

**BRIO BUSINESS CENTER**

AGREEMENT

Between

**BRIO, LLC**  
("Landlord")

and

**SEMINOLE COUNTY**  
("Tenant")

**Lease Summary**

- A. Date of Execution of Lease: \_\_\_\_\_, 2017.
- B. Landlord: BRIO, LLC
- C. Address of Landlord: PO Box 848  
Winter Park, Florida 32790-0848
- D. Tenant: SEMINOLE COUNTY
- E.
- F. Address of Tenant: 1271 W. Airport Boulevard, Sanford, Florida, 32773
- The four (4) office/warehouse/showroom buildings located at 1105 thru 1295 West Airport Boulevard, Sanford, Florida and known as Brio Business Center. The buildings contain approximately 75,075 square feet of rentable space. For the purposes of this Lease, all references to the "Building" means the building located at 1271 West Airport Boulevard in the Brio Business Center.
- G. Leased Premises: That portion of Building #4 outlined on Exhibit A. The Leased Premises contains approximately 2100 square feet of rentable space.
- H. Permitted Use: Storage of emergency management supplies and other equipment and materials.
- I. Lease Term: Five (5) years commencing on the Commencement Date and terminating on the Termination Date.
- J. Commencement Date: January 1, 2018
- K. Termination Date: December 31, 2022
- L. Rent: See Section I of the Lease.
- M. Security Deposit: \$0.00
- N. Tenant's Proportionate Share of Operating Expenses: 0.00%
- O. Initial Estimated Operating Expense Payment: N/A
- P. Initial Month Sales Tax \$0.00 (Seminole County is exempt from State sales tax).

The following exhibits are attached to and made a part the Lease:

- |   |  |
|---|--|
| Exhibit A - <b>Description of Leased Premises</b>             | Exhibit D - <b>Agency Disclosure Statement</b> |
| Exhibit A-1 - <b>Description of Temporary Leased Premises</b> | Exhibit E - <b>Special Terms</b>               |
| Exhibit B - <b>Rules and Regulations</b>                      | Exhibit F - <b>Radon Notice</b>                |
| Exhibit C - <b>Landlord's Work</b>                            |  |

THE PROVISIONS OF THIS LEASE SUMMARY ARE INCORPORATED BY THIS REFERENCE TO THE LEASE.

## LEASE AGREEMENT

**BRIO, LLC**, a Florida limited liability company ("Landlord") hereby leases the Leased Premises to Seminole County, a Charter County and political subdivision of the State of Florida ("Tenant") for the duration of the Lease Term. The leasing of the Leased Premises to Tenant will be upon the terms and conditions set forth in this Lease.

### §1. Rent

(a) Commencing January 1, 2018, Tenant shall pay rent to Landlord for the Temporary Leased Premises described in Exhibit A-1, at a monthly rate of ONE THOUSAND THREE HUNDRED AND NO/100 DOLLARS (\$1,300.00) to allow for the interior improvements and fixture installation for the Leased Premises.

(b) Upon completion of the interior improvements and fixture installation described in §1(a) above (estimated to be May 1, 2018) and ending on December 31, 2018, Tenant shall pay rent to Landlord for the Leased Premises described in Exhibit A below at a monthly rate of ONE THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$1,400.00) for the first year of the Lease term, based on \$8.00 per square foot, payable on or before the tenth (10th) day of each calendar month.

(c) On January 1, 2019 and on each January 1st of each subsequent year of the Lease term, the rent will be increased annually by three percent (3%) or adjusted based upon the CPI Index, whichever is less. The CPI adjustment will be made on the basis of changes in the index number set forth in the Consumer Price Index – Urban Wage Earners and Clerical Workers – All items, U.S. City Average (1982-84 = 100) published by the Bureau of Labor Statistics, United States Department of Labor. This adjustment to the annual rent is calculated by multiplying the rent payable in the immediately preceding lease year by the sum of: (i) one hundred percent (100%), plus (ii) the percentage increase in the CPI during the prior year; provided, however, that in no event may such upwardly adjusted annual rent exceed one hundred three percent (103%) of the annual rent for the immediately preceding year and provided that in no event will the new annual rent for any subsequent year be less than the annual rent of the immediately preceding year. It is Tenant's responsibility to calculate these adjustments timely and provide written notice of the adjusted rent to Landlord.

(d) Rent payments must be made payable to BRIO, LLC and mailed to P.O. Box 848, Winter Park, FL 32790-0848.

§2. Manner and Timing of Rent Payments. Tenant shall pay the first monthly installment of Rent coincident with its execution of this Lease. Thereafter, monthly installments of Rent will be due and payable in advance on or before the tenth day of each calendar month during the Lease Term. Each such installment will be paid to Landlord at its address set forth in the Lease Summary (or such other address as Landlord may designate from time to time). If the Lease Term commences on a day other than the first day of the month or terminates on a day other than the last day of the month, then the installments of Rent for such month(s) will be adjusted accordingly. Tenant shall pay all installments of Rent without prior notice or demand and without any rights of reduction, counterclaim or offset, except as specifically provided in this Lease.

§3. Utilities. Landlord shall provide water and sewer service to the Leased Premises. The cost of providing such water and sewer service to the Leased Premises and to other space

within the Buildings will be considered as part of the Rent under §1 above. To the extent Tenant's usage of water or sewer service is excessive when compared to the normal, anticipated usage of other tenants in the Buildings, Tenant agrees to pay a utility surcharge to Landlord in an amount which fairly reflects its excessive usage of such water or sewer service. Tenant shall pay all costs associated with the provision of all other utility services to the Lease Premises, including, without limitation, telephone, gas and electricity. However, Landlord shall provide electricity for the Temporary Leased Premises at Landlord's expense. To the extent possible, all utility services (except water and sewer services) will be separately metered to the Leased Premises and placed in Tenant's name.

§4. **Maintenance and Repair.** Landlord shall maintain the roof and exterior structural walls of the Building and all common areas serving the Buildings in good repair and condition, except that Tenant and not Landlord will be required to maintain the roof and structural walls if the need arises due to the fault or negligence of Tenant or its agents, employees, licensees or invitees. The cost of maintaining (but not replacing) the roof and exterior structural walls of the Buildings will be considered as part of the Rent under §1 above.

Tenant, at its sole expense, shall maintain the Leased Premises (including, without limitation, all windows, glass, HVAC, plumbing, electrical, fire extinguishers, ceilings, flooring, doors and other mechanical systems and components located within and serving the Leased Premises) in good repair and condition, and keep Leased Premises free from all refuse and trash accumulation. Tenant shall contract for its own janitorial and trash removal services and shall promptly pay all costs associated with such services.

§5. **Use of Premises.** Tenant shall use the Leased Premises solely for the Permitted Use. **Tenant shall not cause or permit any waste or damage to the Leased Premises or the Building and shall not occupy or use the Leased Premises in a manner that is unlawful, hazardous, unsanitary, noxious, or offensive or that unreasonably interferes with the business operations of other tenants in the Buildings.** If the nature of Tenant's use or occupancy of the Leased Premises causes any increase in Landlord's insurance premiums over and above those chargeable for the least hazardous type of occupancy legally permitted in the Leased Premises, then Tenant shall pay the resulting increase within ten days after its receipt of a statement from Landlord setting forth the amount of this increase. Tenant shall comply with the Rules and Regulations for the Buildings, which are set forth in Exhibit B (and any modifications to these rules that are not inconsistent with the provisions of this Lease).

§6. **Governmental Requirements.** Tenant, at its sole expense, shall obtain all permits and comply with all laws and other governmental requirements that are now or subsequently in force pertaining to the Leased Premises and Tenant's occupancy and use of the Leased Premises.

§7. **Signs.** Tenant shall not place any sign or other advertising material on the exterior or interior of the Leased Premises or the Buildings, without the prior written consent of Landlord.

§8. **Leasehold Improvements.** Landlord shall construct those improvements to the Leased Premises, if any, that are described in Exhibit C. Landlord shall use its best efforts to substantially complete such improvements by the fourth month following the Commencement Date of the Lease Term, subject to the occurrence of unforeseen events beyond its control (including, without limitation, delays caused by Tenant).

§9. **Alterations.** Tenant shall not make any alterations, additions, or improvements to the Leased Premises at any time prior to or during the Lease Term without the prior written consent

of Landlord. If Landlord consents to any proposed alteration, addition, or improvement, they must be made by Tenant at Tenant's sole expense. If required by Landlord, Tenant shall remove any such alterations, additions, or improvements upon the expiration of the Lease Term. Tenant shall repair any damage to the Leased Premises caused by such removal.

§10. **Assignment and Subletting.** Tenant shall not assign this Lease or sublet all or any part of the Leased Premises without the prior written consent of Landlord. Unless otherwise agreed to by Landlord, Landlord's consent to any such assignment or sublease will not relieve Tenant from its obligations under this Lease.

§11. **Subordination.** Tenant's rights and interest under this Lease will be subordinate to all mortgages and other encumbrances now or subsequently affecting any portion of the Buildings or the Land. In the event of the foreclosure of any mortgage or other encumbrance, Tenant, upon request of any person succeeding to the interest of Landlord, shall attorn to and automatically become the tenant of such successor in interest without change in the terms or conditions of this Lease. This paragraph will be self-operative and no further instrument will be required to effect the subordination provided for in this Section. Tenant shall execute and deliver to Landlord a certificate confirming such subordination and attornment and setting forth the current status and facts related to this Lease and Tenant's occupancy of the Leased Premises, within ten days after Tenant's receipt of Landlord's request for such a certificate.

§12. **Time of the Essence.** It is mutually understood and agreed that time of the payment of rental under this Lease, and of the observance and performance of the covenants on the part of the Landlord and Tenant contained in this Lease, are of the essence of this Lease.

§13. **Limitation of Liability of Landlord's Partners and Members.** Tenant acknowledges and agrees that Landlord is a limited liability company and any liability against this company under this Lease does not extend to the individual partners or members of this company.

§14. **Indemnification and Insurance.** Landlord will not be liable for any liability or expense associated with any damage or injury to any person or property (including any person or property or Tenant or anyone claiming under Tenant) that arises directly or indirectly out of or in connection with the Leased Premises or Tenant's use or occupancy. Tenant shall indemnify and hold Landlord harmless against and from any and all losses, liabilities, claims, damages, and expenses (including without limitation reasonable attorneys' fees and costs) (in this section collectively "Losses") arising from Tenant's use of the Leased Premises, from Tenant's conduct of its business or from any activity, work, Tenant's maintenance of or improvements to the Leased Premises, any other things done or permitted by Tenant in the Leased Premises, any act or negligence of Tenant or its officers, agents, or employees, and from all costs, attorney's fees, losses, and liabilities incurred in the defense of any such claim or any action or proceeding brought on such claim, excluding any Losses arising solely from the gross negligence or intentional misconduct of Landlord. Notwithstanding the foregoing, any liability under this §14 as to Tenant may not exceed the limits set forth in Section 768.28, Florida Statutes (2017), as this statute may be amended from time to time. Tenant shall give prompt notice to Landlord in case of casualty or accidents in the Leased Premises. This clause will survive lease termination.

All property stored or placed by Tenant in or about the Leased Premises will be so stored or placed at the sole risk of Tenant. Tenant at its sole expense shall maintain in full force and effect at all times during the Lease Term: (a) commercial general liability insurance coverage for bodily injury and property damage with liability limits of not less than \$1,000,000 for injury to one person, \$2,000,000 for injury from one occurrence and \$1,000,000 for property damage; and (b)

excess or umbrella coverage on all property stored or placed by Tenant in or about the Leased Premises in an amount equal to the full replacement value thereof. Each insurance policy required to be maintained by Tenant must specifically provide that such insurance policy cannot be terminated without giving at least 30 days prior written notice to Landlord. Prior to taking possession of the Leased Premises, Tenant shall deliver a Certificate of Insurance on a current ACCORD form to Landlord evidencing the existence and amounts of such insurance. Until such time as the insurance is no longer required to be maintained by Tenant, Tenant shall provide Landlord with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

§15. **Hazardous Substances.** Tenant shall not use, store or dispose of any Hazardous Substance (as that term is defined or used in the Comprehensive Environmental Response, Compensation and Liability Act or any other federal, state or local environmental law or requirement) on or about the Leased Premises, except for immaterial amounts that are exempt from or do not give rise to any violation or applicable law.

§16. **Surrender of Premises.** Upon the termination of Tenant's right of possession under this Lease, Tenant shall immediately surrender possession of the Leased Premises to Landlord in good repair and "broom clean" condition, reasonable wear and tear excepted. Tenant shall at the same time remove all of its trade fixtures from the Leased Premises, as well as any alterations, additions or improvements designated by Landlord (other than those improvements constructed by Landlord pursuant to §8 and Exhibit C). Tenant shall promptly repair any damage caused to the Leased Premises by the removal of any of such property.

§17. **Examination and Exhibiting Premises.** Landlord or its duly authorized agent have the right to enter the Leased Premises at all reasonable times to examine their condition and to make repairs to the Leased Premises or the Building. Within six (6) months prior to the date of the expiration of the lease, Landlord or its authorized agent will have the right to enter the Leased Premises at all reasonable times for the purpose of exhibiting them to prospective tenants. Landlord may affix to any suitable part of said the Leased Premises a notice of advertisement for letting or selling these premises, all without any hindrance or molestation.

§18. **Casualty.** If the Leased Premises are damaged by fire or other casualty, then Landlord shall promptly give written notice to Tenant whether the Leased Premises can reasonably be repaired within 180 days after the date of the occurrence of such fire or other casualty. If Landlord notifies Tenant that it does not believe that the Leased Premises can reasonably be repaired within such 180-day period, then both Landlord and Tenant will have the option of terminating this Lease by giving written notice of termination to the other at any time within 30 days after the date of Tenant's receipt of the such notice from Landlord. If Landlord determines that the Leased Premises can reasonably be repaired within such 180-day period or if neither party elects to terminate this Lease despite the fact that Landlord has determined that the Leased Premises cannot be reasonably repaired within such 180-day period, then provided Landlord's lender makes insurance proceeds available, Landlord shall proceed to repair the Leased Premises at its sole expense, except that Landlord will in no event be required to repair any improvements previously made to the Leased Premises by or at the request of Tenant. If the Leased Premises are rendered untenable in whole or in part as a result of a fire or other casualty, then all rent accruing after the occurrence of any such fire or other casualty and prior to the completion of the repair of the Leased Premises will be equitably and proportionately abated to reflect the untenable portion of the Leased Premises, as determined by the local building official. Landlord will not be liable to Tenant for any inconvenience or interruption to Tenant's business occasioned by such fire or other casualty or the concomitant repair of the Leased Premises.

§19. **Condemnation.** If all or any substantial portion of the Leased Premises or the Buildings is taken by or under threat of condemnation so as to render the Leased Premises wholly untenable, then this Lease will automatically terminate as of the date of the vesting of title to such property in the condemning authority. If such taking does not render the Leased Premises wholly untenable, then this Lease will not terminate but will continue in full force and effect in accordance with its terms, except that the Rent will be adjusted to fairly reflect the portion of the Leased Premises or the Buildings which was so taken. Landlord will not be liable to Tenant for any inconvenience or interruption to Tenant's business occasioned by any such taking. Landlord will be entitled to receive the entire award made by the condemning authority for any such taking. Landlord will promptly notify Tenant of the institution of any condemnation proceeding affecting the Leased Premises.

§20. **Holding Over.** Tenant shall not hold over in its occupancy of the Leased Premises after the expiration of the Lease Term without the prior written consent of Landlord. If Tenant holds over without the prior written consent of Landlord, then Tenant shall pay 150% of the Rent then in effect for each month during the entire holdover term. Any holding over with the consent of Landlord will constitute this Lease as a lease from month-to-month.

§21. **Default.** If Tenant fails to pay any installment of Rent or any other sum payable by it under this Lease within ten days of the date when due, or Tenant defaults in the performance of any of its other obligations under this Lease and such default continues for 30 days after written notice of such default is given to Tenant, then, in addition to any other legal rights and remedies available to Landlord at law or in equity, Landlord may: (a) terminate this Lease and declare all Rent payable over the remainder of the Lease Term to be immediately due and payable; or (b) reenter and attempt to relet the Leased Premises without terminating this Lease, in which event Tenant will remain obligated to pay to Landlord any deficiency between all sums payable by Tenant pursuant to this Lease and any sums collected by Landlord from any reletting of the Leased Premises (net of any sums paid by Landlord in connection with such reletting, including, without limitation, leasing commissions, attorneys' fees and costs of improvements to the Leased Premises). In the event of a default by Tenant, Landlord may institute legal proceedings against Tenant, which may include any combination of the following: (a) the proceeding may be to collect payment of any sums owed by Tenant under this Lease; (b) the proceeding may be to compel performance of any obligation required to be performed by Tenant under this Lease including, where appropriate, actions for specific performance, injunctive relief or both; (c) the proceeding may be to terminate this Lease and exercise any and all other remedies as may be available at law or in equity, which remedies are non-exclusive in nature. If Landlord prevails in enforcing its rights under this Lease, Landlord will be entitled to recover from Tenant any reasonable costs and expenses incurred by Landlord including, without limitation, court costs and reasonable attorneys' fees, in enforcing any of its rights and remedies under this Lease. Forbearance by Landlord to enforce any remedy under this Lease may not be deemed a waiver of any other violation, default or remedy.

Any one or more of the following constitutes an "Event of Default" on the part of Landlord: Landlord fails to pay any sum or perform any obligation required under this Lease, which failure is not cured within fifteen (15) business days of receipt of written notice of such default by Tenant. However, if any such obligation is of such a nature that it could not reasonably be performed within fifteen (15) business days, such fifteen (15) day period will be extended a reasonable period if Landlord institutes performance promptly upon receipt of this notice and thereafter diligently and continuously pursues performance. Upon occurrence of an Event of Default on the part of Landlord under this Lease, Tenant may institute legal proceedings against Landlord, which may include any

combination of the following: (a) the proceeding may be to collect payment of any sums owed by Landlord under this Lease; (b) the proceeding may be to compel performance of any obligation required to be performed by Landlord under this Lease including, where appropriate, actions for specific performance, injunctive relief or both; (c) the proceeding may be to terminate this Lease and exercise any and all other remedies as may be available at law or in equity, which remedies are non-exclusive in nature. If Tenant prevails in enforcing its rights under this Lease, Tenant will be entitled to recover from Landlord any reasonable costs and expenses incurred by Tenant including, without limitation, court costs and reasonable attorneys' fees, in enforcing any of its rights and remedies under this Lease. Forbearance by Tenant to enforce any remedy under this Lease may not be deemed a waiver of any other violation, default or remedy.

§22. **Prevailing Party's Fees.** If any legal action is commenced by either Landlord or Tenant to enforce its rights under this Lease, then all reasonable attorneys' fees and other expenses incurred by the prevailing party in such action will be promptly paid by the non-prevailing party.

§23. **Successors and Assigns.** This Lease is binding upon and inures to the benefit of the successors and assigns of Landlord and the successors and permitted assigns of Tenant.

§24. **No Waiver.** No waiver of any covenant or condition of this Lease by either party will be deemed to constitute a future waiver of the same or any other covenant or condition of this Lease. In order to be effective, any such waiver must be in writing and must be delivered to the other party to this Lease.

§25. **Brokerage Commissions.** Each of Landlord and Tenant hereby represents and warrants that it has not dealt or consulted with any real estate broker or agent in connection with this Lease other than those real estate brokers and agents specifically identified in the Agency Disclosure Statement attached to this Lease as Exhibit D.

§26. **Relocation.** Landlord will have the right to relocate Tenant to other space in the Buildings, so long as the size, configuration, improvements and amenities of the new space are substantially similar to those of the Leased Premises. Landlord will pay all direct reasonable expenses of relocating Tenant's space. Landlord shall effect such relocation in a manner intended to minimize any interference with Tenant's business operations. If such a relocation occurs, this Lease will continue in full force and effect without any change in the terms and conditions thereof, except that the new space will subsequently be substituted as the Leased Premises for the purposes of this Lease.

§27. **Reasonableness of Consent.** Landlord shall not unreasonably withhold or delay any consent or approval which is required to be given by it pursuant to the terms of this Lease.

§28. **Amendment.** This Lease may not be amended except by a written instrument signed by both Landlord and Tenant.

§29. **Governing Law.** This Lease is governed by and will be construed in accordance with the laws of the State of Florida.

§30. **Notices.** All notices required or permitting under this Lease must be in writing and must be delivered to Landlord and Tenant at their addresses set forth in the Lease Summary (or such other address as may subsequently be designated by such party). Any such notice must be personally delivered or sent by either registered or certified mail or overnight courier.



§31. **Special Terms.** Exhibit E sets forth those special provisions, if any, which supplement the provisions of this Lease.

**(Signature and Acknowledgements Appear on Next Page)**

SIGNATURES AND ACKNOWLEDGEMENTS

Landlord and Tenant have executed this Lease as of the date specified in the Lease Summary.

Signed and acknowledged in  
Presence of:

Carol Camul  
Witness

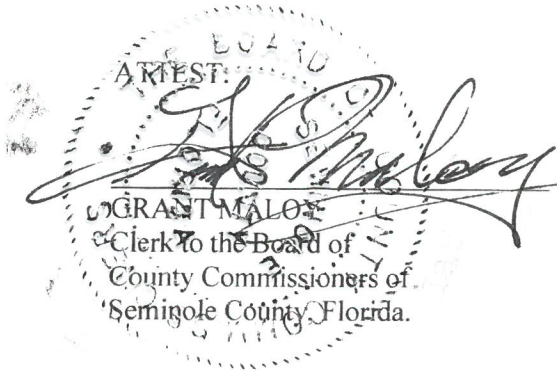
[Signature]  
Witness

LANDLORD:  
**BRIO, LLC**

By [Signature]  
Signature

George J. Viele, Manager  
Print Name/Title

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA



By: John Horan  
JOHN HORAN, Chairman

Date: 12/12/2017

For the use and reliance of  
Seminole County only.

As authorized for execution by the Board of  
County Commissioners at its DEC.12,  
2017, regular meeting.

Approved as to form and  
legal sufficiency.

David G. Shields  
County Attorney

EXHIBIT A  
Description of Leased Premises

Seminole County  
1271 West Airport Boulevard  
Sanford, Florida 32773

This plan is diagrammatic only and is provided solely for the purpose of indicating the shape and location of the Premises. With the exception of work described in EXHIBIT C, tenant accepts Premises in "as is" condition, subject to the terms and conditions of this Lease Agreement. Taking possession will constitute Tenant's acceptance of Premises as required under this Lease. All other improvements to Premises are at Tenant's expense.

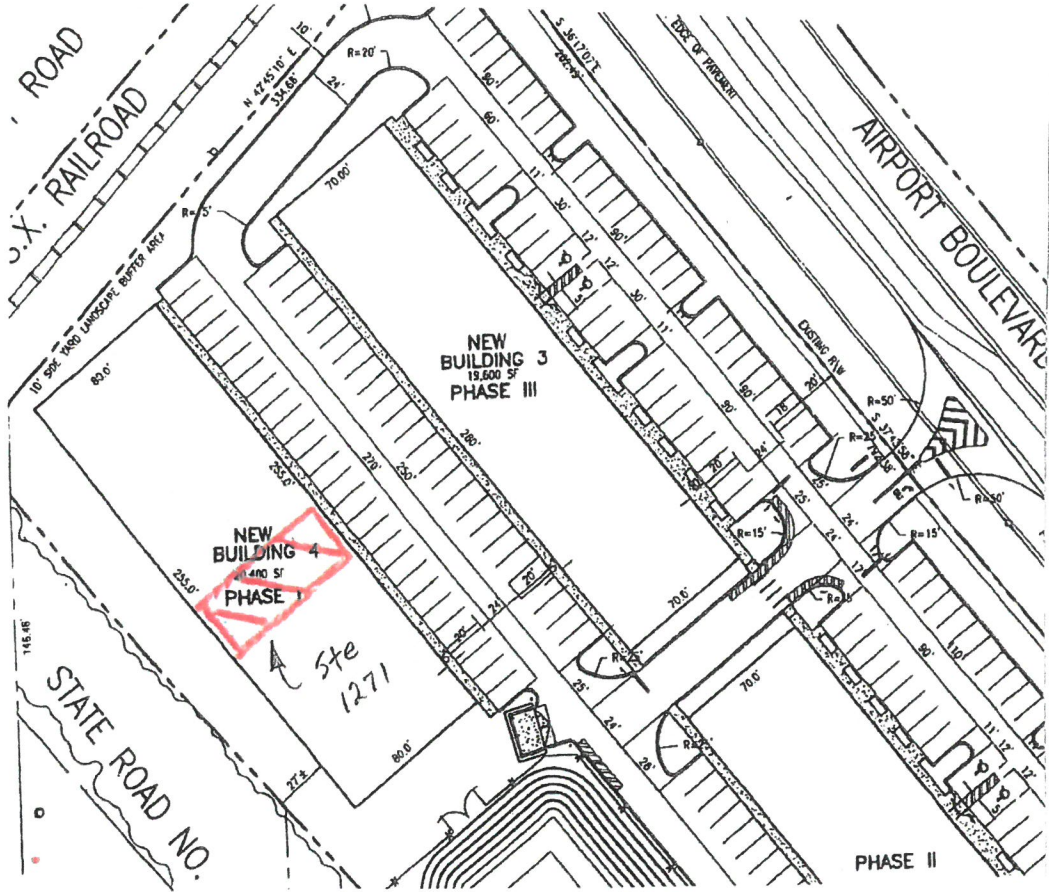


EXHIBIT A-1  
**Description of Temporary Leased Premises**

Seminole County  
1181 West Airport Boulevard (containing 4065 sf)  
Sanford, Florida 32773

This plan is diagrammatic only and is provided solely for the purpose of indicating the shape and location of the Premises. With the exception of work described in EXHIBIT C tenant accepts Premises in "as is" condition, subject to the terms and conditions of this Lease Agreement. Taking possession shall constitute Tenant's acceptance of Premises as required hereunder. All other improvements to Premises are at Tenant's expense.

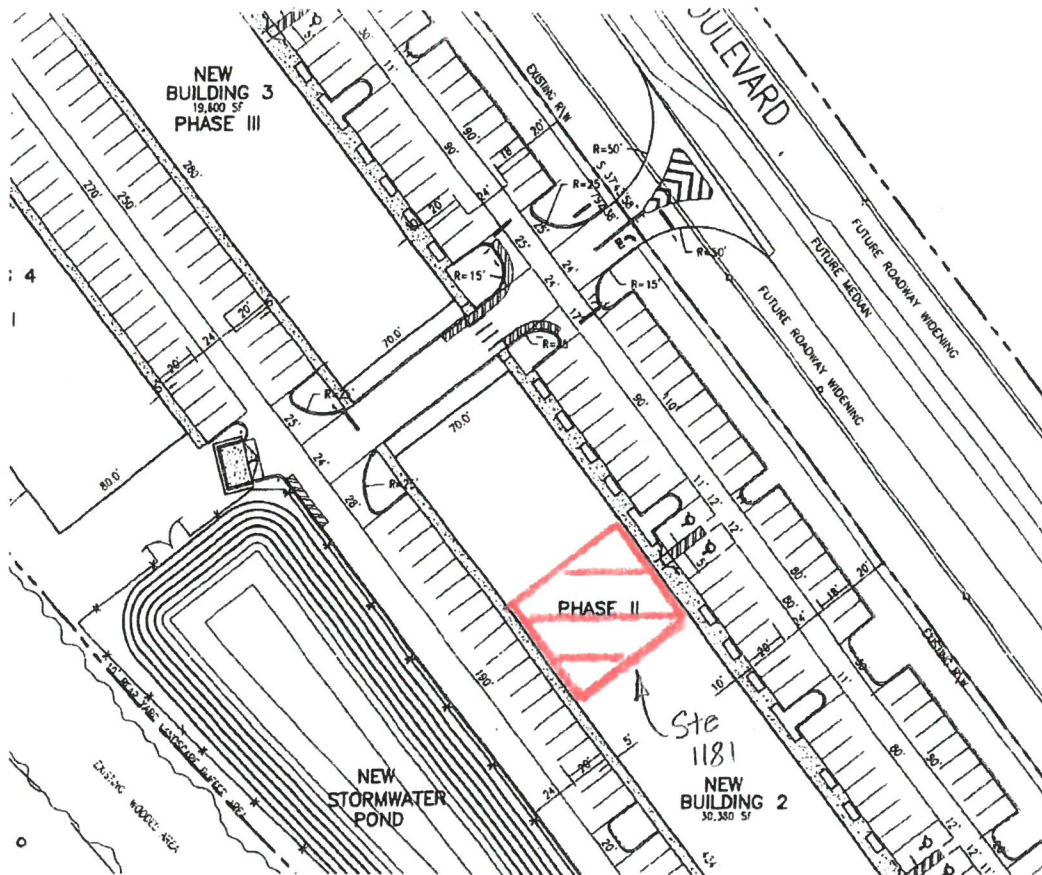


EXHIBIT B  
**Rules and Regulations**

Seminole County  
1271 West Airport Boulevard  
Sanford, Florida 32773

1. Tenant shall not obstruct or impede the use of the Common Areas by others nor use the Common Areas for other than their intended purposes.
2. Tenant shall lock the Leased Premises and shall shut off water faucets, lights and electrical equipment and appliances located in the Leased Premises before leaving the Leased Premises each day. Tenant shall take corrective actions or promptly notify Landlord if any plumbing is leaking and/or running continuously.
3. All deliveries and shipments will be made only at Tenant's loading dock(s) or other areas designated by Landlord.
4. Tenant shall place garbage and refuse only in trash dumpsters provided by Landlord. Such dumpsters must be kept outside the Leased Premises in such areas as are from time to time designated by Landlord.
5. No aerials or antennae may be placed by Tenant on or about the Leased Premises, the Building(s) or property associated with same.
6. Tenant shall not engage in any activity nor utilize any machinery or apparatus that causes a nuisance outside the Leased Premises.
7. Tenant shall not use the plumbing facilities serving the Leased Premises for the disposal of refuse or any other improper use. Tenant shall repair any damage to such plumbing facilities caused by any such misuse, at Tenant's sole cost and expense.
8. No animals or birds are allowed in or about the Leased Premises.
9. Tenant shall not store any personal property outside the Leased Premises.
10. Tenant, at the request of Landlord, shall retain a state licensed pest and rodent extermination service that will periodically treat the Leased Premises in a manner and at such times as are approved by Landlord.
11. Tenant shall not burn or incinerate trash, refuse, or any other items in or outside the Leased Premises.
12. Landlord shall provide Tenant with two (2) sets of keys to the Leased Premises. Tenant may obtain additional keys to the Leased Premises at Tenant's cost. Tenant shall provide only its authorized agents and employees with copies of such keys. Upon termination of the Lease, Tenant shall return all keys to Landlord.
13. Tenant shall not alter nor add locks or bolts on doors providing ingress and egress to the Leased Premises without approval of Landlord and providing Landlord with a key.

14. Tenant shall not allow anyone to reside or sleep in the Leased Premises.
15. Landlord is not responsible for any loss, theft or disappearance of personal property from the Leased Premises, the Building(s) or property associated with same.
16. Tenant shall park only in those areas designated for parking by Landlord. Tenant shall comply with all directional and other signs posted in the parking areas and shall use only one (1) parking stall per vehicle. Tenant shall not park mobile homes, trailers, or similar vehicles in the common parking areas. No vehicle may be parked overnight in the common parking areas nor may any inoperable vehicle be allowed to remain in the common parking areas. Any vehicle that is parked in the common parking areas by Tenant in violation of these Rules and Regulations may be towed away at Tenant's expense. Tenant will be allotted three (3) non-reserved and non-designated parking spaces.
17. Tenant shall not cover all or any part of any window or door of the Building without obtaining the prior written approval of Landlord.
18. Tenant shall not conduct or permit to be conducted any auction or similar sale on or about the Leased Premises, the Building(s), or property associated with them.

These Rules and Regulations and any amendments to them are intended to supplement the terms and provisions of the Lease. In the event of a conflict between the Lease and these Rules and Regulations, or any amendments to them, the Lease governs. If Tenant fails to fully comply with these Rules and Regulations, Landlord, in its sole discretion and without waiving any other right or remedy, may undertake such actions on behalf of Tenant as Landlord determines are necessary to cause Tenant to fully comply with these Rules and Regulations.

EXHIBIT C  
**Landlord's Work**

Seminole County  
1271 West Airport Boulevard  
Sanford, Florida 32773

Tenant agrees to lease the space at 1271 West Airport Boulevard, Sanford, Florida. Landlord shall provide the Premises in a broom clean condition. All electrical, plumbing, HVAC, and lighting fixtures will be in good working order.

Landlord shall:

1. Construct a one- hour demising wall between Suites 1271 and 1275.
2. Construct an electrical service to the suite.
3. Provide warehouse lighting and electrical outlets.
4. Provide a "free blown" HVAC system for the entire suite. Subject to confirmation by the MEP contractor, it is anticipated that 5 tons of air conditioning will be required.

*Tenant is solely responsible for any phone/voice/data cabling and/or equipment necessary to the operation of Tenant's business. And, any and all items to be provided by Tenant must be performed in conjunction with Landlord's work, if any, and any such delay caused by Tenant will not be grounds to extend the Commencement Date of the Lease.*



EXHIBIT D  
**Agency Disclosure Statement**

Seminole County  
1271 West Airport Boulevard  
Sanford, Florida 32773

The following are the only real estate agents and brokers involved in the leasing transaction between Landlord and Tenant:

NAI Realvest, George Viele

Commission to be paid by Landlord

EXHIBIT E  
**Special Terms**

Seminole County  
1271 West Airport Boulevard  
Sanford, Florida 32773

Tenant may terminate the Lease Agreement early by providing Landlord with 180 days written notice.

Tenant will have the option to renew the Lease Agreement for one additional five (5) year term under the same terms and conditions of the Lease Agreement. Tenant shall provide Landlord with 180 day written notice of its intent to exercise its renewal option.

EXHIBIT F  
**Radon Notice**

Seminole County  
1271 West Airport Boulevard  
Sanford, Florida 32773

Notification pursuant to Florida Statute 404.056(8):

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