

LEASE AGREEMENT BETWEEN

GOLDCHEM, LLC, a Florida limited liability company

AND

THE CITY OF ORLANDO, FLORIDA, a Florida municipal corporation

THIS LEASE (hereinafter "Lease") is made and entered into this ____ day of _____, 2014, by and between **Goldchem, LLC, a Florida limited liability company** and/or assignees (herein "Landlord") and the **City of Orlando, Florida, a Florida municipal corporation** (herein "Tenant")

RECITALS

- A. The parties previously entered into a Lease Agreement ("Lease") for the benefit of the Central Florida Urban Search and Rescue Team Consortium ("Consortium"), for the premises located at 4507, 36th Street, Orlando, FL 32811 ("Premises") for the uses and purposes set forth herein.
- B. The parties have agreed to enter into a new lease under the same terms and conditions except as specifically described herein.
- C. The new lease will be for a term extending until September 30, 2015.
- D. Landlord is willing to lease the Premises to Tenant, on behalf of the Consortium, on the terms and conditions set forth in this Lease.

NOW THEREFORE, in consideration of the premises, and other good and valid consideration, the receipt and sufficiency of which are acknowledged by each party to the other, it is agreed as follows:

ARTICLE 1. GRANT AND TERM

1.1 Premises. Landlord does hereby lease, let and demise unto Tenant, and Tenant, on behalf of the Consortium, does hereby lease from Landlord the Premises shown and outlined on **Exhibit "A"** containing approximately seventeen thousand four hundred sixty-two (17,462) gross square feet, to have, hold and use the same as Tenant for and during the term of the Lease in accordance with and upon the covenants, agreements, promises and conditions stipulated and agreed upon between the parties as set out in this Lease. The Premises is part of the building ("Building") also shown on and identified in **Exhibit "A"**. The land on which the Building is located is also legally described in **Exhibit "A"** ("Property").

1.2 Parking. Tenant shall enjoy a nonexclusive right to utilize the parking facilities on the Property to be shared with the tenants of other units within the Property. Notwithstanding the foregoing, no parking shall be allowed in the area designated on **Exhibit "B"**, as that area is

needed to allow for Tenant's vehicles to maneuver into and out of the Premises. This same area may be used by other tenants for access to their units. Whenever Tenant desires to use the access area at the same time another tenant does, Tenant shall have priority for that purpose, expeditiously vacating the area as soon as reasonably practicable.

1.3 Term of Lease and Renewal Options. The term of this Lease commenced as of May 1, 2014 (Commencement Date) and shall end on September 30, 2015 (Expiration Date) (herein the "Term"). So long as Tenant has abided by all terms and conditions of this Lease during the Initial Term and grant funding is available to pay for renewals, the Lease may be extended nine (9) times for one (1) year each, on the same terms and conditions set forth herein during the Initial Term, except that rent shall be adjusted by mutual agreement of the parties. In order to exercise a renewal option, Tenant shall provide written notice to Landlord that it wishes to extend the Lease; whereupon, the parties shall meet within seven (7) days thereafter and determine a Monthly Rental amount for the renewal term. If the parties are unable to agree upon a new Monthly Rent amount by no later than three (3) months prior to the expiration of the then existing term, either party may elect not to proceed with renewal of the Lease.

1.4 Quiet Enjoyment. Landlord covenants that Tenant is entitled to the quiet, peaceful enjoyment and use of the Premises during the term and any renewal term of this Lease, so long as Tenant shall faithfully keep and perform all covenants, promises and agreements of this Lease.

1.5 Landlord's Access to Premises. Notwithstanding the foregoing, Landlord and Landlord's agents shall have the right to enter the Premises at mutually agreeable times upon prior written notice at least seven (7) days in advance for the purpose of inspecting the same and performing any services required of Landlord. In the event of an emergency, access will be allowed to any Tenant representative within twenty-four (24) hours.

ARTICLE 2. RENT, OTHER TENANT EXPENSES & SECURITY DEPOSIT

2.1 Monthly Rent. Throughout the term of this Lease, Tenant shall pay each month to Landlord, without deduction or set-off, a combination of rent and applicable Florida State Sales Tax. Tenant shall pay to Landlord as rent during the Term the amount of Ten Thousand Four Hundred Sixty-eight and 23/100 Dollars (\$10,468.23) (Monthly Rent) in advance throughout the Term. Tenant shall pay the Monthly Rent then due.

2.2 Florida State Sales Tax. Tenant shall be responsible for the payment of any applicable sales taxes levied by the State of Florida on all payments due under this Lease that may be classified as rent by such taxing authorities. Tenant shall pay such taxes to Landlord at the same time that rent payments or other payments classified as rent are made by Tenant to Landlord.

2.3 Returned Check Fee. If any check for rent or other sums due hereunder received by Landlord is returned by a financial institution for insufficient funds, in addition to any other right or remedy available to Landlord as a result of such default, Tenant shall pay Landlord a returned check fee in the maximum amount allowed by Florida law to reimburse Landlord for the costs and expenses associated with such returned check. The current amount allowed is Forty Dollars (\$40.00).

2.4 Late Charges. If rent or any other payment due under this Lease is not paid by the fifteenth (15th) day of the month, a late charge equal to ten percent (10%) of the amount due shall become due and payable immediately. Any outstanding payments due, shall accrue interest at the rate 1.5% per month.

2.6 Method of Payment. All rent payments, including amounts for Other Tenant Expenses and any other payments owed shall be paid by direct deposit into the designated Bank account provided by the Landlord.

2.7 Security Deposit. A Security Deposit in the amount of (NONE REQUIRED)

2.8 Additional Rent. Unless otherwise expressly provided, all monetary obligations of Tenant to Landlord under this Lease, of any type or nature, other than Monthly Rent, may generally be called "Additional Rent" in this Lease. Except as otherwise provided, all Additional Rent payments are due and payable fifteen (15) days after delivery of an invoice and shall be collectible and otherwise enforceable on the same terms and conditions as Monthly Rent.

ARTICLE 3. BUILDING SERVICES, MAINTENANCE, REPAIRS AND CASUALTIES

3.1 Building Services. Landlord shall furnish the services reasonably necessary for Tenant's usual and customary use of the Premises and Common Elements, except to the extent of Tenant's maintenance obligations specifically listed in this Lease. These services shall be limited to furnishing all utilities, HVAC, electricity, water, sewer, trash removal, telephone, internet services. Landlord shall not be responsible for long distance charges for calls to third parties at locations outside the continental United States. Landlord's service obligations are in part summarized in **Exhibit "C"** attached hereto and made a part hereof.

Landlord's failure to furnish, or any stoppage of these services resulting from causes beyond the control of Landlord, shall not render the Landlord liable in any respect for damages to either person or property, nor be construed as an eviction of Tenant, nor work an abatement of rent, nor relieve Tenant from fulfillment of any covenant or agreement hereof. Should any equipment or machinery breakdown or, for any cause, cease to function properly, Landlord shall use reasonable diligence to repair the same promptly, but Tenant shall have no claim for rebate of rent or damages on account of interruptions in service.

If Tenant does not repair any damage to the Premises to the reasonable satisfaction of Landlord, made necessary by any act, omission or negligence of Tenant, its employees, subtenants, assignees, concessionaires, contractors, invitees, licensees or visitors, then in any of such event Landlord may complete such repairs without liability to Tenant for any loss or damage that may accrue to Tenant's equipment, fixtures, or other property. Upon completion thereof, Tenant shall pay as Additional Rent Landlord's cost for making such repairs plus twenty percent (20%) for overhead.

3.2 Maintenance and Repairs. This is a full service lease. Landlord shall maintain and repair the Property, Building and Premises except in those specific instances where Tenant has caused damage or as otherwise specifically provided herein. Tenant shall be responsible for repairs to the doors, windows and interior of the Premises but only to the extent of paying no more than a total of Two Hundred Fifty and No/100 Dollars (\$250.00) per incident during the term of this Lease. Landlord shall be responsible for all other maintenance and repairs related to

the Premises. Landlord shall make all needed repairs for which it is responsible within a reasonable period after receipt of written notice from Tenant of the need for such repairs. Landlord shall not be required to make any repairs made necessary by any malicious act or negligence of Tenant or any of their concessionaires, employees, agents, invitees, licensees, visitors and contractors.

3.3 Casualty Damage to Premises. If at any time during the term of this Lease the Premises is damaged by fire or other casualty, unless caused by a negligent or willful act of Tenant (in which event Tenant shall make the repairs at Tenant's expense), which prevents Tenant from making substantial use of the Premises, Landlord may at Landlord's option either (i) repair such damage in a reasonable manner and time at Landlord's expense, but not Tenant's fixtures, equipment or tenant improvements, in which event this Lease shall continue in full force and effect, or (ii) give written notice to Tenant within ten (10) days after the date of the occurrence of such damage of Landlord's intention to cancel and terminate this Lease as of the date of the occurrence of such damage, in which event this Lease shall terminate as of that date. In the event Landlord repairs or restores the Premises pursuant to the provisions of this **Section 3.3**, and any part of the Premises is not usable prior thereto (including loss of use due to loss of access or essential services), the rent payable hereunder for the period during which such damage, repair or restoration continues shall be abated, provided the damage was not the result of the negligence or malicious act of Tenant. Except for the abatement of rent, if any, Tenant shall have no claim against Landlord for any damage suffered by reason of any such damage, destruction, repair or restoration. Landlord and Tenant agree that Landlord shall not be responsible in any way for costs, expenses or losses of Tenant, including, but not limited to, costs of relocation, replacement premises, insured, uninsured or underinsured loss of or damage to contents, improvements, betterments or equipment.

If it is apparent Landlord will not be able to complete the restoration and repair within three (3) months after such occurrence or if Landlord commences repairs but does not complete them within three (3) months, Tenant may at Tenant's option cancel and terminate this Lease by giving Landlord written notice at any time prior to the commencement or completion, respectively, of such repair or restoration. In such event this Lease shall terminate as of the date of such notice. Tenant agrees to cooperate with Landlord in connection with any such restoration and repair.

ARTICLE 4. CONDUCT OF BUSINESS BY TENANT

4.1 Intended Use of Premises. Tenant may use the Premises for the Intended Use only, which shall be a central firehouse/warehouse and offices for locating and storing equipment and supplies for the Consortium and otherwise engaging in any lawful activities for which the Consortium was formed. No other uses shall be permitted without the prior written consent of Landlord. Tenant shall continuously use and occupy the Premises only for the Intended Use, in keeping with first-class standards of respect, decorum and integrity. Tenant shall not use, permit or suffer the use of the Premises for any other purpose.

4.2 General Use Requirements

A. Tenant shall procure and maintain all permits, licenses and approvals, and pay all taxes, fees and other charges required for the transaction of its business on the Premises, and otherwise use the Premises in compliance with all applicable laws, rules and regulations of federal, state, county, municipal and all other regulatory authorities.

B. Tenant shall not commit or suffer any waste and will not make any use of the Premises which would constitute a nuisance or which would violate any municipal, county, state or federal statute, ordinance, rule or regulation.

C. Tenant shall not use the Premises for any purpose that will invalidate any policy of insurance, or increase any premium to be paid, now or hereafter written on any improvements located on the Premises.

D. Tenant shall keep the Premises neat, clean and free from rubbish, insects and pests at all times.

E. Tenant shall not conduct within the Premises any fire, auction or bankruptcy sales.

F. Tenant shall not permit any objectionable or unpleasant odor to emanate from the Premises; take any action which in the exclusive but reasonable judgment of Landlord would constitute a nuisance or would endanger other tenants or unreasonably interfere with their uses of their respective premises.

G. No illegal activity shall be conducted on the Premises.

H. Tenant covenants that it will not use, generate, store or dispose of hazardous waste materials upon the Premises, except in compliance with all applicable laws, ordinances, rules and regulations. The term "hazardous waste materials" includes all chemicals, substances, and materials, which are defined to be hazardous or toxic waste or hazardous substances in any federal or state statute, or any local ordinance, or any regulation adopted by any state, federal or local agency.

ARTICLE 5. IMPROVEMENTS

5.1 Premises Improvements. With regard to any improvements Tenant wishes to make to the Premises to the extent Landlord approves, Tenant shall design, construct, install and equip the Premises at its sole cost and expense ("Improvements"). Tenant shall obtain all necessary building permits and approvals associated with the Improvements and pay for all applicable permitting and associated impact fees. Tenant shall submit two (2) sets of plans and specifications for any proposed Improvements (the "Plans") to Landlord's real estate manager. Landlord's real estate manager shall have thirty (30) calendar days from receipt of the Plans to approve, deny or request changes to the Plans. Landlord's failure to approve, deny or request changes to the Plans within the allotted time shall constitute approval of the Plans. The Premises shall be constructed and improved in accordance the Plans approved by Landlord's real estate manager. Tenant shall not construct any Improvements without the prior, written consent of Landlord.

No approval by Landlord of the Plans shall constitute a representation, warranty or opinion as to compliance with applicable building, health, environmental, or safety codes or other applicable state, federal or local laws, codes or regulations including the Americans with Disabilities Act. Sole responsibility for such compliance shall lie with Tenant.

In addition to the requirements of this Lease, Tenant shall submit all required documents, drawings, plans, specifications, etc., to, and obtain all required license(s), permit(s), and approval(s) from the appropriate governmental or regulatory authority having jurisdiction, including, but not limited to, City of Orlando acting in its governmental or regulatory capacity.

No approval given by Landlord pursuant to this Lease with respect to any plans, specifications, materials, or contractors of Tenant shall create or be regarded as grounds for any liability on Landlord's part (a) to any contractor, subcontractor, laborer, materialman, or vendor performing work on or furnishing materials for the Premises for Tenant's account; (b) to any governmental agency for any legal or code violations or use of improper materials or the like; or (c) to any third party sustaining an injury due to poor workmanship, improper design or improper materials.

Construction on the Premises shall be performed and completed in compliance with applicable building codes and in a workmanlike manner. Any damage to existing utilities or improvements outside of the Premises caused by the construction, installation or maintenance of the Improvements shall be repaired by Tenant, at its sole cost and expense.

To the extent needed and in the discretion of Landlord, Landlord shall grant Tenant a temporary license to go on Landlord-owned areas adjacent to the Premises as may be reasonably necessary for construction of the Improvements. Such areas shall not be used to store any construction materials or tools and all construction debris shall be removed at the end of each day. The temporary construction license shall expire immediately upon completion of the Improvements.

5.2 Construction Liens. Pursuant to Section 713.10, Florida Statutes and any amendment or successor to such statute, the estate or interest of Landlord in and to the Premises shall not be subject to construction liens for improvements made by Tenant. Further, Tenant agrees to discharge immediately (either by payment or by filing the necessary bond or otherwise) any construction liens against the Premises or Landlord's interest therein purporting to be for labor, services, or materials furnished to Tenant in, on or about the Premises. A duly executed instrument by which such construction lien is satisfied, released from the Premises or transferred to bond shall be recorded within ten (10) days after such construction lien is filed or recorded.

It is understood and agreed that the improvements and installations being made by Tenant are specific to Tenant's use of the Premises and are being procured for the sole purpose of Tenant's use and not to confer any permanent benefit or enhancement in value on Landlord or the Premises. Tenant shall inform every service or material provider of the foregoing provisions prior to contracting with any of them for goods or services.

5.3 Personal Property and Furniture. Tenant may furnish and use on the Premises at its sole cost and expense, any personal property and furniture reasonably necessary for the operation of Tenant's business (PP&F). Tenant shall keep all such property in good condition and repair. The PP&F shall remain the property of Tenant, and at the expiration or earlier termination of the Lease, Tenant shall remove the PP&F from the Premises but in doing so shall repair any damage to the Premises resulting from such removal.

5.4 Improvements, Equipment and Fixtures. In addition to any Improvements Tenant shall install per this Lease, at its sole expense Tenant shall also furnish and install all

equipment and fixtures necessary for the operation of its business. All Improvements, equipment and fixtures installed or placed in the Premises, shall remain the property of Tenant. Upon the expiration or termination of the Lease, Tenant shall remove them repairing any damage caused thereby.

ARTICLE 6. COMMON AREAS

6.1 Common Areas. The term "Common Areas" for purposes of this Lease shall mean those areas and facilities designated as such from time to time by Landlord within the exterior boundary lines of the Property. Excluded from the Common Areas shall be the Premises, and the premises and any limited common areas of other tenants within the property. The Common Areas shall be for the general non-exclusive use of Landlord, Tenant and other tenants in the property and their respective employees, suppliers, shippers, customers and invitees, and shall include but not be limited to common entrances, loading and unloading areas, trash areas, sidewalks, walkways, ramps, parking areas, landscaped areas and exterior decorative walls. Tenant shall have a nonexclusive license to use the Common Areas in compliance with the terms of this Lease.

6.2 Common Areas, Maintenance. Landlord or such person(s) as Landlord may appoint shall have the exclusive control and management of the Common Areas. Landlord shall maintain the Common Areas in good and clean order.

6.3 Common Areas-Changes. Landlord shall have the right, in Landlord's sole discretion and without the consent of any tenant, from time to time:

A. To make changes to the Common Areas, including, without limitation, changes in the location, size, shape, number and appearance thereof, including but not limited to windows, stairways, air shafts, elevators, escalators, restrooms, entrances, loading and unloading areas, ingress, egress, direction of traffic, decorative walls, landscaped areas and walkways;

B. To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;

C. To use the Common Areas while engaged in making additional improvements, repairs or alterations to the property; and

D. To do and perform such other acts and make such other changes in, to or with respect to the Common Areas as Landlord may, in the exercise of sound business judgment, deem to be appropriate, except that Landlord shall at no time restrict Tenant reasonable access to the Common Areas in a manner which might interfere with Tenant's ability to move Tenant's trucks and other equipment to or from the Premises and public right of way.

ARTICLE 7. INSURANCE

Landlord agrees to maintain in full force and effect from the Commencement Date and throughout the term of this Lease and any renewals thereof Landlord's commercial general liability insurance, with Landlord's contractual liability coverage, with limits of not less than One (1) Million Dollars (\$1,000,000.00) general aggregate per occurrence. The policy of insurance shall name Tenant as an additional insured. All policies of insurance shall provide (i) that no

material change or cancellation of said policies shall be made without thirty (30) days prior written notice to Tenant, (ii) that any loss shall be payable notwithstanding any act or negligence of Tenant or Landlord which might otherwise result in the forfeiture of said insurance, and (iii) that the insurance company issuing the same shall not have a right of subrogation against Tenant. On or before the Commencement Date, and thereafter not less than fifteen (15) days prior to the expiration dates of said policy or policies, Landlord shall provide copies of policies of insurance evidencing coverage required by this Lease.

ARTICLE 8. DEFAULT

8.1 Tenant Events of Default. The occurrence of one or more by Tenant of the following shall constitute a material event of default under this Lease ("Tenant Event of Default"):

- A. Failure to pay Monthly Rent within ten (10) days of its due date and written notice from Landlord;
- B. Failure to make any other payment required of Tenant hereunder, within ten (10) days after written notice that it is due;
- C. Failure to perform any other covenant contained herein on its part to be observed, for ten (10) days after receipt of written notice from Landlord to Tenant of such breach; provided, however, that if the nature of Tenant's noncompliance is such that more than ten (10) days are reasonably required for its cure, Tenant shall not be deemed to be in default if Tenant commenced such cure within said ten (10) day period and thereafter diligently pursues such cure to completion; or
- D. Being made (i) a "debtor" as defined in 11 U.S.C. §101 or any successor statute thereto (unless, in the case of petition filed against Tenant, the same is dismissed within thirty (30) days, (ii) having a trustee or receiver appointed to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or (iii) suffering an attachment, execution or other judicial seizure of substantially all of its assets located at the Premises or of its interest in this Lease, where such seizure is not discharged within thirty (30) days.

8.2 Landlord Default Remedies. In the event Tenant fails to cure any Tenant Event of Default within any applicable time period, without further written notice Landlord may elect to take any of the following actions:

- A. Terminate this Lease secure the premises and then subsequently enter into the Premises, or any part thereof, with process of law;
- B. Enter into possession of the Premises as agent of Tenant and re-let the Premises using reasonable efforts, applying any net rent received from new tenants on the balance due under this Lease, and in such event, Tenant shall be responsible for the remaining rent due after crediting rents as they are received on behalf of Tenant; or
- C. Institute proceeding for injunctive relief and/or specific performance as necessary to enforce the terms and conditions of this Lease.

8.3 Landlord Events of Default. The occurrence of any of the events stated in this Section shall be a Landlord event of default hereunder and shall constitute a breach of this Lease if not remedied within the cure period so provided (“Landlord Event of Default”). A Landlord Event of Default occurs whenever Landlord shall do, or permit anything to be done, whether by action or inaction, contrary to any material covenant or agreement on the part of Landlord herein contained, or shall fail in keeping or performing any of Landlord’s obligations under this Lease, which Landlord fails to remedy within thirty (30) days after Tenant has given Landlord written notice specifying the same.

8.4 Remedies of Tenant. Upon the occurrence of a Landlord Event of Default, which is not cured within any applicable cure period, Tenant’s remedies shall be limited to the following:

- A. Tenant may give to Landlord a written notice of Tenant’s intent to end the term of the Lease on a day not less than thirty (30) days after Landlord’s receipt of such notice, and this Lease and the term and estate hereby granted shall expire and terminate upon that date as fully and completely and with the same force and effect as if the day so specified were the Expiration Date, and all rights of the parties under this Lease shall expire and terminate; or
- B. Institute proceedings for injunctive relief and/or specific performance as necessary to enforce the terms and conditions of this Lease. The claims shall be limited to the maximum value of the remaining lease or of the maximum of 90 days rent receivable, except in those instances where repairs must be made, in which cases the full costs of such repairs shall be recoverable.

8.5 Damages Waiver. It is specifically agreed and understood that neither party will be responsible to the other for any indirect, special, incidental, exemplary, punitive or consequential loss or damage whatsoever (including lost profits, loss of use and opportunity costs), arising out of this License or anything done in connection herewith. Further, there shall be no recovery of any such indirect, special, incidental, exemplary, punitive or consequential loss or damage whether based on a claim brought or made in contract or in tort (including negligence and strict liability), under any warranty, or otherwise.

ARTICLE 9. TERMINATION FOR CONVENIENCE

Should Tenant renew this Lease after the initial term, during any renewal term this Lease may be terminated by Tenant for convenience for any other or no reason, upon one hundred twenty (120) days prior written notice to Landlord.

ARTICLE 10. CONDEMNATION

10.1 Effect of Condemnation. If all or a substantial part of the Premises is taken by the exercise of the power of eminent domain or by actions of a governmental entity that constitute inverse condemnation of the Premises, or by a purchase in lieu of condemnation, so that the Premises can no longer practicably be utilized for the Intended Purpose, this Lease shall terminate as of the date the Premises are taken by the condemnor, and prepaid rent or unpaid rent, and all other amounts due pursuant to the provision of this Lease shall be prorated

accordingly. Except as described in **Section 10.02**, below, the entire compensation amount attributable to the Premises taken, which shall include, though not exclusively, the value of the fee interest, the leasehold estate and all severance damages not only for the fee interest but also for any leasehold estate, shall belong and being apportioned, to Landlord. Tenant shall have the right to claim and recover from the condemning authority, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any and all damage to Tenant's business by reason of any condemnation and for or on account of any cost or loss to which Tenant might be put in removing or relocating Tenant's business, furniture, fixtures and equipment, but not for any other loss. Notwithstanding **Section 10.02**, if less than a substantial part of the Premises is taken such that Tenant can still engage in the Intended Use on the Premises, this Lease shall not terminate and there shall be no change in any of the obligations Tenant is required to fulfill under the terms of the Lease.

10.2 Apportionment of Condemnation Award. Any compensation awarded or paid for a taking (or a purchase in lieu of condemnation) of a substantial portion of the Premises, so that the Premises can no longer practicably be utilized for the Intended Use shall be apportioned between the parties as follows:

- A. First, Landlord shall receive the fee simple value of the property taken, as unoccupied and unencumbered by a lease. At its election, Landlord may obtain an appraisal of the Premises taken, as unoccupied and unencumbered by a lease, utilizing a state-certified general and MAI-designated appraiser. Landlord and Tenant agree that the valuation opinion of the appraiser or any other similarly credentialed appraiser approved by Landlord and employed as part of the condemnation proceedings shall represent the amount of the award apportioned to Landlord.
- B. Secondly, if the Landlord is in receipt on behalf of the Tenant, then Tenant shall receive the depreciated value of all Tenant's improvements, to the extent such improvements were owned or paid for by Tenant. Tenant shall obtain an appraisal of the depreciated value of the portion of Tenant improvements paid for by Tenant, utilizing a state-certified general and MAI-designated appraiser. Landlord and Tenant agree that the valuation opinion of the appraiser shall represent the amount of the award attributable to Tenant under this subsection.
- C. Thirdly, Landlord shall receive any portion of the compensation amount remaining.

ARTICLE 11. ASSIGNMENT AND SUBLETTING.

Tenant may not assign this Lease or sublet the Premises without the written consent of Landlord, which shall not be unreasonably withheld. Notwithstanding the foregoing, without Landlord's consent this Lease may be assigned from time to time to any member of the Consortium, should the Consortium determine to change the actual tenant arrangement within the Consortium. Upon assignment, the assignor shall not be liable for performance of any of the terms of the Lease, except for those matters occurring while assignor was the tenant under the Lease.

ARTICLE 12. GENERAL PROVISIONS

12.1 Notice. Any written notice required or permitted to be given under this Lease shall be in writing, copied via email and delivered by hand, by nationally recognized overnight air courier service (such as Federal Express) or by United States Postal Service, registered or certified mail, return receipt requested, in each case addressed to the respective Party at the Party's notice address. A written notice shall be deemed to have been delivered and received on the earlier of the date actually received (by whatever means sent, including means not authorized by this article) or on the date of transmittal by telecopier, or the first (1st) business day after having been delivered to a nationally recognized overnight air courier service for "next business day" delivery, or on the third (3rd) business day after having been deposited with the United States Postal Service registered or certified mail, return receipt requested. If any communication is returned to the addressor because it is refused, unclaimed, or the addressee has moved, or is otherwise not delivered or deliverable through no fault of the addressor, effective notice shall still be deemed to have been given. Addresses for delivery of written notice shall be as follows:

Tenant: Fire Chief
Orlando Fire Department
78 W. Central Blvd.
Orlando, Florida 32801
Phone No: 321-235-5200
Emergency No. 911
Email Address: john.miller@cityoforlando.net

and

Real Estate Manager
City of Orlando
400 South Orange Avenue
Orlando, Florida 32801
Phone No: 407-246-2653
Emergency No. 407-256-2247
Email Address: laurie.botts@cityoforlando.net

Landlord: Goldchem LLC
C/O Mr Nash Hooda,
535 Julie Lane,
Winter Springs. FL32708
Phone No. 407-924-9154
Emergency No. 407-610-3783
Email: Goldchemac@gmail.com

and

Real Estate Manager
C/O Mr Paul Svejda,
535 Julie Lane,
Winter Springs. FL32708

Phone No. 407-715-8695
Emergency No. 407-610-3783
Email: mirolegal@gmail.com

12.2 Section Titles, Interpretation. The titles to the sections contained in this Lease are for convenience and reference only. Any gender used herein shall be deemed to refer to all genders. Use of the singular herein shall be deemed to include the plural, and the plural shall be deemed to include the singular.

12.3 Surrender of Premises. Upon the expiration or earlier termination of this Lease, Tenant shall surrender possession of the Premises to Landlord and make known to Landlord the combination of all combination locks in the Premises, and shall, except as otherwise provided in this Lease, return the Premises to Landlord in broom clean condition, normal wear and tear excepted. All property that Tenant is not required to surrender but that Tenant abandons shall, at Landlord's election, become the Landlord's property at the expiration or earlier termination. In the alternative, Tenant shall immediately remove all such property upon Landlord's demand, at Tenant's expense. Following the procedures required by law, Landlord may remove and dispose of such property for which Tenant shall reimburse Landlord all such expenses plus twenty-five percent (25%) to cover Landlord's costs and expenses, should Tenant fail to remove such property, which shall have no claim for the disposition of such property in any manner Landlord deems appropriate.

12.4 Holding Over. Any holding over by Tenant after the expiration of the term of this Lease without Landlord's consent shall be treated as a tenancy at sufferance during which rent shall accrue at two hundred percent (200%) of the rental rate as charged for the month immediately prior thereto plus other charges specified herein, prorated on a daily basis. The terms and conditions applicable to Tenant during that period shall otherwise be the same as set forth in this Lease, so far as applicable.

If Tenant remains in possession of all or any part of the Premises after the expiration of the Term, with the express or implied consent of Landlord: (a) such tenancy will be deemed to be a periodic tenancy from month-to-month only; (b) such tenancy will not constitute a renewal or extension of this Lease for any further term; and (c) such tenancy may be terminated by Landlord upon the earlier of 30 days' prior written notice or the earliest date permitted by law. In such event, Monthly Rent will be increased to an amount equal to two hundred (200%) of the Monthly Rent payable during the last month of the Term, and any other sums due under this Lease will be payable in the amount and at the times specified in this Lease. Such month-to-month tenancy will be subject to every other term, condition, and covenant contained in this Lease, except that any renewal, expansion or purchase options or rights of first refusal contained in this Lease shall be null and void during such month-to-month tenancy.

12.5 Recording. Tenant agrees not to record this Lease, except that on the request of either party to the other, both agree to execute a declaration or memorandum of this Lease in recordable form in compliance with applicable law and reasonably satisfactory to Landlord and its attorneys.

12.6 Binding Effect. Except as otherwise expressly provided, the terms hereof shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns, of both parties. This reference to successors and assigns of Tenant is not intended to

constitute Landlord's consent to assignment by Tenant, but has reference only to those instances in which Landlord may give consent to a particular assignment.

12.7 Attorneys' Fees. The prevailing party in any litigation arising out of or in any manner relating to this Agreement shall be entitled to recover from the other party reasonable attorneys' fees and costs for all pre-litigation, trial, appellate and bankruptcy proceedings, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

12.8 Entire Agreement. This Lease constitutes the entire agreement between the parties relating to the matters set forth herein, and shall supersede all prior written or oral agreements or understandings that may have been had between the parties.

12.9 Severability. If any term or provision of this Lease, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remaining provisions of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

12.10 Waiver. Failure on the part of Landlord or Tenant to complain of any act or failure to act on the part of the other shall never be a waiver of any respective rights hereunder; however, the foregoing shall not apply to provisions of this Lease, where a right of Tenant is dependent upon written notice to be given within a specified period. Further, no waiver at any time of any of the provisions hereof by Landlord or Tenant shall be construed as a waiver of any of the other provisions hereof, and a waiver at any time of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions. No payment by Tenant, or acceptance by Landlord, of a lesser amount than shall be due from Tenant to Landlord shall be treated otherwise than as a payment on account. The acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant.

12.11 Estoppel Certificates. Within twenty (20) days after request in writing by either party, the other party will furnish a written statement in form and substance reasonably acceptable to the non-requesting party, duly acknowledging the fact that (a) this Lease is in full force and effect, (b) rents payable hereunder are current, (c) there are no uncured defaults hereunder by Landlord or Tenant, if that be the case, and additional information concerning such other matters as reasonably requested. Failure of either party to deliver such estoppel certificate within such twenty (20) day period shall entitle the requesting party to conclusively presume that the Lease is in good standing without default, which statement or representation may be relied upon as being true and correct by any prospective purchaser or mortgagee.

12.12 Transfer of Landlord's Interest. In the event of any transfer of Landlord's interest in the Premises or in the real property of which the Premises is a part, Landlord shall be automatically relieved of any and all obligations and liabilities on the part of Landlord accruing from and after the date of such transfer.

12.13 Real Estate Commission. Tenant has in its employment a real estate broker, but the broker has waived any right to a commission from this transaction. Tenant represents and warrants that it has had no dealings with any other real estate broker or leasing agent in connection with the negotiation or execution of this Lease other than Landlord's broker. Landlord represents and warrants that it has had no dealings with any real estate broker or leasing agent in connection with the negotiation or execution of this Lease other than its own broker and Tenant's broker.

12.14 Discrimination Not Permitted. Landlord, for itself, its successors and assigns, and Tenant covenant and agree as a covenant running with the land that: (a) no person on the grounds of race, color, national origin, age or any other legally protected class shall be excluded from participation in, denied benefits of, or be otherwise subject to discrimination either in the use of the Premises, or in the construction of any improvements on, over or under the Premises and the furnishing of services thereon.

12.15 Relationship of the Parties. The relationship between the parties hereto is solely that of landlord and tenant and nothing contained herein shall constitute or be construed as establishing any other relationship between the parties, including, without limitation, the relationship of principal and agent, employer and employee or parties engaged in a partnership or joint venture. Without limiting the foregoing, it is specifically understood that neither party is the agent of the other and neither is in any way empowered to bind the other to use the name of the other in connection with the construction, maintenance or operation of the Premises, except as otherwise specifically provided herein.

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

12.17 Sovereign Immunity. Tenant is a Florida municipal corporation whose limits of liability are set forth in Section 768.28, Florida Statutes, and nothing herein shall be construed to extend the liabilities of Tenant beyond that provided in Section 768.28, Florida Statutes. Further, nothing herein is intended as a waiver of Tenant's sovereign immunity under Section 768.28, Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, including but not limited to, anything which might allow claims otherwise barred by sovereign immunity or operation of law. Notwithstanding anything in this Lease to the contrary, under no circumstances shall Tenant be liable to Landlord (or any person or entity claiming under or through Landlord) under any contract, negligence, strict liability, or other legal or equitable theory for any amounts in excess of those limits per claim and per occurrence set for tort liability in Section 768.28 of the Florida Statutes which limits are hereby made applicable to all manner of claims against Tenant related to this Lease and are not confined to tort liability.

12.18 Jury Waiver; Counterclaims. Landlord and Tenant waive trial by jury in any action, proceeding, or counterclaim involving any matter whatsoever arising out of or in any way connected with this Lease. Tenant further waives the right to interpose any permissive counterclaim of any nature in any action to obtain possession of the Premises.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the

purpose herein expressed, the day and year first above written.

**LANDLORD: GOLDCHEM, LLC, a
Florida limited liability company**

Witnesses:

By: _____

Sign: _____

Signed on: _____, 2014

Print Name: _____

Sign: _____

Print Name: _____

**TENANT: CITY OF ORLANDO, a
Florida municipal corporation**

By: _____
Mayor/Pro Tem

Print Name: _____

Signed on: _____, 2014

Attest:

City Clerk

Witnesses:

Sign: _____

Print Name: _____

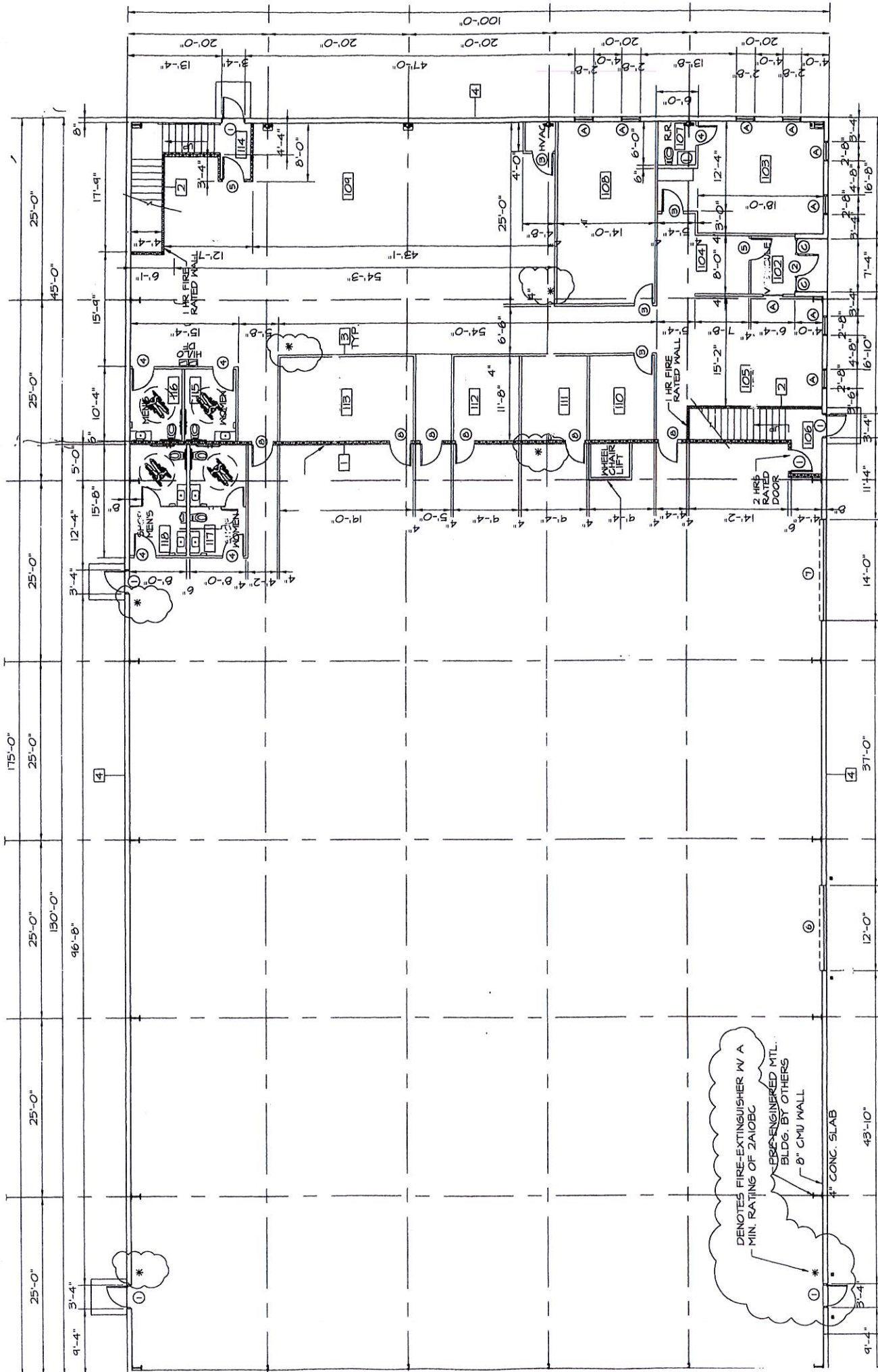
Sign: _____

Print Name: _____

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the City of Orlando,
Florida, only.

_____ 2014.

Assistant City Attorney
Orlando, Florida



LEGAL DESCRIPTION OF LAND ON WHICH THE BUILDING IS LOCATED - Lot 55 of 33RD STREET INDUSTRIAL PARK, UNIT TWO, according to the Plat thereof as recorded in Plat Book 5, Page 14, of the Public Records of Orange County, Florida.



VEHICLE/EQUIPMENT
STAGING AREA

EXHIBIT “C”

(Partial Summary of Landlord Service Obligations)

	Tenant	Landlord	Comments
Electricity		X	Included in Rent
Telephone/Cable/local only		X	Included in Rent
Water		X	Included in Rent
Sewer		X	Included in Rent
Garbage		X	Included in Rent
Alarm	X		
Pest Control OUTSIDE ONLY		X	Included in Rent
CAM		X	Included in Rent