

Seminole Community College  
HEATHROW CENTER LEASE

THIS LEASE, (the "Lease") made and entered into as of the 19 day of September, 2006 by and between the District Board of Trustees for Seminole Community College, Florida ("College"), and Board of Commissioners for Seminole County ("County").

WITNESSETH:

ARTICLE I

Reference Provision, Leased Premises & Term

Section 1.1. Reference Provisions. Where used in this Lease, the designated terms hereinafter set forth shall have the meanings ascribed thereto by the provisions of this Section 1.1:

- (a) **"Heathrow Center"** – that certain real property (the "Site") more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein together with all improvements now located or hereinafter erected thereon, less any deletions pursuant to this Lease, plus such additions as the College may from time to time designate as comprising part of the Heathrow Center ("the Center").
- (b) **"Leased Premises"** – that certain space located in the Heathrow Center containing approximately 1,859 gross square feet and being shown as "exclusive space" and "shared use space" on the Leased Premises ("Site Plan") attached hereto as Exhibit "B" and by this reference incorporated herein.
- (c) **"Term"** – the period of time commencing April 1, 2007 or earlier if the Center is available for occupancy, and ending March 31, 2032, unless extended or sooner terminated as herein provided, at 12 o'clock (midnight) on the 24th annual anniversary of the Rental Commencement Date (as herein below defined).
- (d) **"Lease Year"** – each period (during the Term of twelve (12) Calendar months which begins on the Rental Commencement Date (as herein below defined) or on any annual anniversary thereof, or such shorter period (if any) which begins as aforesaid and ends on the date of the termination of this Lease.
- (e) **"Minimum Rent"** – the Minimum Rent shall be \$34,392.00 per year payable monthly in advance in equal installments of \$2,866.00 each beginning on the "Rental Commencement Date" (as herein below defined).
- (f) **"County's Share of Common Area Costs"** – as specified in Section 2.2.
- (g) **"Use"** – County shall use the Leased Premises solely for the purpose of conducting the economic development business of the County and for no other purpose whatsoever.
- (h) **"Common Area"** – all areas and facilities in the Center designated for the general use, common, of occupants of the Center, including the County hereunder, its officers, agents, employees and customers. Common Areas shall include parking

areas, sidewalks, canopies, roadways, loading platforms, washrooms, ramps and landscaped areas.

- (i) **"Security Deposit"** – No security deposit shall be charged.
- (j) **"Prepayment"** - \$ - 0 - .
- (k) **"Construction Obligations"** – as specified in Article III.
- (l) **"Addresses for Notices"** –

To College: Seminole Community College  
Attn: President  
100 Weldon Boulevard  
Sanford, Florida 32773-6199

To County: Administrative Services-Support Services  
Attn: Principal Analyst  
200 W. County Home Road  
Sanford, Florida 32773

Section 1.2 Granting of the Leased Premises. College hereby leases to County and County hereby rents from College the Leased Premises. Provided County is not in default hereunder, County shall be entitled to non-exclusive use of the Common Areas of the Site unless herein noted throughout the Term of the Lease.

College may make limited relocations of the Leased Premises and may increase, reduce or change the number, dimensions or location of the improvements comprising the Center in any manner whatsoever as College shall deem proper; provided, however, that College may not substantially alter the location of the Leased Premises as shown on the Site Plan without the prior written consent of County.

It is expressly understood and agreed that nothing herein contained shall be constructed as a grant or rental of or a conveyance of any rights in the roof or exterior of the building or buildings of which the Leased Premises constitute a part; the air space (occupied or not) below a horizontal elevation plane coterminous with the finished floor level of the Leased Premises; or of the land upon which the Leased Premises are located.

Section 1.3 Usable Square Feet. The term "Usable Square Feet" or "USF" as used in this Lease shall mean the actual number of square feet of floor space within the Leased Premises and any area outside the Leased Premises which is exclusively appropriated for use by County; subject, however, to the limitations of Section 1.2 hereof. The Usable Square Feet of the Leased Premises shall be finally determined by College's Architect on or before the "Rental Commencement Date" (as herein below defined), and shall be calculated by measuring from the center line of interior or party walls and from exterior faces of exterior walls.

Section 1.4 Acceptance of Leased Premises. By opening for business, County shall be deemed to have accepted the Leased Premises, to have acknowledged that the same are in condition called for hereunder and to have agreed that as of that date all of the obligations imposed upon College under this Lease have been fully performed.

Section 1.5 Quiet Enjoyment. County, upon paying the rents herein reserved and performing and observing all other terms, covenants and conditions of this Lease on County's part to be performed and observed, shall peaceably and quietly have, hold and enjoy the Leased Premises during the Term, subject, nevertheless to the terms of this Lease and to any mortgages, ground or underlying leases, agreements and encumbrances to which this Lease is or may be subordinated.

Section 1.6 Rental Commencement Date. Except as herein provided to the contrary, the phrase "Rental Commencement Date" shall mean the thirtieth (30) calendar day from the day on which possession of Leased Premises shall be tendered to County by College. In the event the Rental Commencement Date shall not have occurred within three (3) years of the date of this Lease, this Lease shall be automatically null and void and of no force and effect. This Lease shall commence on April 1, 2007 or earlier provided that the Center is available for occupancy. College shall confirm said date in writing by sending notice thereof to County. If the date designated in such notice as the Rental Commencement Date is not disputed by County in writing within ten (10) days of receipt, such date shall be deemed the agreed upon Rental Commencement Date.

## **ARTICLE II**

### **Rent and Other Charges**

Section 2.1 Minimum Rent. County shall pay to College without previous demand therefore and without any setoff or deduction whatsoever, except as expressly provided in this Lease, the Minimum Rent provided in Section 1.1 (e), as adjusted in this Section 2.1, payable in equal monthly installments, in advance, on the first day of each and every calendar month throughout the Term. The Minimum Rent shall commence to accrue on the Rental Commencement Date. The first full rental payment date hereunder shall be the first day of the first calendar month following the Rental Commencement Date and on that date County shall pay to College the Minimum Rent set forth in Section 1.1 (e) for the month beginning on such date plus a proportionate amount thereof for the period, if any, beginning on the Rental Commencement Date and ending on the day preceding such first full rental payment.

The Minimum Rent shall be increased at the beginning of each Lease Year in accordance with the following schedule:

Lease Year #1 through #10	-	\$ 0 per year
Lease Years #11 through #15	-	\$ 2,000 per year
Lease Years #16 through #20	-	\$ 1,500 per year
Lease Years #21 through #25	-	\$ 1,000 per year

Section 2.2 Common Area Charges. Commencing with the Rental Commencement Date and thereafter during the Term hereof, County will pay to College, as additional rent, an annual charge, without deduction or setoff, equal to \$ 0 per square foot per Usable Square Feet of the Leased Premises.

Section 2.3 Utilities Charges. During the first four (4) years of the Term of the Lease, County shall pay promptly, as additional rents, as and when the same become due and payable, (\$0) water, rates and charges, zero \$ 0 sewer rates and charges, and zero \$ 0 for ventilating and lighting systems supplied to the Leased Premises. If any such utilities are not separately metered or assessed or are only partially separately metered or assessed and are used in common with others in the Center, County will pay to College a zero (0%) share of such charges for the utilities used in common based on square footage of floor space leased to each tenant to the total square footage leased to all tenants using such common facilities in addition to County's payments of the separately metered charges. In addition, County shall pay zero (0%) "tap" or "impact" fees charged for connection of utilities to the Leased Premises, as well as zero (0%) proportionate share of any and all security deposits charged by the providers of such utilities.

Cost of utilities will be reviewed every five (5) years. If the cost of any utilities for the Center increases beyond a total of fifteen percent (15%) over any previous five year period, the County will pay to College an increase in Minimum Rent equal to twenty percent (20%) times the percentage of any increase in utilities beyond fifteen 15%.

In the alternative, College may install re-registering meters and collect any and all utility charges as aforesaid from County, making returns to the public utility company or governmental unit, provided that County shall not be charged for the same services if furnished direct to the Leased Premises by such companies or governmental units. At the option of College, any utility or related service which College at any time elects to provide to the Leased Premises may be furnished by College or any agent employed by or independent contractor selected by College, and County shall accept the same therefrom to the exclusion of all other suppliers so long as the rates charged by the College or by the supplier of such utility or related services are competitive.

As used in this Section 2.3, "Utility Charges" do not include telephone, fax, internet, local area network or other services related to the costs of technology. These charges shall be fully paid by County.

### **ARTICLE III**

#### **Construction Provided by College**

The Center shall be constructed by College and the Leased Premises shall be delivered to the County as turnkey in accordance with the space plan provided in Exhibit "C" annexed hereto and made a part hereof.



## ARTICLE IV

### Use of Leased Premises

Section 4.1 Use of Leased Premises. County agrees to use the Leased Premises only for the permitted uses set forth in Section 1.1 (g) and for no other purpose.

County covenants that the Leased Premises shall during the Term of this Lease, be used only and exclusively for lawful and moral purposes, and no part of the Leased Premises or improvements thereon shall be used in any manner whatsoever for any purposes in violation of the laws, ordinances, regulations, or orders of the United States, or the State, County and/or City where the Leased Premises are located. County shall comply with all such laws, ordinances, regulations or orders now in effect or hereafter enacted or passed during the Term of this lease insofar as the Leased Premises and any signs of the County are concerned, including, but not limited to zoning ordinances, building codes and fire codes, and shall make at County's own cost and expense all additions and alterations to the Leased Premises ordered or required by such authorities, whether in order to meet the special needs of County, or by reason of the occupancy of County, or otherwise; provided, however, County shall not be required to make structural alterations to the Leased Premises.

Section 4.2 Joint Opening of Center. In order to effect a joint opening of the Center, County upon written request from College, shall delay the opening of its operation for a period not to exceed thirty (30) days from the date it would otherwise have opened the Center for business and in such event and notwithstanding Sections 1.1(c) and 1.6 hereof, the Term shall commence on the date of the joint opening of the Center. Notwithstanding the Commencement Date of the Term of this Lease, if the County is able to occupy the Leased Space before April 1, 2007, the College will waive any Minimum Rent due the College through April 1, 2007.

Section 4.3 Continuous Operation by County. County agrees that the Center is an interdependent enterprise, that the Center's success is dependent on the continued operation of County's business for the benefit of all involved, and that maintenance of the character and quality of the Center is enhanced by the continued occupancy of the Leased Premises and the regular conduct of County's business therein. Accordingly, County agrees to open the Leased Premises for business on the Rental Commencement Date provided in Section 1.6 hereof and operate one hundred percent (100%) of the Leased Premises during the entire Term under the name set forth in this lease or such other name as College may approve in writing, with due diligence and efficiency. A vacation of premises or cessation of operations by any other party in the Center shall not in any way release County from County's obligations under this Lease, such obligations being independent covenants of this Lease.

Section 4.4 Additional Covenants of County. County's use of the Leased Premises and the Common Areas shall be subject at all times during the Term to reasonable rules and regulations adopted by College not in conflict with any of the express provisions hereof governing the use of the parking areas, walks, driveways, passageways, signs, exteriors of building, lighting, and other matters affecting other tenants in and the general management and appearance of the Center. County agrees to comply with all such rules and regulations upon notice to County from College. County expressly agrees as follows:

- (a) All deliveries to or from the Leased Premises shall be done only at such times, in the areas and through the entrances designed for such purposes by College.
- (b) All garbage and refuse shall be kept inside the Leased Premises in the kind of container specified by College, and shall be placed outside of the Leased Premises prepared for collection in the manner and at the times and places specified by College. If College shall provide or designate a service for picking up refuse and garbage, County shall use same at County's cost. County shall pay the cost of removal of any of County's refuse and garbage and maintain all common loading areas in a clean manner satisfactory to the College. If any part of the County's business shall consist of the preparation and/or sale of food, County shall provide refrigerated garbage containers at County's expense for the disposal of its food scraps and refuse. County shall use any trash compactor College provides for the general use of County or occupants of the Center in a designated area of the Center.
- (c) No radio or television aerial or other device shall be erected on the roof or exterior walls of the Leased Premises or the building in which the Leased Premises are located without first obtaining in each instance the College's consent in writing. Any aerial or device installed without such written consent shall be subject to removal at County's expense without notice at any time.
- (d) Loud speakers, televisions, phonographs, radios, tape players or other devices shall not be used in a manner so as to be heard or seen outside of the Leased Premises without the prior written consent of College nor shall County solicit business or distribute advertising or promotional material in the Common Areas.
- (e) The plumbing facilities shall not be used for any other purposes than that for which they are constructed; no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by County. All grease traps, if any, shall be installed and maintained in accordance with applicable law and in accordance with College's requirements.
- (f) College at its expense shall contract for termite and pest extermination and for janitorial services covering the Leased Premises, to be rendered annually.
- (g) County shall not burn any trash or garbage of any kind in the Leased Premises, or within the Center.
- (h) County shall keep and maintain the Leased Premises (including, without limitation, exterior and interior portions of all windows, doors and all other glass) in a neat and clean condition.

- (i) College at its expense shall be responsible for all window-cleaning at the Leased Premises.
- (j) County shall take no action which would violate College's labor contracts, if any, affecting the Center, nor create any work stoppage, picketing, labor disruption or dispute, or any interference with the business of College or any other County or occupant in the Center or with the rights and privileges of any person lawfully in and upon said Center, nor shall County cause any impairment or reduction of the good will of the Center.
- (k) County shall pay before delinquency all license or permit fees and charges of a similar nature for the conduct of any business in the Leased Premises
- (l) County shall store and/or stock in the Leased Premises only such merchandise as County is permitted to offer for use in the Leased Premises pursuant to this lease.
- (m) County shall not conduct or permit any fire, bankruptcy, auction or "going out of business" sale (whether real or fictitious) in the Leased Premises, or utilize any unethical method of business operation.
- (n) County shall not perform any act or carry on any practice which may damage, mar or deface the Leased Premises or any other part of the Center.
- (o) County shall not use any forklift truck, tow truck or any other powered machine for handling freight in the Center except in such manner and in those areas in the Center as may be approved by College in writing.
- (p) County shall not place a load on any floor in the interior delivery system, if any, or in the Leased Premises, or in any area of the Center, exceeding the floor load which such floor was designed to carry, nor shall County install operate or maintain therein any heavy item or equipment except in such manner as to achieve a proper distribution of weight.
- (q) County shall not install, operate or maintain in the Leased Premises or in any other area of the Center any electrical equipment which does not bear underwriter's approval, or which would overload the electrical system or any part thereof beyond its capacity for proper and safe operation as determined by the College.
- (r) County shall not suffer, allow or permit any vibration, noise, light, odor, or other effect to emanate from the Leased Premises, or from any machine or other installation therein, or otherwise suffer, allow or permit the same to constitute a nuisance or otherwise interfere with the safety, comfort and convenience of College or any of the other occupants of the Center or their

customers, agents or invitees or any other individual lawfully in or upon the Center. Upon notice by College to County that any of the aforesaid is occurring, County agrees to control the same.

- (s) County shall not use or occupy the Leased Premises in any manner or for any purpose which may injure the reputation or impair the present or future value of the Leased Premises, the Center or the neighborhood in which the Center is located
- (t) County shall not store, display, sell or distribute any alcoholic beverages or any dangerous materials (including without limitation fireworks) unless specifically permitted in this Lease
- (u) County shall not use or occupy the Leased Premises or do or permit anything to be done thereon in any manner which shall prevent College and/or County from obtaining at standard rates any insurance required or desired, or which would invalidate or increase the cost to College of any existing insurance, or which might cause structural injury to any building, or which would constitute a public or private nuisance or which would violate any present or future laws, regulations, ordinances or requirements (ordinary or extraordinary, foreseen or unforeseen) of the federal, state or municipal governments, or of any department, subdivisions, bureaus or offices thereof, or of any other governmental public or quasi-public authorities now existing or hereafter created having jurisdiction in the Leased Premises or the Center of which they form a part.
- (v) County shall not operate on the Leased Premises or in any part of the Center any coin or token operated, vending machine or similar device (including without limitation, pay telephones, pay lockers, pay toilets, scales, amusement devices, and machines for the sale of beverages, foods, candy, cigarettes or other merchandise and/or commodities).
- (w) County shall conduct no business related activity in the Common Area without the express, written approval of the College.

Section 4.5 Signs, Awnings and Canopies. College may erect and maintain such suitable signs as in its sole discretion it may deem appropriate in the Center. County may erect and maintain only such sign as College may approve in accordance with the criteria set forth on Exhibit "D" attached hereto. County shall submit to College detailed drawings of its sign for review and approval by College prior to erecting said sign on the Leased Premises.

County shall keep insured and maintain such sign in good condition, repair and operating order at all times. If any damage is done to County's sign, County shall commence to repair same within five (5) days or College may at its option repair same at County's expense.

County shall not place or permit to be placed or maintained on any door, exterior wall or window of the Leased Premises any sign, awning, or canopy or advertising matter or other thing of any kind, and shall not place or maintain any decoration, lettering or advertising matter on the glass of any window or door of the Leased Premises without first obtaining College's written consent. County further agrees to maintain any such signs, awnings, canopies, decorations, lettering, advertising matter or other things as may be approved by College in good condition, operating order and repair at all times. All signs of County visible from the common areas of the Center shall be in good taste and shall conform to the standards of design, motif, and décor from time to time established by College for the Center. No flashing signs shall be permitted. No credit card signs or advertisements nor any hand-lettered signs shall be visible from the common areas. County shall install professionally lettered name signs on its service doors.

Section 4.6 Termination by County. The County may terminate this Lease for its own convenience and without penalty upon six (6) months written notice to the College.

## **ARTICLE V**

### **Insurance Required of County**

#### Section 5.1 Insurance Required of County.

(a) County shall obtain and provide, on or before the earlier of the commencement of the Term or County's entering the Leased Premises for any purpose, and keep in force at all times thereafter, the following insurance coverage with respect to the Leased Premises.

- (i) Comprehensive General Liability Insurance providing bodily injury, personal injury and property damage with contractual liability endorsement, relating to the Leased Premises and its appurtenances on an occurrence basis with a minimum single limit of \$100,000 per person and \$200,000 per incident.
- (ii) Fire and Lightning, Extended Coverage, Vandalism and Malicious Mischief and Flood (if required by College, any mortgagee or governmental authority) Insurance in an amount adequate to cover the replacement cost of all personal property, decorations, trade fixtures, signs, furnishings, equipment, and all contents therein.
- (iii) Workmen's Compensation Insurance covering all employees of County with respect to whom death or bodily injury claims could be asserted against College or County, as required by law of the State of Florida. County shall further require evidence of Workers' Compensation coverage for any third party contractor engaged by County.

(c) All of the aforesaid insurance, shall be written by one or more responsible insurance companies satisfactory to College and in form satisfactory to College; all such insurance may be carried under a blanket policy covering the Leased Premises and any other of County's properties; all such insurance shall contain endorsements that: such insurance may not be



cancelled or amended with respect to College (or its designees) except upon thirty (30) days prior written notice to College (and any such designees) by the insurance company; County shall be solely responsible for payment of premiums and that College (or its designees) shall not be required to pay any premiums for such insurance; in the event of payment of any loss covered by such policy, College (or its designees) shall be paid first by the insurance company for College's loss the minimum limits of the comprehensive general liability hereunder. County shall deliver to College at least fifteen (15) days prior to the time such insurance is first required to be carried by County, and thereafter at least fifteen (15) days prior to the expiration of such policy, either a duplicate original or a certificate of insurance on all policies procured by County in compliance with its obligations hereunder, together with evidence satisfactory to College of the payment of the premiums therefore. If County fails to obtain and provide any or all of the aforesaid insurance, then College may, but shall not be required to, purchase such insurance on behalf of County and add the cost of such insurance as additional rent payable with the next installment of Minimum Annual Rent.

#### Section 5.2 Fire Insurance Rate and Requirements.

(a) County agrees at its own expense, to comply with all of the rules and regulations of the Fire Insurance Rating Organization having jurisdiction and any similar body. If, at any time and from time to time, as a result of or in connection with any failure by County to comply with the foregoing sentence or any act of omission or commission by County, its employees, agents, contractors or licensees, or as a result of or in connection with the use to which the Leased Premises are put (notwithstanding that such use may be for the purposes hereinbefore permitted or that such may have been consented to by College), the fire insurance rate(s) applicable to the Leased Premises, or the building in which same are located, or to any other premises in said building, or to any adjacent property owned or controlled by College, or an affiliate of College, and/or to the contents in any or all of the aforesaid properties (including rent insurance relating thereto) shall be higher than that which would be applicable for the least hazardous type of occupancy legally permitted therein, County agrees that it will pay to College, on demand, as additional rent, such portion of the premiums for all fire insurance policies in force with respect to the aforesaid properties (including rent insurance relating thereto) and the contents of any occupant thereof as shall be attributable to such higher rate(s). If County installs any electrical equipment that overloads the lines in the Leased Premises or the building in which the Leased Premises are located, County shall at its own costs and expense, promptly make whatever changes are necessary to remedy such condition and to comply with all requirements of the College, and the determination of the Board of Fire Insurance Underwriters and any similar body and any governmental authority having jurisdiction thereof shall be deemed to be conclusive.

(b) County shall not engage in the preparation of food or packaged foods or engage in the use, sale or storage of inflammable or combustible material.

(c) If gas is used in the Leased Premises, County shall install at its expense gas cut-off devices (manual and automatic).

### **ARTICLE VI** **Repairs and Maintenance**

Section 6.1 Repairs by College. Within a reasonable period after receipt of written notice from County, College shall make necessary structural repairs to the exterior walls (Excluding the exterior of the frames surrounding all windows, doors, plate glass, and signs) necessary to the foundations, or load bearing items. College shall not be required to make any repairs where same were made necessary by any act or omission or negligence of County, any sub-tenant of the County or concessionaire, or their respective employees, agents, invitees, licensees, visitors or contractors, or by fire or other casualty or condemnation, except as provided by Article VIII.

In Lease Year 11 of this Lease, College will repaint all interior walls in the Leased Premises and replace all interior carpeting. The color and style of these improvements shall be determined at the sole discretion of the College.

Section 6.2 Repairs and Maintenance. College shall make and pay for all repairs to the Leased Premises and all equipment and systems serving the Leased Premises exclusively and shall replace all things which are necessary to keep the same in good state of repair and operating order, such as (but not limited to) all fixtures, furnishings, lighting and store signs of County. College shall also maintain, replace and keep in good repair and operating order all air conditioning, ventilating, plumbing, sprinklering, heating and electrical installations, ceilings, inside walls and carpeting and floor surfaces serving the Leased Premises and all exterior entrances, exterior walls, glass and show moldings, partitions, doors, floor surfaces, fixtures, equipment and appurtenances thereof in good order, condition and repair and in a reasonably satisfactory condition of cleanliness, including reasonably periodic painting of the Leased Premises, and County shall make such other necessary repairs in and to the Leased Premises not specified in Section 6.1 hereof as being the responsibility of College. County shall at its expense replace all glass or substitutes therefore, as the case may be, broken or damaged as a result of the County's negligence and shall make repairs where damage is caused as a result of County's negligence. The provisions of this Section 6.2 shall not limit College's obligation to restore or repair under Article VIII hereof in the event of fire or other casualty.

If (i) College does not repair property as required hereunder and to the reasonable satisfaction of County, or (ii) County determines that emergency repairs are necessary or (iii) repairs or replacements to the Center and/or common areas or to the Leased Premises are made necessary by any act or omission or negligence of County, its employees, sublessees, assignees, concessionaires, contractors, invitees, licensees or visitors, then in any such events College or County may make such repairs without liability to the other party for any loss or damage that may accrue to the other party's merchandise, fixtures, or other property or to the other party's business by reason thereof, and upon completion thereof, party responsible under this Lease Agreement for repairs shall pay to the other party costs for making such repairs plus twenty percent (20%) for overhead, upon presentation of a bill therefore. Said bill shall include interest from the date such repairs were billed by the contractor(s) making such repairs.

Section 6.3 Inspection. College or its representatives shall have the right to enter the Leased Premises during any business hour (and in emergency at all times) during the Term.

Section 6.4 Obstructions. County agrees to keep its areas immediately adjoining the Leased Premises free from trash, litter or obstructions, and in addition, if the Leased Premises

opens onto an outside area, to keep said outside sidewalk areas immediately adjoining the Leased Premises free from ice, snow or debris.

## **ARTICLE VII**

### **Additions and Alterations**

Section 7.1 By College. College hereby reserves the right at any time from time to time, providing visibility of and access to the Leased Premises are not materially and adversely affected, to make alterations or additions to the building in which the Leased Premises are contained, and to construct other buildings adjoining the same. College also reserves the right to construct other buildings or improvements at the Center, provided, however, that such construction or additions shall not unreasonably interfere with the operations of County's business hereunder except when such work is necessitated by emergency or required by structural need.

If an excavation shall be made upon land adjacent to the Leased Premises, County shall permit the person authorized to cause such excavation a license to enter upon the Leased Premises for the purpose of doing such work as such person deems necessary to preserve the wall of the building of which the Leased Premises form a part from damage and to support the same by proper foundations and County shall not be entitled to any claim for damages or indemnification against College.

Section 7.2 By County. No changes, alterations or improvements shall be made by County. County may request that changes, alterations or improvements be made by College, provided that any work done may be conducted so as not to interfere with the use by the College and other tenants of their premises in the Center.

## **ARTICLE VIII**

### **Damage, Destruction or Condemnation of the Leased Premises**

Section 8.1 Damage or Destruction. If all or any part of the Leased Premises shall be damaged or destroyed by fire or other casualty, the Lease shall continue in full force and effect, unless terminated as hereinafter provided, and College shall repair, restore or rebuild the Leased Premises to their condition as initially constructed by College in accordance with Exhibit "B" hereof; provided however, College shall not be obligated to commence such repair, restoration or rebuild until insurance proceeds are received by College, and College's obligation hereunder shall be limited to the proceeds actually received by College under any insurance policy or policies, if any, which have not been required to be applied towards the reduction of any indebtedness secured by a mortgage covering the Center or any portion hereof.

College's obligations under this Article VIII to repair, replace and/or rebuild the Leased Premises shall not apply to County's personal property, movable trade fixtures and contents.

County covenants and agrees to reopen for business in the Leased Premises within thirty (30) days after notice from College that the Leased Premises are ready for reoccupancy.

No damage or destruction to the Leased Premises shall allow County to surrender possession of the Leased Premises nor affect County's liability for the payment of rents or charges or any other covenant herein contained except as may be specifically provided in this Lease.

Notwithstanding anything to the contrary contained in this Section 8.1 or elsewhere in this Lease, College, at its option, may decline to repair the Leased Premises and terminate this Lease on thirty (30) days notice to County if:

- (a) The Leased Premises or the building in which the Leased Premises are located shall be damaged or destroyed as a result of an occurrence which is not covered by College's insurance; or
- (b) The Leased Premises shall be damaged or destroyed during the last three (3) years of the Term or any renewals thereof; or
- (c) Any or all of the Leased Premises, buildings or common areas of the Center are damaged (whether or not the Leased Premises are damaged) to such extent that the College, in its sole judgment, decides it does not wish to continue operation of the Center or that portion of which the Leased Premises is a part.

If the Leased Premises shall be damaged or destroyed and in the event that College has elected to continue this Lease, College and County shall commence their respective obligations under this Article as soon as is reasonably possible and prosecute the same to completion with all due diligence.

In the event of any termination of this Lease under the Provisions of this Section 8.1, this Lease shall terminate at the end of the calendar month in which such notice of termination is given.

The Minimum Rent shall be abated proportionately with the degree to which County's use of the Leased Premises is impaired during the period of any damage, repair or restoration provided for in this Article VIII; provided further that in the event College elects to repair any damage as herein contemplated, any abatement of Minimum Rent shall end fifteen (15) days after notice by College to County that the Leased Premises have been repaired. County shall continue the operation of its business on the Leased Premises during any such period to the extent reasonably practicable from the standpoint of prudent business management. Except for the abatement of Minimum Rent hereinabove provided, County shall not be entitled to any compensation or damage for loss in the use of the whole or any part of the Leased Premises and/or any inconvenience or annoyance occasioned by any damage, destruction, repair or restoration.

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



Section 8.2 Condemnation. In the event that the whole of the Leased Premises shall be taken under the power of eminent domain, or proceedings in lieu thereof, this Lease shall thereupon terminate as of the date possession shall be so taken.

Anything in this Lease to the contrary notwithstanding, in the event more than twenty percent (20%) of the Leased Premises or more than twenty-five (25%) of the then existing paved parking spaces of the Center shall be taken, or conveyance made in lieu thereof, either party shall have the right to cancel and terminate this Lease as of the date of such taking upon giving notice to the other of such election within thirty (30) days after the date of such taking. In the event of such cancellation, the parties shall thereupon be released from any further liability under this Lease, except for obligations existing on the effective date of such termination; provided, however, that if more than twenty-five percent (25%) of the then existing paved parking spaces shall be appropriated or taken, or conveyance made in lieu thereof, College may at its option nullify and vacate County's notice within thirty (30) days after the date of such taking that it will provide substitute parking on or adjacent to the Center sufficient to cause the total number of paved parking spaces remaining after such substitution to be equal to at least seventy-five percent (75%) of the number of spaces prior to such taking, or conveyance made in lieu thereof, in which event this Lease shall remain in full force and effect.

If a portion of the Leased Premises is taken, and if this Lease shall not be terminated as provided in the preceding paragraph, then the provisions of this Lease shall remain in full force and effect, except that the Minimum Rent shall be reduced in the same proportion that the amount of Usable Square Feet remaining after such taking bears to the total Usable Square Feet immediately prior to such taking, and College shall upon receipt of the award in condemnation, or proceedings in lieu thereof, make all necessary repairs or alterations to the building in which the Leased Premises are located so as to constitute the portion of the building not taken a complete architectural unit, but College shall not be required to spend for such work an amount in excess of the net amount received by College as damages for the part of the building within which the Leased Premises are located so taken. "Amount received by College" shall mean that part of the award in condemnation or proceedings in lieu thereof, which is free and clear to College of any collection by mortgages for the value of the diminished fee. County at its own cost and expense, shall restore and refixture such part of the Leased Premises as is not taken to as near its former condition as the circumstance will permit, including, without limitation, all exterior signs, trade fixtures, equipment, display cases, furniture, furnishings and other installations of personalty of County.

All compensation awarded or paid upon such a total or partial taking of the Leased Premises or the building within which the Leased Premises are located shall belong to and be the property of College without any participation by County. County shall, however, be entitled to claim, prove and receive in such condemnation proceedings such award as may be allowed for relocation costs, fixtures and other equipment installed by it but only to the extent that the same shall not reduce College's award and only if such award shall be in addition to the award for the land and building (or portion thereof) containing the Leased Premises. To the extent that the County has a claim in condemnation proceedings, as aforesaid, County may claim from condemners, but not from College, such compensation as may be recoverable by County.



It is mutually agreed that (i) any reduction in the parking lot area, number of parking spaces in the Center, or the imposition of any restriction on the number of motor vehicles that may enter the Center by action or order of any government authority, quasi-governmental authority, or by any court having jurisdiction in the premises (other than by actual exercise of the power of eminent domain such that title passes to the condemning agency) shall not constitute such a taking or condemnation under this Lease that would entitle County to terminate this Lease, (ii) any such environmental condemnation or compliance by College with any order, rule or regulation of any such authority, with any such judicial decree, or any such existing or future law shall not constitute a default under this Lease by College so as to entitle County to terminate this Lease and this Lease shall remain in full force and effect, and (iii) as between College and County, College may but shall not be obligated to comply with any such order, rule, regulation, judicial decree or law.

#### **ARTICLE IX** **Mortgage Financing**

If any lending institution, being a life insurance company, pension fund, savings and loan association, bank or other institution regularly engaged in long term lending, with which College has negotiated or may negotiate a purchase or interim or long term financing for the Center or part thereof does not approve the credit rating of County, or if such lending institution shall require change(s) in this Lease as a condition or one of the conditions of its approval of this Lease for such purchase or financing; and if within forty-five (45) days after notice from College (i) County fails or refuses to supply or execute guarantees which are stated by College as necessary to secure the approval of County's credit by any such lending institution, or (ii) if County fails or refuses to execute with College the amendment or amendments to this Lease accomplishing the change(s) which are stated by College to be needed in connection with approval of this Lease for purposes of such sale or financing, or (iii) if for any reason, such sale or financing in an amount satisfactory to College cannot be obtained, College shall have the right to cancel this Lease at any time prior to the Rental Commencement Date. In the event of cancellation by College hereunder, this Lease shall become null and void and both parties shall automatically be released as of the date of College's cancellation notice from any and all liability or obligation under this Lease. Notwithstanding anything contained herein to the contrary, County shall not be required to agree, and College shall not have any right of cancellation for County's refusal to agree, to any modification of the provisions of this Lease relating to the amount of Minimum Rent reserved, the size or location of the Leased Premises, the duration or commencement date of the Term, or the value of the improvements to be made by College to the Leased Premises prior to tender of possession.

County shall, upon the request of College, execute and deliver such instruments as may be required by College to make this Lease either superior or subordinate to any mortgages now or hereafter placed upon College's interest in the Center or the Leased Premises or future additions thereto. County hereby attorns to any purchaser at a foreclosure sale or sale in lieu of foreclosure, and agrees to execute all agreements required by any such purchaser affirming such attornment.

Upon request of any mortgagee of record, County shall give such Mortgagee copies of all notices given by County to College hereunder, and County shall allow such mortgagee a reasonable length of time (in any event, not less than sixty (60) days from the date of such notice) in which to cure any default by College hereunder. Any such notice shall be sent to such department and address as such mortgagee shall direct County in writing.

## **ARTICLE X**

### **Default**

Section 10.1 Events of Default. Any of the following shall constitute an Event of Default under this Lease:

- (a) The failure of County to pay any Minimum Rent within 45 days of its due date;
- (b) The failure of County to make any other payment provided for under this Lease within 45 days of its due date;
- (c) Abandonment of the premises as defined in Section 10.4;
- (d) The failure of County to perform or observe any obligation, covenant, or term required to be performed or observed by County under this Lease other than the payment of money;
- (e) A receiver is appointed to take charge of County's assets, including the Leased Premises or the contents of the Leased Premises, or both;
- (f) County makes an assignment for the benefit of County's creditors;
- (g) A petition or other proceeding is filed by or against County under the bankruptcy laws of the United States, or under the insolvency laws of any state; and
- (h) Except as otherwise expressly provided in this Lease, County's interest in this Lease, or right to possession of the Leased Premises, or both, passes to or dissolves upon, by operation of law or otherwise, one other than County.

### Section 10.2 College's Rights on Default.

(a) Nonmonetary Default. Upon the occurrence of any Event of Default itemized in Section 10.1 (other than (a), and (b)), College may give written notice of such Event of Default to County, and in such event, County shall immediately upon the giving of such written notice and continually and diligently thereafter, pursue County's obligations in question and seek to cure such Event of Default, but in any event County shall have a maximum of ninety (90) days in which to cure the complaint of Event or Events of Default. Upon the failure of County to cure any Event of Default within the time hereinbefore provided, or if County shall fail to diligently and continually seek to remedy any complaint of Event of Default (other than (a) or (b) of Section 10.1), College may declare the rights of County under this Lease terminated and at an end by giving written notice of such termination of County's rights to County, and County shall

thereupon immediately quit and surrender the Leased Premises to College, remaining liable, nevertheless, to College, as hereinafter provided. Upon College's termination of County's rights hereunder, College shall be entitled to apply the security deposit specified in Section 1.1(i) hereof to its own purposes without thereby diminishing or affecting any of County's obligations hereunder for the payment of Minimum Rent or other charges, and College may immediately, or at any time thereafter, re-enter the Leased Premises and remove all persons and all or any property therefrom, by any suitable action or proceeding at law, or otherwise, without being liable for any protection therefore or damages resulting therefrom, and repossess and enjoy the Leased Premises, together with all additions, alterations and improvements, to which remedies and acts County specifically consents. In the event of such re-entry, College may, at its option, repair, alter, remodel and change the character of the Leased Premises as it may deem fit, and at any time relet the Leased Premises or any part or parts thereof, as the agent of County or otherwise. The exercise by College of any right granted thereunder shall not relieve County from the obligation to make all payments of Minimum Rent, or other charges, and to fulfill all other covenants required by this Lease, at the time and in the manner provided herein. County throughout the remainder of the Term hereof shall pay College, no later than the last day of each month during the Term, the then current excess, if any, of the sum of the unpaid rentals and costs to College resulting from such default by County over the proceeds, if any, received by College from a reletting of Leased Premises, if any. College shall not be required to relet the Leased Premises nor exercise any other right granted to College hereunder, nor shall College be under any obligation to minimize County's loss as a result of County's default. If College does not attempt to relet the Leased Premises or exercise any other right granted to College hereunder, College shall not be under any obligation to minimize County's loss as a result of County's default. If College attempts to relet the Leased Premises, College shall be the sole judge as to whether or not a proposed tenant is suitable and acceptable. Recovery of possession for the account of County shall not waive or impair College's absolute right to thereafter terminate this Lease at any time without further notice to County.

In addition to the foregoing rights and remedies of the College upon termination of County's rights under this Lease, the College shall have the option to accelerate all current and future monetary obligations of the County, including remaining installments of rent, and such accelerated amounts, less the fair rental value of the Leased Premises for the residue of the term, shall be construed as liquidated damages and shall constitute a debt provable in bankruptcy or receivership. For purposes of this subparagraph, "fair rental value" for the premises shall be deemed to be, at any time during the term of this Lease, seventy-five percent (75%) of the Minimum Rent as provided in Article II. Such accelerated unpaid rent shall accrue interest at the highest rate allowed by law until paid in full.

This Section 10.2 shall apply to any renewal or extension of this Lease; and if County shall default hereunder prior to the date fixed as the commencement of any renewal or extension of this Lease, College may cancel such renewal or extension agreement by ten (10) days written notice to County.

(b) Monetary Default. Upon County's failure to pay the Minimum Rent or any other payment provided under the Lease (whether or not treated as additional rents) within ten (10) days of its due date (i.e., Events of Default (a) and (b) of Section 10.1), College shall provide

three (3) days written notice to County requiring payment in full of all sums then due and owing or surrender possession of the Leased Premises. Unless payment of delinquent sums be forthcoming from County within said three-day period, in cash or cashier's check drawn on local funds, College shall have the absolute right to immediately file legal proceedings to recover possession of the Leased Premises as well as any unpaid rents or other sums owing from County. In any possessory action by College based upon County's nonpayment of rent or other charges as required hereunder, County expressly waives any defense other than payment. County's obligation to pay rent is independent of any duty or obligation of the College under this Lease. In addition, College shall be entitled as a matter of strict legal right, to enforce its rights as College under the distress for rent proceedings provided by Florida Statutes Section 83.11 et. seq., and in furtherance thereof, County hereby expressly waives any right to personal service of the writ of distress, and consents and agrees that such writ shall be binding and legally enforceable on County if the same is served upon County by posting the writ of distress on the main door of the Leased Premises or if the writ is served as provided for in the manner of delivery of other notices under Section 11.13 hereafter. The rights of College under this Subsection (b) of Section 10.2 shall be cumulative and in addition to the rights of College specified in Subsection (a) of Section 10.2, including the right of rental acceleration, and any other rights or remedies provided under the law.

Section 10.3 Non Waiver Provision. The failure of College to insist upon performance of any of the terms, conditions and covenants herein shall not be deemed to be a waiver of any right or remedies that College may have and shall not be deemed a waiver of any subsequent breach or default in the terms and conditions and covenants herein contained except as may be expressly waived in writing.

The maintenance of any action or proceeding to recover possession of the Leased Premises, or any installment or installments of Minimum Rent or any other monies that may be due or become due from County to College, shall not preclude College from thereafter instituting and maintaining subsequent actions or proceedings for the recovery of possession of the Leased Premises or of any other money that may be due or become due from County. Any entry or re-entry by College shall not be deemed to absolve or discharge County from liability hereunder.

Section 10.4 Abandonment of Premises. "Abandonment" hereunder shall be deemed to include, but shall not be limited to, any vacancy of the Leased Premises by County for ten (10) consecutive days without College's prior written consent.

In the event of County's abandonment of the premises, as hereinabove defined, College shall provide County with ten (10) days written notice of College's intention to re-enter and repossess the premises, said notice to also be conspicuously posted on the premises, without recourse to further legal proceedings, unless County objects in writing to the College within said ten (10) day period. Should County not object within the said ten (10) day period, College shall have the absolute right to re-enter the Leased Premises without legal proceedings and without being liable for any prosecution therefore or damages resulting therefrom, and repossess and enjoy the Leased Premises, together with all additions, alterations and improvements, to which remedies and acts the County specifically consents. Thereafter, College shall be entitled to the



same rights and remedies as if said re-entry and repossession had occurred pursuant to legal action and as more specifically defined in Section 10.2(a).

Section 10.5 Abandonment of Personal Property. Should County fail to remove its personal property upon abandonment, expiration, termination or recovery of possession and after ten (10) days written notice to County to remove its property, said notice to also be conspicuously posted on the Leased Premises, all personal property of any nature then remaining on the Leased Premises shall be deemed abandoned and title thereto shall vest exclusively in the College. College may thereafter remove and dispose or liquidate said personal property as College may deem proper in its sole and absolute discretion; provided, however, the proceeds of any sale or liquidation of such property shall be applied first to reduce any sums owed by County to College, including storage costs, attorney's fees and any other expenses incurred by College resulting from such abandonment and any sums remaining shall be returned to County. County hereby waives and agrees to indemnify and hold College harmless from any claim for loss or damage arising from College's dealing with County's property pursuant to the terms of this paragraph.

Section 10.6 Inability to Perform. College and/or County shall be excused for the period of any delay and shall not be deemed in default with respect to the performance of any of the terms, covenants and conditions of this Lease when prevented from so doing by cause or causes beyond the College's and/or County's control, which shall include, without limitation, all labor disputes, governmental regulations or controls, fire or other casualty, inability to obtain material or services, acts of God, or any other cause, not within the reasonable control of the College and/or County.

Section 10.7 Default by College. College shall in no event be in default in the performance of any of its obligations contained in this Lease unless and until College shall have failed to perform such obligation within thirty (30) days, or such additional time as is reasonably required to correct any such default, after written notice by County to College as provided in Section 11.13 properly specifying wherein College has failed to perform any such obligation, Notwithstanding any default by College, County shall not be excused from the obligation to pay all rents and charges required under this Lease as the same become due.

Section 10.8 Expenses. If either party hereto shall at any time be in default hereunder, and if the other party hereto shall deem it necessary to engage attorneys to enforce such other party's rights hereunder, the determination of such necessity to be in the sole discretion of such other party, the defaulting party will reimburse such other party for the reasonable expenses incurred thereby, except court costs, attorney's fees or appellate proceedings.

## **ARTICLE XI**

### **Other Provisions**

Section 11.1 Definition and Liability of College. The term "College" as used in this lease shall mean only the owner for the time being of the building in which the Leased Premises are located or the owner of a leasehold interest in said building or the land thereunder so that in the event of sale of said building or leasehold interest or an assignment of this Lease, or a demise of



said building or land, College shall be and is hereby entirely freed and relieved of all obligations of College subsequently accruing.

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

Section 11.2 Relationship of the Parties. Nothing contained in this Lease shall be deemed or construed as creating the relationship of principal and agent or a partnership or joint venture between the parties hereto, it being understood and agreed that neither the method of computing rents nor any other provision contained herein nor any acts of the parties hereto shall be deemed to create any relationship between the parties other than that of landlord and tenant.

Section 11.3 Indemnity. County, during the Term, any extension or renewal thereof, and any period in which County occupies or uses the Leased Premises, shall, as allowable by law, indemnify and save harmless College, its agents, servants and employees and College's lessor, if any, from and against any and all claims and demands whether for injuries to persons or loss of life, or damage to property, related to or arising in any manner whatsoever out of the use and occupancy of the Leased Premises by County or occasioned wholly or in part by any act or omission of County, its agents, contractors, employees, servants, lessees, concessionaires, invitees, licensees and customers. In the event College shall, without fault on its part, be made a party to any litigation commenced by or against County, then County shall protect and hold College harmless and shall pay all costs, expenses and attorney's fees incurred by College in connection with such litigation. The College shall be entitled to participate in the defense of any third party claim and to employ counsel of its choice for such purpose.

Section 11.4 Damage to Property or Persons. Except with respect to the gross negligence or the willful and wanton acts of College, its agents and employees, College shall not be liable for any loss of or damage to property of County or of others located in the Leased Premises or the Center by theft or otherwise, nor for any loss or damage whatsoever to any property which County could remove at the end of the Term as provided in Section 11.6 hereof. College shall not be liable for any injury or damage to persons or property or to the interior of the Leased Premises resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the Leased Premises or from the pipes, appliances or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatever nature; College shall not be liable for any such injury or damage caused (a) by other tenants or any person(s) either in the Leased Premises or elsewhere in the Center, or (b) by occupants of property adjacent to the Center, or (c) by operations in the construction of any private, public, or quasi-public work; College shall not be liable for any latent defect in construction except for a period of one (1) year from the date of the general construction of the Leased Premises (the parties agree that any liability of College under the preceding clause shall be limited to cost of repair only); College shall not be responsible for damage or loss of property of County kept or stored on the Leased Premises.

Section 11.5 Assignment or Subletting. County shall not assign this Lease or sublet all or any part of the Leased Premises without the prior written consent of College and upon such terms and conditions as may be mutually agreed upon by the parties. Any assignment or sublease by County shall be only for the purposes specified in Section 1.1(g) hereof and for no other purpose, and in no event shall any assignment or sublease of the Leased Premises release or relieve County from any of its obligations under this Lease. Consent of College to any assignment or subletting shall be in College's sole and absolute discretion.

In the event County shall assign its interest in this Lease or sublet the Leased Premises for rentals reserved hereunder, County shall pay all of such excess rent to College as additional rent.

Any proposed assignee or sublessee to County shall assume County's obligations hereunder and deliver to College an assumption agreement in form satisfactory to College within ten (10) days after the effective date of the assignment.

The College shall have the right to freely assign this Lease without notice to or the consent of County.

Section 11.6 Surrender of Premises. At the expiration or termination of the tenancy hereby created, County shall surrender the Leased Premises in good condition and repair, reasonable wear and tear excepted, and County shall surrender all keys for the Leased Premises to College at the place then fixed for the payment of rent and shall inform College of all combinations on locks, safes and vaults, if any, in the Leased Premises. County's obligation to observe or perform this covenant shall survive the expiration or other termination of this Lease.

Prior to the expiration or sooner termination of this Lease, County shall remove any and all trade fixtures, equipment and other unattached items which County may have installed, in the Leased Premises, including, but not limited to counters, shelving, show cases, chairs and unattached movable machinery purchased or provided by County and which are susceptible of being moved without damage to the building of which the Leased Premises are a part. County shall repair any damage to the Leased Premise caused by its removal of such fixtures and movables. In the event County does not make such repairs, County shall be liable for and agrees to pay College's cost and expenses in making such repairs, together with a sum equal to twenty percent (20%) of such costs and expenses to cover College's overhead in making such repairs for County. County shall not remove any plumbing or electrical fixtures or equipment, heating or air conditioning equipment, floor coverings (including but not limited to wall-to-wall carpeting), walls or ceilings, all of which shall be deemed to constitute a part of the interest and estate of College nor shall County remove any fixtures or machinery that were furnished or paid for by College whether initially installed or replaced. The Leased Premises shall be left in a broom-clean condition. If County shall fail to remove its trade fixtures or other property as provided in this Section 11.6, such fixtures and other property not removed by County shall be deemed abandoned by County and at the option of College shall become the property of College, or at College's option may be removed by College at County's expense plus twenty percent (20%) as hereinbefore provided, or placed in storage at County's expense, or sold or otherwise disposed of, in which event the proceeds of such sale or other disposition shall belong to College.

Section 11.7 Holdover by County. In the event that County shall hold the Leased Premises after the expiration of the Term without the express written consent of College, and provided further that the College has accepted rental from the County during the hold-over period, such holding over shall be deemed to have created a tenancy from month to month terminable on fifteen (15) days written notice by either party to the other, upon a monthly rental basis, and otherwise subject to all the terms and provisions of this Lease, except as contemplated to the contrary in this Section 11.7. Such monthly rental shall be computed on the basis on one-sixth (1/6) of the sum of all rents payable by County to College during the preceding twelve (12) months of the Term (including, but not limited to, Minimum Rent and Percentage Rent) and all other additional charges provided by this Lease. During such monthly tenancy College shall have the right at any time to enter the Leased Premises to show the Leased Premises to prospective tenants.

If County fails to surrender the Leased Premises upon the expiration of the Term, in addition to other liabilities to College accruing, County shall indemnify and hold College harmless from loss or liability resulting from such failure, including without limitation, any claims made by any succeeding County founded on such failure.

Section 11.8 Lien of College for Rents, Taxes and Other Sums. College shall have, and County hereby grants, a security interest in any furnishings, equipment, fixtures, retail merchandise and other property of any kind belonging to County, or the equity of County therein, located on or derived from activities conducted in or upon the Leased Premises. The security interest is granted for the purpose of securing the payment of Minimum Rent, other charges, assessments, penalties and damages herein covenanted to be paid by County, and for the purpose of securing the performance of all other obligations of County hereunder. Upon County's default or breach of any covenants of this Lease, College shall have all remedies available under the law of the State of Florida, including, but not limited to, the right to enforce this lien pursuant to distress proceedings as provided in Chapter 83, Florida Statutes.

Section 11.9 Liens. County shall discharge any lien filed against the Center or any part thereof for work done or materials furnished at County's request with respect to the Leased Premises within ten (10) days after such lien is filed. If County fails to keep this covenant, in addition to any other remedies available to College under this Lease, County agrees to pay College a sum equal to the amount of the lien thus discharged by College plus all costs and expenses, including, without limitation, attorney's fees and court costs, incurred by College in discharging such lien.

Section 11.10 Late Payments. Should County fail to pay when due any installment of Minimum Rent, or any other sum payable to College under the terms of this Lease, then County agrees to pay College an additional amount equal to ten (10%) percent of the past due Minimum Rent or other delinquent sum payable to College under the terms of this Lease. Minimum Rent is delinquent if not received by College before the tenth (10<sup>th</sup>) business day of the month.

Section 11.11 Consents. With respect to any provisions of this Lease which either provides or is held to provide that College shall not unreasonably withhold or unreasonably delay

any consent or approval, County shall not be entitled to make any claim for, and County hereby expressly waives any claim for, damages incurred by County by reason of College's failure to comply herewith, it being understood and agreed that County's sole remedy therefore shall be an action for specific performance.

Section 11.12 Wavier of Right of Redemption. County hereby expressly waives any and all rights of redemption conferred by statute or otherwise.

Section 11.13 Notices. Unless specified to the contrary elsewhere in the Lease, whenever notice or any other communication shall or may be given or served to either of the parties by the other, each such notice or communication shall be sent by registered or certified mail with return receipt requested to the respective addresses of the parties as contained herein or to such other address as either party may from time to time designate in writing to the other. Any notice or communication under this Lease shall be deemed to have been given or served at the time it is received and acknowledged.

Section 11.14 Renewal. Deliberately left blank.

Section 11.15 Entire and Binding Agreement: Applicable Law. This Lease contains all of the agreements between the parties hereto, and it may not be modified in any manner other than by agreement in writing, signed by all the parties hereto or their successors in interest. The terms, covenants and conditions contained herein shall inure to the benefit of and be binding upon College and County and their respective successors and assigns, except as may be otherwise expressly provided in this Lease. This Lease and the rights and duties of the parties hereunder, shall be construed in accordance with the laws of the State of Florida.

Section 11.16 Provisions Severable. If any term or provisions of this Lease or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 11.17 Captions. The captions contained herein are for convenience and reference only and shall not be deemed a part of this Lease or construed as in any manner limiting or amplifying the terms and provisions of this Lease to which they relate.

Section 11.18 Estoppel Certificates. At occupancy and within forty-five (45) days after any request therefore by College, County shall execute, acknowledge and deliver to College a written certificate in the form described in Exhibit "E" or other form as may be required by lender, mortgagee, purchaser, or assignee, if the same be true, as to such matters relating to this Lease, the Leased Premises or the County as College shall reasonably request, or, if the same not be true, stating the manner in and the extent to which the same be not true.

Section 11.19. Broker. County warrants and represents that there was no broker or agent instrument in consummating this Lease. County agrees to indemnify and hold College harmless



against any claims for brokerage or other commissions arising by reason of a breach by County of this representation and warranty.

Section 11.20. Venue. Venue for enforcement hereof shall be in Seminole County, Florida.

**IN WITNESS WHEREOF**, College and County have duly executed this Lease as of the day and year first above written, each acknowledging receipt of any executed counterpart hereof.

Signed, sealed and delivered in the presence of:

COLLEGE: SEMINOLE COMMUNITY COLLEGE

Linda D. Cowels

Witness:

Linda D. Cowels  
Print Name

Witness

Print Name

By: Verdece Prof. Hane

Date: 9-19-06

Title: Chairman

ATTEST:

Maryanne Morse

MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA  
By: Carlton Henley  
CARLTON HENLEY, Chairman

Date: 8-10-06

For the use and reliance  
of Seminole County only.

Approved as to form and  
Legal sufficiency.

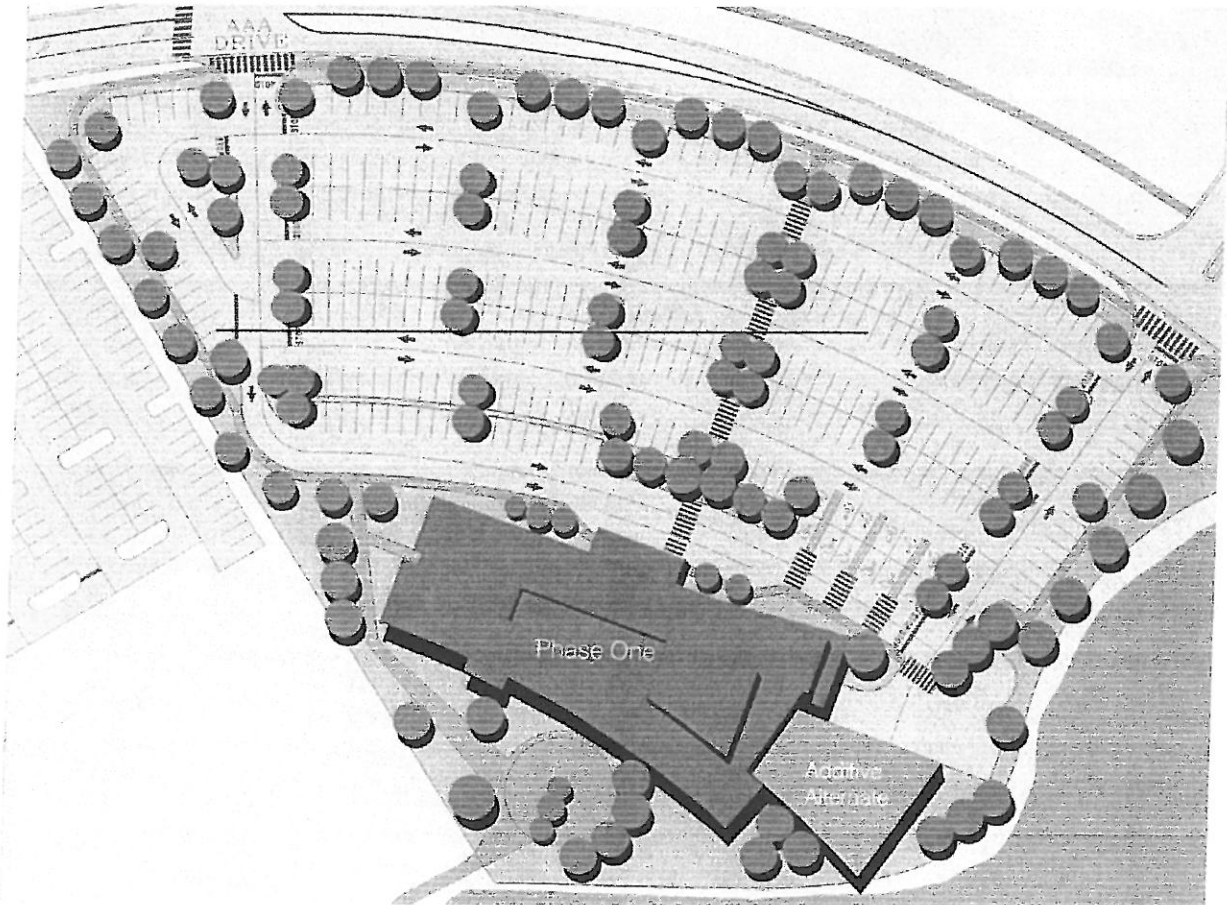
[Signature]  
County Attorney

As authorized for execution  
by the Board of County Commissioners  
at their Aug. 8, 20 06  
regular meeting.



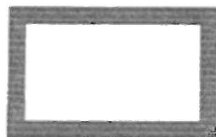
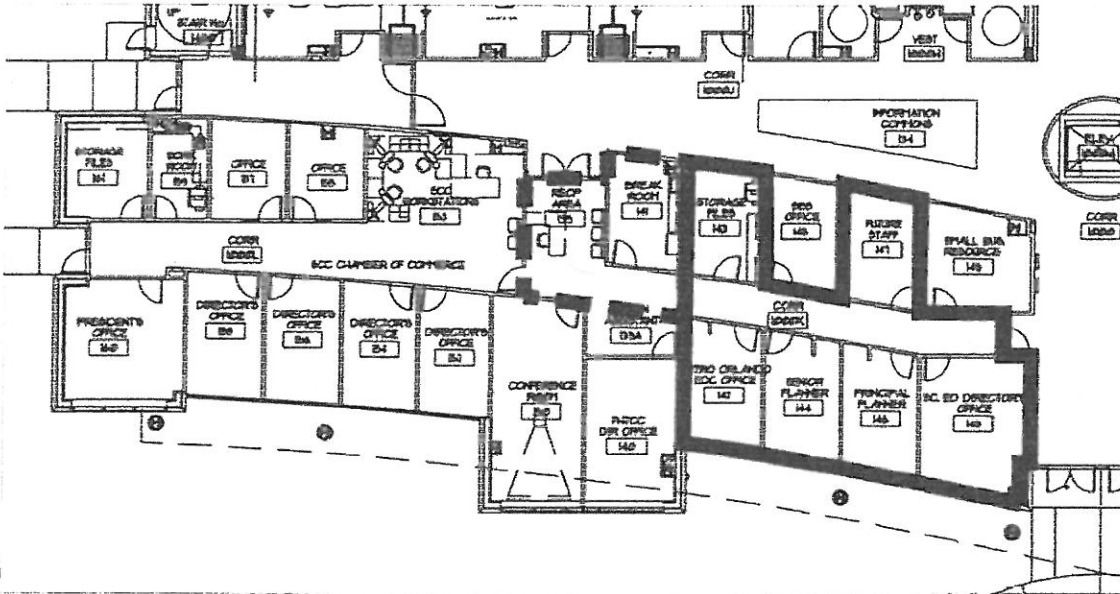
**EXHIBIT A**

**SITE**

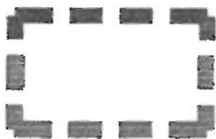


**Legal Description to Follow:**

# **EXHIBIT B** **LEASED PREMISES**

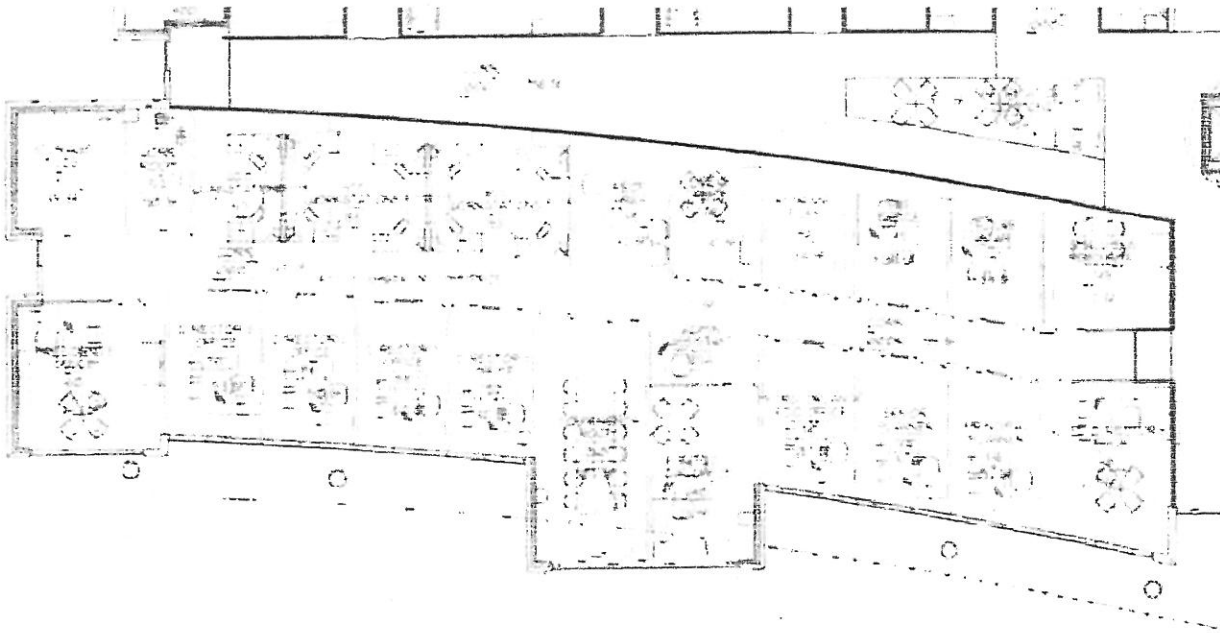


- Exclusive Space (approximately 1,252 USF)



- Shared Use Space (approximately 364 USF)

**EXHIBIT C**  
**CONSTRUCTION PROVIDED BY COLLEGE**



**EXHIBIT D  
SIGN CRITERIA**

**GENERAL;**

The installation of a sign and the costs incurred shall be the responsibility of the County. Sign construction is to be completed in compliance with the design requirements of the Heathrow International Business Center.



**EXHIBIT E**  
**ESTOPPEL CERTIFICATE AND AGREEMENT**

Gentlemen:

This instrument is being furnished to \_\_\_\_\_  
\_\_\_\_\_(Lender) by \_\_\_\_\_  
(County) which is the County under a lease (the "Lease") dated \_\_\_\_\_  
from Seminole Community College (College), pertaining to and covering a portion, as such  
portion is specifically described in Lease (the "Demised Premises") of that real estate commonly  
designated as the Heathrow Center (the "Property").

As an inducement to Lender to make a loan (the "Loan") as permanent financing for the  
Property, with the intention of having Lender rely thereon, and for other good and valuable  
consideration, the receipt and sufficiency of which are hereby acknowledged, County hereby  
warrants and represents to Lender and agrees with Lender as follows:

- (a) That the Lease has not been amended or modified and is in full force and effect as originally executed, and that neither College nor County is in default in any respect under any terms of the Lease;
- (b) That the commencement date of the term of the Lease \_\_\_\_\_, and the term of the Lease will expire on \_\_\_\_\_, unless extended or sooner terminated as provided in the Lease;
- (c) That County is in possession of the Demised Premises and that College has complied fully and completely with all of College's covenants, warranties and other undertakings and obligations under the Lease to this date, including, without limitation, the character and use of the Demised Premises, other improvements and common areas on the Property and all provisions for the maintenance and services under the Lease, with the result that County is fully obligated to pay, and is paying, the full rent and other charges due thereunder, and is fully obligated to perform, and is performing, all of the other obligations of County under the Lease, without current claim or counterclaim, offset, defense or otherwise, and that there are no "free rent" or other concessions or inducements to County except as specifically set forth in the Lease;
- (d) That County has not and will not make any prepayment rental under the Lease for more than each current month in advance, and that there are currently no offsets, defenses, claims, counterclaims or credits against the rentals due thereunder;
- (e) That County has not received notice and has no knowledge of any assignment by College of its interest under the Lease other than an assignment to Lender;
- (f) That County understands and acknowledges that: (i) College shall execute an assignment of the Lease in favor of Lender; and (ii) notwithstanding said assignment, all rental payments under the Lease shall be paid in accordance with the terms of the Lease until and unless County is notified to the contrary in writing by Lender; and (iii) under the conditions of said assignment and after the date thereof, it is expressly

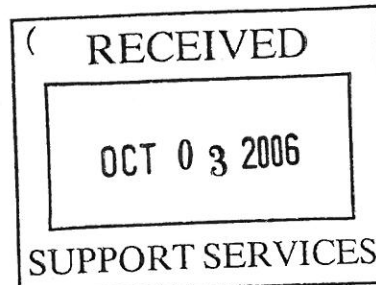
agreed that, unless the written consent of Lender be first obtained, no rents are to be collected or prepaid other than for each current month in advance and no alterations, modifications, amendments, terminations, waivers, consents, approvals or other actions whatsoever are to be made or become effective with respect to the Lease except as permitted under the terms of said assignment; and (iv) Lender shall not be responsible for the return of any security deposit paid by County unless actually received by Lender; and (v) the interest of the College in the Lease shall be assigned to Lender solely as additional security for said loan and Lender assumes no duty, liability or obligation under the Lease, either by virtue of said assignment or by any subsequent receipt or collection of rents thereunder:

- (g) That Lender shall not be: (i) liable for any act or omission of any person or party which may be College under the Lease prior to any acquisition of title to the Property by Lender by foreclosure or otherwise, or (ii) subject to any offsets, claims, counterclaims, or defenses which County may have against any such prior College;
- (h) That County will give written notice to Lender of any default under the Lease by mailing a copy of same by certified, United States mail, postage prepaid, addressed as follows (or to such other address as may be specified from time to time by Lender to County: \_\_\_\_\_) and in such event, Lender shall be permitted to cure any such default within the period of time during which College would be permitted to cure such default, but in any event Lender shall have a period of thirty (30) day after receipt of said notification in which to cure such default; provided, however, that in the event Lender is unable to cure said default by the exercise of reasonable diligence within such thirty (30) days period, Lender shall have such additional period of time as may be reasonably required for it to remedy such default with such reasonable diligence;
- (i) That 9i) County hereby subordinates the Lease to the mortgage securing the Loan; (ii) upon receiving notice from Lender of default by College under such mortgage, County will attorn to Lender and pay all rent and other charges to Lender, and the Lease will continue in full force and effect in accordance with its terms so long as County does not default in the performance of its obligations thereunder; and (iii) in the event that any person or party shall become the owner of the Property pursuant to a foreclosure of any mortgage other than the mortgage securing the loan, County will attorn to such person or party, and the Lease will similarly continue in full force and effect so long as County does not so default;
- (j) This Certificate shall insure the benefit of Lender, its successors and assigns, including without limitation, any purchaser of the Property at or after any foreclosure of Lender's mortgage, and shall be binding upon County and County's heirs, legal representatives, successors and assigns, and all references in this Certificate and Agreement to Lender or County shall include such respective successors, assigns, heirs and legal representative.



# Seminole Community College

100 Weldon Boulevard | Sanford, FL 32773-6199 | 407-328-4722 | www.scc-fl.edu



September 20, 2006

Seminole County  
Administrative Services Department  
Ms. Angi Thompson, Principal Analyst  
Support Services Division  
200 West County Home Road  
Sanford, Florida 32773-6179

Re: Seminole Community College Heathrow Center Lease Economic Development

Dear Ms Thompson:

At its regularly scheduled meeting on September 19, 2006, the District Board of Trustees of Seminole Community College approved the Heathrow Center Lease between Seminole Community College and Seminole County.

As you requested, I have enclosed a signed original for your records and retained the certified copy of the original for my files.

If you have any questions, please do not hesitate to give me a call.

Sincerely,

Joseph A. Sarnovsky  
Vice President Administrative Services/CFO

JAS/em

Enclosure

Cc: Craig Critchfield, ATC/L

BK 338 Pg 73.4