacement keys. Tenants shall not, under any circumstances, have any duplicate keys made.
11. All moves in or out of the Premises, or the carrying in or out of any safes, freight, furniture or bulky matter of any description, must take place during the hours which Landlord reasonably determines for such activity from time to time. Tenant will ensure that movers take necessary measures required by Landlord to protect the Building (e.g., windows, carpets, walls, doors and elevator cabs) from damage. Landlord reserves the right to inspect all freight to be brought into the Building and to exclude from the Building all freight which violates these Rules or the Lease.
12. Tenant shall not place any furniture, accessories or other materials on any balconies located within or adjacent to the Premises without having obtained Landlord's express written approval thereof in each instance.
13. Landlord shall have the right to prohibit advertising by Tenant which in Landlord's opinion tends to impair the reputation of the Building or its desirability as a building for offices. Upon written notice from Landlord, Tenant shall refrain from or discontinue such advertising.
14. Landlord reserves the right to exclude from the Building at all times any person who is not known or does not properly identify himself to the Building manager. Landlord may at its option require all persons admitted to or leaving the Building to register. Tenant shall be responsible and liable to Landlord for all acts and omissions of any of Tenant's employees, contractors, vendors, visitors and any other persons entering the Building on Tenant's behalf. All of Tenant's contractors and vendors shall comply with Landlord's insurance requirements prior to any entry into the Building, including, without limitation, having a current certificate of insurance on file with the Building manager for such insurance as may be reasonably required by Landlord from time to time.
15. The Premises shall not be used for lodging or sleeping.

16. Landlord shall respond to Tenant service requests only after application at the management office for the Building and to the Landlord.
17. Canvassing, soliciting and peddling in the Building are prohibited, and Tenant shall cooperate to prevent the same.
18. There shall not be used in any space, or in the public halls of the Building, either by Tenant or by its jobbers or others, in the delivery or receipt of merchandise, any hand trucks, except those equipped with rubber tires and side guards.
19. All paneling or other wood products not considered furniture shall be of fire retardant materials. Before installation of such materials, certification of the materials' fire retardant characteristics shall be submitted to Landlord, in a manner satisfactory to Landlord.
20. Tenant shall not employ any persons other than the janitors retained by Landlord (who will be provided with pass-keys into the offices) for the purpose of cleaning the Premises.
21. No painting shall be done, nor shall any alterations be made, by Tenant to any part of the Building outside of the Premises. No structural or permanent alterations shall be made to any part of the Premises, including by putting up or changing any partitions, doors or windows, nor shall any connection be made to the electric wires or electric fixtures, without the consent in writing, on each occasion, of Landlord. No sunscreen or other films shall be applied to the interior surface of any window glass. All glass, locks and trimmings in or upon the doors and windows of the Building shall be kept whole, and when any part thereof shall be broken, the same shall be immediately replaced or repaired and put in order at Tenant's expense under the direction and to the satisfaction of Landlord, and shall be left whole and in good repair.
22. Landlord will post on the Building directories one name only for Tenant at no charge. All additional names which Tenant shall desire put upon said directories must be first consented to by Landlord, and if so approved, a charge to Tenant will be made for each additional listing as prescribed by Landlord to be paid to Landlord by Tenant.
23. Landlord reserves all vending rights, and in no event shall any vending machines be visible from the exterior of the Premises. Request for such service will be made to Landlord.
24. Smoking shall not be permitted in the Building or on any part of the surrounding property. Tenant agrees to comply in all respects with Landlord's prohibition of smoking and to enforce compliance against its employees, agents, invitees and other persons under the control and supervision of Tenant on the Premises, in the Building, or on any part of the surrounding property. Any violation of this provision shall entitle Landlord to assess a monetary fine against Tenant for each violation of this Rule in the amount of \$100.00 for the first violation, \$250.00 for the second violation, and \$500.00 for each subsequent violation. In addition to the monetary fines, Tenant shall be responsible for all costs associated with cleaning and restoration deemed necessary by Landlord, in its sole and absolute discretion, that may arise from a violation of this Rule, which shall be paid by Tenant as additional rent in accordance with Section 7 of the Lease. Violation of this Rule shall not, by itself, be a default under the Lease; however, Tenant's failure to pay additional

rent as a result thereof shall be a default under Section 19(a). For purposes hereof, “smoking” means inhaling, exhaling, burning or carrying any lighted cigar, cigarette, pipe or other smoking or vaping equipment or device in any manner or form, as well as using smokeless tobacco products.

25. Tenant may install a wireless data or communications system or systems (or similar system) (“Wi-Fi Network”) for intranet, internet, or other communications purposes within the Premises. Such Wi-Fi Network shall not interfere with the use or operation of any other space within the Building, including the operations of any tenant, licensee, concessionaire or other occupant of the Building. Landlord shall have the right to reasonably determine if Tenant’s Wi-Fi Network is causing interference. Should any interference occur, Tenant shall take all necessary steps as soon as commercially practicable and no later than three calendar days following such occurrence to correct the interference. If such interference continues after such three-calendar-day period, Tenant shall immediately cease operating the Wi-Fi Network until such interference is corrected or remedied to Landlord’s reasonable satisfaction. Tenant shall limit Wi-Fi Network use solely to Tenant’s employees, agents, officers and invitees within the Premises. Tenant shall indemnify, hold harmless, and defend Landlord (except for matters directly resulting from Landlord’s gross negligence or willful misconduct) against all claims, losses or liabilities arising as a result of Tenant’s use and/or construction of any Wi-Fi Network. Tenant acknowledges that Landlord has granted and/or may grant leases, licenses and/or other rights to operate a WI-FI Network to other tenants and occupants of the Building and to telecommunication service providers, and Landlord will use commercially reasonable efforts to ensure that Tenant is able to operate its Wi-Fi Network without unreasonable interference from such other persons.
26. Parking related rules and regulations:
- a. Parking facilities for the Building shall be used by vehicles that may occupy a standard parking area only and all vehicles must be parked entirely within the stall line painted on the ground.
  - b. The use of such parking facilities shall be limited to normal business parking and shall not be used for overnight parking.
  - c. All directional signs and arrows and signs designating wheelchair accessible parking spaces must be observed.
  - d. The speed limit shall be five miles per hour.
  - e. Parking is prohibited (i) in areas not striped for parking, (ii) in aisles, (iii) where “no parking” signs are posted, (iv) on ramps where indicated, (v) in cross-hatched areas, (vi) in spaces reserved for exclusive use by designated parties, or (vii) in such other areas as may be designated by Landlord or Landlord’s agent(s).
  - f. Parking stickers or any other device or form of identification supplied by Landlord shall remain the property of Landlord, shall not be transferable and shall be returned to Landlord at the termination or expiration of the Lease. There will be a

replacement charge payable by Tenant equal to the amount posted from time to time by Landlord for loss of any parking card or parking sticker.

- g. Parking attendants are not authorized to make or allow any exceptions to these Rules and Regulations.
  - h. Every parker is required to park and lock his or her own car. All responsibility for loss or damage or injury to cars and contents, property or persons is assumed by the parker.
  - i. Tenant is required to give Landlord, upon request, and to update from time to time upon request by Landlord, a list of employees parking in the parking facilities, which shall include year, make and model of car and license number.
27. Tenant shall ensure that none of its employees shall bring or keep a firearm or any other weapon in the Building or any part of the surrounding property, except to the extent such prohibition is prohibited by applicable law (such as Florida Statute 790.251).
28. Prior to any of any of Tenant's vendor(s) entry into the Building, Tenant shall coordinate the services to be performed by such vendor with Landlord or its property manager and provide Landlord or its property manager with evidence that such vendor carries the appropriate amount and type of insurance as Landlord may require.

Landlord reserves the right to modify or delete any of the foregoing Rules and Regulations and to make such other and reasonable Rules and Regulations as in its reasonable judgment may from time to time be needed for the safety, care and cleanliness of the Premises and the Building, and for the preservation of good order therein; provided, however, the Rules and Regulations, as amended, shall be applied on a non-discriminatory basis to all of the tenants of the Building, in a reasonable manner and in a manner which shall not unreasonably interfere with Tenant's rights under this Lease. Landlord shall not be responsible to any tenant for the non-observance, or violation, of any of these rules and regulations by other tenants. In the event of a conflict between the Rules and Regulations and the terms of the Lease, the terms of the Lease shall govern.

ACTIVE-12156023.8



<b>Summary report:</b>	
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<b>Intelligent Table Comparison:</b> Active	
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