

COMMERCIAL LEASE NO. 2023-064

THIS COMMERCIAL LEASE (the "Lease") is made and entered into as of the Date of this Lease, by and between Landlord and Tenant. "Date of this Lease" means the date on which the last one of the Landlord and Tenant has signed this Lease.

WITNESSETH: ---

Subject to and on the terms and conditions of this Lease, Landlord leases to Tenant and Tenant hires from Landlord the Premises.

1. BASIC LEASE INFORMATION AND DEFINED TERMS. The key business terms of this Lease and the defined terms used in this Lease are as follows:

1.1 Landlord. SANFORD AIRPORT AUTHORITY, a special district of the State of Florida.

1.2 Tenant. Seminole County, a charter county and political subdivision of the State of Florida

1.3 Premises. The building, land, and appurtenances located at 1500 East Airport Blvd. Sanford, Seminole County, Florida 32773. The Premises are depicted in the sketch attached as EXHIBIT "A". Except as expressly set forth in this Lease, Tenant has inspected the Premises and accepts possession of the Premises in its then "as-is", "where-is" condition, without representation or warranty of any kind by Landlord, as further set forth in the As-Is section.

1.4 Airport. The Orlando Sanford International Airport. The Premises are located within, or immediately adjacent to, the Airport.

1.5 Rentable Area of the Premises. 18,168 square feet. This square footage figure has been agreed upon by the parties as final and correct and is not subject to challenge or dispute by either party.

1.6 Permitted Use of the Premises. Supervisor of Elections Office (see the Use section).

1.7 Commencement Date. April 1, 2024.

1.8 Lease Term. 24 months, as extended or sooner terminated under the terms of this Lease (see the Term section) or extended pursuant to the terms outlined in the Lease Rider.

1.9 Base Rent. The following amounts:

Period	Rate P/S/F Per Annum	Monthly Base Rent	Period Base Rent
04/1/2024 – 03/31/2025	\$15.00	\$22,710.00	\$272,520.00
04/01/2025 – 03/31/2026	\$15.60	\$23,618.40	\$283,420.80

1.10 Security Deposit. N/A

1.11 Prepaid Rent. N/A

1.12 Tenant's Notice Address. 205 W. County Home Road Sanford, Florida 32773

1.13 Landlord's Notice Address. SANFORD AIRPORT AUTHORITY, 1200 Red Cleveland Boulevard, Sanford, Florida 32773.

1.14 Landlord's Broker. N/A



1.15 **Tenant's Broker.** N/A

1.16 **Landlord Parties.** Landlord and Landlord's directors, officers, partners, members, managers, employees, agents, affiliates, subsidiaries, mortgagee, managing agent, contractors, successors, and assigns as well as the City of Sanford.

1.17 **Tenant Parties.** Tenant and Tenant's directors, officers, partners, members, managers, employees, agents, and contractors.

1.18 **Parties.** The Landlord, the Tenant, or both, as the context so permits.

2. **TERM.** This Lease constitutes a legally binding and enforceable agreement as of the Date of this Lease. Tenant will have and hold the Premises for the Lease Term. The Lease Term commences on the Commencement Date.

3. **USE.** Tenant shall use and occupy the Premises only for the Permitted Use of the Premises as defined in Section 1.6. Tenant shall not use or permit or suffer the use of the Premises for any other purpose. Tenant shall not provide any products or services not specifically authorized by this Lease or Landlord. The rights granted hereunder are expressly limited to the improvement, maintenance, and operation of the Premises pursuant to the terms and conditions of this Lease. Parking of boats, motor homes or inoperable or unregistered vehicles and the stockpiling or storage of inoperable equipment, machinery, and containers on the Premises are strictly prohibited. At Landlord's request, all storage and dumpsters must be screened or concealed from public view, and storage will be limited to storage incidental to Tenant's overall operation on the Premises subject to Landlord's approval. Tenant shall not permit the Premises to be used for vehicular parking or storage by the public, its customers or employees or any other person whomsoever while traveling from the Airport in lieu of utilizing the Airport's public parking facilities. Tenant further agrees that its customers will only be permitted to park vehicles on the Premises while utilizing Tenant's services or facilities on the Premises. No overnight parking by Tenant's customers will be permitted, but Tenant is permitted to park its own vehicles overnight. Tenant shall not use the Premises for the operation of rental car facilities or ground transportation services such as taxicab, limousine, transportation network companies, or other similar ground transportation service providers.

4. **RULES AND REGULATIONS.** Tenant shall, at its expense, at all times comply with and perform all obligations required of the occupant or owner of the Premises pursuant to recorded restrictive covenants or other restrictions or agreements running with the title to the Premises. Tenant shall conform to the Rules and Regulations. "Rules and Regulations" mean the rules and regulations for the Airport promulgated by Landlord from time to time.

5. **RENT.** Tenant shall pay Rent to Landlord in lawful United States currency. All Base Rent will be payable in monthly installments, in advance, beginning on the Commencement Date, and continuing on the first day of each and every calendar month thereafter during the Lease Term. Unless otherwise expressly provided, all monetary obligations of Tenant to Landlord under this Lease, of any type or nature, other than Base Rent, will be denominated as additional rent. Except as otherwise provided, all additional rent payments (other than Operating Costs which are due together with Base Rent) are due ten (10) days after delivery of an invoice. Landlord will have the same rights and remedies for defaults in the payment of additional rent as provided in this Lease for defaults in the payment of Base Rent. Tenant shall pay monthly to Landlord any sales, use, or other tax (excluding state and federal income tax) now or hereafter imposed on any Rent due under this Lease. The term "Rent" when used in this Lease includes Base Rent and any forms of payment to be made by Tenant to Landlord. All Rent must be paid to Landlord without demand, setoff, or deduction whatsoever, except as specifically provided in this Lease, at Landlord's Notice Address, or at such other place as Landlord designates in writing to Tenant. Tenant's obligations to pay Rent are covenants independent of the Landlord's obligations under this Lease.

6. **OPERATING COSTS.**

6.1 **General.** Tenant shall pay to Landlord, Tenant's Allocated Share of Operating Costs in accordance with the terms and provision of this section.

6.2 **Defined Terms.** The following terms have the following definitions:

6.2.1 **"Project"** means the area as depicted on **EXHIBIT "B"**, consisting of the land, buildings, and other improvements located on them as designated by Landlord from time to time.



6.2.2 "Taxes" mean the total of all taxes, assessments, and other charges by any governmental or quasi-governmental authority that are assessed, levied, or in any manner imposed on the land, including all charges on the tax bills for the land, real and personal property taxes, special district taxes and assessments, franchise taxes, solid waste assessments, non-ad valorem assessments or charges, and all payments in lieu of taxes under applicable agreements. If a tax is levied against Landlord in substitution in whole or in part for the Taxes or otherwise as a result of the ownership of the land, then the other tax will be deemed to be included within the definition of "Taxes". "Taxes" also includes all costs incurred by Landlord in contesting the amount of the assessment made for Tax purposes, including attorneys', consultants', and appraisers' fees.

6.2.3 "Allocated Share" means (a) the proportion of the leasable area of the Premises to the total leasable area of buildings within the Project; (b) a formula that takes into account the relative intensity or quantity of use of Project services and improvements by Tenant and all other recipients of the services and improvements, as reasonably determined by Landlord; or (b) another fair and reasonable basis, as determined by Landlord in its commercially reasonable discretion, for allocating the Operating Costs among occupants of the Project.

6.2.4 "Operating Costs" mean the total of all of the costs and expenses incurred or borne by Landlord relating to the ownership, operation, maintenance, repair, construction, replacement, and security of the Project and the services provided to tenants in the Project. By way of explanation and clarification, but not by way of limitation, Operating Costs will include the costs and expenses incurred for the following: Taxes; heating, air conditioning, ventilation, plumbing, electrical, fire sprinkler, fire alarm, and emergency generator systems; pest control; trash and garbage removal (including dumpster and compactor rental); protection and security; decorations; construction of improvements, and repairs, replacements, and maintenance and alterations to them; amounts paid under easements or other recorded agreements affecting the Project, including assessments paid to property owners' associations; improvements required by law; building painting and roof repairs; improvements in security systems; materials, tools, supplies, and equipment to enable Landlord to supply services that Landlord would otherwise have obtained from a third party; expenditures designed to result in savings or reductions in Operating Costs; exterior landscaping; fertilization and irrigation supply, repair, and maintenance; parking area supply, repair, and maintenance, including periodic resurfacing and restriping of the parking areas; illumination, repair, maintenance, and replacement of Project signs and other improvements and equipment to facilitate the flow of traffic into or out of the Project, whether located on or off the Project; property management fees; all utilities serving the Project and not separately billed to or reimbursed by any tenant of the Project; depreciation on machinery and equipment used in the maintenance of the Project; fire, extended coverage, all risks, terrorism, earthquake, change in condition, sprinkler apparatus, plate glass, electronic data processing, boiler and machinery, rental guaranty or interruption, public liability and property damage, flood, and any other additional insurance customarily carried by owners of comparable buildings or required by any mortgagee of the Project; and legal, and accounting costs, and administrative fees. Landlord may contract for the performance of some or all of the management, operation, maintenance, repair, service and security functions generally described in this section with any persons or entities whom Landlord deems appropriate, including persons or entities who are affiliated with Landlord. Expenditures for capital items will be included in Operating Costs for the year in which the costs are incurred and subsequent years, amortized on a straight line basis over an appropriate period, but in no event more than ten (10) years, with an interest factor equal to the Wall Street Journal Prime Rate in effect at the time of Landlord's having incurred the expenditure. The Parties acknowledge that Tenant, as a government entity, is generally exempt from taxation and nothing in this Lease imposes on Tenant the responsibility for payment of any taxes for which Tenant is exempt according to applicable law.

6.3 **Payment.** Operating Costs have been accounted for within the base rent.

7. **ASSIGNMENT OR SUBLETTING.** Tenant may not transfer any of its rights under this Lease, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner (any of which, a "transfer"), without Landlord's prior written consent, which may be withheld in Landlord's sole and absolute discretion. Without limiting the generality of the foregoing, Tenant may not sublease, assign, mortgage, encumber, permit the transfer of direct or indirect ownership or control of the business entity comprising Tenant, or permit any portion of the Premises to be occupied by third parties. Any transfer by Tenant in violation of this section will, at Landlord's option, be void. If Landlord assigns this Lease to a successor who expressly assumes the obligations of Landlord, then Landlord will be released from its obligations.

8. INSURANCE.

8.1 **Tenant's Insurance.** Tenant shall obtain and keep in full force and effect the following insurance coverages: (i) commercial general liability insurance, including contractual liability, on an occurrence basis, on the then most current Insurance Services Office ("ISO") form or its equivalent in the minimum amounts of \$1 million per occurrence, \$3 million general aggregate, including Designated Location(s) General Aggregate Limit; (ii) commercial automobile liability insurance, on an occurrence basis on the then most current ISO form, including coverage for owned, non-owned, leased, and hired automobiles, in the minimum amount of



\$1 million combined single limit for bodily injury and property damage; (iii) excess liability insurance in the minimum amount of \$5 million with the same inception date as the underlying policies (including general, auto and employer's liability), and which must be excess over and no less broad than all coverages described above; (iv) special causes of loss form property insurance (ISO CP 10 30 or equivalent in effect in the State of Florida), in an amount adequate to cover 100% of the replacement costs of all of Tenant's property at the Premises; (v) workers' compensation insurance and employer's liability insurance; (vi) business income and extra expense insurance covering the risks to be insured by the property insurance described above, on an actual loss sustained basis including income coverage for a minimum twelve (12) month period; and (viii) such other insurance as may be reasonably required by Landlord. Tenant's insurance must provide primary and non-contributory coverage to the Landlord Parties when any policy issued to any Landlord Parties provides duplicate or similar coverage, and in such circumstance, Landlord's policy will be excess over Tenant's policy. None of Tenant's liability policies may have any deductibles.

8.2 Insurance Requirements. All insurance policies must be written with insurance companies and have coverage limits acceptable to Landlord and having a policyholder rating of at least "A-" and a financial size category of at least "Class XII" as rated in the most recent edition of "Best's Key Rating Guide" for insurance companies. The commercial general liability, automobile liability, and excess liability insurance policies must name the Landlord Parties as additional insureds (on ISO CG 20 11 01 96 or equivalent for the commercial general liability policy) for matters arising from or related to this Lease and must require prior notice of cancellation to be delivered in writing to Landlord within the time period applicable to the first named insured. The commercial general liability and excess liability policies must include an unmodified Separation of Insureds provision. The following exclusions/limitations or their equivalent(s) are prohibited: Contractual Liability Limitation CG 21 39; Amendment of Insured Contract Definition CG 24 26; and any endorsement modifying the Employer's Liability exclusion or deleting the exception to it; any "Insured vs. Insured" exclusion except Named Insured vs. Named Insured. Tenant shall furnish evidence that it maintains all insurance coverages required under this Lease (ACORD 25 for liability insurance and the ACORD 27 for Commercial Property Insurance, with copies of declaration pages for each required policy) before entering the Premises for any reason and at any other time promptly upon request by Landlord. The ACORD 25 Form Certificate of Insurance for the liability insurance policy must specify the policy form number and edition date and must have attached to it a copy of the additional insureds endorsement listing the Landlord Parties. Coverage amounts for the liability insurance may be increased periodically in accordance with industry standards for similar properties.

8.3 Waiver of Subrogation. Tenant expressly, knowingly, and voluntarily waives and releases its rights of recovery that it may have against the Landlord Parties for loss or damage to its property, and property of third parties in the care, custody, and control of Tenant, and loss of business (specifically including business interruption by Tenant) directly or by way of subrogation or otherwise as a result of the acts or omissions of the Landlord Parties (specifically including the negligence of the Landlord Parties and the intentional misconduct of the Landlord Parties), to the extent any such claims are covered by the property, business income, or extra expense insurance carried or required to be carried under the terms of this Lease (whether or not actually carried by Tenant), or other property insurance that Tenant may carry at the time of an occurrence or under a so-called "special perils" or "special form causes of loss" property insurance policy or under a so-called "contents" insurance policy (whether or not actually carried). Tenant assumes all risk of damage to and loss of Tenant's property within the Premises, including any loss or damage caused by water leakage, fire, windstorm, explosion, theft, act of any other tenant, or from any other cause. Tenant shall on or before the earlier of the Commencement Date or the date on which Tenant first enters the Premises for any purpose, obtain and keep in full force and effect at all times thereafter a waiver of subrogation from its insurer concerning the commercial general liability, commercial automobile liability, workers' compensation, employer's liability, property, and business interruption insurance maintained by it for the Premises and the property located in the Premises. This section controls over any other provisions of this Lease in conflict with it and will survive the expiration or sooner termination of this Lease.

8.4 Limitation of Liability. Except to the extent otherwise provided herein or arising from the gross negligence or willful misconduct or breach of Landlord or its agents, employees or contractors, Landlord will not be liable to Tenant, its employees, agents, business invitees, licensees, customers, clients, family members or guests for any damage, injury, loss, compensation or claim, including, but not limited to, claims for the interruption of or loss to Tenant's business, based on, arising out of or resulting from any cause including, but not limited to: (a) repairs to any portion of the Premises; (b) interruption in Tenant's use of the Premises; (c) any accident or damage resulting from the use or operation (by Landlord, Tenant or any other person or persons) of any equipment within the Premises, including heating, cooling, electrical or plumbing equipment or apparatus; (d) the termination of this Lease by reason of the condemnation or destruction of the Premises in accordance with the provisions of this Lease; (e) any fire, robbery, theft or other casualty; (f) the actions of any other person or persons; and (g) any leakage or seepage in or from any part or portion of the Premises, whether from water, rain or other precipitation that may leak into, or flow from, any part of the Premises, or from drains, pipes or plumbing fixtures.



9. **DEFAULT.**

9.1 **Events of Default.** Each of the following will be an event of default under this Lease: (a) Tenant fails to make any payment of Rent when due; (b) Tenant or any Guarantor for Tenant's obligations under this Lease becomes bankrupt or insolvent or makes an assignment for the benefit of creditors or takes the benefit of any insolvency act, or if any debtor proceedings are taken by or against Tenant or any Guarantor, or any Guarantor dies; (c) Tenant abandons the Premises; (d) Tenant transfers this Lease in violation of the Assignment or Subletting section; (e) Tenant fails to deliver an estoppel certificate or subordination agreement or maintain required insurance coverages within the time periods required by this Lease; (f) Tenant does not comply with its obligations to vacate the Premises under the Relocation of Tenant or End of Term sections of this Lease; or (g) Tenant fails to perform any other obligation under this Lease. Additionally, if Tenant or any Affiliate of Tenant has entered into any other lease or agreement with Landlord or any Affiliate of Landlord, then, at Landlord's option (i) a default under such other lease or agreement which remains uncured beyond any applicable cure period will be deemed a default by Tenant under this Lease (which will not be subject to any additional cure periods), and (ii) a default under this Lease that remains uncured beyond any applicable cure period will be deemed a default under all other leases and agreements to which Tenant or any Affiliate of Tenant has entered into with Landlord or any Affiliate of Landlord (which shall not be subject to any additional cure periods) and thereafter Landlord will be entitled to exercise such rights and remedies as are available pursuant to this Lease, the other leases and agreements to which Tenant or any Affiliate of Tenant has entered into with Landlord or any Affiliate of Landlord, or both. As used herein, "Affiliate" means, as to any person or entity, any other person or entity who directly or indirectly controls, is controlled by, or is under common control with such person or entity. As used in this section, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of an entity, whether through the ownership of voting securities, by contract or otherwise.

9.2 **Remedies.** If Tenant defaults, in addition to all remedies provided by law, then Landlord may declare the entire balance of all forms of Rent due under this Lease for the remainder of the Lease Term to be forthwith due and payable and may collect the then present value of the Rents (calculated using a discount rate equal to the discount rate of the branch of the Federal Reserve Bank closest to the Premises in effect as of the date of the default). If this Lease is rejected in any bankruptcy proceeding, then Rent for the entire month in which the rejection occurs shall be due and payable in full and shall not be prorated.

9.3 **Landlord's Right to Perform.** If Tenant defaults, then Landlord may, but will have no obligation to, perform the obligations of Tenant, and if Landlord, in doing so, makes any expenditures or incurs any obligation for the payment of money, including reasonable attorneys' fees, then the sums so paid or obligations incurred must be paid by Tenant to Landlord upon receipt of a bill or statement to Tenant therefor.

9.4 **Late Charges, Interest, and Bad Checks.** If any payment due Landlord is not paid within five (5) days of when due, then Tenant shall pay, in addition to the payment then due, an administrative charge equal to the greater of (a) 5% of the past due payment; or (b) \$250. All payments due Landlord and not paid when due shall bear interest at the lesser of: (a) 18% per annum, or (b) the highest rate of interest permitted to be charged by applicable law, accruing from the date the obligation arose through the date payment is actually received by Landlord, including after the date of any judgment against Tenant. If any check given to Landlord for any payment is dishonored for any reason whatsoever not attributable to Landlord, then, in addition to all other remedies available to Landlord, upon demand, Tenant will reimburse Landlord for all insufficient funds, bank, or returned check fees, plus an administrative fee not to exceed the maximum amount prescribed by law. In addition, Landlord may require all future payments from Tenant to be made by cashier's check from a local bank, ACH payments, or by Federal Reserve wire transfer to Landlord's account.

9.5 **Limitations.** None of the Landlord Parties will ever have any personal liability to Tenant. No person holding Landlord's interest will have any liability after such person ceases to hold such interest, except for any liability accruing while such person held such interest. No act or omission of Landlord or its agents will constitute an actual or constructive eviction of Tenant or a default by Landlord as to any of its obligations under this Lease unless Landlord first receives written notice from Tenant of the claimed default and fails to cure it after having been afforded reasonable time in which to do so, which in no event will be less than thirty (30) days. Further, Tenant waives any claims against Landlord that Tenant does not make in writing within thirty (30) days of the onset of the cause of such claim. Tenant waives all rights they may have (other than rights for defaults under the Estoppel Certificate, Subordination, and End of Term sections) to consequential damages, lost profits, punitive damages, or special damages of any kind.

9.6 **Presumption of Abandonment.** It will be conclusively presumed that Tenant has abandoned the Premises if Tenant fails to keep the Premises open for business during regular business hours for ten (10) consecutive days while in monetary default. Any grace periods set forth in this section shall not apply to the application of this presumption.



9.7 **Jurisdiction and Venue.** The parties irrevocably consent that any legal action or proceeding arising out of or in any way connected with this Lease may be instituted or brought in any court located in Seminole County, Florida, which will be the exclusive jurisdiction and venue for litigation concerning this Lease. The parties irrevocably submit to the jurisdiction of that court in any such legal action or proceeding. The execution of this Lease and performance of its obligations by the parties, for purposes of personal or long-arm jurisdiction, constitutes doing business in Florida under Section 48.193, Florida Statutes. In addition, the parties irrevocably and unconditionally waive any objection which they may now or hereafter have to the laying of venue of any of these actions or proceedings in these courts and further irrevocably and unconditionally waive the right to plead or claim that any such action or proceeding brought in any of these courts has been brought in an inconvenient forum.

9.8 **Air Navigation.** Tenant shall prevent any use of the Premises that would interfere with or adversely affect the operation, maintenance or development of the Airport, or otherwise constitute a hazard to air navigation. Notwithstanding any provision of this Lease to the contrary, Tenant agrees that Landlord will be entitled to self-help in the event of an immediate hazard to the flight of aircraft over the Premises or the health and wellbeing of the traveling public. Without limiting the generality of the foregoing, Tenant acknowledges that Landlord will be entitled to enter the Premises and physically remove or mitigate the hazard, at Tenant's expense. In the event Tenant fails to promptly mitigate a hazard or adverse effects on air navigation following notification from Landlord, Tenant shall reimburse Landlord for any and all costs and expenses incurred by Landlord in exercising its self-help rights hereunder, plus a twenty-five percent (25%) administrative overhead fee, which costs, expenses and administrative overhead fee will be due and payable within thirty (30) days of the date of the Landlord's written notice. Tenant acknowledges and agrees that the right of self-help shall be in addition to any and all remedies available under the law and this Lease, including immediate injunctive relief, both temporary and permanent, and the right of specific performance.

10. **ALTERATIONS.** "Alterations" mean any alteration, addition, or improvement in or on or to the Premises of any kind or nature, including any improvements made before Tenant's occupancy of the Premises. In addition to the requirements of this Section, any Alterations performed by or on behalf of Tenant at the Premises must comply with the provisions of **EXHIBIT "D"**. Tenant shall pay the entire cost of any Alterations including the cost of all utility connections, capacity, concurrency and impact fees payable to any governmental authority imposing the same, including sewer, water, transportation, school, or educational facilities or land, park facilities or land, fire/EMS facilities or land, or service impact fees. Tenant shall make no Alterations without the prior written consent of Landlord and Landlord's architectural committee, which consent may be withheld or conditioned in Landlord's sole and absolute discretion. However, Landlord shall not unreasonably withhold or delay consent to non-structural interior Alterations, provided that they do not involve demolition of improvements, affect utility services or building systems, are not visible from outside the Premises, do not affect Landlord's insurance coverages for the building, and do not require other alterations, additions, or improvements to areas outside the Premises. Tenant shall reimburse Landlord, on demand, for the actual out-of-pocket costs for the services of any third party employed by Landlord to review or prepare any Alteration-related plan or other document for which Landlord's consent or approval is required. Landlord, or its agent or contractor, may supervise the performance of any Alterations, and, if so, Tenant shall pay to Landlord an amount equal to five percent (5%) of the cost of the work, as a supervisory fee. Except as expressly set forth in this Lease, Landlord has made no representation or promise as to the condition of the Premises, Landlord shall not perform any alterations, additions, or improvements to make the Premises suitable and ready for occupancy and use by Tenant, and Tenant shall accept possession of the Premises in its then "as-is", "where-is" condition, without representation or warranty of any kind by Landlord. Except for work to be performed by Landlord, before any Alterations are undertaken by or on behalf of Tenant, Tenant shall obtain Landlord's approval of all contractors performing such Alterations, and shall deliver to Landlord any governmental permit required for the Alterations and shall require any contractor performing work on the Premises to obtain and maintain, at no expense to Landlord, workers' compensation and employer's liability insurance, builder's risk insurance in the amount of the replacement cost of the applicable Alterations (or such other amount reasonably required by Landlord), commercial general liability insurance, written on an occurrence basis with minimum limits of \$2 million per occurrence limit, \$2 million general aggregate limit, \$2 million personal and advertising limit, and \$2 million products/completed operations limit (including contractual liability, broad form property damage and contractor's protective liability coverage); commercial automobile liability insurance, on an occurrence basis on the then most current ISO form, including coverage for owned, non-owned, leased, and hired automobiles, in the minimum amount of \$1 million combined single limit for bodily injury and property damage; and excess liability insurance in the minimum amount of \$5 million. Contractor's insurance must contain an endorsement insuring the Landlord Parties as additional insureds and must be primary and non-contributory over any other coverage available to the Landlord. The Contractor's insurance must also comply with the requirement of the Insurance section. All Alterations by Tenant must also comply with Landlord's rules and requirements for contractors. All Alterations made by Landlord or Tenant to the Premises will become Landlord's property immediately upon the completion of the Alterations. Upon the request of Landlord, Tenant shall provide Landlord with a bill of sale or other evidence of the transfer of ownership of the Alterations together with evidence satisfactory to Landlord that the improvements are free from liens, mortgages and other encumbrances. On the expiration or sooner termination of the Lease Term, Tenant, at its expense, shall remove from the Premises any Alterations that Landlord designates by notice to Tenant. Tenant shall also repair any damage to the Premises caused by the removal.



11. **LIENS.** Pursuant to the Florida Constitution and Section 11.066, Florida Statutes, the property of the State, the property of any State agency, or any monetary recovery made on behalf of the State or any State agency is not subject to a lien of any kind. Pursuant to Section 713.01(24)&(27), Florida Statutes (2023), both Landlord and Tenant are exempt from the construction lien statute and nothing in this Lease operates to reimpose any liability under this statute. If any lien is filed against the Premises for work or materials claimed to have been furnished to Tenant, then Tenant shall promptly cause it to be discharged of record or bring any necessary litigation to have the lien removed from the public records.

12. **ACCESS TO PREMISES.** Landlord and persons authorized by Landlord will have the right, at all reasonable times, to enter and inspect the Premises and to make repairs and alterations Landlord deems necessary, with reasonable prior notice (which may be by telephone or e-mail), except in cases of emergency, when no notice shall be required. However, notwithstanding any other provision of this Lease, Landlord acknowledges that Tenant will maintain confidential documents and information in the Premises to which Landlord and other parties cannot have access except as permitted by law. In all inspections conducted by Landlord of the Premises, Landlord shall cooperate fully with Tenant in regard to Tenant carrying out its obligation to ensure that all of Tenant's confidential documents and information are kept secure. Subject to the provisions of this Section 12, Tenant shall permit Landlord, its agents, employees, and contractors, to enter all rooms of the Premises as reasonably necessary to inspect them, to submit the Premises to prospective purchasers or tenants, and to repair the Premises. Tenant has the right to supervise all such inspections. Except for emergencies, Landlord shall provide Tenant at least twenty-four (24) hours written notice prior to any inspections. Landlord may have immediate access to the Premises in case of an emergency. Landlord shall notify Tenant as soon as possible after any such emergency entry. Tenant shall provide Landlord with keys to all rooms within the Premises, but not to any locked cabinets.

13. **ENVIRONMENTAL LAWS.**

13.1 **"Environmental Laws"** mean all applicable environmental ordinances, rules, regulations, statutes, orders, and laws of all local, state, or federal agencies or bodies with jurisdiction over the Premises or the activities conducted on the Premises. Tenant's and the Tenant Parties' use of, and activities on, the Premises must be conducted in compliance with all Environmental Laws and Landlord's Environmental Protection Policy attached as **EXHIBIT "C"**. If any of Tenant's or Tenant Parties' activities require the use of "hazardous" or "toxic" substances, as those terms are defined by any of the Environmental Laws, then Tenant represents and warrants to Landlord that Tenant has received all permits and approvals required under the Environmental Laws concerning the toxic or hazardous substances. Tenant shall maintain the Premises in complete compliance with the Environmental Laws and this Lease. If Tenant breaches any of its obligations contained in this section or fails to notify Landlord of the release of any hazardous or toxic substances from the Premises, then, in addition to all other rights and remedies available to Landlord, Landlord will have the right to initiate a cleanup of the Premises, in which case Tenant shall reimburse Landlord for, and indemnify Tenant from, any and all costs, expenses, losses, and liabilities incurred in connection with the cleanup (including all reasonable attorneys' fees) by Landlord. In the alternative, Landlord may require Tenant to clean up the Premises and to indemnify fully and hold Landlord harmless from any and all losses, liabilities, expenses (including reasonable attorneys' fees), and costs incurred by Landlord in connection with Tenant's clean up action. Notwithstanding anything in this section, Tenant agrees to pay, and shall indemnify defend, and hold Landlord harmless from and against, any and all losses, claims, liabilities, costs, and expenses (including reasonable attorneys' fees) incurred by Landlord as a result of any breach by Tenant of its obligations under this section, and as a result of any contamination of the Premises because of Tenant's, its employees', agents', contractors', licensees' or sublessee' use of hazardous or toxic substances on the Premises. If Landlord has reason to believe that a hazardous or toxic substance has been discharged on the Premises by Tenant, its employees, agents, contractors, sublessees or licensees, then Landlord will have the right, in its sole discretion, to require Tenant to perform periodically to Landlord's satisfaction (but not more frequently than annually unless an environmental complaint from applicable governmental authorities is then outstanding), at Tenant's expense, an environmental audit and, if deemed necessary by Landlord, an environmental risk assessment of: (a) the Premises, (b) hazardous substance management practices, and (c) hazardous substance disposal sites used by Tenant. Such audit or risk assessment must be by an environmental consultant reasonably satisfactory to Landlord. Should Tenant fail to perform any such environmental audit or risk assessment within thirty (30) days after Landlord's request, Landlord will have the right to retain an environmental consultant to perform such environmental audit or risk assessment. All costs and expenses incurred by Landlord in the exercise of such rights will be secured by this Lease and will be payable by Tenant upon demand as Rent. If Tenant's operations require the ongoing use of hazardous or toxic substances, then Tenant shall supply Landlord with copies of reports and any other monitoring information required by the Environmental Laws. As used in this section, "Premises" means and refers to the property that is the subject of this Lease as well as any portion of the Premises that may be damaged or contaminated by the release of any toxic or hazardous substance. This section will survive the expiration or sooner termination of this Lease. Tenant's indemnification obligations to Landlord under this section are limited to the monetary and other limitations set forth in Section 768.28, Florida Statutes, as this statute may be subsequently amended, except for costs, including attorney fees, incurred by Landlord in response to a regulatory action brought by the United States Environmental Protection Agency or the Florida



Department of Environmental Protection to the extent such regulatory action results from Tenant releasing hazardous or toxic substances on the Premises.

13.2 Environmental Disclosure. Tenant acknowledges and understands that the Airport was previously used as a United States naval military base and is currently being used for a commercial airport. Certain chemicals or other environmental contaminants, such as petroleum, may be and may have been utilized by parties at the Airport. Other tenants or third parties may have also used other chemicals or other contaminants within the boundary of the Airport. As a result, Landlord has cleaned up contamination as to certain areas of the Airport. Other areas remain subject to certain Site Rehabilitation Completion Order(s) with Institutional Controls ("SRCO"). Still others may be or in the future may become areas of investigation by the Florida Department of Environmental Protection ("FDEP"). The known SRCO's and any active areas of investigation/cleanup are available for review by the FDEP at <https://floridadep.gov/>. Tenant has had an opportunity to review FDEP's records as would concern this particular Property, had an opportunity to conduct any due diligence it deems necessary and proper and has determined that the SRCO will not interfere with Tenant's peaceful use and enjoyment of the Premises in compliance with this Lease. Tenant understands that should it desire to modify the Property, such alterations may necessarily involve the review of FDEP.

14. CASUALTY DAMAGE. If: (a) the Premises or a material part of the Premises becomes so damaged that substantial alteration or reconstruction, in Landlord's opinion, is required; or (b) Landlord is not permitted to rebuild the Premises in substantially the same form as it existed before the damage; or (c) the Premises become materially damaged by casualty during the last two (2) years of the Lease Term; or (d) any mortgagee requires that the insurance proceeds be applied to the payment of the mortgage debt; or (e) the damage is not fully covered by insurance maintained by Landlord; then Landlord may, within ninety (90) days after the casualty, give notice to Tenant of Landlord's election to terminate this Lease, and the balance of the Lease Term will automatically expire on the fifth (5th) day after the notice is delivered. If Landlord does not elect to terminate this Lease, then Landlord shall either proceed with reasonable diligence to restore the building and the Premises to substantially the same condition they were in immediately before the casualty or relocate Tenant pursuant to the Relocation of Tenant section. However, Landlord will not be required to restore any portion of Tenant's property. Rent will abate in proportion to the portion of the Premises not usable by Tenant as a result of any casualty which is covered by insurance carried by Landlord, as of the date on which the Premises becomes unusable. Landlord will not otherwise be liable to Tenant for any delay in restoring the Premises or any inconvenience or annoyance to Tenant or injury to Tenant's business resulting in any way from the damage or the repairs, Tenant's sole remedy being the right to an abatement of Rent.

15. CONDEMNATION. If the whole or any substantial part of the Premises is condemned by eminent domain or acquired by private purchase in lieu of condemnation, then Landlord may elect to relocate Tenant pursuant to the Relocation of Tenant section or terminate this Lease. If Landlord elects to terminate this Lease, then this Lease will terminate on the date on which possession of the Premises is delivered to the condemning authority, and Rent will be apportioned and paid to that date. Tenant will have no claim against Landlord, and assigns to Landlord any claims it may have otherwise had, for the value of any unexpired portion of the Lease Term, or any Alterations. Tenant will not be entitled to any part of the condemnation award or private purchase price. If this Lease is not terminated as provided above, then Rent will abate in proportion to the portion of the Premises condemned.

16. REPAIR AND MAINTENANCE.

16.1 Landlord's Obligations. Landlord shall repair and maintain in good order and condition, ordinary wear and tear excepted, only the roof, the outside walls (excluding interior wall surfaces, storefronts, windows, and doors), the structural portions of the Premises (exclusive of structural elements constructed by Tenant), and the portions of the electrical and plumbing systems servicing the Premises which are located outside the exterior boundaries of the Premises. However, unless the Waiver of Subrogation section applies, Tenant shall pay the cost of any such repairs or maintenance resulting from acts or omissions of the Tenant Parties. Tenant waives the provisions of any law, or any right Tenant may have under common law, permitting Tenant to make repairs at Landlord's expense or to withhold Rent or terminate this Lease based on any alleged failure of Landlord to make repairs. All costs associated with the repair and maintenance obligations of Landlord under this section will be included in and constitute Operating Costs.

16.2 Tenant's Obligations. Except to the extent Landlord is obligated to repair and maintain the Premises as provided in the Landlord's Obligations section of this section, Tenant shall, at its sole cost, repair, replace, and maintain the Premises (including the walls, storefronts, doors, and windows, including plate and window glass, ceilings, and floors in the Premises, and electrical, plumbing, mechanical, fire protection, life safety, sprinklers, and HVAC systems servicing the Premises exclusively), in a clean and attractive condition. All replacements must be of equal quality and class to the original items replaced. Tenant shall not commit or allow to be committed any waste on any portion of the Premises. Promptly upon written request of Landlord, Tenant shall enter into and maintain an annual maintenance contract with an air conditioning service firm. Tenant shall furnish to Landlord from time to time and upon request of Landlord, a copy of the air conditioning maintenance contract and the yearly service reports from the



contractor. Tenant will be responsible for any damage to the roof of the building caused by any air conditioning maintenance activities. Prior to performing any such repair obligation, Tenant shall give written notice to Landlord describing the necessary maintenance or repair. Upon receipt of such notice, Landlord may elect either to perform any of the maintenance or repair obligations specified in such notice, or require that Tenant perform such obligations by using contractors approved by Landlord, all at Tenant's expense. All work must be performed in accordance with Landlord's rules and procedures.

16.3 **Service or Parking Areas.** Tenant shall also maintain any service or parking areas adjacent to the Premises in good repair and in a good, clean, and attractive condition and free from rubbish and dirt at all times and shall store all trash and garbage within the Premises until such time as Tenant has the trash and garbage removed from the Premises. Tenant will be responsible for placing all its trash and garbage into dumpsters or trash bins without allowing the trash or garbage to spill over onto the ground adjacent to the dumpsters or trash bins.

17. **ESTOPPEL CERTIFICATES.** From time to time, Tenant, on not less than five (5) days' prior notice, shall (i) execute and deliver to Landlord an estoppel certificate in a form generally consistent with the requirements of institutional lenders and prospective purchasers and certified to all or any of Landlord, any mortgagee or prospective mortgagee, or prospective purchaser of the Premises, and (ii) cause any Guarantor to deliver to Landlord any estoppel certificate required under the Guaranty.

18. **SUBORDINATION.** This Lease is and will be subject and subordinate to all mortgages and ground leases that may now or hereafter affect the Premises, and to all renewals, modifications, consolidations, replacements, and extensions of the mortgages and leases. This section is self-operative and no further instrument of subordination will be necessary. However, in confirmation of this subordination, Tenant shall execute any agreement that Landlord may request within ten (10) days after receipt from Landlord. This Lease is subject and subordinate to all of the terms and conditions of any instrument and documents under which Landlord acquired the land, of which the Premises are a part, or improvements on them, and will be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Tenant understands and agrees that this Lease will be subordinate to the provisions of any existing or future agreement between Landlord and the United States of America or State of Florida, or any of their agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of state or federal funds for the development of the Airport.

19. **INDEMNIFICATION.** Subject to the monetary and other limitations of Section 768.28, Florida Statutes, as this statute may be subsequently amended, which limitations are deemed to apply to this Agreement regardless of whether the nature of the liability is based on tort, contract, or otherwise, Tenant shall indemnify, defend, and save harmless the Landlord Parties from and against any and all liability (including reasonable attorneys' fees) resulting from claims by third parties in connection with the Premises, regardless of whether or not the claim is caused in part by any of the indemnified parties (specifically including any claims that the indemnified party was negligent or engaged in other tortious conduct). This Indemnification section does not restrict, limit, or modify Tenant's insurance obligations under this Lease. Tenant's compliance with the insurance requirements under this Lease does not restrict, limit, or modify Tenant's obligations under this Indemnification section. Subject to the monetary and other limitations of Section 768.28, Florida Statutes, as this statute may be subsequently amended, which limitations are deemed to apply to this Agreement regardless of whether the nature of the liability is based on tort, contract, or otherwise, if and to the extent that any loss occasioned by any of the events described in this section exceeds the greater of the coverage or amount of insurance required to be carried by the indemnitor or the coverage or amount of insurance actually carried by the indemnitor, or results from any event not required to be insured against and not actually insured against, the party at fault shall pay the amount not actually covered. These indemnification provisions will survive the expiration or sooner termination of this Lease.

20. **NO WAIVER.** 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 will not be construed as a waiver. The waiver of any noncompliance with this Lease will not prevent subsequent similar noncompliance from being a default. No waiver will be effective unless expressed in writing and signed by the waiving party. No notice to or demand on a party will of itself entitle the party to any other or further notice or demand in similar or other circumstances. The receipt by Landlord of any Rent after default on the part of Tenant (whether the Rent is due before or after the default) will not excuse any delays as to future Rent payments and will not operate as a waiver of any then-existing default by Tenant or of the right of Landlord to pursue any available remedies. No payment by Tenant, or receipt by Landlord, of a lesser amount than the Rent actually owed under the terms of this Lease will be deemed to be anything other than a payment on account of the earliest stipulated Rent due. 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 will modify the common law rules of waiver and estoppel and the provisions of any statute that might dictate a contrary result.



21. **SERVICES AND UTILITIES.** Landlord will have no obligation to provide any utilities or services to the Premises. Tenant will be solely responsible for and shall promptly pay all charges for water, electricity, or any other utility used or consumed in the Premises, including all costs associated with the provision of separate meters or submeters for the Premises. Tenant will be responsible for repairs and maintenance to exit lighting, emergency lighting, and fire extinguishers for the Premises. Tenant is responsible for interior janitorial, pest control, and waste removal services. Landlord may at any time change the electrical utility provider for the building. Tenant's use of electrical and heating, water, ventilating, and air conditioning services furnished by Landlord must not exceed, either in voltage, rated capacity, use, or overall load, that which Landlord deems to be standard for the building, and, if required by Landlord, all costs associated with the additional usage and the installation and maintenance of facilities for the additional usage, including separate meters or submetering, will be paid by Tenant as additional rent. In no event will Landlord be liable for damages resulting from the failure to furnish HVAC, elevator, water, electric, or other service, unless caused by the negligence or intentional acts of Landlord, and any interruption or failure will in no manner constitute an eviction of Tenant or entitle Tenant to abatement of any Rent due under this Lease. Tenant shall utilize the Airport's telecommunications systems and is not permitted to utilize any other telecommunications service provider, unless the Airport's telecommunications system is unavailable at the Premises. Tenant's payments to Landlord for telecommunications services will be considered additional rent under this Lease and failure to timely pay shall be considered a default under this Lease and any grace periods granted in this Lease shall not apply to such non-payment.

22. **SECURITY DEPOSIT.** N/A

23. **GOVERNMENTAL REGULATIONS.** Tenant shall promptly comply with all laws, orders, and regulations of all county, municipal, state, federal, and other applicable governmental authorities, and all recorded covenants and restrictions affecting the Premises, now in force or that may hereafter be in force, and shall faithfully observe, in the use of the Premises, all municipal and county ordinances and state and federal laws now in force or that may hereafter be in force, that shall impose any duty on Tenant concerning the Premises or the use or occupancy of the Premises, including all laws relating to fire and safety, and hazardous materials. Tenant shall obtain all licenses and permits from time to time required to enable Tenant to conduct its business under this Lease. No failure of Tenant to obtain or maintain any licenses or permits, or extensions or renewals of them, will release Tenant from the performance and observance of Tenant's obligations under this Lease.

24. **SIGNS.** Tenant shall not place or permit to be placed or maintained on any portion of the Premises, including on any exterior door, wall, or window of the Premises, or within the interior of the Premises, if visible from the exterior of the Premises, any signage or advertising matter of any kind, without first obtaining Landlord's written approval and consent, which may be withheld in Landlord's sole discretion. Landlord confirms that Tenant's signage in existence as of January 1, 2024 is acceptable.

25. **END OF TERM.** Tenant shall surrender the Premises to Landlord at the expiration or sooner termination of this Lease or Tenant's right of possession in good order and condition, broom-clean, except for reasonable wear and tear. On the expiration or sooner termination of the Lease Term, Tenant, at its expense, shall remove from the Premises all of Tenant's personal property. Tenant shall also repair any damage to the Premises caused by the removal.

26. **ATTORNEYS' FEES.** Except as set forth in this Lease, the prevailing party in any litigation or arbitration arising out of or in any manner based on or relating to this Lease, including tort actions and actions for injunctive, declaratory, and provisional relief, will be entitled to recover from the losing party actual attorneys' fees and costs, including fees for litigating the fees incurred and fees in connection with bankruptcy or appellate proceedings. In addition, if Landlord becomes a party to any suit or proceeding affecting the Premises or involving this Lease or Tenant's interest under this Lease, other than a suit between Landlord and Tenant, or if Landlord engages counsel to collect any of the amounts owed under this Lease, or to enforce performance of any of the agreements, conditions, covenants, provisions, or stipulations of this Lease, without commencing litigation, then the costs, expenses, and reasonable attorneys' fees and disbursements incurred by Landlord will be paid to Landlord by Tenant.

27. **NOTICES.**

27.1 **General Requirements.** Except as otherwise expressly provided, any notice, demand, request, election, or other communication (a "Communication") required or permitted to be given or made to or by any party to this Lease or otherwise given or made under this Lease, must be in writing. A Communication will be deemed to have been delivered and received on the earlier of the day actually received (by whatever means sent, including means not authorized by this section) if received before 5:00 p.m., Sanford, Florida time, on a Business Day (or, if not received before 5:00 p.m., Sanford, Florida time, on a Business Day, on the first Business Day after the day of receipt) or, regardless of whether or not received after the following dates, (a) on the date of delivery



or refusal of delivery, if by hand delivery; (b) on the first Business Day after having been delivered to a nationally recognized overnight air courier service (such as FedEx) for "next business day" delivery; or (c) on the third (3rd) Business Day after having been deposited with the United States Postal Service, Registered or Certified Mail, Return Receipt Requested; in each case addressed to the respective party at the party's Notice Address, which Notice Address may be changed by notice delivered to the other party in accordance with the terms of this section; provided that if Tenant has vacated the Premises or is in default of this Lease, then Communications may be delivered by any manner permitted by law for service of process. Notwithstanding the foregoing, any Communication which is in fact received, regardless of whether it is sent in compliance with the requirements of this section, will be effective as of the date received. If any Communication is returned to the addressor because it is refused, unclaimed, or the addressee has moved, or is otherwise not delivered or deliverable through no fault of the addressor, then effective notice will still be deemed to have been given. If there is more than one party constituting Tenant, then any Communication may be given by or to any one of them, and will have the same force and effect as if given by or to all of them.

27.2 **Notices by and to Lawyers.** Any lawyer representing Landlord or Tenant may give any Communication under this Lease on behalf of the lawyer's client. Any Communication so given by a lawyer will be deemed to have been given by the lawyer's client. Notwithstanding anything to the contrary in this Lease, any obligation to send a copy of a Communication to a party's lawyer will only apply to Communications that are notices of a default under this Lease. Failure to give a copy of any Communication to the lawyer for a party will not affect the validity of the Communication provided that the Communication has been given to the party represented by that lawyer.

27.3 **Section 83.20, Florida Statutes.** Any notices required under Section 83.20, Florida Statutes, will be deemed to have been fully given, made, sent, and received if sent in compliance with this section.

27.4 **Change of Notice Address.** Either party may change its Notice Address by notice to the other party. However, this will not permit a party to add additional persons to receive Communications or copies of Communications so that more than a maximum of two (2) persons are entitled to receive any Communication or copy of any Communication.

28. **EXCUSABLE DELAY.** For purposes of this Lease, the term "Excusable Delay" means any delays due to strikes, lockouts, civil commotion, war or warlike operations, acts of terrorism, acts of a public enemy, acts of bioterrorism, epidemics, quarantines, invasion, rebellion, hostilities, military or usurped power, sabotage, government regulations or controls, inability to obtain any material, utility, or service because of governmental restrictions, hurricanes, floods, or other natural disasters, acts of God, or any other cause beyond the direct control of the party delayed. Notwithstanding anything in this Lease to the contrary, if Landlord or Tenant is delayed in the performance of any act required under this Lease by reason of any Excusable Delay and if notice of the Excusable Delay is given to the other party within ten (10) days after its occurrence, then performance of the act will be excused for the period of the delay and the period for the performance of the act will be extended for a reasonable period, in no event to exceed a period equivalent to the period of the delay. The provisions of this section do not operate to excuse Tenant from the payment of Rent or from surrendering the Premises at the end of the Lease Term, or from the obligations to maintain insurance, and will not operate to extend the Lease Term. Delays or failures to perform resulting from lack of funds or the increased cost of obtaining labor and materials do not constitute delays beyond the direct control of a party.

29. **QUIET ENJOYMENT.** Landlord covenants and agrees that, on Tenant's paying rent and performing all of the other provisions of this Lease on its part to be performed, Tenant may peaceably and quietly hold and enjoy the Premises for the Lease Term without material hindrance or interruption by Landlord or any other person claiming by, through, or under Landlord, subject, nevertheless, to the terms, covenants, and conditions of this Lease and all existing or future ground leases, underlying leases, mortgages, or deeds of trust encumbering the Premises.

30. **RELOCATION OF TENANT.** Landlord will have the right, upon thirty (30) days' prior notice to Tenant (the "Relocation Notice"), to relocate Tenant to a different premises at the Airport comparable in size and layout (the "Substitute Premises"). If Landlord relocates Tenant, then Landlord shall perform the interior improvements to the Substitute Premises of approximate equivalence of the interior improvements in the original Premises and shall pay the reasonable costs of moving Tenant's property to the Substitute Premises. Landlord shall also reimburse Tenant for the actual and reasonable costs of replacement stationary and telecommunications relocation. Any relocation will not terminate or otherwise modify this Lease except that from and after the date of the relocation, the term "Premises" will refer to the Substitute Premises rather than the original Premises as defined in this Lease. If the Rentable Area of the Substitute Premises is more or less than the Rentable Area of the original Premises, then the any terms of this Lease derived from the Rentable Area of the Premises will be appropriately adjusted. Tenant shall relocate to the Substitute Premises within the time set forth in the Relocation Notice and vacate and surrender possession of the Premises to Landlord in



accordance with the terms of this Lease. Tenant shall promptly execute and deliver any and all documents required by Landlord to evidence and confirm Tenant's relocation to the Substitute Premises.

31. **FINANCIAL REPORTING.** N/A

32. **TENANT'S REPRESENTATIONS.** Tenant represents and warrants as follows: (i) Tenant is duly organized, validly existing, and in good standing under the laws of the State in which it was formed and is duly qualified to transact business in the State in which the Premises are located, (ii) Tenant has full power to execute, deliver, and perform its obligations under this Lease, (iii) the execution and delivery of this Lease, and the performance by Tenant of its obligations under this Lease, have been duly authorized by all necessary action of Tenant, and do not contravene or conflict with any provisions of Tenant's Articles of Incorporation and the By-Laws, or any other agreement binding on Tenant, (iv) the individual executing this Lease on behalf of Tenant has full authority to do so, and (v) Tenant's financial statements and the information describing Tenants' business and background previously furnished to Landlord were true and correct at the time given in all material respects and there have been no adverse material changes to the information subsequent to the date given.

33. **AS-IS.** Except as set forth expressly in this section, Landlord does not make any warranties or representations concerning the Premises or any component of the Premises, including the zoning or other land use restrictions affecting the Premises, the compliance of the Premises or any part of the Premises with any governmental requirement, the use or existence, or prior use or existence, of hazardous materials on the Premises, or the accuracy or completeness of any statement or other matter previously disclosed to the Tenant. **EXCEPT AS SPECIFICALLY PROVIDED FOR IN THIS LEASE, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES GIVEN TO TENANT IN CONNECTION WITH THIS LEASE OR THE PREMISES. LANDLORD DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY, HABITABILITY, TENANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.**

34. **LANDLORD'S RESERVATIONS.** The Airport is at all times subject to the exclusive control and management of Landlord. Landlord may increase, reduce, improve, or otherwise alter the Airport, otherwise make improvements, alterations, or additions to the Airport. Landlord may also temporarily close all or portions of the Airport to make repairs or improvements. In addition, Landlord may temporarily close the Airport and preclude access to the Premises in the event of casualty, governmental requirements, the threat of an emergency such as a hurricane or other act of God, or if Landlord otherwise reasonably deems it necessary in order to prevent damage or injury to person or property. During time of war and national emergency, Landlord will have the right to lease the Airport property or any portion of it, including the Premises, to the United States Government for military or naval use, and, if such lease is executed, this Lease will terminate. Landlord reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction and interference. Landlord reserves unto itself and its successors and assigns, for the use and benefit of the public, the right of flight for: (a) the passage of aircraft in, through, and across the airspace above the surface of the Premises, together with the right of the aircraft to make noise and exhaust emissions, light, vibrations, radio, television and other electromagnetic emissions and other effects as may be necessary for or incidental to the operation of aircraft; (b) navigation of or flight in said airspace; and (c) aircraft landing on, taking off from or operating at the Airport. Tenant on behalf of itself, and its subtenants, successors and assigns, hereby waives, releases and forever discharges the Landlord Parties from all claims, demands, judgments, orders, awards, liabilities, costs, attorney's fees, causes of action, administrative proceedings and lawsuits of every kind, nature or description, whether known or unknown, fixed or contingent, which Tenant or any person claiming through or under it ever had, now has or hereafter may acquire, upon or by reason of the exercise of the rights reserved under this section. It is further agreed that Landlord will have no obligation whatsoever, now or at any time in the future, to avoid or mitigate damages arising as a result of the exercise of the rights reserved under this section or the operation of the Airport. Tenant waives and releases from any liability resulting from Landlord exercising any of the rights under this section. None of the provisions of this section, or any actions taken and restrictions imposed by or at the direction of Landlord pursuant to this section, constitutes or may be considered an eviction or disturbance of Tenant's quiet enjoyment and possession of the Premises. This Lease does not create, nor will Tenant have any express or implied easement for, or other rights to, air, light, or view over, from, or about the Premises.

35. **AMERICANS WITH DISABILITIES.** Tenant shall comply with the applicable requirements of the Americans with Disabilities Act, the State of Florida Accessibility Requirements Manual, and Section 504 of the Rehabilitation Act of 1973 and any similar or successor laws, ordinances, rules, and regulations, including cooperation with Landlord, concerning the same subject matter.

36. **FEDERAL AVIATION ADMINISTRATION.** Tenant shall comply with, and this Lease is subject to, the requirements of the Federal Aviation Administration created by the Federal Government under the Civil Aeronautics Act of 1938 (the



“FAA”). Without limiting the generality of the foregoing, Tenant acknowledges and agrees that it shall not be deemed unreasonable for Landlord to withhold consent to any Alterations determined to be a potential hazard to air navigation by Landlord.

37. NON-DISCRIMINATION.

37.1 Tenant, for itself, its successors in interest, and permitted assigns, as a part of the consideration for this Lease, hereby covenants and agrees that:

37.1.1 In the event facilities are constructed, maintained, or otherwise operated on the Premises for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Tenant will maintain and operate such facilities and services in compliance with all requirements imposed by the nondiscrimination acts and regulations listed in the Nondiscrimination Authorities (as hereinafter defined), as may be amended, such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

37.1.2 No person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of these facilities.

37.1.3 In the construction of any improvements on, over, or under the Premises and the furnishing of services on them, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

37.1.4 Tenant will use the Premises in compliance with all other requirements imposed by or pursuant to the Nondiscrimination Authorities.

37.2 In the event of breach of any of the above nondiscrimination covenants, Landlord will have the right to terminate this Lease and to enter, re-enter, and repossess the Premises, and hold the same as if this Lease had never been made or issued. This Lease will not be terminated pursuant to this section until the procedures of 49 C.F.R. Part 21 are followed and completed, including, the exercise or expiration of appeal rights.

37.3 For purposes of this section, the term “Non-Discrimination Authorities” includes, but is not limited to, the non-discrimination statutes, regulations and authorities listed in Appendix “E” of Appendix “4” of FAA Order 1400.11, Non-discrimination in Federally-Assisted Programs at the Federal Aviation Administration, as may be amended.

37.4 Tenant shall comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates Tenant for the period during which Federal assistance is extended to the Airport through the Airport Improvement Program. In cases where Federal assistance provides, or is in the form of personal property; real property or interest therein; structures or improvements thereon, this provision obligates Tenant for the longer of the following periods: (a) the period during which the Premises is used by Landlord or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which Landlord or any transferee retains ownership or possession of the Premises.

38. PUBLIC ENTITY CRIMES. As provided in Section 287.132-133, Florida Statutes, by entering into this Lease or performing any work in furtherance hereof, Tenant certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the effective date of this Lease. This notice is required by Section 287.133(3) (a), Florida Statutes.

39. SCRUTINIZED COMPANIES. As provided in Section 287.135, Florida Statutes, by entering into this Lease or performing any work in furtherance of this Lease, Tenant certifies that it, its affiliates, suppliers, subcontractors and consultants who perform hereunder, have not been placed on the Scrutinized Companies Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to Section 215.4725, Florida Statutes, or is engaged in business operations in Cuba or Syria. If Landlord determines, using credible information available to the public, that a false certification has



been submitted by Tenant, this Lease may be terminated and a civil penalty equal to the greater of Two Million Dollars (\$2,000,000) or twice the amount of this Lease shall be imposed, pursuant to Section 287.135, Florida Statutes.

40. **GENERAL PROVISIONS.**

40.1 **Amendment.** The parties may amend this Lease only by a written agreement of the parties that identifies itself as an amendment to this Lease.

40.2 **Interpretation.** A list of items following the word "include" or any of its associated verb forms does not necessarily constitute an exhaustive list. A list of items following the word "comprise" or any of its associated verb forms does constitute an exhaustive list.

40.3 **Severability.** If any provision of this Lease is determined to be invalid, illegal, or unenforceable, then the remaining provisions of this Lease will remain in full force, if the essential provisions of this Lease for each party remain valid, binding, and enforceable.

40.4 **Conditions.** There are no conditions precedent to the effectiveness of this Lease, other than those expressly stated in this Lease.

40.5 **Counterparts.** This Lease may be executed by the parties signing different counterparts of this Lease, which counterparts together will constitute the agreement of the parties. Landlord and Tenant intend that faxed or PDF format signatures constitute original signatures binding on the parties.

40.6 **Binding Effect.** This Lease binds and inures to the benefit of the heirs, personal representatives, and, except as otherwise provided, the successors and assigns of the parties to this Lease.

40.7 **Survival.** Any liability or obligation of Landlord or Tenant arising during the Lease Term will survive the expiration or earlier termination of this Lease.

40.8 **Governing Law.** The laws of the State of Florida, without giving effect to its choice-of-law principles, govern all matters arising under or relating to this Lease.

40.9 **Radon Gas.** The following notification is provided under Section 404.056(5), Florida Statutes: "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 health department."

40.10 **Corporate Seal.** The scroll seal set forth immediately below the signature of the individual executing this Lease on Tenant's behalf has been adopted by the corporation as its seal for the purpose of execution of this Lease and the scroll seal has been affixed to this Lease as the seal of the corporation and not as the personal or private seal of the officer executing this Lease on behalf of the corporation.

40.11 **Exhibits.** All exhibits, riders, and addenda attached to this Lease shall, by this reference, be incorporated into this Lease. The following exhibits are attached to this Lease:

- LEASE RIDER
- EXHIBIT "A" - Legal Description and/or Sketch of the Premises
- EXHIBIT "B" - Description of the Project
- EXHIBIT "C" - Landlord's Environmental Protection Policy
- EXHIBIT "D" - Tenant Improvements

41. **GUARANTY.** N/A

42. **CONSTRUCTION; MERGER.** THIS LEASE HAS BEEN NEGOTIATED "AT ARM'S-LENGTH" BY LANDLORD AND TENANT, EACH HAVING THE OPPORTUNITY TO BE REPRESENTED BY LEGAL COUNSEL OF ITS



CHOICE AND TO NEGOTIATE THE FORM AND SUBSTANCE OF THIS LEASE. THEREFORE, THIS LEASE WILL NOT BE MORE STRICTLY CONSTRUED AGAINST EITHER PARTY BECAUSE ONE PARTY MAY HAVE DRAFTED THIS LEASE. THIS LEASE CONSTITUTES THE ENTIRE AGREEMENT OF THE PARTIES CONCERNING THE MATTERS COVERED BY THIS LEASE. ALL PRIOR UNDERSTANDINGS AND AGREEMENTS HAD BETWEEN THE PARTIES CONCERNING THOSE MATTERS, INCLUDING ALL PRELIMINARY NEGOTIATIONS, LEASE PROPOSALS, LETTERS OF INTENT, AND SIMILAR DOCUMENTS, ARE MERGED INTO THIS LEASE, WHICH ALONE FULLY AND COMPLETELY EXPRESSES THE UNDERSTANDING OF THE PARTIES. THE PROVISIONS OF THIS LEASE MAY NOT BE EXPLAINED, SUPPLEMENTED, OR QUALIFIED THROUGH EVIDENCE OF TRADE USAGE OR A PRIOR COURSE OF DEALINGS.

43. **NO RELIANCE.** EACH PARTY AGREES IT HAS NOT RELIED UPON ANY STATEMENT, REPRESENTATION, WARRANTY, OR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THIS LEASE.

44. **EFFECTIVENESS.** SUBMISSION OF THIS LEASE BY LANDLORD IS NOT AN OFFER TO ENTER INTO THIS LEASE BUT RATHER A SOLICITATION FOR SUCH AN OFFER BY TENANT. LANDLORD WILL NOT BE BOUND BY THIS LEASE UNTIL LANDLORD HAS EXECUTED IT AND DELIVERED IT TO TENANT.

45. **JURY WAIVER; COUNTERCLAIMS.** LANDLORD AND TENANT WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM INVOLVING ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH (A) THIS LEASE, THE LANDLORD/TENANT RELATIONSHIP, OR THE PREMISES, (B) TENANT'S USE OR OCCUPANCY OF THE PREMISES, OR (C) THE RIGHT TO ANY STATUTORY RELIEF OR REMEDY. TENANT FURTHER WAIVES THE RIGHT TO INTERPOSE ANY PERMISSIVE COUNTERCLAIM OF ANY NATURE IN ANY ACTION OR PROCEEDING COMMENCED BY LANDLORD TO OBTAIN POSSESSION OF THE PREMISES. THE WAIVERS SET FORTH IN THIS SECTION ARE MADE KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY BY TENANT.

[SIGNATURES ON NEXT PAGE]



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

WITNESSES:

Lori A. Hunt
Signature of Witness 1

Lori A. Hunt
Print or type name of Witness 1

[Signature]
Signature of Witness 2

Kristina Gilmore
Print or type name of Witness 2

LANDLORD:

SANFORD AIRPORT AUTHORITY, a special district of the State of Florida

By: [Signature]
Nicole Martez, Chairperson or President & CEO

ATTEST

[Signature]

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.
For the use and reliance of
Seminole County only.

Approved as to form and
legal sufficiency.

[Signature]
County Attorney

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

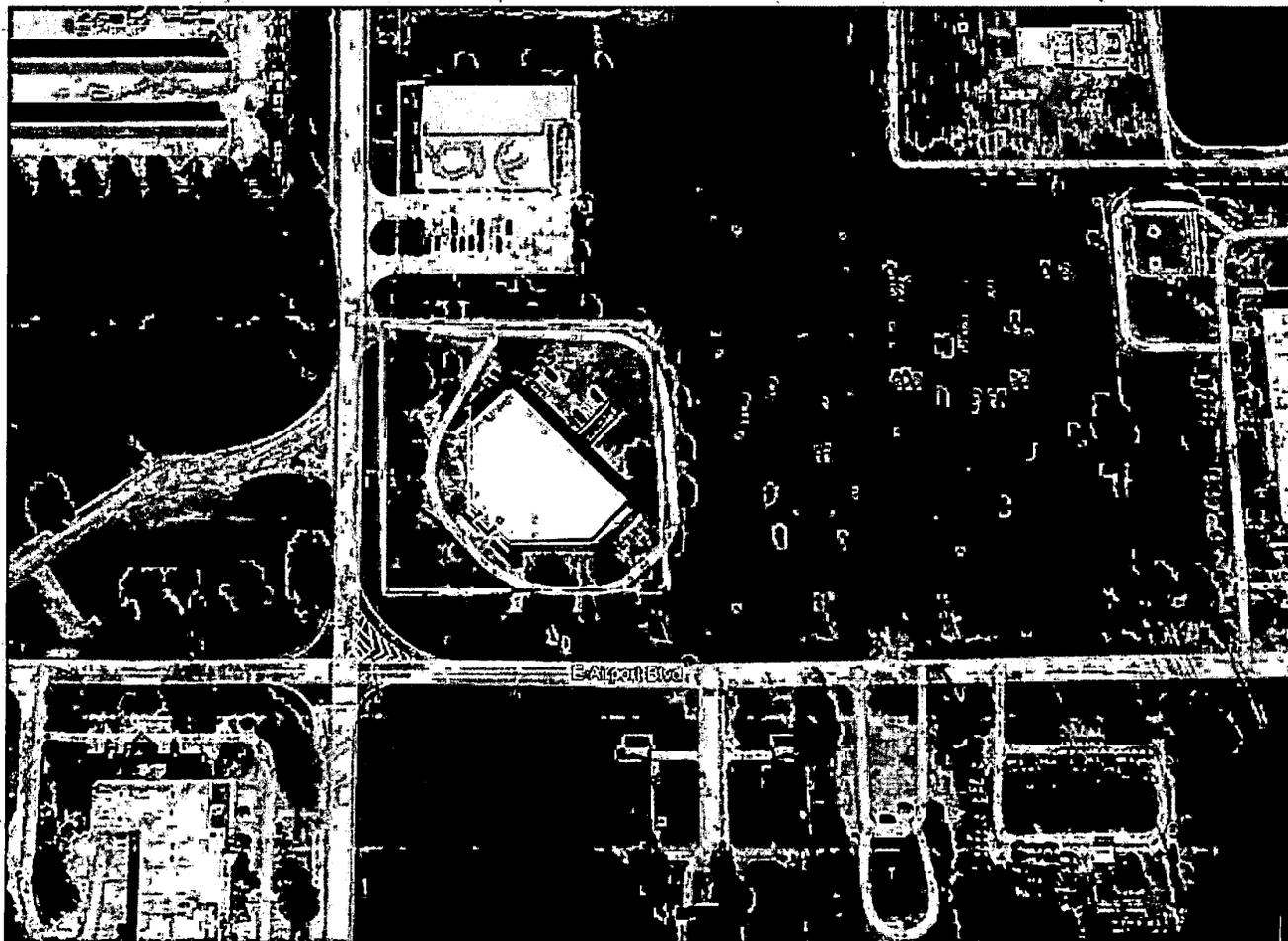
By: [Signature]
JAY ZEMBOWER, Chairman

Date: 3-12-2024

As authorized for execution by the Board of
County Commissioners at its 3/12
2024 regular meeting.

EXHIBIT "A"

LEGAL DESCRIPTION AND/OR SKETCH OF THE PREMISES



ORLDOCS 16009785 10

A-1

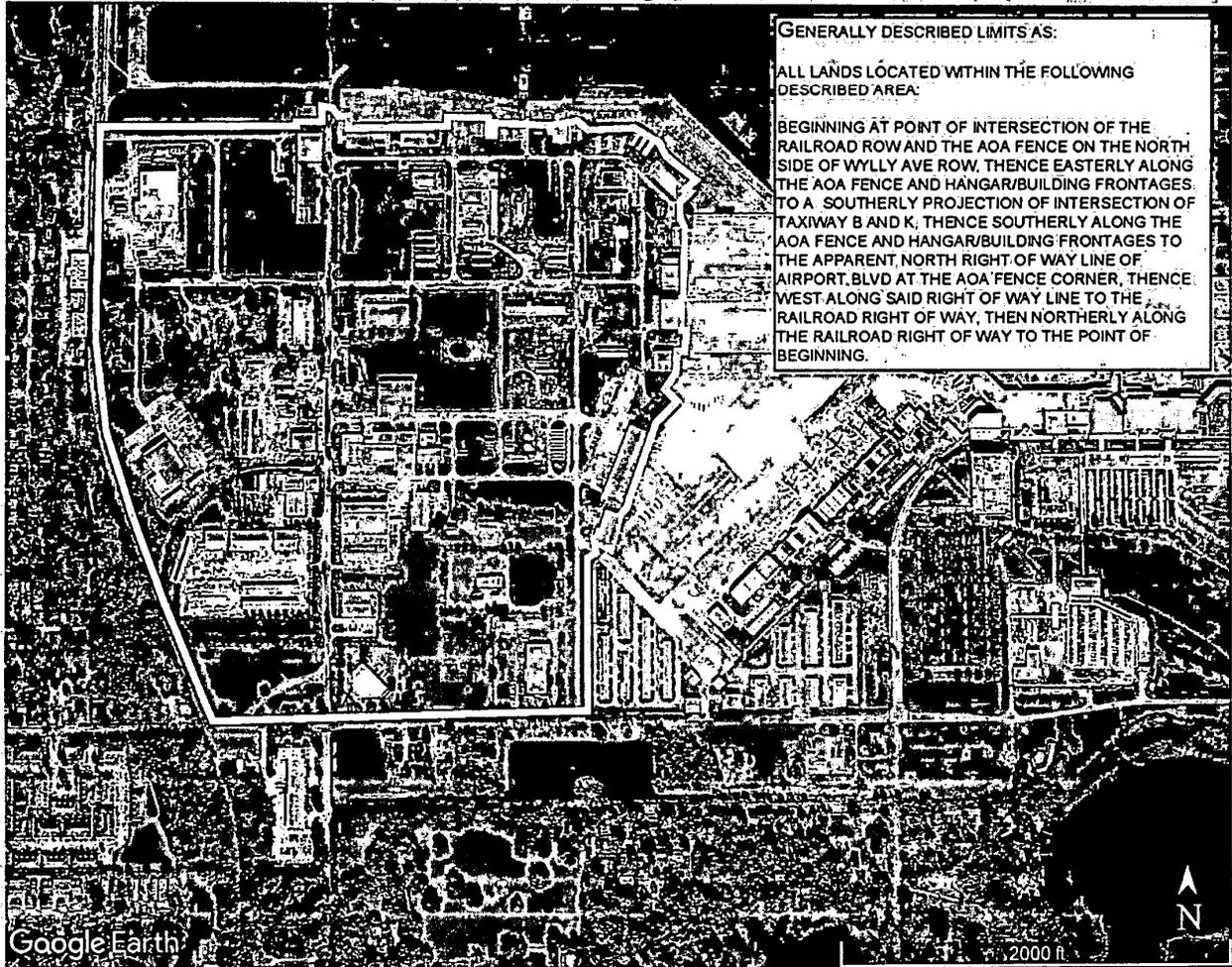
Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 04/25/2024 09:42:14 -04:00
eCertified Id: A4D7-E9DA-E2AY
Page 17 of 25

EXHIBIT "B"

DESCRIPTION OF THE PROJECT



ORLDOCS-16009785 10

B-1

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller

eCertified at 04/25/2024 09:42:14 -04:00

eCertified Id: A4D7-E9DA-E2AY

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EXHIBIT "C"
Sanford Airport Authority
Environmental Protection Policy
Lease 2023-064

The Sanford Airport Authority recognizes and strongly supports protection of the environment and adherence to federal, state and local laws, regulations and policies enacted for the protection and enhancement of the natural environment.

It shall be the policy of the Sanford Airport Authority to hold the tenant or user of the airport property responsible for environmental hazards or liability created by their activity at the Airport. Such liability includes, but is not limited to, fines, legal fees, consultant fees and all other costs required to operate or bring into compliance any activity, use or occupancy of Airport property which creates an environmental violation or hazard. Tenant specifically agrees to be responsible to the Authority for all matters stated herein.

With promulgation of this policy, it is clearly the intent of the Sanford Airport Authority to support and enhance responsible industrial activities which may incidentally create low risk, low volume quantities of environmentally hazardous or toxic materials. All such activities shall be reviewed on a case by case basis and continuously monitored by the tenant and the Authority. Such activities would generally include:

- 1) Proper handling and storage of oils, fuels, lubricants or equivalent products.
- 2) Permitted handling and storage of solvents, cleaners, paints and related cleaners.
- 3) Regulated storage of explosives and or related products.

Any proposed use of Airport property for handling of high risk or high volume hazardous or toxic materials will be reviewed on a case by case basis and may be disapproved if deemed incompatible with Airport needs, standards or goals. Such higher risk or higher volume activities could include:

- 1) Handling or use of radioactive materials.
- 2) Dumping on Airport property.
- 3) Waste incineration on Airport property.
- 4) Hazardous or toxic waste storage on Airport property.

All tenants or users of Airport property who are involved in the use, storage, manufacture or recycling of regulated materials or substances are required to be insured in order that the Sanford Airport Authority and the City of Sanford are indemnified against environmental risk. The required insurance shall be determined by the Authority and must effectively address the comprehensive potential loss created by the user or tenant activity. At the Authority's discretion, the tenant may be asked to substitute a cash deposit, letter of credit or bond in lieu of insurance. Limits of insurance coverage or deposits may be adjusted from time to time at the sole discretion of the Authority.

In addition to insurance or deposit covering financial loss, the Authority independently may also require the development of an emergency plan which covers the Airport tenant's or user's action in the event of an environmental emergency.

It shall be the ongoing responsibility of each tenant or user of Airport property to maintain all required insurance, licenses, records, permits or training standards in line with all applicable governmental requirements. All insurance shall provide a one hundred and twenty (120) days prior notice of non-renewal to the Sanford Airport Authority and loss of required licenses to operate shall be deemed just and sufficient cause to terminate the lease or use of the Airport. Sixty (60) days prior to non-renewal or cancellation of any environmental insurance policy, the Authority may commence clean-up activities thereunder or utilize such deposits or insurance proceeds as may be available to bring an offending activity into compliance.



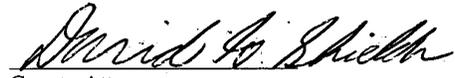
ACKNOWLEDGED AND AGREED TO THIS 12 DAY OF March, 2024

ATTEST:



GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.
For the use and reliance of
Seminole County only.

Approved as to form and legal
sufficiency.


County Attorney

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:


JAY ZEMBOWER, Chairman

Date:

MAR 12 2024

As authorized for execution by the Board of
County Commissioners at its 3/12
2024 regular meeting.



EXHIBIT "D"

TENANT IMPROVEMENTS

1. **Tenant's Work.** Tenant shall, at its sole cost and expense, perform all work necessary, or desirable for Tenant's occupancy of the Premises (the "**Tenant's Work or Improvements**"). Prior to performing any Tenant Improvements, Tenant shall furnish to Landlord, for Landlord's written approval, two (2) complete permit sets (final construction drawings) of plans and specifications for the Tenant's Work (the "**Plans**"). The Plans must include the following: fully dimensioned architectural plan; electric/telephone outlet diagram; reflective ceiling plan with light switches; mechanical plan; furniture plan; electric power circuitry diagram; plumbing plans; all color and finish selections; all special equipment and fixture specifications; and fire sprinkler design drawings. Tenant shall submit the approved Plans to applicable building authorities for permit within five (5) days following Landlord's approval and Tenant shall thereafter diligently pursue obtaining its building permits. The Plans must be prepared by a licensed architect and the electrical and mechanical plans must be prepared by a licensed professional engineer. The Plans must be produced on CAD. The architect and engineer will be subject to Landlord's approval, which Landlord shall not be unreasonably withhold. The Plans must comply with all applicable laws, ordinances, directives, rules, regulations, and other requirements imposed by any and all governmental authorities having or asserting jurisdiction over the Premises. Landlord shall review the Plans and either approve or disapprove them within a reasonable period of time. If Landlord disapproves them, then Tenant shall make any necessary modifications and resubmit the Plans to Landlord in final form within ten (10) days following receipt of Landlord's disapproval of them. Tenant shall thereafter diligently pursue obtaining its building permits for the Tenant's Work. The approval by Landlord of the Plans or any similar plans and specifications for any other improvements or the supervision by Landlord of any work performed on behalf of Tenant does not and will not: (a) imply Landlord's approval of the quality of design or fitness of any material or device used; (b) imply that the Plans are in compliance with any codes or other requirements of governmental authority; (c) impose any liability on Landlord to Tenant or any third party; or (d) serve as a waiver or forfeiture of any right of Landlord.

Tenant's Work must be constructed by a general contractor selected and paid by Tenant and approved by Landlord. The general contractor shall obtain a payment and performance bond in form complying with Section 713.23, Florida Statutes. A copy of the bond, the contractor's license(s) to do business in the jurisdiction(s) in which the Premises are located, the fully executed contract between Tenant and the general contractor, the general contractor's work schedule, list of all subcontractors, and all building or other governmental permits required for the Tenant's Work must be delivered to Landlord before commencement of the Tenant's Work. Tenant shall cause the Tenant's Work to be completed promptly and with due diligence. Unless approved by Landlord in its sole discretion, Tenant shall not have access to the Premises for the commencement of the Tenant's Work until Tenant and its vendors and contractors have obtained all governmentally required permits for Tenant's Work. Tenant's Work must be performed in accordance with the Plans and must be done in a good and workmanlike manner using new materials in accordance with building standards. All work must be done in compliance with all other applicable provisions of this Lease and with all applicable laws, ordinances, directives, rules, regulations, and other requirements of any governmental authorities having or asserting jurisdiction over the Premises, including the making of any alterations or improvements to the Premises that are required to comply with the ADA. Tenant shall pay any impact, utility, or similar fees or assessments (including sales taxes) arising from the Tenant's Work or occupancy. Before the commencement of any work by Tenant, Tenant shall furnish to Landlord certificates evidencing the existence of builder's risk, commercial general and auto liability, and workers' compensation insurance complying with the requirements for contractors set forth in the Alterations section of this Lease, or as otherwise required by Landlord. Any damage to any part of the Premises that occurs as a result of Tenant's Work must be promptly repaired by Tenant.

2. **Compliance.** Tenant shall also ensure compliance with the following requirements concerning construction, including all future Alterations:

2.1 Tenant and all construction personnel shall abide by Landlord's job site rules, requirements, and regulations (whether supplemental or additional to the requirements set forth in this Lease), and fully cooperate with Landlord's construction representatives in coordinating all construction activities, including rules and regulations concerning working hours, parking, and use of the construction elevator, if applicable.

2.1.1 Tenant will be responsible for cleaning up any refuse or other materials left behind by construction personnel at the end of each work day.

2.1.2 Tenant shall deliver to Landlord all forms of approval provided by the appropriate local governmental authorities to certify that the Tenant Improvements have been completed and the Premises are ready for occupancy, including original



building permit and a final, unconditional Certificate of Occupancy or its equivalent, including a Certificate of Completion or Certificate of Final Inspection.

2.1.3 At all times during construction, Tenant shall allow Landlord access to the Premises for inspection purposes. On completion of the Tenant Improvements, Tenant's general contractor shall review the Premises with Landlord and Tenant and secure Landlord's and Tenant's acceptance of the Tenant Improvements.

2.1.4 Workers shall provide their own temporary toilet facilities, trash facilities, water coolers, and construction materials dumpsters and shall locate them along with any construction trailers or field offices in areas specifically designated by Landlord.

2.1.5 Any work that may disturb other tenants (including welding, cutting torch, drilling or cutting of the concrete floor slab or temporary interruption of any utility service and painting or spraying of chemicals, varnishes, lacquers, finishes, or paint), shall only occur before or after normal business hours and as otherwise specified by Landlord.

2.1.6 The contractor shall make all utility connections, furnish any necessary extensions, and promptly and professionally remove such connections and extensions on completion of work.

2.1.7 Any work that will involve the draining of a sprinkler line or otherwise affect the building's fire sprinkler system must be approved by Landlord in advance. In all instances where this is done, the system must not be left inoperable overnight or over a prolonged period.

2.1.8 All equipment installed must be compatible with the base building fire alarm system and the contractor shall perform work related to any connection to the base building fire alarm system only after proper notification to Landlord and on an after-hours basis. Any disruption to the existing fire alarm system or damage as a result of contractor's work will be the sole responsibility of Tenant.

2.1.9 All additional electrical circuits added to existing electrical panels or any new circuits added to new electrical panels must be appropriately labeled as to the area or equipment serviced by the circuit in question. Any electrical panel covers removed to facilitate installation or connection must be reattached.

2.1.10 All workers must stay in their designated work areas and the use of radios, loud music, alcoholic beverages, narcotics, or smoking of any kind is prohibited, whether electronic or otherwise.

2.1.11 Any roof opening required at the Premises must be performed by Landlord's roofing contractor, at Tenant's expense. Such openings include supporting structures, angles, curbs, flashing ducts, and vents and grills. Landlord may refuse to approve such roof opening request if it may affect the roof's structural system, may void the roof warranty, or may otherwise affect the integrity of the roofing system.

2.1.12 Tenant shall deliver copies of all Notices to Owner received from subcontractors, vendors, trade contractors and all others giving Notice to Owner under applicable Construction Lien Law within five (5) days of receipt of such notices.

2.1.13 Upon completion of the Tenant Improvements Tenant shall also deliver to Landlord two (2) complete copies of each of the following: (a) "as-built" construction documents in PDF file format on CDs; (b) general contractor's one-year warranty and subcontractor warranties, as well as factory warranties on equipment installed; (c) fire sprinkler system permit set of drawings (if required by governmental authorities); (d) final payment application from general contractor; (e) final releases of lien from Tenant's general contractor and all lienors giving notice as defined in the Florida Construction Lien Law (in form required by Landlord) and a final contractor's affidavit from the general contractor in accordance with the Florida Construction Lien Law, indicating all "lienors" have been paid in full; and (f) documentation from the applicable governmental agency evidencing that all final inspections have been completed and all building and other governmental permits have been closed and evidence that any Notice of Commencement filed in connection with the Tenant Improvements has been duly terminated in accordance with the requirements of Florida Construction Lien Law.

3. If Tenant engages Landlord, or its agent or contractor to supervise the performance of Tenant's Work and any Alterations, then Tenant shall pay to Landlord an amount equal to 5% of the cost of the work, as a supervisory fee.

LEASE RIDER

[OPTIONAL PROVISIONS]

LANDLORD: SANFORD AIRPORT AUTHORITY, a special district of the State of Florida

TENANT: Seminole County, a charter county and political subdivision of the State of Florida

LEASE DATE: April 1, 2024

This Lease Rider is hereby incorporated into and made a part of the above-referenced Lease between Landlord and Tenant. In the case of any inconsistency between the provisions of this Lease Rider and the balance of this Lease, the provisions of this Lease Rider will govern and control.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the parties agree as follows:

1. **AIRSIDE PROPERTIES.** Tenant shall comply with Landlord's security procedures, including requirements for ramp permits and security badges.

2. **OPTION TO EXTEND.**

2.1 Tenant will have the option to extend the Lease Term for three (3) one-year renewals, on the same terms and conditions as provided in this Lease, except that, for the extended Lease Term:

2.1.1 Upon exercise of Tenant's option to extend the Lease Term, this Lease, as extended, will not contain any further option to extend as provided in this Lease Rider.

2.1.2 The Base Rent will be determined as set forth below, but in no event will it be less than the Base Rent payable for the 12-month period immediately preceding the current expiration date of the Lease Term; and

2.1.3 Landlord will have no obligation to perform any alterations or tenant improvements or other work in the Premises and Tenant shall continue possession of the Premises in its "as-is," "where-is," and "with all faults" condition.

2.2 The exercise of the option set forth in this Lease Rider will only be effective on, and in strict compliance with, the following terms and conditions:

2.2.1 Notice of Tenant's exercise of the option (the "Extension Notice") must be given by Tenant to Landlord no earlier than 15 months and no later than nine months before the expiration date of the Lease Term. **TIME WILL BE OF THE ESSENCE AS TO THE EXERCISE OF ANY ELECTION BY TENANT UNDER THIS LEASE RIDER.**

2.2.2 At the time of Tenant giving Landlord notice of its election to extend the Lease Term and on the expiration of the Lease Term, this Lease will be in full force and effect, Tenant shall not be in default under any of the terms, covenants, and conditions of this Lease beyond any applicable grace period, and Tenant's financial condition must be equal to or better than its financial condition on the Date of this Lease.

2.2.3 The rights granted to Tenant under this Lease Rider are personal to the original named Tenant in this Lease and may not be assigned or exercised by anyone other than such Tenant and only while such Tenant is in possession of the entire Premises.

2.3 The Base Rent will be a sum equal to the fair market renewal rental value of the Premises for the extended Lease Term, based on and taking into account the rentals at which extensions or renewals of leases are being concluded for comparable space and comparable buildings in the Sanford, Florida area at that time and for such a term and taking into account the terms and conditions of this Lease and anticipated inflation during the extended Lease Term (the "Fair Market Rental Value" or the "Value").



2.4 Within thirty (30) days after receipt of the Extension Notice, Landlord shall advise Tenant of the applicable Fair Market Rental Value for the extended Lease Term.

2.5 All options to extend the Lease Term as set forth in this Lease Rider will be null and void if Landlord and Tenant enter into any agreement extending the Lease Term on terms different than those set forth in this section.

[SIGNATURES ON NEXT PAGE]



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

WITNESSES:

[Signature]
Signature of Witness 1

Lori A. Hunt
Print or type name of Witness 1

[Signature]
Signature of Witness 2

Kristina Gilmore
Print or type name of Witness 2

LANDLORD:

SANFORD AIRPORT AUTHORITY, a special district of the State of Florida

By: [Signature]
Nick G. Mate Chairperson or President & CEO

ATTEST:

[Signature]
GRANT MALOY

Clerk to the Board of
County Commissioners of
Seminole County, Florida.
For the use and reliance of
Seminole County only.

Approved as to form and legal
sufficiency.

[Signature]
County Attorney

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: [Signature]
JAY ZEMBOWER, Chairman

Date: MAR 12 2024

As authorized for execution by the Board of
County Commissioners at its 3/12
2024 regular meeting.