

**LEASE AGREEMENT
BETWEEN
NCR BUILDING ORLANDO, LLC
AND
THE CITY OF ORLANDO, FLORIDA**

This lease (herein "Lease") is made to be effective as of the ____ day of _____, 2014, by and between NCR Building Orlando, LLC, a Florida Limited Liability Company whose address is 1021 Royal Garden Circle # 387, Lake Mary, Florida, 32746 (herein "Landlord"), and **City of Orlando, Florida**, a municipal corporation organized and existing under the laws of the State of Florida (herein "Tenant").

RECITALS

A. Tenant desires to lease some of the property located at 617 N. Magnolia Ave near the intersection of N. Magnolia Ave and Hillcrest St in downtown Orlando, Florida, known as the "NCR Building" ("Building"). Tenant shall lease approximately three thousand (3,000) square feet of net leasable area (the "Premises") located on the second floor of the commercial building and configured in the manner specifically delineated in **Exhibit "A"** attached and made a part hereof.

B. Tenant shall use the Premises as an employment office and training facility with the intention that it be occupied by the City of Orlando's Community Venues – BLUEPRINT Employment Office.

C. It is the intent of the parties to document the terms and conditions herein, which will govern leasing of the Premises by Landlord to Tenant.

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 does hereby lease from Landlord the Premises, which shall be located on the second floor of the Building, as outlined on **Exhibit "A,"** containing approximately three thousand (3,000) net leasable square feet, with access to and through the common areas as identified herein ("Common Areas"), to 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 consist solely of that part of the darkened space identified on **Exhibit "A."**

1.2 Term of Lease. The parties agree that the term of this Lease shall be for two (2) year commencing on October 1, 2014, (Commencement Date) and ending on December 31, 2016 (Expiration Date).

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

1.4 Landlord's Access to Premises. Notwithstanding the foregoing, Landlord and Landlord's agents shall have the right to enter the Premises at reasonable times for the purpose of inspecting the same, performing any services required of Landlord, showing the same to prospective purchasers, lenders, or tenants, taking such safety measures, making such alterations, repairs, improvements or additions to the Premises and Common Areas, as Landlord may reasonably deem necessary or desirable and for erecting, using and maintaining utilities, services, pipes and conduits through the Premises and/or other premises, so long as there is no material adverse affect to Tenant's use of the Premises. Landlord at any time, on or about the Premises or the Common Areas may place ordinary "For Sale" signs and Landlord at any time during the last one hundred twenty (120) days of the term hereof may place on or about the Premises any ordinary "For Lease" signs. Landlord shall not be responsible for loss or damage of Tenants property.

ARTICLE 2. RENT, TAXES, UTILITIES & SECURITY DEPOSIT

2.1 Monthly Rent. Throughout the term of this Lease, Tenant shall pay to Landlord, without prior demand and without any deduction or set-off, a combination of Monthly Rent and any applicable taxes, prorated to the extent such taxes are paid on an annual basis. Tenant shall pay to Landlord rent on the first day of the term of this Lease in the monthly amount of Three Thousand Three Hundred Dollars (\$3,300) per month (Monthly Rent), prorated on a monthly basis to the extent necessary, beginning on the Commencement Date and continuing on the first day of each and every calendar month throughout the term of the Lease and any renewals thereof. Beginning October 1, 2015, the Tenant agrees to pay the Landlord an additional 3% above the initial lease rate. Unless otherwise expressly provided, all monetary obligations of Tenant to Landlord under this Lease, of any type or nature, other than Monthly Rent, shall be generally known as "Additional Rent." Except as otherwise provided, all Additional Rent payments are due and payable thirty (30) days after delivery of an invoice and shall be collectible and otherwise enforceable on the same terms and conditions as Monthly Rent.

2.2 Late Payments. All Monthly Rental payments shall become due and payable without notice or demand on the due date, but Tenant shall not be deemed to be in default under this Lease unless a payment remains unpaid for more than ten (10) days after its due date. Should Tenant fail to make payment within ten days, Tenant agrees to pay an addition 18% late fee to the Landlord.

2.3 Method of Payment. All rental payments shall be paid in check, cash, cashier's check, or money order to Landlord mailed or hand-delivered to the property manager at 1021 Royal Garden Circle # 387, Lake Mary, Florida, 32746

2.4 Utilities. Landlord shall be responsible for obtaining and paying for all utilities for the Premises, except for telephone and internet services.

2.5 Security Deposit. Tenant shall not be required to post any security deposit for performance under this Lease.

ARTICLE 3. MAINTENANCE, OTHER SERVICES AND CASUALTY

3.1 Maintenance and Repair. The parties intend that this be a full service lease and therefore all maintenance for the Premises and Common Areas shall be the responsibility of the Landlord. Initially, prior to Tenant's occupancy of the Premises, Landlord shall remove all furniture and other items of personal property as well as clean the carpets and clean and polish the tile floors. Landlord shall repaint the interior of the Premises a neutral color and replace any broken or stained ceiling tiles. Landlord shall also fix all light fixtures including but not limited to replacement of any nonworking lighting and light bulbs. Landlord shall at all times keep the HVAC, plumbing, electric and all other systems necessary for use and enjoyment of the Premises and Common Areas in good working order as well as all exterior entrances, plate glass and other windows to the exterior of the Premises, glass and show moldings, partitions, doors, floors surfaces, fixtures, light bulbs, ballasts, other equipment and appurtenances thereof in good order, condition and repair and in a reasonably satisfactory condition of cleanliness. Within a reasonable period after receipt of written notice from Tenant, Landlord shall make necessary structural repairs to the exterior walls, roof, foundations, load-bearing items, plumbing, pipes, and conduits located within and without the Premises. Landlord shall not be required to make any repairs made necessary by any act, omission or negligence of Tenant, any concessionaire, their respective employees, agents, invitees, licensees, visitors and contractors, otherwise, Landlord shall be responsible for all maintenance and repairs to the Premises and Common Areas.

Landlord shall not provide janitorial service to the Premise. Landlord shall provide janitorial service to the Common Areas and engage exterminators to control vermin and pests periodically as reasonably necessary to maintain the property in a good and clean condition. If (a) Landlord does not repair the Common Areas as required hereunder to the reasonable satisfaction of Tenant, or (b) Tenant, in the exercise of its reasonable discretion, determines that emergency repairs are necessary or (c) repairs or replacements to the Common Areas are made necessary by any act, omission or negligence of Landlord, its employees, subtenants, assignees, concessionaires, contractors, invitees, licensees or visitors, then in any of such events Tenant may make such repairs without liability to Landlord for any loss or damage that may accrue to Landlord's other property or to Landlord's business as it may conduct in the Building by reason thereof, and upon completion thereof, Landlord shall pay Tenant's cost for making such repairs plus ten percent (10%) for overhead, upon presentation of a bill. All bills shall include interest from the date such repairs were billed by the contractor(s) making such repairs.

3.2 Security Services Furnished. Landlord shall not provide security services for the Premises and Common Areas as may be reasonably necessary to protect the Premises and those coming on and exiting the Premises. NOTWITHSTANDING THE FOREGOING NEITHER LANDLORD NOR TENANT SHALL BE RESPONSIBLE FOR THE SECURITY AND SAFETY OF ANY PERSONS UTILIZING THE BUILDING, EXCEPT TO THE EXTENT OTHERWISE REQUIRED BY LAW.

3.3 Casualty Damage to Either Premises or Common Areas. If at any time during the term of this Lease either the Premises or Common Areas are 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 fifteen (15) 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 and Common Areas 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), rent payable hereunder for the period during which such damage, repair or restoration continues shall be abated, provided (1) the damage was not the result of the negligence or malicious act of Tenant, and (2) such abatement shall only be to the extent the operation of Tenant's business from the Premises is adversely affected. 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, or uninsured or underinsured loss of or damage to contents, improvements, betterments or equipment. If Landlord shall not complete the restoration and repair within thirty (30) days after such occurrence, Tenant may at Tenant's option cancel and terminate this Lease by giving Landlord written notice of Tenant's election to do so 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 loss. 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 through its BLUEPRINT Employment Office and any other entities, pursuant to occupancy-use agreements, may occupy the Premises for the Intended Use only, which shall be for operating an employment service and employment training center, during normal business hours as well as evenings and weekends, in compliance with the City of Orlando Land Development Code. No other uses shall be permitted without the prior written consent of the Landlord. Tenant shall not use, permit or suffer the use of the Premises for any other purpose. Nothing contained in this Lease shall be construed as giving Tenant an express or implied exclusive use of any other areas within the Building, as all such provisions are for the benefit of Landlord in promoting marketing therein.

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 or other part of the Building.

D) Tenant shall deposit all trash and garbage in proper containers within the Premises to be removed by the janitorial service.

E) All loading and unloading of goods shall be done only at such times and only in such areas and through such entrances as may be designated for such purposes by Landlord.

F) Tenant shall not take any action which in the reasonable judgment of Landlord would constitute a nuisance or would disturb or endanger customers or other tenants or unreasonably interfere with use of their respective premises; or do anything which in the reasonable judgment of Landlord would tend to injure the reputation of the Landlord.

G) If applicable, Tenant shall be responsible for obtaining and maintaining workmen's compensation insurance in the amount of the Florida statutory limit.

H) Tenant shall comply with all Rules and Regulations as Landlord may establish from time to time applicable to the Premises and Building. Tenant's failure to keep and observe the Rules and Regulations shall constitute a breach of this Lease in the same manner as if they were contained herein as covenants. Notice of rules, regulations, amendments and supplements thereto, if any, shall be given to Tenant, and Tenant agrees thereupon to comply with and observe all of them, provided that the same shall apply uniformly to all tenants of the Building.

I) No use of the Premises shall be offensive to the neighborhood or the Building by reason of odor, fumes, noise, or traffic.

J) Tenant covenants that it will not use, generate, store or dispose of hazardous waste materials upon the Premises. 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. Although the parties do not presently contemplate any modifications to the improvements to the Premises other than those specifically to be made by Landlord as described in this Lease, Tenant may, at its sole cost and expense, after prior written approval of Landlord, make improvements, alterations, remodeling, renovations, repairs, or additions ("Tenant Improvements") to the Premises only as may be necessary from time to time for the utilization of the Premises, for the purposes described in Section 4.1 above. The Tenant shall submit plans of any Tenant Improvements to the Landlord for approval. In addition to any of the requirements of the 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 thereof, including, but not limited to, the City of Orlando acting in its governmental or regulatory capacity as may be required by law. Any Tenant Improvements, which constitute fixtures or whose removal would cause damage to the Premises shall remain a part of the Premises at Lease termination, and become the property of Landlord, at Landlord's election, with no compensation due to the Tenant, unless and to the extent Tenant repairs all damage which would be caused by the removal, to Landlord's

satisfaction, in its reasonable discretion.

5.2 Personal Property, Furniture and Equipment Removal. Tenant may furnish and install, at its sole cost and expense, any personal property, furniture, and equipment reasonably necessary for the operation of the Tenant's business (PPF & E). Tenant shall keep the PPF&E in good condition and repair, normal wear and tear excepted. The PPF & E shall remain the property of Tenant, and at the expiration or earlier termination of the Lease, Tenant shall remove the PPF & E from the Premises and repair any damage to the Premises resulting from such removal. If the PPF & E are not removed by no later than the Termination Date, they shall be considered abandoned and automatically become the property of the Landlord, at Landlord's election. All fixtures and equipment in the nature of fixtures, which cannot be removed without damage to the Premises after any Tenant repairs, whether or not owned by Tenant, shall remain on the Premises, as Landlord's property upon the expiration or termination of the Lease, at Landlord's election.

5.3 Signs. Upon Landlord's reasonable consent regarding location, design and size, Tenant at its sole expense shall have the right to install signs in the Building, Common Areas and along the access ways to and from public rights of way, which identify and direct those desiring to visit the Premises. Tenant shall maintain the signage it installs, including parking area signage and remove it at the end of the Term, restoring the areas from which the signs have been removed to the condition the property was in prior to installation. All external signage will be in accordance with City permitting ordinances.

ARTICLE 6. COMMON AREAS

6.1 Common Areas. The term "Common Areas" for purposes of this Lease shall mean generally those areas within the Building for use of Landlord, Tenant and other tenants of the Building and their respective employees, suppliers, shippers, customers and invitees, including but not limited to common entrances, corridors, stairways and stairwells, public restrooms, elevators and escalators, loading and unloading areas, trash areas, sidewalks, walkways, ramps, landscaped areas and decorative walls. Tenant shall have a nonexclusive license to use the Common Areas in compliance with the Rules and Regulations in effect from time to time.

The Common Areas shall include at a minimum the following:

- (a) Generally the elevators, hallways and stairways connecting the Premises to other areas designated by the Landlord from time to time for general non-exclusive use.
- (b) Those areas within the Building on the second floor in which bathroom facilities are located.
- (c) The reception area on the second floor of the Building, which Tenant shall be nonexclusively authorized to use to enable Tenant's full use and enjoyment of the Premises. Use of the reception area shall not only be for access but also for providing a desk or table area which a receptionist for the Premises may occupy during the hours while business is conducted on the Premises, as well as a reception and waiting area for customers utilizing the Premises.
- (d) The parking lot adjacent to the Building for tenant parking as further described herein.

(e) All access ways reasonably necessary for vehicular and pedestrian access to and from the Premises, the adjacent parking lot and public rights of way.

6.2 Common Areas, Maintenance, Rules and Regulations. Landlord shall maintain the Common Areas. Tenant agrees to abide by and conform to the Rules and Regulations of the Landlord as promulgated from time to time with respect to the Building and Common Areas, and to cause its employees, suppliers, shippers, customers, and invitees to do likewise. Landlord or such person(s) as Landlord may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to modify, amend and enforce the Rules and Regulations. Landlord shall not be responsible to Tenant for noncompliance with the Rules and Regulations by other tenants, their agents, employees and invitees of the Building.

6.3 Common Areas-Changes. Landlord shall have the right, in Landlord's reasonable 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, but such changes shall not substantively affect either Tenant's access to the Premises or the parking area designated initially for use of including but not limited to Tenant, its contractors, agents, employees, visitors and customers;

(b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises and parking area remain available;

(c) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Building or any portion thereof; and

(d) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Building as Landlord may, in the exercise of sound business judgment, deem to be appropriate.

6.4 Parking Area. Landlord shall provide one (1) reserved parking spaces and nine (9) unreserved additional parking spaces within the parking lot adjacent to the Building, for use of Tenant and its authorized contractors, their, agents, employees, guests, visitors, students, invitees and assigns as Tenant may desire for use during normal business hours, evenings and weekends. Tenant shall provide and install signs designating the reserved parking spaces at no cost to Landlord, subject to Landlord's reasonable approval rights with regard to size, design and location.

ARTICLE 7. INSURANCE

7.1 General Liability Insurance. Tenant, at its sole cost and own expense, shall purchase, maintain and keep in force and effect at all times during the Term such Commercial General Liability, Commercial Auto and Workers' Compensation Insurance as it deems necessary during the term of this Lease. In lieu of the foregoing insurance requirements, Tenant may self insure up to the statutory limits as set forth in Section 768.28, Florida Statutes as amended from time to time.

Landlord, at its sole cost and own expense, shall purchase, maintain and keep in force and effect at all times during the Term such Commercial General Liability, Commercial Auto and Workers' Compensation Insurance as it deems necessary during the term of this agreement.

7.2 Other Insurance. Tenant will keep the contents, improvements, and betterments, including all equipment installed by Tenant, insured against damage by fire, lightning, and other casualty loss by a policy or policies issued by a company authorized to do business in the State of Florida, to the extent Tenant deems appropriate and in no instance shall Landlord be responsible for such property. Landlord will keep the contents, improvements, and betterments, including all equipment installed by Landlord, insured against damage by fire, lightning, and other casualty loss by a policy or policies issued by a company authorized to do business in the State of Florida, to the extent Landlord deems appropriate and in no instance shall Tenant be responsible for such property.

7.3 Waiver of Subrogation. Landlord and Tenant shall have no liability to one another, or to any insurer, by way of subrogation, on account of any loss or damage to the respective properties of each, the Premises or the contents thereof or the Common Areas, regardless of whether such loss or damage is caused by the negligence of Landlord or Tenant, arising out of any of the perils or casualties insured against by the property insurance policies carried, or required to be carried, by the parties pursuant to this Lease. The insurance policies obtained by Landlord and Tenant pursuant to this Lease shall permit waivers of subrogation, which the insurer may otherwise have against the non-insuring party. In the event the policy or policies do not allow waiver of subrogation prior to loss, either Landlord or Tenant shall, at the request of the other party, deliver to the requesting party a waiver of subrogation endorsement in such form and content as may reasonably be required by the requesting party or its insurer. For purposes of interpreting this subrogation provision, the terms "Landlord" and "Tenant" shall include their commissioners, officials, officers, managers, agents, employees, contractors, subtenants, servants, licensees, concessionaires and invitees, any of whom may be responsible for any loss.

ARTICLE 8. DEFAULT

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

(a) Failure to pay Monthly Rent within ten (10) days of its due date, without notice from Landlord;

(b) Failure to make any other payment required of Tenant hereunder, within thirty (30) days after written notice that it is due;

(c) Failure to perform any other covenant contained herein on its part to be observed, for thirty (30) days after receipt of written notice from the Landlord to Tenant of such breach; provided, however, that if the nature of Tenant's noncompliance is such that more than thirty (30) days are reasonably required for its cure, Tenant shall not be deemed to be in default if Tenant commenced such cure within said thirty (30) 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 sixty (60) 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; or

(e) Vacation or abandonment of the Premises including any failure to occupy the Premises for a continuous period of thirty (30) days or more, whether or not the rent is paid.

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

(a) Either terminate this Lease and enter into the Premises, or any part thereof, in accordance with process of law, and expel Tenant, or any person occupying the same in or upon the Premises and repossess and enjoy the Premises; or

(b) Enter into possession of the Premises in accordance with process of law as agent of the Tenant and relet the Premises without any obligation to do so, applying any rent received from new tenants on the balance due under any unexpired term of this Lease, and in such event, Tenant shall be responsible for no more than the balance then due, should a balance exist.

ARTICLE 9. TERMINATION FOR CONVENIENCE

This Lease may be terminated by Tenant or Landlord, at its convenience, upon ninety (90) calendar-days prior written notice to either party.

ARTICLE 10 – EMINENT DOMAIN

10.1 Rights of Termination for Taking. If the Premises, or such portion thereof as may render the balance (if reconstructed to the maximum extent practicable under the circumstances) unsuitable for Tenant’s purposes, shall be taken by condemnation or right of eminent domain, or by purchase in lieu thereof, either Landlord or Tenant shall have the right to terminate this Lease by notice to the other of its desire to do so. Further, if so much of the Building shall be taken such that continued operation of the Building would not be economically feasible in Landlord’s reasonable judgment, Landlord shall have the right to terminate this Lease by giving sixty (60) days prior written notice to Tenant.

10.2 Payment of Award. Landlord shall have and hereby reserves, and Tenant hereby grants and assigns to Landlord, all rights to recover for damages to the Building site, the Premises, the building in which the Premises are located, and the leasehold interest hereby created, and to compensation accrued or hereafter to accrue by reason of such taking, damage, or destruction.

10.3 Abatement of Rent. In the event of any taking of the Premises, the Monthly Rent, or a fair and just proportion thereof, according to the nature and extent of the damage sustained, shall be suspended or abated, as appropriate and equitable under the circumstances.

ARTICLE 11. GENERAL PROVISIONS

11.1 Assignment and Subletting. Tenant shall not assign this Lease or sublease any part of the Premises without the Landlord's prior, written consent; however, Tenant shall have the right to enter into occupancy-use agreements with other entities or groups which will assist Tenant in engaging in the activities described herein as the Intended Use of the Premises. Landlord acknowledges that the occupants of the Premises will primarily be the BLUEPRINT Employment Office and possibly others in nonexclusive possession of the Premises, pursuant to written occupancy-use agreements.

11.2 Notice. Any notice required or permitted to be given under this Lease shall be in writing 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 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 notice shall be as follows:

Tenant: City of Orlando, Florida
Real Estate Manager
400 South Orange Avenue
Orlando, Florida 32801
Phone: 407-246-2655
Fax: 407-246-3129
Email: Laurie.Botts@cityoforlando.net

Landlord: NCR Building Orlando, LLC
Attention: Julian Kasnner
210 Archers Point
Longwood, Florida 32779
Phone: 407-856-2654
Fax: 407-936-2401
Email: juliankassner@outlook.com

11.3 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.

11.4 Surrender of Premises. Upon the termination of this Lease, Tenant shall return all keys and surrender possession the Leased Premises in neat and clean condition and in good order, condition and repair.

11.5 Holding Over. Any holding over by Tenant after the expiration of the term of this Lease shall be treated as a tenancy at sufferance and shall otherwise be on the terms and conditions set forth in this Lease, so far as applicable.

11.6 Construction Liens. The estate or interest of Landlord in and to the Premises, and the Building shall not be subject to construction liens of persons or entities not in privity with the Landlord. Tenant further agrees immediately to discharge (either by payment or by filing the necessary bond or otherwise) any construction liens against the Premises, the Building or Landlord's interest therein purporting to be for labor, services, or materials furnished to Tenant in, on or about the Premises or the Building. A duly executed instrument by which such construction lien is satisfied, released from the Premises or the Building or transferred to bond shall be recorded within thirty (30) days after such construction lien is filed or recorded.

11.7 Self-Help. Landlord has the right to pay such sums or to do any act which may be necessary or appropriate by reason of the failure or neglect of Tenant to perform any of the provisions of this Lease, and Tenant agrees to pay Landlord upon demand all such sums, and if Tenant defaults Landlord has the same rights and remedies as for the failure of Tenant to pay Monthly Rent.

11.8 Recording. Tenant agrees not to record this Lease, but each party hereto agrees, on the request of the other, 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.

11.9 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, respectively, of Landlord and Tenant. 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.

11.10 Attorneys' Fees. If any actions are taken or proceedings brought to enforce this Lease, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs for all prelitigation, trial, appellate, bankruptcy and probate proceedings.

11.11 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.

11.12 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 remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

11.13 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 either party is dependent upon 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.

11.14 No Brokerage Commission. Tenant represents and warrants that it has had no dealings with any broker or leasing agent in connection with the negotiation or execution of this Lease other than Landlord's broker, if any. In the event any broker or leasing agent other than Landlord's broker, if any, shall make a claim for a commission or fee in connection with the negotiation or execution of this Lease, Tenant shall be responsible for the payment thereof.

11.15 Tenant's 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 Sections 768.28, Florida Statutes. Nothing herein shall inure to the benefit of any third party for the purpose of allowing any claim otherwise barred by sovereign immunity or operation of law.

11.16 Discrimination Not Permitted. Landlord and Tenant for themselves, their successors and assigns covenant and agree that no person shall be excluded from participation in, denied benefits of, or otherwise subjected to unlawful discrimination in the use of the Premises, the construction of any improvements thereon or the furnishing of services therein.

11.17 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.

11.18 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.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed, the day and year first above written.

Landlord: NCR Building Orlando, LLC

By: _____

Printed Name: _____

Its: _____

Witnesses:

Sign: _____

Print Name: _____

Sign: _____

Print Name: _____

Tenant: CITY OF ORLANDO

By: _____

Print Name: _____
Mayor/ Mayor Pro Tem

Attest:

Alana C. Brenner, City Clerk

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

_____ 20__.

Assistant City Attorney
Orlando, Florida

