

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (this "Sublease") is made and entered into effective as of the 1st day of January, 2021, by and between Hernando County, a political subdivision of the state of Florida ("Sublandlord"), and Tracers Information Specialists, Inc., a Florida corporation ("Subtenant").

WITNESSETH:

A. By that certain Lease Agreement dated October 27, 2020 (the "Master Lease"), between Dennis Wilfong and Pamela Wilfong, husband and wife, as landlords (the "Master Landlords"), and Sublandlord, as tenant, Sublandlord leased from the Landlords the premises consisting of approximately 18,954 square feet (the "Premises") in the building (the "Building") located at 15470 Flight Path Drive, Brooksville, Florida 34604 (the "Property"), as more particularly described in the Lease, at the rental and upon the terms and conditions set forth in the Lease. A copy of the Master Lease is attached hereto as Exhibit "1."

B. Subtenant desires to sublease from Sublandlord that portion of the Premises, which shall be deemed to consist of approximately 2,750 square feet (the "Subleased Premises"). Sublandlord has agreed to sublease the Subleased Premises to Subtenant on the terms, covenants and conditions stated in this Sublease.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Sublease, and for valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. Sublease.

Sublandlord subleases to Subtenant and Subtenant subleases from Sublandlord the Subleased Premises, subject to the terms, covenants, and conditions contained in this Sublease.

2. Subleased Premises.

2.1 The Subleased Premises shall consist of approximately 2,750 square feet of the Building, as shown in orange on the layout attached hereto as Exhibit "2."

2.2 Subtenant shall additionally have the right to use on a non-exclusive basis the Building's break room, kitchen, and the restrooms that are adjacent to the kitchen (collectively, the "common areas"). The common areas are shown in pink on Exhibit "2." The meeting room, which is shown in blue on Exhibit "2," is a common area ONLY for purposes of ingress and egress to the other areas identified in this Section. No other use of the meeting room is permitted by Subtenant.

3. Term.

3.1 Subject to the conditions set forth herein, the terms and provisions of this Sublease shall be effective between Sublandlord and Subtenant upon the full execution hereof; provided that the term of this Sublease shall commence on the latest to occur of (i) the date of this Sublease, (ii) the commencement date of the Master Lease, or (iii) the date of Master Landlords' written consent to this Sublease (the "Commencement Date"), and shall end on the anniversary date one (1) years hence (the "Anniversary Date"), unless sooner terminated as provided herein. Sublandlord agrees that the Subleased Premises shall be deemed delivered to Subtenant upon the Commencement Date.

3.2 Subject to all of the terms and conditions of this Sublease and the Master Lease, except the obligation to pay base rent for the Subleased Premises, upon the Commencement Date, Subtenant shall have full, uninterrupted and exclusive possession of the Subleased Premises.

3.3 Sublessee shall have the option, upon giving written notice to the Lessor not less than sixty days prior to the Anniversary Date, to renew this Sublease for four (4) additional one (1) year terms, provided Sublessee has complied with all the terms and conditions of this Sublease and is not in default hereunder, on the same terms and conditions set forth herein. The parties further acknowledge that any subsequent renewal of this Agreement will be subject to all then current rules, regulations, and restrictions affecting the Brooksville-Tampa Bay Regional Airport.

4. Rent.

4.1 Subtenant shall pay Sublandlord an annual rental equal to Thirteen Dollars and Fifty Cents (\$13.50) per square foot times the area of the Subleased Premises, in equal monthly installments of Three Thousand Ninety-Three Dollars and Seventy-Five Cents (\$3,093.75) (the "Base Rent"), in advance, on the first day of each month during said term, at the office of Sublandlord or such other place as Sublandlord may designate, without any set off, counterclaim or deduction whatsoever, except that Sublessee shall pay the first monthly installment, pro-rated for the partial month, if any (the "Initial Payment"), upon the execution hereof. In the event the Master Landlords do not consent to this Sublease, Sublandlord shall return the Initial Payment to Subtenant within ten (10) days following notice thereof. Rent for any partial month shall be pro-rated.

4.2 The parties hereby acknowledge and agree that this Sublease is a modified "gross sublease," meaning that the Base Rent is inclusive of all charges payable by Subtenant in connection with this Sublease, except for Additional Rent and other charges that are specifically set forth in this Sublease.

4.3 Any other sums payable under this Sublease (the “Additional Rent”) shall constitute additional rent and, in the event of nonpayment of such sums, Sublandlord shall have the same rights and remedies with respect to such nonpayment as it has with respect to nonpayment of the Base Rent due under this Sublease.

5. Use.

Subtenant agrees to use the Subleased Premises in accordance with Subtenant’s prior historical use and for general business and professional office use, and for no other purpose.

6. Master Lease.

As applied to this Sublease, the words “Landlord” and “Tenant”, and “Premises” in the Master Lease will be deemed to refer to Sublandlord, Subtenant and Subleased Premises, respectively, under this Sublease, as applicable. Except as otherwise expressly provided in Section 8 of this Sublease, the covenants, agreements, provisions, and conditions of the Master Lease, to the extent that they relate to the Subleased Premises, and to the extent that they are not inconsistent with the terms of this Sublease, are made a part of and incorporated into this Sublease as if recited in full in this Sublease. Except as otherwise specifically provided in this Sublease, the rights and obligations of the Landlord and Tenant under the Master Lease will be deemed the rights and obligations of Sublandlord and Subtenant, respectively, under this Sublease, and will inure to the benefit of, and be binding on, Sublandlord and Subtenant, respectively.

7. Performance by Sublandlord; Status of Master Lease.

7.1 Subtenant recognizes that Sublandlord cannot render any of the services or to perform any of the obligations required of the Master Landlords by the terms of the Master Lease. Therefore, despite anything to the contrary in this Sublease, Subtenant agrees that performance by Sublandlord of its obligations under this Sublease is conditioned upon performance by the Master Landlords of its corresponding obligations under the Master Lease, and except as provided in Section 7.2 below, Sublandlord shall not be liable to Subtenant for any default of the Master Landlords under the Master Lease. Notwithstanding the provisions contained herein, Sublandlord shall utilize best efforts in obtaining and enforcing the performance of Master Landlord hereunder. The parties agree that in the event that Master Landlord fails to perform any provision under the Master Lease which impacts Subtenant, Subtenant may proceed directly against Master Landlord to enforce any term of this Sublease and/or the Master Lease.

7.2 Provided that there exists no Event of Default by Sublandlord under the Master Lease, Subtenant shall not have any claim against Sublandlord based on the Master Landlords' failure or refusal to comply with any of the provisions of the Master Lease unless that failure or refusal is a result of Sublandlord's act or failure to act. Despite the Master Landlords'

failure or refusal to comply with any of those provisions of the Master Lease, this Sublease shall remain in full force and effect and Subtenant shall pay the base rent and additional rent and all other charges provided for in this Sublease without any abatement, deduction or setoff. Except as expressly provided in this Sublease, Subtenant agrees to be subject to, and bound by, all of the applicable covenants, agreements, terms, provisions, and conditions of the Master Lease with respect to the Subleased Premises, as though Subtenant were the Tenant under the Master Lease except to the extent that any such terms conflict with this Sublease. In the event of a conflict between the Master Lease and the Sublease, this Sublease shall control. To the extent that Master Landlord defaults under the Master Lease and same impacts the rights of Subtenant, Subtenant may proceed directly against Master Landlord.

7.3 Except as set forth in Section 11.3 below, whenever the consent of the Master Landlords is required under the Master Lease or whenever the Master Landlords fail to perform its obligations under the Master Lease, Sublandlord agrees to use best and commercially reasonable efforts to obtain that consent or performance on behalf of Subtenant.

7.4 As of the date of this Sublease, Sublandlord has neither given nor received a notice of default under the Master Lease and has no actual knowledge of any facts or circumstances which, with the passage of time or the giving of notice, would constitute a default under the Master Lease.

7.5 Sublandlord agrees not to modify the Master Lease in a manner that adversely affects Subtenant's rights or obligations under this Sublease and shall deliver a copy of any modification to Subtenant promptly after entry therein. No change or modification to the Master Lease shall occur without the express, written consent of Subtenant. Neither Subtenant nor Sublandlord shall commit or allow any act or omission that would result in the failure or breach of any of the covenants, provisions, or conditions of the Master Lease on the part of the Tenant under the Master Lease.

7.6 Subtenant shall have the right to cure any default by Sublandlord under the Master Lease relating to the Subleased Premises or Subtenant's rights under this Sublease.

8. Variations from Master Lease.

As between Sublandlord and Subtenant, the terms and conditions of the Master Lease are modified so as to conform with this Sublease.

8.1 Base Rent; Term. Despite anything to the contrary stated in the Master Lease, the term of this Sublease and the rent payable under this Sublease are set forth in Sections 3 and 4 herein.

8.2 **Brokers.** Sublandlord and Subtenant represent and warrant to each other that, except as provided herein, no broker, agent, commission salesperson, or other person has represented Sublandlord or Subtenant in the negotiations for and procurement of this Sublease and of the Subleased Premises and that no commissions, fees, or compensation of any kind are due and payable in connection herewith to any broker, agent, commission salesperson, or other person as a result of any act or agreement of Sublandlord or Subtenant. Sublandlord and Subtenant agree to indemnify and hold each other harmless from all loss, liability, damage, claim, judgment, cost or expense (including reasonable attorneys' fees and court costs) suffered or incurred by the other party as a result of a breach by Sublandlord or Subtenant, as applicable, of the representation and warranty contained in the immediately preceding sentence or as a result of Sublandlord's or Subtenant's failure to pay commissions, fees or compensation due to any broker who represented Sublandlord or Subtenant, whether or not disclosed, or as a result of any claim for any fee, commission or similar compensation with respect to this Sublease made by any broker, agent or finder claiming to have dealt with Sublandlord or Subtenant, whether or not such claim is meritorious. No broker or finder has been involved by either party in connection with the consummation of this Sublease. The provisions of this Section 8.2 shall survive the expiration or earlier termination of this Sublease.

8.3 **Insurance; Condemnation; Additional Insureds.** Despite anything contained in the Master Lease to the contrary, as between Sublandlord and Subtenant only, in the event of damage to or condemnation of the Subleased Premises, all insurance proceeds or condemnation awards received by Sublandlord under the Master Lease (except for Subtenant's personal property and relocation expenses) shall be deemed to be the property of Sublandlord, and Sublandlord shall have no obligation to rebuild or restore the Subleased Premises, however rent shall be abated during all such times as the Subleased Premises are untenable for Subtenant's business purposes. Subtenant shall comply with the provisions of Paragraph 14 of the Master Lease and, where additional insureds are required to be named on any policies required of Subtenant, Subtenant shall name as additional insureds all of the parties specified in Paragraph 14 of the Master Lease and also name Sublandlord.

8.4 **Amounts Payable.** All amounts payable under this Sublease by Subtenant are payable directly to Sublandlord.

8.5 **Provisions of Master Lease not Applicable or Modified.** This Sublease is subject and subordinate to the Master Lease and to all other agreements to which the Master Lease is subordinate except that to the extent of a conflict between this Sublease and the Master Lease, this Sublease shall control as to Subtenant. As between Sublandlord and Subtenant, however, the following provisions of the Master Lease shall not apply to the Sublease: Sections 3.5, 4.1, 5.1, 5.2, 6.0, 8.1, 9.0, 10.0, 10.1, 11.0, 11.2, 12.2, 16.0, 22.7, and 22.20.

8.6 **"AS-IS."** Sublandlord shall deliver the Subleased Premises to Subtenant in

their current "AS-IS, WHERE-IS" condition and Subtenant accepts delivery in such condition without any express or implied representations or warranties from Sublandlord, or any agent, employee or representative of Sublandlord, regarding the condition or completeness of the Subleased Premises or their suitability or fitness for Subtenant's proposed use or compliance with any applicable laws, rules, codes or regulations, including, without limitation, applicable building codes or ADA requirements. Notwithstanding the foregoing, Sublandlord agrees to deliver the Subleased Premises to Subtenant broom-clean, and with all mechanical systems within the Subleased Premises in good working order. Subtenant's rights to make any improvements or alterations to the Subleased Premises and Subtenant's obligation to restore the Subleased Premises to its as-delivered condition upon termination of this Sublease, shall be governed by the provisions of Paragraph 11.1 of the Master Lease, provided, that the consent of both Sublandlord and the Master Landlords shall be required thereunder. Upon Sublandlord's review of the plans for Subtenant's alterations, Sublandlord shall notify Subtenant as to whether Subtenant shall be required to restore the Subleased Premises to their original condition upon expiration or termination of this Sublease; provided that if Master Landlords do not require restoration of Subtenant's improvements or alterations in the Subleased Premises upon the expiration or termination of this Sublease, Sublandlord shall be deemed to have waived any requirement to so restore. Compliance with any and all applicable laws, rules, regulations and codes (including without limitation ADA requirements) with respect to the Subleased Premises shall be the responsibility of Subtenant and shall be at Subtenant's expense, if such compliance requirements arise from Subtenant's alterations in the Subleased Premises.

8.6.1 All supervisory, management, review or oversight, plan review or approval fees, and any requirements for payment or performance bonds that the Master Landlords may require under the terms of the Master Lease, or otherwise, in connection with the improvements to be made by Subtenant to the Subleased Premises, shall be paid or provided by Subtenant.

8.6.2 Subtenant shall deliver plans for its work in the Subleased Premises to Sublandlord for its transmittal to the Master Landlords which Sublandlord shall do within three (3) business days after approval by Sublandlord.

8.6.3 Notwithstanding anything herein or in the Master Lease to the contrary, Subtenant shall, with respect to any alterations made by Subtenant, relinquish such alterations at the end of the Sublease term in the condition required by the Master Landlords as part of its consent to Subtenant's alterations.

8.7 Hazardous Substances.

8.7.1 In furtherance of, and not in contradiction of the provisions of the Master Lease, Subtenant shall defend (with counsel approved by Sublandlord), indemnify and hold harmless Sublandlord, and its parent, subsidiary and affiliated companies, against any and all

claims, losses, liabilities, costs and damages (collectively, "Claims") arising in connection with or in any way relating to the use or occupancy of the Subleased Premises by Subtenant, which arise under or relate to Environmental Laws or Hazardous Substances, as those terms are defined in Paragraph 22.8 of the Master Lease, arising from facts or conditions which occur on or after the Commencement Date. Such Claims shall include without limitation: (1) remedial actions; (2) personal injury, wrongful death, economic loss or property damage claims; (3) claims for natural resource damages; (4) violations of law; or (5) any other cost, loss or damage directly resulting therefrom. This indemnification is supplementary to, and not in replacement of, the indemnification required elsewhere in this Sublease.

8.7.2 Subtenant agrees that this Sublease shall exclusively define Subtenant's rights and Sublandlord's obligations with respect to environmental, health and safety matters related to the Subleased Premises. In no event shall Sublandlord be liable for any loss of profit, loss or interruption of business, denial of use of the Subleased Premises, or other consequential or indirect damages unless same results from the intentional acts or omissions of Sublandlord or from Sublandlord's gross negligence.

8.7.3 Sublandlord agrees to provide Subtenant with all documentation in Sublandlord's possession regarding the existence of Hazardous Materials in the Subleased Premises.

8.8 **Conflicts.** As between Sublandlord and Subtenant only, in the event of a conflict between the terms of the Master Lease and the terms of this Sublease, the terms of this Sublease will control.

8.9 **Parking.** Subtenant shall have the right to use the parking facilities provided to Sublandlord under the Master Lease.

8.10 **Utilities.** The cost of utilities will be allocated between the Sublandlord and Subtenant so that Subtenant will pay to Sublandlord each month as invoiced by the applicable service provider, 34 % of the total charges as reflected on such invoices.

8.11 **Janitorial Services.** Subtenant shall furnish its own janitorial services within the Subleased Premises during the term of this Sublease. Notwithstanding the foregoing, Landlord shall provide an outside dumpster for nonexclusive use by Tenant.

8.12 **Pest Control.** Sublandlord shall provide pest control services in the common areas of the Building, the cost of which is included within the Base Rent. Subtenant shall furnish its own pest control services within the Subleased Premises during the term of this Sublease.

8.13 Common Area Maintenance. Except as provided for in this Sublease, Sublandlord shall be responsible for maintaining the Building's common areas and parking lot, the cost of which is included within the Base Rent.

8.14 HVAC System. Subtenant is responsible for maintaining and, if necessary, replacing the HVAC system to the extent that such system serves the Subleased Premises. Subtenant is required to maintain, at its expense, a regularly scheduled maintenance and service contract for the HVAC system. The maintenance and service contract must be purchased from a HVAC maintenance company that regularly provides such contracts to similar properties. If Subtenant fails to maintain a required HVAC maintenance and service contract in effect at all times during this Sublease, Sublandlord may do so and charge Subtenant the expense of such a maintenance and service contract as Additional Rent.

8.15 Repairs and Building Maintenance within Subleased Premises. Subtenant shall be solely responsible, at Subtenant's cost and expense, for all repairs and maintenance within the Subleased Premises, excepting the maintenance, repair and replacement of all structural elements of the Building, including all system repairs to the Subleased Premises, and all maintenance and system repairs to the common areas within the Building.

9. Indemnity.

9.1 In addition to the provisions of Paragraph 12.2 of the Master Lease, Subtenant agrees to protect, defend, indemnify, and hold Sublandlord harmless from and against any and all liabilities, claims, expenses, losses and damages (including reasonable attorney's fees and costs), that may at any time be asserted against Sublandlord by the Master Landlords directly resulting from the failure of Subtenant to perform any of the covenants, agreements, terms, provisions, or conditions contained in this Sublease or the Master Lease that Subtenant is obligated to perform under the provisions of this Sublease, except to the extent caused by the intentional or negligent act or failure to act of Sublandlord or any of its affiliates and their respective agents or employees. Sublandlord shall also protect, defend, indemnify and hold Subtenant harmless from and against any and all liabilities, claims, expenses, losses and damages (including reasonable attorney's fees and costs), that may at any time be asserted against Subtenant by the Master Landlords directly resulting from the failure of Sublandlord to perform any of the covenants, agreements, terms, provisions, or conditions contained in this Sublease or the Master Lease that Sublandlord is obligated to perform under the provisions of this Sublease, except to the extent caused by the intentional or negligent act or failure to act of Subtenant or any of its affiliates and their respective agents or employees

9.2 Nothing in the foregoing is intended for Sublandlord to relinquish any of its rights as a sovereign local government and Sublandlord expressly reserves all rights and defenses under applicable sovereign immunity law.

10. Assignment or Subleasing.

10.1 Subtenant shall have the same rights and obligations as Sublandlord under the provisions of Paragraph 15 of the Master Lease, except that any activity with respect to this Sublease which could be construed to be governed by the "Assignment and Subletting" provisions thereof shall be subject to the consent of Sublandlord in addition that of the Master Landlords.

10.2 Subtenant acknowledges that any assignment, sublease or transfer shall require the consent of the Master Landlords to the extent set forth in the Master Lease.

11. General Provisions.

11.1 **Amendment.** Any agreement made after the date of this Sublease is ineffective to amend, modify, waive, release, terminate, or effect an abandonment of this Sublease, in whole or in part, unless that agreement is in writing, is signed by the parties to this Sublease, and specifically states that agreement modifies this Sublease.

11.2 **Further Assurances.** Each party to this Sublease will at its own cost and expense execute and deliver such further documents and instruments and will take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Sublease.

11.3 **Sublease Conditioned upon Consent of Master Landlords.** This Sublease will have no effect unless consented to by the Master Landlords within 10 days after execution, as such consent is required under the terms of Section 15 of the Master Lease.

11.4 **Capitalized Terms.** All terms spelled with initial capital letters in this Sublease that are not expressly defined in this Sublease shall have the respective meanings given such terms in the Master Lease.

11.5 Representations and Warranties.

11.5.1 Subtenant represents and warrants that, at the time of Subtenant's execution of this Sublease: (i) there has been no material adverse change in Subtenant's financial condition from the time when Subtenant first communicated these matters to Sublandlord; and (ii) Subtenant has received all approvals necessary to enter into this Sublease and the person(s) executing this Sublease on behalf of Subtenant have the full power and authority to do so and bind Subtenant to the terms and provisions thereof.

11.5.2 Sublandlord represents and warrants that, at the time of Sublandlord's execution of this Sublease, Sublandlord has received all necessary approvals necessary to enter

into this Sublease and the person(s) executing this Sublease on behalf of Sublandlord have the full power and authority to do so and bind Sublandlord to the terms and provisions hereof.

11.6 Master Landlords, Sublandlord and Subtenant Addresses for Notices.

Except as contemplated by Section 2.2, all notices, consents, demands and other communications from one party to the other that are given pursuant to the terms of this Sublease shall be in writing and sent either (i) by deposit in the United States mail, certified or registered, return receipt requested; (ii) by overnight courier service; or (iii) by personal delivery, in each case addressed as follows:

Master Landlords: Dennis & Pam Wilfong, as husband and wife
21033 Violet Road
Brooksville Florida 34601

Sublandlord: The Hernando County Board of County
Commissioners c/o County Administrator 20 N.
Main Street, Room 263
Brooksville, Florida 34601

Subtenant: Tracers Information Specialists, Inc.
15470 Flight Path Drive
Brooksville, Florida 34601

Notices shall be effective upon receipt.

11.7 Security Deposit.

11.7.1 Subtenant shall deposit with Sublandlord the sum of Two Thousand Five Hundred Forty-Two Dollars and Fifty Cents (\$2,542.50) (the "Security Deposit") no later than seven (7) days prior to this Sublease being presented to the Hernando County Board of County Commissioners for execution, said amount shall be held by Sublandlord as security for the steadfast performance by Subtenant of all the terms, covenants, and conditions of this Sublease during the term hereof.

11.7.2 If Subtenant defaults with respect to any provision of this Sublease, including but not limited to the payment of any rent, the Sublandlord may, but shall not be obligated to, apply or retain all or any portion of said Security Deposit for the payment of any amount due Sublandlord or to reimburse or compensate Sublandlord for any liability, cost, defense, loss or damage which Sublandlord may suffer or incur by reason thereof.

11.7.3 Sublandlord shall promptly, at the expiration or earlier termination of

the term hereof and after Subtenant has vacated the Subleased Premises, return to Subtenant that portion of the Security Deposit not used or applied by Sublandlord. Said Security Deposit shall not accrue interest to Subtenant.

12. Successors and Assigns.

This Sublease will be binding on and inure to the benefit of the parties to it, their heirs, executors, administrators, successors in interest, and assigns.

13. Attornment.

If the Master Lease terminates, Subtenant will, if requested, attorn to Master Landlord and recognize Master Landlord as Sublandlord under this Sublease. However, Subtenant's obligation to attorn to Master Landlord will be conditioned on Subtenant's receipt of a nondisturbance agreement.

14. Entire Agreement.

This Sublease and the Exhibits attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions, and understandings between Sublandlord and Subtenant concerning the Subleased Premises. There are no covenants, promises, agreements, conditions, or understandings, either oral or written, between them other than those herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Sublease shall be binding upon Sublandlord or Subtenant unless reduced to writing and signed by them.

15. No Partnership.

Sublandlord does not, in any way or for any purpose, become a partner of Subtenant in the conduct of its business, or otherwise, or joint venturer or a member of a joint enterprise with Subtenant. The provisions of this Sublease relating to the proportional allotment of the cost of utilities payable hereunder are included solely for the purpose of providing a method whereby such costs are to be measured and ascertained.

16. Partial Invalidity.

If any term, covenant or condition of this Sublease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Sublease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Sublease shall be valid and be enforced to the fullest extent permitted by law.

17. Waiver.

One or more waivers of any covenant or condition by the Sublandlord shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by the Sublandlord to or of any act by the Subtenant requiring the Sublandlord's consent or approval shall not be deemed to waive or render unnecessary the Sublandlord's consent or approval to or of any subsequent similar act by the Subtenant. The subsequent acceptance of rent hereunder by Sublandlord shall not be deemed to be a waiver of any preceding breach by Subtenant of any term, covenant or condition of this Sublease, other than the failure of Subtenant to pay the particular Rent so accepted, regardless of Sublandlord's knowledge of such preceding breach at the time of acceptance of such Rent. No covenant, term or condition of this Sublease shall be deemed to have been waived by Sublandlord, unless such waiver shall be in writing by Sublandlord. No waiver by Subtenant of any breach of this Sublease by Sublandlord shall be construed as a waiver of any subsequent breach of any duty or covenant imposed by this Sublease.

18. Corporate Status.

Subtenant is a duly organized, validly existing corporation or partnership, in good standing under the laws of Florida. Subtenant has the power to execute, deliver, and carry out the terms of this Sublease and has duly authorized the taking of any and all action that it has contemplated hereunder. The execution of this Sublease and every other instrument or document required to be executed in accordance herewith or that Sublandlord may deem advisable in connection herewith does not violate any provisions of the certificate or the bylaws of Subtenant or of any agreement or undertaking to which Subtenant is a party or in which Subtenant is bound in any fashion.

19. No Option.

Notwithstanding anything to the contrary contained herein, the submission of this Sublease for examination does not constitute a reservation of or option to purchase for the Subleased Premises and this Sublease becomes effective as a Sublease only upon execution and delivery thereof by Sublandlord and Subtenant.

20. Binding Effect.

The covenants and agreements herein contained shall bind, and the benefits and advantages thereof shall inure to the respective heirs, legal representatives, successors and permitted assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders. This Sublease constitutes a Florida contract, and shall be construed according to the laws of that State. Venue shall only be in Hernando County, Florida.

21. **Radon Gas.**

Pursuant to Florida Statutes, 404.056(a), the following notification is provided:

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

22. **Asbestos Containing Material (ACM).**

Pursuant to statute, the following notification is provided:

Most buildings constructed or renovated before 1981 contain some asbestos-containing materials (ACM). The presence of asbestos in a building does not pose a risk to the building occupants if the material is managed in a fashion which insured that it is not disturbed without proper precautions. OSHA has published a rule (Occupational Exposure to Asbestos; Final Rule 59 Fed. Reg. 40,964; August 10, 1994, as amended) effective October 1, 1995, that imposes significant new worker protection, record keeping, record sharing and notice requirements on Sublandlords, subtenants, and their respective contractors when dealing with known ACM, or building materials installed before 1981 that are presumed to contain ACM (called "PACM" under the rule). If you are not familiar with these requirements, we urge that you become familiar with them immediately - in addition to traditional "asbestos removal" projects, the rule covers a wide variety of building maintenance activities that previously were not regulated, including traditional custodial activities and other small repairs that may involve ACM or PACM.

Among other requirements, Sublandlord and Subtenant are required to keep and share information regarding the presence of any known ACM in the Subleased Premises. (The notice and record keeping requirements of the rule are too extensive to summarize here in detail. It is Subtenant's responsibility to ensure they are in compliance with all rule requirements.) In accordance with the rule, Sublandlord requests that Subtenant keep Sublandlord apprised of any work within the Subleased Premises that Subtenant may perform in the future. Although Subtenant is required to maintain independent records of these matters, this information should be transmitted to Sublandlord promptly to ensure the overall coordination of these matters.

In any case, no ACM or PACM should be removed or disturbed without prior written notice to Sublandlord, and any other parties required to be notified under applicable law. All maintenance, custodial, or repair work, and all removal projects must be performed in strict

accordance with all applicable rules and regulations, including any new rule and the worker protection, notice and record keeping requirements therein.

23. Independent Covenants.

The Rent, Additional Rent, and all other sums payable hereunder by Subtenant shall be paid without notice, demand, setoff, counterclaim, deduction, or defense and, except as otherwise expressly provided herein, without abatement or suspension. It is the intention of the parties hereto that the obligations of Subtenant hereunder shall be separate and independent covenants and agreements, that the sums payable by Subtenant hereunder shall continue to be payable in all events and that the obligations of Subtenant hereunder shall continue unaffected, unless the requirement to pay or perform the same shall have been terminated pursuant to an express provision of this Sublease.

24. Survival.

Any provision of this Sublease which obligates the Sublandlord or the Subtenant to pay an amount or perform an obligation before the commencement of the Sublease Term or after the expiration of the Sublease Term shall be binding and enforceable notwithstanding that payment or performance is not within the Sublease Term, and the same shall survive.

25. Time of Essence.

Time is of the essence of this Sublease, and all provisions herein relating thereto shall be strictly construed.

26. Waiver of Jury Trial.

The parties hereto shall, and they hereby do, waive trial by jury in any action, proceeding or counterclaim brought by either Sublandlord or Subtenant against the other with respect to any matters whatsoever arising out of or in any way connected with this Sublease, the relationship of Sublandlord and Subtenant, Subtenant's use or occupancy of the Subleased Premises, and/or any claim for injury or damage. The parties acknowledge that this provision is a material inducement to their respective execution of this Sublease.

27. Attorneys' Fees.

Each party hereto agrees to bear their own attorneys' fees and costs in the event of any dispute, claim, action, or appeal arising out of or related to this Sublease.

28. No Waiver of Sovereign Immunity.

No provisions, terms, or conditions of this Sublease shall be construed as a relinquishment by Sublandlord of any of its rights as a sovereign local government. Sublandlord expressly reserves all rights and defenses under applicable sovereign immunity law.

29. Public Entity Crime Statement.

Section 287.133, Florida Statutes, places the following restrictions on the ability of persons convicted of public entity crimes to transact business with public entities, including Sublandlord:

A person, or affiliate, who has been placed on the convicted vendor list, following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on Subleases of real property to a public entity, may not perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

30. Discriminatory Vendor Statement.

Section 287.134, Florida Statutes, places the following restrictions on the ability of persons on the discriminatory vendor list to transact business with public entities, including Sublandlord:

An entity who has been placed on the discriminatory vendor list may not submit a bid or proposal to provide goods or services to a public entity, may not submit a bid or proposal with a public entity for the construction or repair of a public building or public work, may not submit bids or proposals on Subleases of real property to a public entity, may not perform work as a contractor, supplier subcontractor or consultant under contract with any public entity and may not transact business with any public entity.

(THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK)
(SEE NEXT PAGE FOR SIGNATURES)

IN WITNESS WHEREOF, this Sublease has been duly executed by the parties hereto, under seal, as of the day and year first written above. Signed, sealed, and delivered in the presence of:

ATTEST:

TRACERS INFORMATION SPECIALISTS, INC.

(SUBTENANT)

DocuSigned by:

Erik Pickering

EF340584A88B402...

By: _____

Erik Pickering

President

12/14/2020

[print name, title and date]

(printed name)

(printed name)

ATTEST:



**BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA
(SUBLANDLORD)**

Susan B. Chorvat, Jr., Deputy Clerk
DOUGLAS CHORVAT, JR.
CLERK OF CIRCUIT COURT

By: _____

[Signature]
JOHN ALLOCCO
CHAIRMAN

12/15/2020
Date

Approved for Form & Legal Sufficiency

[Signature]

Deputy County Attorney

MASTER LANDLORDS' CONSENT TO SUBLEASE

The undersigned ("Master Landlords"), landlords under the Master Lease, consent to the Sublease without waiver of any restriction in the Master Lease concerning further assignment or subletting. Master Landlords certify that, as of the date of Master Landlords' execution, Sublandlord is not in default or breach of any of the provisions of the Master Lease, and that the Master Lease has not been amended or modified.

IN WITNESS WHEREOF, this Master Landlords' Consent to Sublease has been duly executed by the parties hereto, under seal, as of the day and year so noted above. Signed, sealed, and delivered in the presence of:

ATTEST:

MASTER LANDLORDS:

(printed name)

Dennis H. Wilfong

Date

(printed name)

(printed name)

Pamela S. Wilfong

Date

(printed name)

EXHIBIT "1"

EXECUTED LEASE BETWEEN THE WILFONGS AND THE COUNTY
(TO BE ADDED FOLLOWING THE PARTIES' EXECUTION THEREOF)

DENNIS H. WILFONG & PAMELA S. WILFONG

“Landlord”

HERNANDO COUNTY, FLORIDA

“Tenant”

LEASE

Premises:
15470 Flight Path Drive
Brooksville, Florida 34604

Parcel Key: 01738338 Parcel #: R-Z HAI 18 2393 0000 0370
Formerly Parcel M-Z-LEASE-HAIP-000-0370 Key #1432587

LEASE AGREEMENT

THIS LEASE ("Lease") is made and entered into effective as of the 27th day of October, 2020, by and between Landlord, DENNIS AND PAMELA WILFONG, husband and wife ("Landlord" or "the Wilfongs"), and Tenant, HERNANDO COUNTY, FLORIDA, a political subdivision of the state of Florida ("Tenant" or "the County").

WITNESSETH:

WHEREAS the County is the owner of that certain real property legally described as Lot 37 (less certain land used by the County for set-backs), Airport Industrial Park, Unit 1 ("the Property"), as more fully described in Section 1.0; and

WHEREAS, on April 24, 2007, the Parties entered into that certain "Ground Lease Agreement," which was recorded in the Public Records of Hernando County, Florida at OR Book 2434, Pages 756-780, whereby the Wilfongs leased the Property from the County; and

WHEREAS, on October 27, 2009, the Parties entered into the "First Amendment to Ground Lease Agreement", which was recorded in the Public Records of Hernando County, Florida at OR Book 3875, Pages 1274-1277; and

WHEREAS the Wilfongs own certain improvements that are situated on the Property, including a building structure containing professional office space (the "Building") and a metal roof building (the "Bay"); and

WHEREAS the Wilfongs do hereby lease to the County, and the County hereby leases from the Wilfongs, that certain portion of the Property consisting of building improvements together with non-exclusive access to common areas of the building improvements and additional leasehold interest in real property, as more specifically described on the attached Exhibit "A," incorporated herein by reference as if set forth in *haec verba*, and collectively referred to as "the Premises;" and

WHEREAS this Lease is subject to the terms, covenants and conditions herein set forth, and the County covenants, as a material part of the consideration for this lease, to keep and perform each and all of the said terms, covenants and conditions.

SECTION 1.0 SHORT SUMMARY: The following items shall be defined or be referred to as indicated below for the purposes of this Lease and the exhibits attached hereto:

Landlord: Dennis H. Wilfong and Pamela S. Wilfong, husband and wife

Tenant: Hernando County, Florida

The Property: The Northern 338.51 feet of Lot 37, HERNANDO COUNTY AIRPORT INDUSTRIAL PARK, UNIT 1, as per plat thereof recorded in Plat Book 17, Pages 80-83, Public Records of Hernando County, Florida. Together with the right and use, exclusive to all but the Lessor, of the fifty-foot (50') concrete revetment presently located on the border of Lot 36 and Lot 37 of the Airport Industrial Park, Unit 1. Said right and use including, but not limited to, the public parking of motor vehicles and the ingress and egress of aircraft from the airport taxi-way to/from the Lessee's place of business; however, the Lessor retains the right, during the entire term of this Agreement and any extensions or renewals, to utilize the afore-described revetment for emergency and airport vehicles and for maintenance equipment access to/from the taxi-way.

Address: 15470 Flight Path Drive, Brooksville, Florida, 346094

County: Hernando

Premises: The forward 18,954 s.f. MOL of the Building situated on Landlord's Property, as indicated on Exhibit "A." together with furnishings located therein and common areas as described herein, less and except the warehouse area commonly referred to as the "Bay."

Initial Term (Section 4.0): Five (5) years

Option to Renew: One (1) term of three (3) years

Lease Term: Five (5) years, Initial Term and Renewal Term, if any

Lease Commencement Date: January 1, 2021

Lease Expiration Date: January 1, 2026

Guaranteed Minimum Rent (Section 5.1): Tenant shall pay the following Guaranteed Minimum Rent together with all Additional Rent and pro-rated costs as set forth herein.

Monthly Minimum Rent

Year 1 \$21,323.25

Estimated Operating Expenses
for Tenant (Section 6)

Monthly: N/A

Security Deposit (Section 10): N/A

Total Amount Due at
Lease Commencement Date: First Month's Rent

Percentage of Building Costs
Attributed to Tenant (Section 6.0): N/A

Use of Premises
(Section 3.1): County Government Center and Storage

Notices to Landlord
(Section 19.2): Dennis & Pam Wilfong, husband and wife
21033 Violet Road
Brooksville Florida 34601

Notice to Tenant: The Hernando County Board of County Commissioners
c/o County Administrator
20 N. Main Street, Room 263
Brooksville, Florida 34601

This Short Summary section is for the convenience of the parties only. In the event of a conflict between this Short Summary and other terms set forth in this Lease, the terms elsewhere in this Lease will control.

SECTION 2.0 GROUND LEASE: This Lease is subject to the provisions of the Ground Lease Agreement dated April 24, 2007, as it has been amended by the First Amendment to the Ground Lease Agreement dated October 27, 2009 (collectively "the Ground Lease"), the terms of which are incorporated herein by reference. In the event of any conflict between the terms of the Ground Lease and this Lease, the terms of the Ground Lease shall control. The parties acknowledge that this Lease does not amend or modify the terms the Ground Lease or otherwise relieve either party of their respective obligations under the Ground Lease.

Tenant shall pay the monthly ground lease as Additional Rent. At any time during the Lease Term and any extension thereof, as and when there become effective an adjustment to the amounts due under any ground lease then in effect between the County (or its assigns) and Landlord for the Property (as defined in Section 1.0) the rent shall increase to an amount equal to the sum of 1.0 multiplied by the rent due to the County under the Ground Lease. Such rent increases shall be effective as of the date the increases become effective under the Ground Lease and shall be due and payable immediately upon notice to Tenant of such increase, but in no event

shall increase in rent be paid later than the date the next monthly installment of rent is due under this Lease.

SECTION 3.0 PREMISES: In consideration of the rent hereinafter agreed upon to be paid by the Tenant to the Landlord, and in consideration of the covenants of the respective parties hereto, the Landlord does hereby lease and let unto the Tenant, and the Tenant does hereby lease from the Landlord the Premises as described in the Short Summary, and outlined in Exhibit "A," subject to all matters of public record. The parties hereby accept and agree to the estimated square footage as described in the Short Summary. In no event will Tenant's Guaranteed Minimum Rent (as defined in Section 5.1) be increased or reduced due to a re-measurement.

Landlord reserves the right to add or delete property from the Landlord's Property in its sole discretion in the event Landlord sells a portion of the Landlord's Property or acquires additional property adjacent to the Building. In such event, at Landlord's election, a revised Exhibit "A" shall be substituted for the attached Exhibit "A" identifying the new boundaries of the Building. The Landlord reserves the right to change building perimeters, add buildings, driveways, or other structures, and to make any other changes it desires in and about the Building, including the common areas, provided only that reasonable access to the Premises is provided and maintained. However, notwithstanding anything to the contrary, Landlord shall not reduce the Tenant's Premises to less than 18,954 sq. ft. m.o.l. without the Tenant's prior written consent.

SECTION 3.1 USE OF PREMISES: Tenant covenants that said Premises, during the Term and all extensions thereof, shall be used and occupied solely for the purpose specified in the Short Summary, and for no other purpose or purposes, without the written consent of Landlord, and shall at all times comply with the terms of all documents of public record affecting the Premises. Tenant agrees that it will not violate any exclusive use rights granted to other tenants of the Building and Tenant will conduct its business in a lawful manner. Tenant shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which is not within the permitted use of the Premises. Tenant shall not do or permit anything to be done to allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit or allow to be committed any waste in or on the Premises.

SECTION 3.2 CARE OF PREMISES: Tenant shall not perform any act or carry on any practice which may injure the Building or be a nuisance or menace to other tenants in the Building, and shall keep the Premises, including the sidewalks adjacent to the Premises and any other areas allocated for the use of the Tenants, clean and free from rubbish and dirt, at all times, and shall store all trash and garbage within the Premises and arrange for the regular pickup of such trash and garbage at the Tenant's expense. The Tenant shall not burn any trash or garbage of any kind in or about the building. The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage shall be borne by the Tenant.

SECTION 3.3 OBSERVANCE OF LAWS AND ORDINANCES: To the best of Landlord's knowledge, the Premises comply with all laws, statutes, ordinances and governmental rules and regulations now in force. Tenant shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances, directives, rules, regulations or requirements of all governmental authorities or agencies and of all municipal departments, bureaus, boards and officials related to its use or occupancy of the Premises now in force, or which may hereafter be in force, and further shall comply with the requirements of any board of fire underwriters or similar bodies now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Tenant's improvements or acts. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord is a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement shall be conclusive of that fact as between the Landlord and Tenant.

SECTION 3.4 ACCESS TO PREMISES: Landlord shall have the right to enter upon the Premises at all reasonable hours for the purpose of inspecting the same, showing same to prospective purchasers or mortgagees, or for making repairs, replacements, alterations, improvements and additions to the Premises or to any property owned or controlled by the Landlord therein or to the Building in which the Premises are located. If Landlord deems any repairs required to be made by the Tenant necessary, it may demand that the Tenant make the same forthwith. If the Tenant refuses or neglects to commence such repairs and complete the same with reasonable dispatch after written notice by Landlord, the Landlord may make or cause such repairs to be made and shall not be responsible to the Tenant for any loss or damage that may accrue to Tenant's stock or business by reason thereof. If the Landlord makes or causes such repairs to be made, Tenant agrees that it will forthwith, on demand, pay to the Landlord the cost thereof.

For a period commencing one hundred eighty (180) days prior to the termination of this Lease, Landlord may have reasonable access to the Premises for the purpose of exhibiting the same to prospective tenants.

SECTION 3.5 TRADE FIXTURES: All trade fixtures and equipment installed by Tenant in the Premises shall be new or completely reconditioned. Provided Tenant is not in default hereunder, Tenant shall have the right, at the termination of this Lease, to remove any and all trade fixtures, equipment and other items of personal property not constituting a part of the freehold which it may have stored or installed in the Premises including, but not limited to counters, shelving, showcases, chairs, transmission lines and movable machinery purchased or provided by Tenant and which are susceptible of being moved without damage to the Building or the Premises, provided this right is exercised before the Lease is terminated and provided that Tenant, at its own cost and expense, shall repair any damage to the Premises caused thereby. The right granted Tenant in this Section, shall not include the right to remove any plumbing or

electrical fixtures or equipment, heating or air conditioning equipment, floor-coverings (including wall-to-wall carpeting) glued or fastened to the floors, or any paneling, tile or other materials fastened or attached to the walls or ceilings, all of which shall be deemed to constitute a part of the freehold, and, as a matter of course, shall not include the right to remove any fixtures or machinery that was furnished or paid for by Landlord. The Premises and the immediate areas in front, behind and adjacent to it shall be left in a broom-clean condition. Should Tenant fail to comply with this Section, Landlord may deduct the cost of cleanup from Tenant's Security Deposit (as defined in Section 10.0). If Tenant shall fail to remove its trade fixtures or other property at the termination of this Lease, such fixtures and other property not removed by Tenant shall be deemed abandoned by Tenant, and, at the option of Landlord, shall become the property of Landlord, and may be removed by the Landlord at Tenant's sole cost and expense.

SECTION 4.0 TERM: The Initial Lease Term shall commence on the Lease Commencement Date and shall continue for Five (5) years. The parties acknowledge that certain obligations under various Sections hereof may commence prior to the Lease Term such as construction, hold harmless, liability insurance, etc. and the parties agree to be bound by these Sections prior to the Lease Commencement Date. The Lease Term shall expire on the Lease Expiration Date, unless sooner terminated or extended as hereinafter provided.

For purposes of this Lease, the first Lease Year shall be deemed to begin on the Lease Commencement Date, January 1, 2021, and to end twelve (12) months thereafter; provided however, if the first twelve (12) month period does not end on the last day of a calendar month, the first Lease Year shall be extended to the end of said month. Each succeeding twelve (12) month period thereafter shall be deemed a Lease Year.

If and only if, the Tenant shall have fully done, performed, and observed all of the terms, covenants, and conditions required hereunder to be done, performed and observed by it and Tenant has not done anything or failed to do anything which would constitute a default hereunder, then the Tenant, by giving Landlord written notice not less than one hundred eighty (180) days prior to the expiration of the Initial Term, shall have the right to renew this Lease for one (1) term of Three (3) years upon the same terms, covenants and conditions as the initial Lease Term, excepting, however that the Guaranteed Minimum Rent for any extension shall be determined as provided below:

The Guaranteed Minimum Rent shall be mutually agreed upon by Tenant and Landlord within thirty (30) days from the date Tenant gives notice of its election to renew, however, in no event shall the Guaranteed Minimum Rent be less than the preceding Lease Year. If Landlord and Tenant are unable to mutually agree to the Guaranteed Minimum Rent in writing within the prescribed time, then the Guaranteed Minimum Rent shall be 7.00% greater than the Guaranteed Minimum Rent for the Lease Year then in effect.

SECTION 4.1 COMMENCEMENT OF LEASE OBLIGATIONS: Tenant agrees that its entry onto and occupation of the Premises prior to the Lease Commencement Date shall be

subject to all of the terms and conditions of this Lease, except that Tenant's obligation to pay the rent shall commence as set forth in Section 5.0 hereof.

SECTION 4.2 SURRENDER AT END OF TERM: Upon the expiration of the Lease Term hereof or sooner termination of this Lease, Tenant agrees to surrender possession of the Premises to Landlord peacefully and without notice, and in good order and condition, but subject to ordinary wear and reasonable use thereof, and subject to such damage or destruction or condition as Tenant is not required to restore or remedy under other terms and conditions of this Lease.

At the end of the Lease Term or any earlier termination, or upon Tenant's vacating, abandonment or surrender of possession of the Premises, Tenant shall remove all alterations, additions, improvements, trade fixtures, equipment, and furniture owned by Tenant. Tenant shall leave all Landlord's property, including furniture and telecommunications cabling. Tenant will fully repair any damage occasioned by the removal of same. All trade fixtures, equipment, furniture, inventory, effects, alterations, additions, and improvements not so removed shall be deemed conclusively to have been abandoned by Tenant and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord without notice to Tenant or any other person and without obligation to account for them. Tenant will pay Landlord for all expenses incurred in connection with such property including, but not limited to, the cost of repairing any damage to the Building or Premises caused by the removal of such property. Tenant's obligation to observe and perform this covenant will survive the expiration or other termination of this Lease.

SECTION 4.3 HOLDOVER: Should the Tenant or any party claiming under Tenant hold over in possession at the expiration of the Lease Term, such holding over shall not be deemed to extend the Lease Term or renew this Lease, and such holding over shall be an unlawful detainer and such parties shall be subject to immediate eviction and removal. In addition to utility charges and common area maintenance costs, upon such holding over, and without any demand from Landlord, Tenant shall pay to Landlord as rent during any period while Tenant or such party shall hold the Premises after expiration of the Term, Guaranteed Minimum Rent ("Guaranteed Minimum Rent") in an amount equal to double the monthly rate of minimum rent in effect for the last month of the Lease Term plus monthly Percentage Rent ("Percentage Rent") in an amount equal to one-sixth of the total percentage rent paid by Tenant, if any, in the last twelve months of the Term, and Tenant shall also pay all damages, consequential as well as direct, sustained by Landlord by reason of such holding over.

SECTION 5.0 RENT: The Tenant covenants and agrees that it will, without deduction, demand or set-off, pay to the Landlord for the use of the Premises, rent as set forth below:

SECTION 5.1 GUARANTEED MINIMUM RENT: Tenant agrees to pay Landlord a Guaranteed Minimum Rent, for the first year of the Lease Term, in the amount set forth in the Short Summary, plus applicable sales tax (if any) subject to increases as set forth in the Short Summary. Tenant shall pay Rent in monthly installments, without notice or demand, in advance, on or before the first day of each and every successive calendar month during the Lease Term.

except the first month's rent shall be paid upon execution hereof. The Guaranteed Minimum Rent shall commence on the Rent Commencement Date unless otherwise specified.

SECTION 5.2 ADDITIONAL RENT: Additional Rent shall be defined as all additional charges required of Tenant to be paid under this Lease including, but not limited to: (a) all insurance premiums, other than amounts which are the obligation of Landlord under this Agreement, that the Landlord deems necessary on the Premises and which are unpaid by Tenant; (b) cost of Ground Lease; (c) late fees and NSF fees as outlined in Section 5.3 of this Lease; (c) all costs related to fulfillment of Tenant's obligation to keep the Premises and every part thereof in good condition and repair; and (d) applicable sales tax.

SECTION 5.3 LATE CHARGE / NON-SUFFICIENT FUNDS: (1) Late Charge: Tenant hereby acknowledges that the late payment by Tenant to Landlord of rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Landlord by terms of any mortgage or trust deed covering the Premises. Accordingly, if any rent due from Tenant shall not be paid within five (5) days of the same becoming due or if any other sum due from Tenant shall not be received by Landlord within ten (10) days after written notice that said amount is due, then Tenant shall pay to Landlord a late charge equal to the maximum amount permitted by law (and in the absence of any governing law, ten percent (10%) of such overdue amount) plus any attorney's fees incurred by Landlord by reason of Tenant's failure to pay rent and/or other charges when due hereunder. (2) Non-Sufficient Funds Penalty: Any Rent payment to Landlord from Tenant which has been returned by the bank to the Landlord for non-sufficient funds shall be subject to a twenty-five dollar (\$25.00) NSF Check Fee. Additionally, should two (2) checks be returned to Landlord for NSF within a period of six (6) months, Landlord may demand that Tenant's Rent payments for the six (6) months immediately following shall be in certified U.S. funds only, which shall be defined as Money Order or Cashier's Check. All late fees and NSF fees shall be deemed as Additional Rent. The parties hereby agree that such late charges represent a fair and reasonable estimate of the cost that Landlord will incur by reason of the late payment by Tenant. Acceptance of such late charges by the Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

SECTION 6.0 COMMON AREA EXPENSES: Included in the base rent.

SECTION 6.1 CONTROL BY LANDLORD: Landlord shall have the right from time to time to establish, modify, and enforce reasonable rules and regulations with respect to all facilities and areas mentioned in this Lease. Landlord shall have the right to construct, maintain and operate lighting facilities on all said areas and improvements; to police the same; from time to time to change the area, level, location and arrangements of parking areas and other facilities hereinabove referred to; to restrict or temporarily close any portion of the parking areas prohibiting use by tenants, their officers, agents and employees; and to do and perform such other acts in and to said areas and improvements as, in the use of good business judgment, Landlord shall determine to be advisable with a view to the improvement of the convenience and

use thereof by tenants, their officers, agents, employees and customers. Tenant shall not be entitled to any compensation or diminution or abatement of rent, nor shall such diminution of common areas be deemed constructive or actual eviction.

SECTION 7.0 RULES AND REGULATIONS: Tenant shall faithfully observe and comply with the rules and regulations that Landlord shall from time to time promulgate and/or modify. Tenant's failure to keep and observe said rules and regulations shall constitute a breach of the terms of this Lease in the same manner as if the same were contained herein as covenants. Landlord reserves the right from time to time to amend or supplement said rules and regulations and to adopt and promulgate additional rules and regulations applicable to the Premises and the Building. Notice of such additional rules and regulations, and amendments and supplements, if any, shall be given to Tenant, and Tenant agrees thereupon to comply with and observe all such rules and regulations, and amendments thereto and supplements thereof, provided the same shall apply uniformly to all tenants of the Building.

SECTION 8.0 SALES AND RENT TAX: The Parties acknowledge and understand that Section 212.08, Florida Statutes, provides Tenant with a general exemption from the levy of sales, rental, use, consumption, distribution, and storage taxes.

SECTION 8.1 REAL ESTATE TAXES:

Included in the base rent, Landlord shall pay all real estate taxes and assessments for the Premises.

SECTION 8.2 PERSONAL PROPERTY TAXES: Tenant shall pay, or cause to be paid, before delinquency, any and all taxes levied or assessed and which become payable during the Lease Term hereof upon all Tenant's leasehold improvements, equipment, furniture and any other personal property located in the Premises that are not exempt to Tenant as a governmental entity. In the event any or all of the Tenant's personal property shall be assessed and taxed with the real property, Tenant shall pay to the Landlord its share of such taxes within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's personal property.

SECTION 9.0 UTILITIES: Tenant agrees to promptly pay all charges for electricity, gas, water, sewer, garbage, and other utilities supplied to the Premises, whether determined by meter or otherwise, together with all taxes thereon. If such charges are not so paid, they shall be added to the next or any subsequent month's Rent thereafter to become due as Landlord shall elect and be collectable as Rent.

Tenant shall set up utilities in Tenant's own name within ten (10) days of Lease execution where available. If Tenant is unable or fails to do so, Landlord will set up utilities in Landlord's name and bill back all charges to Tenant as Additional Rent. If such connection causes Tenant to use any utilities measured on Landlord's utility meters, Tenant will, upon request, pay Landlord the reasonable cost of such use as Additional Rent.

SECTION 10.0 SECURITY DEPOSIT: There is no security deposit due at Lease Commencement Date. If, by reason of sublet or otherwise, a security deposit becomes due, Landlord shall hold and apply such security deposit as set forth herein. If at any time during the Lease Term any of the rent herein shall be overdue and unpaid, or any other sum payable by Tenant to Landlord hereunder shall be overdue and unpaid, then Landlord may, at the option of Landlord, (but Landlord shall not be required to) appropriate and apply any portion of the Security Deposit to the payment of any such overdue rent or other sum. In the event of the failure of Tenant to keep and perform any of the terms, covenants and conditions of this Lease to be kept and performed by Tenant, then the Landlord, at Landlord's option, may appropriate and apply said entire deposit, or so much thereof as may be necessary, to compensate the Landlord for loss or damage sustained or suffered by Landlord due to such breach on the part of Tenant. Should the entire Security Deposit, or any portion thereof, be appropriated and applied by Landlord for the payment of overdue rent or other sums due and payable to Landlord by Tenant hereunder, then Tenant shall, upon the written demand of Landlord, forthwith remit to Landlord a sufficient amount in cash to restore said Security Deposit to the original sum, and Tenant's failure to do so within five (5) days after receipt of such demand shall constitute a breach of this Lease. Should Tenant comply with all of said terms, covenants and conditions and promptly pay all of the Rent herein provided for as it falls due, and all other sums payable by Tenant to Landlord hereunder, the said Security Deposit shall be returned to Tenant at the end of the Lease Term, or upon the earlier termination of this Lease. Landlord may deliver the funds deposited hereunder by Tenant to the purchaser of Landlord's interest in the Premises, in the event that such interest is sold, and thereupon Landlord shall be discharged from any further liability with respect to such Security Deposit. Landlord shall not have liability to Tenant for any interest on such Security Deposit.

SECTION 10.1 TRANSFER OF DEPOSIT: In the event of a sale or transfer of the Building or any portion thereof which includes the Premises, or in the event of the making of a lease of the Building or of any portion thereof, or in the event of a sale or transfer of the leasehold estate under any such underlying lease, the grantor, transferor or landlord, as the case may be, will thereafter be entirely relieved of all terms, covenants, and obligations thereafter to be performed by Landlord under this Lease to the extent of the interest or portion so sold, transferred or leased; and it shall be deemed and construed, without further agreement between the parties, that the purchaser, transferee or tenant, as the case may be, has assumed and agreed to carry out any and all covenants of Landlord hereunder, provided that: (i) any amount then due and payable to Tenant, or for which Landlord or the then grantor, transferor or landlord would otherwise then be liable to pay to Tenant, (it being understood that the owner of an undivided interest in the fee or any such lease shall be liable only for its proportionate share of such amount) shall be paid to Tenant, or the obligations for said payment shall be assumed by the grantee or transferee; (ii) the interest of the grantor, transferor or landlord, as Landlord, in any funds then in the hands of Landlord or then grantor, transferor or landlord, in which funds Tenant has an interest, shall be turned over, subject to such interest, to the then grantee, transferee or tenant; and (iii) notice of such sale and transfer of Lease shall be delivered to Tenant.

SECTION 11.0 REPAIRS: By entry hereunder, Tenant shall be deemed to have inspected the Premises and accepts the Premises as being in good, sanitary order, condition, and repair.

Landlord shall make necessary structural repairs to the Premises and shall keep in good condition and repair the foundations and roof on the Premises; provided however, Landlord shall not be required to make any such repairs where same are caused or occasioned by any act, omission, neglect, fault or negligence of Tenant, any subtenant, or concessionaire of Tenant, or any of their respective officers, employees, agents, customers, servants, invitees, or contractors, in which case Tenant shall pay to Landlord the actual cost of such maintenance or repair. Landlord shall not be required to commence any such repair until notice shall be received from Tenant specifying the nature of the needed repair. Landlord shall not be responsible for changing air filters for the air conditioning units.

Except for repairs specifically required to be performed by Landlord under this Section, Tenant shall perform all repairs necessary to keep the Premises in good order, repair (which repair shall mean replacement, if necessary) and condition, and in a clean, sanitary and safe condition in accordance with law and in accordance with all directions, rules and regulations of governmental agencies having jurisdiction, including, without limitation, the exterior and interior portions of all doors, door checks, windows, glass, utility facilities, existing telecommunication system, existing security system, and HVAC equipment, plumbing and sewage facilities within the Premises or under the floor slab including free flow up to the main sewer line, fixtures, heating, air conditioning, including mechanical equipment, utility facilities and electrical equipment serving the Premises and interior walls, floors, ceilings, and furnishings including compliance with applicable building codes. As a part of its maintenance obligation Tenant shall change air conditioning filters monthly and shall perform all maintenance repair and replacement using HVAC professionals approved by Landlord or County personnel. As part of its maintenance obligation Tenant shall be responsible for all lawn care including mowing and care of ornamental plants. If Tenant refuses or neglects to commence or complete any of the obligations above set forth in this Section promptly and adequately, Landlord may, but shall not be required to do so, make or complete said maintenance or repairs and Tenant shall pay the cost thereof to Landlord upon demand.

Unless specifically provided herein, there shall be no abatement of rent or liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of any repairs, alterations or improvements in or to any portion of the Building or the Premises or in or to fixtures, appurtenances and equipment therein. Tenant waives the right to make repairs at Landlord's expense under any law, statute, or ordinance now or hereafter in effect.

SECTION 11.1 ALTERATIONS: Tenant shall not make any changes, additions, improvements, or alterations ("Alterations") in or to the Premises or any part thereof without first obtaining the written consent of Landlord. In the event Landlord consents to the making of any Alteration, the same shall be made at Tenant's sole cost and expense. Tenant's Alterations must be performed by a licensed contractor under necessary local government approvals with copies of lien waivers submitted to Landlord upon completion. Landlord hereby approves Tenant installing blinds for open window areas that are aesthetically consistent with current blinds on the premises.

All Alterations and such fixtures, other than trade fixtures, which as a matter of law have become a part of the realty, which may be made or installed by either of the parties hereto upon the Premises, and which in any manner are attached to floors, walls, or ceilings, shall become the property of the Landlord upon installation and at the termination of this Lease and shall remain upon and be surrendered with the Premises as a part thereof. Any linoleum or other floor covering of similar character which may be cemented or otherwise adhesively affixed to the floor of the Premises shall be and become the property of the Landlord. Tenant agrees to remove all signs and personal insignia at the termination of the Lease, and to repair any damages caused to the Premises by reason of such removal. Upon the expiration or sooner termination of this Lease, Tenant shall, upon written demand by Landlord given at least thirty (30) days prior to the end of the Lease Term, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any Alterations designated by Landlord to be removed and Tenant shall, forthwith and with all due diligence, at its sole cost and expense, repair any damage to the Premises caused by such removal.

SECTION 11.2 SIGNS: Tenant shall not install any sign on the exterior of the Building or visible from the exterior of the Premises without the prior approval of Landlord.

SECTION 11.3 LANDLORD'S RIGHT TO PERFORM BUILDING RENOVATIONS: Tenant understands and agrees that Landlord may, at any time or from time to time during the Lease Term, perform substantial renovation work in and to the Premises or the mechanical systems serving the Premises (which work may include, but need not be limited to, the repair or replacement of the Premises exterior facade, exterior window glass, elevators, electrical systems, air conditioning and ventilating systems, plumbing system, common hallways, or lobby), any of which work may require access to the same within the Premises.

Tenant agrees that:

(a) Landlord shall have access to the Premises at all reasonable times, upon reasonable notice, for the purpose of performing such work; and

(b) Landlord shall incur no liability to Tenant, nor shall Tenant be entitled to any abatement of rent on account of any noise, vibration, or other disturbance to Tenant's business at the Premises (provided that Tenant is not denied access to said Premises) which shall arise out of said access by Landlord or by the performance by Landlord of the aforesaid renovations at the Premises or Building.

Landlord shall use reasonable efforts (which shall not include any obligation to employ labor at overtime rates) to avoid disruption of Tenant's business during any such entry upon the Premises by Landlord.

SECTION 11.4 MECHANICS LIENS AND ADDITIONAL CONSTRUCTION: If by reason of any alteration, repair, labor performed or materials furnished to the Premises for or on behalf of the Tenant, any mechanics' or other lien shall be filed, claimed, perfected or otherwise

established as provided by law against the Premises. Tenant shall discharge or remove the lien by bonding or otherwise within fifteen (15) days after notice from Landlord to Tenant of the filing of same.

Tenant hereby expressly acknowledges and agrees that no alterations, additions, repairs or improvements to the Premises of any kind are required or contemplated to be performed as a prerequisite to the execution of this Lease and the effectiveness thereof according to its terms or in order to place the Premises in a condition necessary for use of the Premises for the purposes set forth in this Lease, that the Premises are presently complete and usable for the purposes set forth in this Lease and that this Lease is in no way conditioned on Tenant making or being able to make alterations, additions, repairs or improvements to the Premises, unless otherwise specified under the Special Provisions Section of the Short Summary, notwithstanding the fact that alterations, repairs, additions or improvements may be made by Tenant, for Tenant's convenience or for Tenant's purposes, subject to Landlord's prior written consent, at Tenant's sole cost and expense.

Landlord and Tenant expressly acknowledge and agree that neither the Tenant nor anyone claiming by, through or under the Tenant, including without limitation contractors, sub-contractors, materialmen, mechanics and laborers, shall have any right to file or place any mechanics' or materialmen's liens of any kind whatsoever upon the Premises nor upon any building or improvement thereon; on the contrary, any such liens are specifically prohibited. All parties with whom the Tenant may deal are hereby put on notice that the Tenant has no power to subject the Landlord's interest in the Premises to any claim or lien of any kind or character. Any persons dealing with the Tenant must look solely to the credit of the Tenant for payment and not to the Landlord's interest in the Premises or otherwise.

Any lien against the Premises in violation of this Section shall be null and void and of no force or effect. In addition, Tenant shall cause any lien filed against the Premises in violation of this Section to be canceled, released, discharged and extinguished within fifteen (15) days after Tenant receives notice of filing and shall indemnify and hold the Landlord harmless from and against any such lien and any costs, damages, charges and expenses incurred in connection with or with respect to any such lien.

The interest of the Landlord shall not be subject to liens for improvements made by the Tenant and Tenant shall notify the contractor making any such improvements of this provision. Tenant agrees that all work will be performed lien free and Tenant will indemnify Landlord from any claim of lien and will bond off any lien within thirty (30) days.

SECTION 11.5 Omitted

SECTION 12.0 NON-LIABILITY FOR INJURY, LOSS, OR DAMAGE: Omitted.

SECTION 12.1 NON-LIABILITY OF LANDLORD: The term Landlord as used in this Lease means only the owner or the mortgagee in possession for the time being of the Building in which the Premises are located or the owner of a leasehold interest in the Building and/or the

land thereunder so that in the event of sale of the Building or an assignment of this Lease, or a demise of the Building and/or land, Landlord shall be and hereby is entirely freed and relieved of all obligations of Landlord hereunder and it shall be deemed without further agreement between the parties and such purchaser(s), assignee(s) or lessee(s) that the purchaser, assignee or lessee has assumed and agreed to observe and perform all obligations of Landlord hereunder. It is specifically understood and agreed that there shall be no personal liability on Landlord in respect to any of the covenants, conditions or provisions of this Lease; in the event of a breach or default by Landlord of any of its obligations under this Lease, Tenant shall look solely to the equity of Landlord in the Building for the satisfaction of Tenant's remedies.

SECTION 12.2 INDEMNITY AND HOLD HARMLESS: To the extent permitted for governmental entities under Section 768.28, Florida Statutes, Tenant shall indemnify and save Landlord harmless from any and all claims or demands of any kind, for injuries to persons or damage to property arising out of Tenant's negligent use of the premises asserted by third parties against Tenant, Tenant's employees, agents or invitees, and from any and all injury or damage done by any of them to the demised premises. Tenant shall not be liable for any claims or demands of any kind arising out of Landlord's negligent acts or those of its employees, agents, or invitees. Tenant makes no other waiver of its rights of sovereign immunity as provided by Florida law for governmental entities.

Tenant covenants and agrees to indemnify and hold harmless Landlord from and against any and all claims arising from Tenant's use of the Premises, or from the conduct of its business or from any activity, work, alteration, construction, improvement or other things done, permitted or suffered by the Tenant in or about the Premises (unless such claim is solely and directly caused by the Landlord's sole negligence, breach of representation or warranty hereunder).

SECTION 13.0 INSURANCE: Tenant agrees to maintain insurance adequate to cover the value of the contents maintained within the Premises against all perils or loss. In no event shall the Landlord be responsible for any contents or personal property stored or maintained within the Premises.

SECTION 13.1 BUILDING INSURANCE: Landlord shall maintain building insurance in accordance with the terms of the Ground Lease.

Tenant shall not do anything in or about the Premises which will in any way tend to increase the existing rate of or affect coverage under any fire or other insurance policy on the Premises or any of its contents, nor cause the cancellation of any insurance policy covering said Premises or any part thereof or any of its contents.

SECTION 14.0 DESTRUCTION-FIRE: If the Premises shall be damaged by fire or peril, the elements, unavoidable accident, or other casualty, Landlord shall, at its own expense, cause such damage to be repaired, but only to the extent such damage relates to improvements originally made at Landlord's expense by Landlord, and only to the extent of insurance proceeds received by Landlord. If by reason of such occurrence, the Premises shall be rendered untenable, the Guaranteed Minimum Rent shall be abated during the period that Landlord is

making Landlord's repairs. Said abatement shall be proportionate to the portion of the Premises rendered untenable. If the Premises shall be rendered wholly untenable by reason of such occurrence, Landlord may, at its election, terminate this Lease and the tenancy hereby created by giving the Tenant, within the sixty (60) days following the date of said occurrence, written notice of Landlord's election so to do, and in the event of such termination, Guaranteed Minimum Rent shall be adjusted as of such date. If Landlord does not elect to terminate this Lease, Landlord shall, at its own expense, cause such damage to be repaired, but only to the extent such damage relates to improvements originally made at Landlord's expense by Landlord and only to the extent of insurance proceeds received by Landlord. Nothing in this section shall be construed to permit the abatement in whole or in part of any Additional Rent. In the event that twenty-five percent (25%) or more of the rentable area of the Building shall be damaged or destroyed by fire or other cause, notwithstanding that the Premises may be unaffected by such fire or other cause, Landlord may terminate this Lease and the tenancy hereby created by giving to the Tenant five (5) days' prior written notice of Landlord's election to do so, which notice shall be given, if at all, within sixty (60) days following the day of said occurrence, and Guaranteed Minimum Rent shall be adjusted as of the date of such termination.

Notwithstanding anything herein to the contrary, Landlord shall have no obligation to rebuild the Premises.

SECTION 15.0 ASSIGNMENT AND SUBLETTING: Tenant shall not either voluntarily, or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein and shall not sublet the said Premises or any part thereof, or any right or privilege appurtenant thereto, or allow any other person (the employees, agents, servants and invitees of Tenant excepted) to occupy or use the Premises or any portion thereof without first obtaining the written consent of Landlord in each instance, which consent may be withheld at Landlord's sole discretion. The consent of Landlord to any assignment, mortgaging, or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment, mortgaging, or subletting. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. If this Lease is assigned, or if the Premises or any part thereof shall be underlet or occupied by anybody other than Tenant, Landlord may collect rent from the assignee, under-tenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, underletting, occupancy or collection shall be deemed a waiver of this covenant or the acceptance of the assignee, under-tenant or occupant as Tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. Notwithstanding any assignment or sublease, Tenant shall remain fully liable and shall not be released from performing any of the terms, covenants, and conditions of this Lease.

SECTION 16.0 EMINENT DOMAIN: If the whole or any part of the Premises shall be taken by any public authority under the power of eminent domain, then the Lease Term shall cease on the part so taken from the day the possession of that part shall be required for any public purpose, and the Rent shall be paid up to that day. If such portion of the Premises is so taken as to destroy the usefulness of the Premises for the purpose for which the Premises were leased, then, from that day, the Tenant shall have the right either to terminate this Lease and

declare the same null and void, or to continue in the possession of the remainder of the Premises under the terms herein provided, except that the Guaranteed Minimum Rent shall be reduced in proportion to the amount of the Premises taken. If Tenant shall fail to terminate this Lease as aforesaid within thirty (30) days after notice of said taking, said failure shall be regarded as a waiver of its right to cancel, whereupon this Lease shall continue for the then balance of the Lease Term. If Tenant exercises its right to cancel, all advance rent paid by Tenant shall be adjusted to the date of said taking. If more than twenty-five percent (25%) of the floor space of the Building shall be taken by any public authority under the power of eminent domain, or if so much of the parking facilities in the Building shall be so taken or conveyed that the number of the parking spaces necessary, in Landlord's judgment, for the continued operation of the Building shall not be available, then in any such event Landlord may, by notice to Tenant, terminate this Lease as of the date when possession shall have been taken. If this Lease shall continue in effect, Landlord shall, at its expense, but only to the extent of the net award or other compensation (after deducting all expenses in connection with obtaining same) available to Landlord for the improvements taken or conveyed (excluding any award or other compensation for land), make all necessary alterations so as to constitute the remaining Building a complete architectural and tenantable unit. All awards and compensation for any taking or conveyance, whether for the whole or a part of the Building, the Premises, or otherwise, shall be the property of Landlord, and Tenant hereby assigns to Landlord all of Tenant's right, title, and interest in and to any and all such awards and compensation, including, without limitation, any award or compensation for the value of the unexpired portion of the Lease Term. Tenant shall be entitled to claim, prove and receive in the condemnation proceeding such award or compensation as may be allowed for its trade fixtures and loss of business, good will, depreciation or injury to and cost for removal of stock and trade, but only if such award or compensation shall be made by the condemning authority in addition to, and shall not result in reduction of, the award or compensation made by it to Landlord.

SECTION 17.0 FORCE MAJEURE: Anything in this Lease to the contrary notwithstanding, neither Landlord nor Tenant shall be deemed in default with respect to any provision, covenant or condition of this Lease on the part of either of them respectively to be performed if the performance thereof shall be delayed, interfered with, or rendered impossible because of any strike, lockout, civil commotion, war, warlike operation, invasion, insurrection, rebellion, hostilities, revolution, military or usurped power, sabotage, inability to obtain any necessary material or service, governmental delay regarding permits or approvals, act of God, or other cause beyond the control of the party seeking to excuse such performance, provided such cause is not due to the act or neglect of such party; and provided further, however, that such performance shall be resumed and completed with due diligence and reasonable dispatch as soon as the contingency causing such delay or impossibility shall abate. Nothing in this Section shall operate or be construed to relieve Tenant of any obligation for the payment of Minimum Guaranteed Rent or Additional Rent.

SECTION 18.0 DEFAULT OF TENANT: Remedies of Landlord for non-compliance: In the event that (i) the Rent, including common area maintenance, insurance, utilities, and/or any other payment required to be made by Tenant as specified herein is not paid at the time and place when and where due, (ii) the Premises shall be deserted or vacated, (iii) the Tenant shall fail to

comply with any term, provision, condition of this Lease, or any of the rules and regulations now or hereafter established for the Building. (iv) any petition is filed by or against Tenant to have Tenant adjudged bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy, or the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, (v) Tenant shall become insolvent or make a transfer in fraud of creditors, then Landlord shall have the option to proceed according to one or more of the following courses of action in addition to any other remedies at law:

1) Terminate this Lease, in which event Tenant shall immediately surrender possession of the Premises to Landlord, but if Tenant shall fail to do so, Landlord may, in accordance with applicable law, enter upon the Premises and expel or remove Tenant and its effects without being liable to prosecution or any claim for damages therefore, and Tenant hereby waives its rights to receive notice in accordance with Section 83.20 Florida Statutes and agrees to indemnify Landlord for all loss and damage which Landlord may suffer by reason of such termination, whether through inability to re-let the Premises, or through decrease in rent, or otherwise including but not limited to the cost of recovering possession of the Premises, expenses of re-letting, necessary renovation and alteration of the Premises, the worth at the time of award by a court having jurisdiction thereof of the amount by which the unpaid Rent and other charges and adjustments called for herein for the balance of the Lease Term after the time of such award exceeds the amount of such loss for the same period that Tenant proves could be reasonably avoided, and that portion of any leasing commission paid by Landlord and applicable to the unexpired Lease Term; and/or

2) Declare the entire amount of the Rent which would become due and payable during the remainder of the Lease Term to be due and payable immediately, in which event, Tenant agrees to pay the same at once, together with all rents theretofore due, at Landlord's address as provided herein; provided, however, that such payment shall not constitute a penalty or forfeiture or liquidated damages, but shall merely constitute payment in advance of the Rent for the remainder of the Lease Term, the acceptance of such payment by Landlord shall not constitute a waiver of any failure of Tenant thereafter occurring to comply with any term, provision, condition or covenant of this Lease; and/or

3) Enter the Premises as the agent of the Tenant, without being liable to prosecution or any claim for damages therefore, and re-let the Premises as agent of the Tenant, and receive the Rent therefore and the Tenant shall pay the Landlord any deficiency that may arise by reason of such reletting on demand at the office of the Landlord; and/or

4) Do whatever the Tenant is obligated to do by the provisions of this Lease, and may enter the Premises without being liable to prosecution of any claims for damages therefore, in order to accomplish this purpose. The Tenant agrees to reimburse the Landlord immediately upon demand for any expense which the Landlord may incur in thus affecting compliance with this Lease on behalf of the Tenant, and the Tenant further agrees that the Landlord shall not be liable

for any damages resulting to the Tenant from such action, whether caused by the negligence of the Landlord or otherwise.

Pursuit by Landlord of any of the foregoing remedies shall not preclude the pursuit of any of the other remedies herein provided or any other remedies provided by law. No act or thing done by the Landlord or its agents during the Lease Term hereby granted shall be deemed an acceptance of a surrender of said Premises, and no agreement to accept a surrender of said Premises shall be valid unless the same be made in writing and subscribed by the Landlord. The mention in this Lease of any particular remedy shall not preclude the Landlord from any other remedy the Landlord might have, either in law or in equity, nor shall the waiver of or redress for any violation of any covenant or condition in this Lease contained, or any of the rules and regulations set forth herein or hereafter adopted by Landlord, prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The receipt by the Landlord of Rent with knowledge of the breach of any covenant in this Lease contained shall not be deemed a waiver of such breach. No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall effect Landlord's right to collect Rent for the period prior to the termination thereof. Unpaid installments of Rent or other sums shall bear interest from the date due at the maximum legal rate.

SECTION 18.1 LANDLORD'S RIGHT TO CURE DEFAULTS: If Tenant shall fail to make repairs, comply with all laws and ordinances and regulations, pay all bills for utilities, or perform any other obligation on the part of Tenant to be performed, in accordance with the provisions of this Lease, then Landlord shall have the right and option to perform such work or make such payments on behalf of Tenant, and Tenant agrees to reimburse Landlord promptly upon demand, together with interest at the rate of ten percent (10%) per annum, and upon its failure to do so, Landlord shall have all the remedies therefore as for non-payment of Rent hereunder. The right and option given in this Section shall not have the effect of releasing Tenant from the obligation to perform any of the covenants herein provided to be performed by Tenant or deprive Landlord of any legal rights which Landlord may have by reason of any such default.

SECTION 18.2 LANDLORD'S FEES: Omitted.

SECTION 19.0 DEFINITION OF LANDLORD: The term "Landlord" as used in this Lease means only the owner for the time being of the land and buildings comprising the Building. In the event of any sale of the Building, the Landlord shall be and is hereby entirely relieved of all covenants and obligations of the Landlord hereunder.

SECTION 19.1 DEFINITION OF TENANT: The word "Tenant" shall be deemed and taken to mean each and every person or party mentioned as a Tenant herein. If there shall be more than one Tenant, any notice required or permitted by the terms of this Lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. The use of the neuter singular pronoun to refer to Landlord or Tenant shall be deemed a proper reference even though Landlord or Tenant may be an individual, a partnership, a corporation, or a group of two or more individuals or corporations. The necessary grammatical changes required to make the provision of this Lease apply in the plural sense where there is more than one

Landlord or Tenant and to either corporations, associations, partnerships, or individuals, males, or females, shall in all instances be assumed as though in each case fully expressed.

SECTION 19.2 NOTICE TO LANDLORD: The checks for Rent accruing hereunder shall be made payable and forwarded to Landlord at the address specified in the Short Summary, and all notices given to the Landlord hereunder shall be forwarded to the Landlord at the foregoing address, by certified mail, return receipt requested, unless Tenant is notified otherwise in writing.

SECTION 19.3 SERVICE OF NOTICE: Tenant hereby appoints as its agent to receive the service of all dispossessory or restraint proceeding legal notices and notices required under this Lease, the person in charge of said Premises at the time, or occupying the Premises, and if there is no person in charge of or occupying the same, then such service or notice may be made by attaching the same on the main entrance of the Premises. Landlord shall serve all notices to Tenant at the address specified in the Short Summary by certified mail, return receipt requested, prior to serving notice to the Premises.

SECTION 20.0 PLEDGE OF PERSONAL PROPERTY: Omitted.

SECTION 20.1 TENANT'S STATEMENT: Tenant shall at any time and from time to time, upon not less than three (3) days' prior written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (b) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults, if any are claimed, and (c) setting forth the date of commencement of Rent and the expiration of the Lease Term hereof. Any such statement may be relied upon by the prospective purchaser or encumbrancer of all or any portion of the real property of which the Premises are a part.

SECTION 20.2 ATTORNMENMENT: Tenant shall, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by the Landlord covering the Premises, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this Lease.

SECTION 20.3 ACCORD AND SATISFACTION: No endorsement or statement on any check or in any letter accompanying any check or payment as Rent shall be deemed an accord and satisfaction. Landlord may accept such check or payment without being subject to the terms of any such endorsement or statement and without prejudice to Landlord's right to recover the balance of all rent due Landlord or Landlord's right to pursue any other remedy in this Lease provided.

SECTION 20.4 SUBORDINATION; ESTOPPEL CERTIFICATE: This Lease is subject and subordinate to any and all mortgages which may now or hereafter affect the real

property of which the Premises is a part thereof, and to all renewals, modifications and extensions thereof. The Tenant shall, upon ten (10) days' written request of Landlord, execute any subordination documents which Landlord may deem necessary and/or any modification of this Lease that might be required by any lending institution or other entity that may become a mortgagee as to the property of which the Premises is a part. Tenant also agrees that if it shall fail at any time to execute, acknowledge or deliver any such instrument or document requested by Landlord, Landlord may, in addition to any other remedies available to it, execute, acknowledge and deliver such instrument as the attorney-in-fact of Tenant and in Tenant's name; and Tenant hereby makes, constitutes and irrevocably appoints Landlord as its attorney-in-fact for that purpose. Tenant shall not be required to execute any subordination agreement unless such agreement contains a non-disturbance provision in favor of Tenant which guarantees to the Tenant that the mortgagee and its successors shall not disturb the Tenant's possession and quiet enjoyment so long as Tenant shall timely perform all of its covenants under this Lease. The subordination agreement shall further require the Mortgagee or purchasee at a foreclosure sale to assume the obligations of the Landlord as of the day mortgagee shall acquire title to the Premises. The Tenant shall agree to attorn to the mortgagee if mortgagee shall become the owner of the Premises.

Estoppel certificate: Within ten (10) days after request therefor by Landlord, or in the event that upon any sale, assignment or hypothecation of the Premises and/or the land thereunder by Landlord, an estoppel certificate shall be required from Tenant. Tenant agrees to deliver in recordable form, a certificate to any current or proposed mortgage lender or purchaser, or to Landlord, certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified, and stating the modifications), that there are no defenses or offsets thereto (or stating those claimed by Tenant), the dates to which Guaranteed Minimum Rent, Additional Rent and other charges have been paid and any other information reasonably requested by Landlord.

SECTION 20.5 WAIVER OF SUBROGATION: Each party to this Lease hereby waives any cause of action it might have against the other party hereto on account of any Landlord damage that is covered by any insurance policy that covers the Premises, Tenant's fixtures, personal property, leasehold improvements, or business, and which names Tenant as a party insured, it being understood and agreed that this provision is cumulative of Sections 13.0 and 13.1 hereof; and Tenant agrees that it will require its insurance carrier to endorse all applicable policies so as to waive the carrier's rights of recovery under subrogation or otherwise against Landlord.

SECTION 21.0 QUIET ENJOYMENT: Subject to the terms and conditions of this Lease, upon payment by the Tenant of the Rent herein provided, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the Lease Term hereby without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under the Landlord.

SECTION 22.0 GENERAL PROVISIONS:

SECTION 22.1 ENTIRE AGREEMENT: This Lease and the Exhibits, if any, attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises. There are no covenants, promises, agreements, conditions, or understandings, either oral or written, between them other than those herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

SECTION 22.2 NO PARTNERSHIP: Landlord does not, in any way or for any purpose, become a partner of Tenant in the conduct of its business, or otherwise, or joint venturer or a member of a joint enterprise with Tenant. The provisions of this Lease relating to the percentage rent payable hereunder are included solely for the purpose of providing a method whereby the Rent is to be measured and ascertained.

SECTION 22.3 CAPTIONS AND SECTION NUMBERS: The captions, section numbers and index appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections of this Lease nor in any way affect this Lease.

SECTION 22.4 BROKER'S COMMISSION: Each of the parties represents and warrants that there are no claims for brokerage commissions or finder's fees in connection with the execution of this Lease. Each of the parties agrees to indemnify the other against, and hold it harmless from, all liabilities arising from any such claim.

SECTION 22.5 PARTIAL INVALIDITY: If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

SECTION 22.6 WAIVER: One or more waivers of any covenant or condition by the Landlord shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by the Landlord to or of any act by the Tenant requiring the Landlord's consent or approval shall not be deemed to waive or render unnecessary the Landlord's consent or approval to or of any subsequent similar act by the Tenant. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent. No covenant, term or condition of this Lease shall be deemed to have been waived by Landlord, unless such waiver shall be in writing by Landlord.

No waiver by Tenant of any breach of this Lease by Landlord shall be construed as a waiver of any subsequent breach of any duty or covenant imposed by this Lease.

SECTION 22.7 CORPORATE STATUS: Omitted.

SECTION 22.8 HAZARDOUS MATERIALS: "Hazardous Materials" includes, without limit, any flammable explosives, radioactive materials, petroleum, natural gas liquids, Hazardous Material, hazardous wastes, hazardous or toxic substances or any pollutant or contaminant defined as such, in or used by any federal, state, or local law, ordinance, rule, regulation, standard, order or decree which relates to protection of the public health, welfare and the environment, including without limitation those relating to the storage, handling and use of chemicals and other Hazardous Materials, those relating to the generation, processing, treatment, storage, transport, disposal or other management of waste material of any kind and those relating to the protection of environmentally sensitive areas ("Environmental Laws").

Tenant shall not (either with or without negligence) cause or permit the escape, disposal, or release of any biologically or chemically active or other Hazardous Substances. Tenant shall not allow the storage or use of such substances or materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such substances or materials, nor allow to be brought into the Premises any such materials or substances. Without limitation, Hazardous Materials shall include those described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et seq., any applicable state or local laws and the regulations adopted under these acts. If any lender or governmental agency shall ever require testing to ascertain whether or not there has been any release of Hazardous Materials, then the reasonable costs thereof shall be reimbursed by Tenant to Landlord upon demand as additional charges if such requirement applies to the Premises. In addition, Tenant shall execute affidavits, representations or other documents at Landlord's request concerning Tenant's best knowledge and belief regarding the presence of Hazardous Materials on the Premises. In all events, Tenant shall indemnify Landlord in the manner elsewhere provided in this Lease from any release of Hazardous Materials on the Premises occurring while Tenant is in possession or elsewhere if caused by Tenant or persons acting under Tenant. This covenant within shall survive the expiration or earlier termination of the Lease Term. Tenant must comply with all governmental ordinances regarding the disposing of any chemical and/or toxic waste. Upon Landlord's request, Tenant must supply Landlord with sufficient proof that Tenant is in compliance with all laws concerning hazardous waste and/or materials.

SECTION 22.9 NO OPTION: Notwithstanding anything to the contrary contained herein, the submission of this Lease for examination does not constitute a reservation of or option for the Premises and this Lease becomes effective as a lease only upon execution and delivery thereof by Landlord and Tenant.

SECTION 22.10 BINDING EFFECT: The covenants and agreements herein contained shall bind, and the benefits and advantages thereof shall inure to the respective heirs, legal

representatives, successors and permitted assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders. This Lease constitutes a Florida contract, and shall be construed according to the laws of that State. Venue shall only be in Hernando County, Florida.

SECTION 22.11 RADON GAS: Pursuant to Florida Statutes, 404.056(a), the following notification is provided:

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

SECTION 22.12 ASBESTOS CONTAINING MATERIAL (ACM): Pursuant to statute, the following notification is provided:

Most buildings constructed or renovated before 1981 contain some asbestos-containing materials (ACM). The presence of asbestos in a building does not pose a risk to the building occupants if the material is managed in a fashion which insured that it is not disturbed without proper precautions. OSHA has published a rule (Occupational Exposure to Asbestos: Final Rule 59 Fed. Reg. 40,964; August 10, 1994, as amended) effective October 1, 1995, that imposes significant new worker protection, record keeping, record sharing and notice requirements on landlords, tenants, and their respective contractors when dealing with known ACM, or building materials installed before 1981 that are presumed to contain ACM (called "PACM" under the rule). If you are not familiar with these requirements, we urge that you become familiar with them immediately - in addition to traditional "asbestos removal" projects, the rule covers a wide variety of building maintenance activities that previously were not regulated, including traditional custodial activities and other small repairs that may involve ACM or PACM.

Among other requirements, landlords and their tenants are required to keep and share information regarding the presence of any known ACM in the Premises. (The notice and record keeping requirements of the rule are too extensive to summarize here in detail. It is Tenant's responsibility to ensure they are in compliance with all rule requirements.) In accordance with the rule, we request that you keep us apprised of any work within your unit that you perform in the future. Although you are required to maintain independent records of these matters, this information should be transmitted to us promptly to ensure the overall coordination of these matters.

In any case, no ACM or PACM should be removed or disturbed without prior written notice to Landlord attention Property Manager, and any other parties required to be notified under applicable law. All maintenance, custodial, or repair work, and all removal projects must be performed in strict accordance with all applicable rules and regulations, including any new rule and the worker protection, notice and record keeping requirements therein.

SECTION 22.13 CONFIDENTIALITY: Omitted.

SECTION 22.14 INDEPENDENT COVENANTS: The Rent, Additional Rent, and all other sums payable hereunder by Tenant shall be paid without notice, demand, setoff, counterclaim, deduction, or defense and, except as otherwise expressly provided herein, without abatement or suspension. It is the intention of the parties hereto that the obligations of Tenant hereunder shall be separate and independent covenants and agreements, that the Guaranteed Minimum Rent, Additional Rent and other sums payable by Tenant hereunder shall continue to be payable in all events and that the obligations of Tenant hereunder shall continue unaffected, unless the requirement to pay or perform the same shall have been terminated pursuant to an express provision of this Lease.

SECTION 22.15 SURVIVAL: Any provision of this Lease which obligates the Landlord or the Tenant to pay an amount or perform an obligation before the commencement of the Lease Term or after the expiration of the Lease Term shall be binding and enforceable notwithstanding that payment or performance is not within the Lease Term, and the same shall survive.

SECTION 22.16 TIME OF ESSENCE: Time is of the essence of this Lease, and all provisions herein relating thereto shall be strictly construed.

SECTION 22.17 WAIVER OF JURY TRIAL: The parties hereto shall, and they hereby do, waive trial by jury in any action, proceeding or counterclaim brought by either Landlord or Tenant against the other with respect to any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises, and/or any claim for injury or damage. The parties acknowledge that this provision is a material inducement to their respective execution of this Lease.

SECTION 22.18 ATTORNEY'S FEES: Each party hereto agrees to bear their own attorneys' fees and costs in the event of any dispute, claim, action, or appeal arising out of or related to this Lease.

SECTION 22.19 NO WAIVER OF SOVEREIGN IMMUNITY: Except as provided in Section 12.2 of this Lease, no provisions, terms, or conditions of this Lease shall be construed as a relinquishment by Tenant of any of its rights as a sovereign local government. Tenant expressly reserves all rights and defenses under applicable sovereign immunity law.

SECTION 22.20 RIGHT TO SUB-LET: Tenant shall have the right to sub-let this Lease to another qualified entity acceptable to Landlord in the event that a Tenant-owned building becomes available to Tenant for use as a government center, and upon the giving of six (6) months advance written notice to Landlord in the manner provided therefore in Section 19.2 of this Lease.

SECTION 22.21 PUBLIC ENTITY CRIME STATEMENT: Section 287.133, Florida Statutes, places the following restrictions on the ability of persons convicted of public entity crimes to transact business with public entities, including the County:

A person, or affiliate, who has been placed on the convicted vendor list, following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

SECTION 22.22 DISCRIMINATORY VENDOR STATEMENT: Section 287.134, Florida Statutes, places the following restrictions on the ability of persons on the discriminatory vendor list to transact business with public entities, including the County:

An entity who has been placed on the discriminatory vendor list may not submit a bid or proposal to provide goods or services to a public entity, may not submit a bid or proposal with a public entity for the construction or repair of a public building or public work, may not submit bids or proposals on leases of real property to a public entity, may not perform work as a contractor, supplier subcontractor or consultant under contract with any public entity and may not transact business with any public entity.

**REST OF PAGE INTENTIONALLY LEFT BLANK
SEE NEXT PAGE FOR SIGNATURES**

IN WITNESS WHEREOF, this Lease has been duly executed by the parties hereto, under seal, as of the day and year first written above. Signed, sealed, and delivered in the presence of:

WITNESS AS TO LANDLORD:

Sally A. Greathouse
Sally A. Greathouse (printed name)

Cory Greathouse
Cory Greathouse (printed name)

Sally A. Greathouse
Sally A. Greathouse (printed name)

Cory Greathouse
Cory Greathouse (printed name)

LANDLORD:

Dennis H. Wilfong
Dennis H. Wilfong

Pamela S. Wilfong
Pamela S. Wilfong

ATTESTATION FOR TENANT:



Douglas A. Chorvat, Jr.
Douglas A. Chorvat, Jr.
Clerk

TENANT: **HERNANDO COUNTY**, a political subdivision of the state of Florida, by and through its Board of County Commissioners

John Mitten
John Mitten
Chairman

Approved for Form & Legal Sufficiency

Deputy County Attorney
Deputy County Attorney

EXHIBIT "A" - LEASEHOLD
Excluding Orange-Outlined Warehouse and Workshop



EXHIBIT "2"

