

LEASE AGREEMENT

THIS LEASE AGREEMENT (the “**Lease**”) is made and entered into as of this _____ day of _____, 2020 (the “**Effective Date**”) by and between the **CITY OF ORLANDO, FLORIDA**, a municipal corporation existing under the laws of the State of Florida (“**Landlord**”), and **4ROOTS FOUNDATION, INC.**, a Florida non-profit corporation (“**Tenant**”).

WITNESSETH:

A. Landlord is the owner of certain real property located in the City of Orlando, Orange County, Florida, as more particularly described in **Exhibit “A”** attached hereto and incorporated herein by reference (the “**City Property**”). As more particularly described in this Lease, Landlord intends to lease to Tenant, and Tenant intends to lease from Landlord, a portion of the City Property containing approximately 18 acres to be determined and established as more particularly described below (such portion being hereinafter referred to as the “**Property**”). A conceptual depiction of the Property is attached hereto as **Exhibit “B”** and incorporated herein by reference.

B. Tenant is a Section 501(c)(3) non-profit corporation organized for the purpose of conducting and operating educational farming, agriculture and other similar or accessory uses and programs.

C. Landlord owns the Property pursuant to that certain Grant Agreement dated December 11, 2017 by and between Landlord and Dr. Phillips, Inc., a Delaware not-for-profit corporation (“**Dr. Phillips**”) and a Fee Simple Deed (“**Deed**”) from Dr. Phillips to the Landlord, recorded in the Official Records of Orange County, Florida, Instrument 20180085458. Pursuant to Section 4(ix) of the Grant Agreement and the terms of the Deed, Landlord and Dr. Phillips contemplated and agreed that the Property would be used by or for local non-profit organizations approved by Dr. Phillips, for educational farming and agriculture and other similar programs, with the land made available at no cost by Landlord to such organizations under lease agreements.

D. The Tenant intends to use the Property for educational farming, agriculture and other similar or accessory uses and programs. Such uses and programs, and the improvements to be constructed on the Property, as described herein, and particularly, though not exclusively, as described in Section 4.01(a) of this Lease, are collectively referred to as the “**Project**”.

E. The Property leased by Tenant hereunder is also referred to herein as the “**Leased Premises**”.

F. From the initiation of construction activities related to the improvements, through and after completion of the improvements located on the Leased Premises under, and subject to, the terms of this Lease (collectively, the “**Improvements**”), Tenant will assume ownership, operation and maintenance obligations related to said Improvements until the Lease is terminated or expires.

G. Tenant shall be obligated to construct, operate and maintain the Project on the Leased Premises.

NOW, THEREFORE, in consideration of the covenants herein made and the acts to be performed by the parties, it is mutually understood and agreed as follows:

ARTICLE I. LEASED PREMISES

Section 1.01 Leased Premises. In consideration of (a) the payment of the Rent (defined below), (b) the benefit to the public and the citizens of the City of Orlando accruing by virtue of the construction, maintenance and operation of the Project, and (c) the keeping and performing of the covenants and agreements by Tenant hereinafter set forth, Landlord hereby leases unto Tenant, on an exclusive basis, the Leased Premises.

Section 1.02 As Is. Tenant acknowledges that, except as otherwise specifically provided herein, Tenant is accepting the Property in its “As Is” condition existing at the time of Tenant’s execution of this Lease, without any warranty, express or implied, of merchantability or fitness for a particular purpose. In leasing the Property, Tenant is relying solely upon its own inspection and investigation and not upon any representation, warranty, statement, or study, report, description, guideline or other information materials made or furnished by Landlord or any of its officers, employees, agents or representatives, whether written or oral, express or implied, of any nature whatsoever. At the commencement of the Term (defined below) of this Lease, Tenant shall accept the Property and any buildings and improvements and equipment on or in the Property, if any, in their existing condition and state of repair, and Tenant covenants that no representations, statements or warranties, express or implied, have been made on or on behalf of Landlord in respect thereof, in respect of their condition, or the use or occupation that may be made thereof, and that Landlord shall in no event whatsoever be liable for any latent defects therein.

ARTICLE II. TERM; CONTINGENCIES

Section 2.01 Term. The term of this Lease shall be for a period commencing on the Effective Date and terminating on the date that is twenty-five (25) years after the Rent Commencement Date (defined below), unless sooner terminated in accordance with other provisions of this Lease (the “**Term**”).

Section 2.02 Options to Renew. On the condition that Tenant has completed Phase I of the Project (as defined in Section 2.07 below), Tenant shall have the right to extend the Term of this Lease for three (3) successive periods of five (5) years each, upon the following terms and conditions:

(a) That Tenant is not in default beyond any applicable cure period at the time of Tenant’s election to exercise its right to renew; and

(b) That each extension term shall be upon the same terms, covenants, and conditions as contained in this Lease; and

(c) That with respect to the second (2nd) extension term and all succeeding extension terms, this Lease shall have been renewed for the immediately preceding extension term; and

(d) At least one hundred eighty (180) days prior to the expiration of the initial period or the first extension term, as applicable, Tenant shall notify Landlord in writing of its election to exercise its right to renew the term of this Lease, and upon the giving of such notice of election, this Lease shall be deemed to be extended for the renewal term to which the notice relates without the execution of any further instrument. If Tenant shall fail to deliver such notice to Landlord within such time period, Tenant shall be deemed to have elected not to exercise its option to extend the term of this Lease. Notices of election to extend for both successive renewal terms may be given simultaneously by Tenant.

Section 2.03 Feasibility Period. Tenant shall have a period of one hundred eighty (180) days from the Effective Date of this Lease (the “**Feasibility Period**”) to determine the feasibility of Tenant’s planned use of the Leased Premises. At all times from and after the Effective Date Tenant, its employees, agents and contractors shall have full access to the Leased Premises to perform all engineering, environmental, geotechnical, and other tests, inspections, investigations, surveys and assessments which Tenant may, in its sole discretion, find necessary or convenient to determine the feasibility of Tenant’s planned use of the Leased Premises. Such activities may include, but are not limited to, boundary and topographic surveys, wetlands surveys and determinations, geotechnical soil borings and analyses, Phase I and II environmental assessments (including, but not limited to, testing of soil, sediments, fill material, ground water and surface water), and such other physical tests and inspections (invasive and non-invasive) of the Leased Premises which Tenant may deem necessary or advisable in its sole discretion. Upon completion of Tenant’s inspection activities under this paragraph and if Tenant elects to terminate this Lease pursuant to this Section 2.03, Tenant will restore the Leased Premises to its pre-existing condition. Tenant agrees to indemnify and hold the Landlord harmless from and against any and all liability, claims and damages that may arise from activities of Tenant, its employees, contractors, subcontractors, agents or assigns, under this paragraph.

At any time prior to the end of the Feasibility Period, Tenant may, for any reason in its sole and absolute discretion, terminate this Lease upon written notice to Landlord. If Tenant wishes to proceed with this Lease beyond the Feasibility Period, Tenant shall provide written notice to Landlord during the Feasibility Period that Tenant is not terminating this Lease. If Tenant fails to provide written notice to Landlord prior to the end of the Feasibility Period that Tenant has elected to proceed with this Lease, then this Lease shall automatically terminate as of the end of the Feasibility Period and neither party shall have any further obligations hereunder other than those matters expressly stated to survive the termination of this Lease.

Section 2.04 Jurisdictional Determination. During the Feasibility Period, and as part of the Governmental Approvals (defined in Section 2.07 below), Tenant shall obtain final jurisdictional determinations for the City Property from the ACOE (defined below) and SJRWMD (defined below), establishing those portions of the City Property that are jurisdictional wetlands and/or which otherwise shall be subject to restrictions and/or conservation easements preventing their development and use for the Project (such portions being hereinafter referred to collectively as the “**Jurisdictional Areas**”). Landlord will cooperate with Tenant as reasonably necessary to accomplish the above-described determinations. The parties do not intend that the Jurisdictional Areas be subject to this Lease and leased by Tenant hereunder.

Section 2.05 Survey. Upon the determination and establishment of the Jurisdictional Areas as described herein, Tenant at its expense shall obtain a current survey of the Property prepared by a registered surveyor (the “**Survey**”). The Survey shall be in a form suitable to Landlord and Tenant and shall (a) locate all present and future easements, rights of way, utility lines, roadways and encroachments on or abutting the Property, (b) contain an accurate metes and bounds description of the Property, and (c) contain the certification of the surveyor as to the area contained in the Property. Landlord and Tenant agree that the description of the Property pursuant to the Survey shall be the legal description of the Property for the purposes of this Lease, and Landlord and Tenant shall enter into an amendment to this Lease to incorporate such legal description of the Property into and as a part of this Lease. Landlord’s Real Estate Manager is authorized to execute the afore-described amendment.

Section 2.06 Title Commitment. Tenant, at Tenant’s expense and within sixty (60) days following the Effective Date, may obtain an ALTA leasehold title commitment (the “**Commitment**”) covering the Leased Premises and issued by a title insurance company selected by Tenant (the “**Title Company**”), together with copies of all instruments, if any, referred to in the Commitment as exceptions to title. Tenant shall have a period (the “**Title Review Period**”) ending on the date twenty (20) days after receipt of the latter of the Survey and the Commitment to review and approve the Commitment and Survey. If any exceptions appear in the Commitment or any matters are disclosed by the Survey which are objectionable to Tenant, Tenant shall, within the Title Review Period, notify Landlord, in writing, of such fact. If Tenant does not object to the matters disclosed by the Commitment or the Survey within the Title Review Period, Tenant shall be deemed to have approved the matters disclosed by the Commitment and the Survey and such matters shall be included in the term “**Permitted Exceptions**” as used herein (which term shall also include all other title and survey matters expressly permitted by the provisions of this Lease). In the event Tenant objects to matters disclosed by the Commitment or the Survey within the Title Review Period, then:

(a) Landlord shall, without the obligation to expend funds, cooperate with Tenant as reasonably necessary to cure such objections to the satisfaction of Tenant as expeditiously as possible but in any event prior to the end of the Feasibility Period; or

(b) In the event Landlord fails to clear the title of the matters to which Tenant objects within the allotted time, Tenant may, in its sole discretion, elect to (x) terminate this Lease by delivery of written notice thereof to Landlord, in which case this Lease shall be of no further force and effect, or (y) clear the title of the defects and objections so specified, or (z) waive such objection.

(c) Notwithstanding the foregoing, in the event Tenant objects to a title or Survey matter, Landlord may, by notice given within twenty (20) days after such objection, refuse to cure such objection, and shall have no liability to Tenant relating to the same. In that event, Tenant shall, in its sole discretion, elect options (x), (y), or (z) as set forth in the immediately preceding subparagraph.

Section 2.07 Governmental Approvals. Tenant anticipates developing and using the Project in two phases, as follows: (a) Phase I of the Project (“**Phase I**”) shall consist of the uses, improvements and structures described as the “Phase I Development” in that certain

“Administrative Master Plan Request for Phase I of the 4Roots Farm Campus including a Planning Official Determination of a Light Public Benefit Use at 1599 North John Young Parkway; MPL2019-10077” dated April 9, 2020 (the “**Administrative Master Plan Approval**”); and (b) Phase II shall consist of the remainder of the Project as described in the Administrative Master Plan Approval, subject to the future rezoning of the Property to a planned development (PD) zoning classification and other land use approvals associated with such PD rezoning. A copy of the Administrative Master Plan Approval is attached hereto as **Exhibit “C”** and by this reference made a part hereof. This Lease and Tenant’s obligation to lease the Leased Premises pursuant hereto is expressly conditioned upon Tenant obtaining the following permits and approvals that will permit the Leased Premises to be developed and operated for Tenant’s Project and Permitted Use, as hereinafter defined (collectively, the “**Governmental Approvals**”):

(i) Any and all land use, comprehensive plan and zoning approvals required by the City of Orlando in its regulatory capacity (the “**City**”), including, without limitation, final site plan/master plan approval, to permit development of Phase I and allow Tenant’s Permitted Use for Phase I;

(ii) Any wetlands dredge and fill permits (“**Wetland Permits**”) from the Army Corps of Engineers (“**ACOE**”) and the St. John’s River Water Management District (“**SJRWMD**”), together with the jurisdictional wetlands and conservations determinations described in Section 2.04 above (including the imposition of any conservation easements or other development restrictions encumbering the Jurisdictional Areas as the ACOE and/or SJRWMD shall require);

(iii) Stormwater master plan approval by the SJRWMD and the City;

(iv) Mass grading and drainage infrastructure plan approval by the City;

(v) Any and all approvals and permits from the City and the Florida Department of Transportation (“**FDOT**”) for the entrance road connection on John Young Parkway, together with a temporary construction easement or other required permit from the City to use the unimproved right-of-way of Texas Avenue and New Hampshire Street to provide construction access for the development and construction of Phase I;

(vi) Approvals from the relevant utility companies for water, sewer and electric service to serve Tenant’s Project;

(vii) The building permit(s) for development and construction of Phase I;
and

(viii) Such other permits and approvals as will be necessary or desirable, in Tenant’s discretion, to develop the Project and allow Tenant’s Permitted Use.

The contingency contained in this Section 2.07 shall not be deemed satisfied unless and until: (x) all the Governmental Approvals have been reviewed and finally approved by the appropriate governmental agencies, subject to conditions of approval that are acceptable to Tenant in its reasonable discretion; (y) any ordinances with respect thereto have taken effect; and (z) the time has passed for appeal of any such Governmental Approval (the “**Final Approval**”).

If (i) the Final Approval of the Governmental Approvals is not obtained within two and one-half (2 1/2) years after the expiration of the Feasibility Period, but in no event more than three (3) years after the Effective Date of this Lease (the “**Approval Deadline**”), and (ii) Tenant has not commenced construction of Phase I, then either party may, at its option, terminate this Lease, in which case this Lease shall be of no further force and effect. The option of either party to terminate this Lease pursuant to this Section 2.07 expires sixty (60) days after the Approval Deadline. Once the Final Approval of the Governmental Approvals has occurred, Tenant shall provide written notice and confirmation thereof to Landlord (the “**Final Approval Notice**”).

Section 2.08 Satisfaction of Lease Contingencies. Upon issuance of the Final Approval Notice, Landlord and Tenant shall memorialize in writing the date on which the foregoing Lease contingencies shall be deemed to be satisfied (with such date being referred to herein as the “**Contingencies Satisfaction Date**”).

ARTICLE III. RENTAL

Section 3.01 Rent. In consideration of the aforesaid demise and lease of the Leased Premises, Tenant agrees to pay Landlord rent during the Term of this Lease in the annual amount of TEN AND NO/100 DOLLARS (\$10.00), commencing on the Rent Commencement Date, as hereinafter defined, and continuing on each anniversary thereof until termination of this Lease (“**Rent**”).

Section 3.02 Commencement of Rent. The obligation of Tenant to pay rent under this Lease shall commence on the first day of the first calendar month after the Contingencies Satisfaction Date (the “**Rent Commencement Date**”).

Section 3.03 Form of Payment. All payments of Rent and other sums required to be made to Landlord shall be in lawful money of the United States of America and shall be paid to Landlord at City of Orlando, 4th Floor, City Hall, 400 South Orange Avenue, Orlando, Florida, Attention: Real Estate Manager, or to such other person and/or at such other place as Landlord may designate from time to time in writing.

Section 3.04 Triple Net Lease. This is a net-net-net lease. Tenant shall pay any and all expenses in connection with the operation, maintenance and control of the Leased Premises during the Term.

ARTICLE IV. USE OF LEASED PREMISES

Section 4.01 General

(a) **Project**. During the term of this Lease, and subject to the restrictions contained in this Lease and the Deed (which require that the Leased Premises be used by and for local non-profit organizations approved by Dr. Phillips, for educational farming and agriculture and other similar programs), Tenant shall have the right to use the Leased Premises solely for the Project as described herein and for no other purpose whatsoever. The uses allowed for the Project are limited to those uses (i) allowed under the future land use and zoning classification for the Property, as the same may be amended from time to time (including any PD rezoning), and (ii) designated in the master plan and approved pursuant to the Administrative Master Plan Approval.

For the purposes of this Lease, the uses described in this Section 4.01 are collectively referred to as the “**Permitted Use.**”

(b) **Quiet Enjoyment.** Landlord covenants and warrants that, so long as Tenant shall faithfully perform the agreements, terms, covenants and conditions hereof, Tenant shall and may peaceably and quietly have, hold and enjoy the Leased Premises for the Term hereby granted without molestation or disturbance by or from the Landlord, and of any encumbrance created or suffered by Landlord, free from the adverse claims of any persons, firms or other entities whatsoever, except those to which this Lease is made subject and subordinate as herein provided. Landlord will fully protect Tenant in the full, complete and absolute possession of the Leased Premises, subject in all cases to the terms and conditions of this Lease.

(c) **Restrictions on the Project/Tenant’s Use.** Tenant’s use of the Property is strictly limited to the Permitted Use.

(d) **Criminal Background Checks.** At its sole expense, Tenant shall complete a criminal background check by a third party company providing such services for Tenant’s employees who either (i) reside within the Project and provide caretaker or similar services to the Project, or (ii) are engaged in activities on the Property related to the operation and maintenance of the Project. Nothing herein operates to place any obligation on the Landlord with respect to conducting criminal background checks and screenings and Tenant remains solely responsible for same. The Tenant will use commercially reasonable efforts to ensure that all employees described above who have the potential for close contact with children during their job performance be disqualified from employment if they have pled guilty or nolo contendere or been adjudicated guilty of any of the crimes listed in Section 435.04(2), *Florida Statutes*.

(e) **Recognition of City.** During the Term of this Lease, Tenant shall:

(i) Install an entry plaque in recognition of the City’s contribution to the Project at a location and in form and content approved by Landlord in its reasonable discretion; and

(ii) Provide recognition of the City for its contribution to the Project in programs, brochures, advertisements, signage, marketing materials, etc., distributed by Tenant, in form and content approved by Landlord in its reasonable discretion.

Section 4.02 Construction of Project.

(a) **Generally.** Tenant covenants and agrees that the Project will be constructed in a good and workmanlike manner and in accordance with (a) this Lease, (b) the conceptual plans (the “**Plans**”), a draft of which is attached hereto as **Exhibit “D”**, to be submitted to Landlord for approval as provided below, and (c) all applicable laws, codes and regulations, including, though not exclusively, the City Code of Orlando, Florida, the City of Orlando-permitted set of construction plans, the Wekiva Overlay District, as defined in City Code, and applicable state and local stormwater regulations.

(b) **Plans.** Prior to Tenant's preparation of construction plans for the Improvements, Tenant shall submit conceptual plans for the Improvements to Landlord for review and approval in Landlord's non-regulatory capacity, which approval shall not be unreasonably withheld, conditioned or delayed. If Landlord desires modifications to such conceptual plans, Landlord shall notify Tenant in writing within twenty (20) days following its receipt thereof, and the parties thereupon shall promptly confer to reach agreement on such conceptual plans. If Landlord fails to notify Tenant of any objections to such conceptual plans within the twenty (20) day period, Landlord shall be deemed to have approved such conceptual plans. For the purposes of this Lease the term "Plans" shall mean the conceptual plans for the Project as approved (or deemed approved) by the Landlord hereunder. The requirements of this paragraph are in addition to other design and regulatory approvals required by the City Code of Orlando, Florida. Development of the Plans is subject to the Permitted Use of the Property as described in Section 4.01(a), above. Preparation of the construction plans for the Improvements (which the Landlord will review in its regulatory authority) will be generally consistent with the Plans.

(c) **Building Permits.** Tenant shall obtain building permits for any building or improvement constructed, installed or erected on the Property.

(d) **Insurance.** Prior to the initiation of construction related to any portion of the Project, Tenant shall require each Project construction contractor (a "Contractor") to obtain insurance for protection from claims under worker's compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and claims for damages (other than to the work itself) to property which may arise out of or result from the contractor's operations and completed operations, whether such operations be by Contractor or by a subcontractor or anyone directly or indirectly employed by any of them. The Contractor shall cause the commercial liability coverage to include the Landlord as an additional insured for claims caused in whole or in part by the Contractor's (and its subcontractor's) negligent acts or omissions during the Contractor's operations. The additional insured coverage for such operations shall be primary and non-contributory. Throughout the performance of the construction of the Project, the Contractor shall maintain general liability insurance with limits of not less than \$1,000,000.00 per claim and \$3,000,000.00 in the aggregate. Throughout the performance of the work, the Contractor shall maintain worker's compensation insurance coverage in amounts required by Florida law.

(e) **Payment and Performance Bonds.** In the event Tenant requires any Contractor to obtain a performance or a payment bond in connection with construction of the Project, or any portion thereof, the City shall be listed as an obligee on each such bond. If Tenant does not require a Contractor to obtain a performance or a payment bond in connection with construction of the Project, or any portion thereof, the Tenant hereby guarantees performance and completion of the applicable portion of the Project and payment of the Contractor(s) for construction of work related thereto. Tenant will act diligently to prevent construction liens from being filed on the Property. If a lien is filed, Tenant will take the requisite action to have the lien removed.

(f) **Landlord's Contribution.** Landlord agrees to contribute Nine Hundred Thousand Dollars (\$900,000.00) towards the cost of constructing Phase I, not including design/engineering costs, (the "City Contribution"), said contribution to occur by means of

reimbursing Tenant for said costs actually incurred. The Phase I construction budget, less design/engineering costs, is attached hereto as **Exhibit “D”** and by this reference made a part hereof, “Costs.” The City Contribution will be based on the actual Costs incurred by Tenant to construct Phase I. Landlord will reimburse Tenant up to the amount of the City Contribution in the manner described below.

The City’s reimbursement of Costs under this Agreement is conditioned upon the Tenant procuring materials and construction services in the following manner: The Tenant will, except as otherwise set forth below, prepare and issue solicitations (*i.e.*, invitations for bids, requests for proposals, etc.) for all procurements related to construction of the Project for which the Tenant will seek reimbursement from the City pursuant to this Section 4.02(f). The contracts entered into between the Tenant and the contractors/providers of items related to construction of the Project for which the Tenant will seek reimbursement from the City are referred to herein as “Contracts.” The procurement process for such Contracts shall be conducted by the Tenant in accordance with the following guidelines.

- 1) Contracts that do not exceed \$200,000. Contracts not exceeding \$200,000 may be entered into by Tenant with any firm that is qualified to provide the work sought and submits the lowest bid or the top ranked responsive proposal, as applicable. The Tenant shall request at least three (3) firms to submit sealed written proposals/bids based on written drawings and/or specifications. A written tabulation of the results shall be furnished by Tenant to the City within a reasonable timeframe based on the number of proposals/bids received, but in no event later than the submittal of a Request for the payment of Costs related to said proposal/bid.
- 2) Contracts exceeding \$200,000. Contracts exceeding \$200,000 may be entered into by the Tenant with the firm that is qualified to provide the work sought and submits the lowest bid or the top ranked responsive proposal, as applicable. For Contracts between \$200,000 and \$500,000, the Tenant shall advertise these Contracts at least once in the Orlando Sentinel at least twenty-one (21) calendar days prior to the established proposal/bid opening time and date. For Contracts exceeding \$500,000, the Tenant shall advertise these Contracts at least once in the Orlando Sentinel at least thirty (30) calendar days prior to the established proposal/bid opening time and date. A written tabulation of the results shall be furnished by Tenant to City within a reasonable timeframe based on the number of proposals/bids received but in no event later than the submittal of a Request for the payment of Costs related to said proposal/bid.

After Tenant has given Landlord written notice that Tenant has expended at least \$900,000.00 for construction of Phase I and/or materials related thereto, Tenant may request reimbursement payment(s) from Landlord as follows: Landlord will make payments to Tenant based on Tenant’s submittal of a payment request (a “**Request**”) to Landlord. The Request, which may not be submitted at less than thirty (30) day intervals, is limited to Costs actually incurred by Tenant to construct Phase I and each Request will include documentation, such as invoice(s), necessary to support the Request (“**Invoice**”). Tenant will not submit Requests at less than thirty (30) day intervals. Tenant is responsible to pay any costs that exceed the City Contribution and is solely responsible for completing the construction of Phase I. Tenant will ensure that all

payments made by Landlord under any Request are used solely to pay the Invoice(s) referenced in the Request.

Landlord shall at all times have access to Phase I in conjunction with its review of Requests and Tenant will provide proper facilities for such access and observation of the work being performed hereunder and also for any inspection or testing thereof. Said inspections shall not be deemed to have represented that Landlord made exhaustive or continuous on-site inspections to check the quality or quantity of work performed or materials supplied for Phase I, nor shall it relieve Tenant of any obligations associated with its warranty requirements under this Lease or to perform otherwise in compliance with the terms of this Lease.

(g) **Failure to Initiate Construction.** In the event development and/or construction of Phase I does not commence within one (1) year after the Contingencies Satisfaction Date (but subject to any events of force majeure), then Landlord may provide written notice of such failure to Tenant. In the event construction of Phase I does not commence within ninety (90) days after Tenant's receipt of such notice (but subject to events of force majeure), then Landlord shall be entitled to terminate this Lease by written notice thereof delivered to Tenant. After construction of Phase I has commenced (but subject to events of force majeure), Tenant shall proceed without interruption to complete Phase I with commercially reasonable diligence and within the time period set forth in the bid documents/construction contract for Phase I, which shall be shared in summary form with the City.

Section 4.03 Ownership of Improvements. All Improvements made to, or constructed on, the Property, including Alterations, shall be and remain the property of Tenant until expiration or termination of this Lease, at which point all such Improvements become property of the Landlord. Upon request, Tenant will provide a Bill of Sale to the Landlord to confirm the transfer of title to fixtures and other such Improvements.

Section 4.04 Removal of Improvements. Tenant shall not demolish and/or remove any buildings and improvements now or hereafter erected on the Property without Landlord's consent, which Landlord may withhold in its sole discretion. This Section 4.04 shall not apply to minor alterations or renovations during the Term of this Lease, which are governed by Section 4.05 below.

Section 4.05 Alterations. Tenant shall have the right to make additions and changes (herein collectively referred to as "**Alterations**") to the Plans, the Improvements or the Project. Construction of any such Alterations will be at the sole expense of the Tenant.

Section 4.06 Maintenance and Repairs. From and after the Rent Commencement Date and continuing throughout the Term of this Lease, Tenant shall, pursuant to this Lease, put, keep, repair and maintain the Project and the Improvements in good repair and in good, safe and clean condition, normal wear and tear excepted, and shall use all reasonable precautions to prevent waste, damage or injury.

Section 4.07 Landlord Not Liable for Injury or Damage. Tenant is and shall be in exclusive control and possession of the Leased Premises commencing on the Rent Commencement Date, except as otherwise provided herein, and following the Rent Commencement Date, Landlord

shall not in any event whatsoever be liable for any injury or damage to any property or to any person happening on or about the Leased Premises, nor for any injury or damage to any property of Tenant or Landlord, or of any other person contained therein, unless caused by Landlord's intentional acts or negligence. The provisions hereof permitting Landlord to enter and inspect the Leased Premises are made for the purpose of enabling Landlord to be informed as to whether Tenant is complying with the agreements, terms, covenants and conditions hereof.

Section 4.08 Access to Leased Premises. Upon not less than five (5) days prior written notice, Tenant shall permit Landlord or its agents to enter the Leased Premises at all reasonable hours for the purpose of inspection, or of making repairs that Tenant may neglect or refuse to make in accordance with this Lease. Landlord agrees to take all reasonable steps to minimize any interference in Tenant's business operations as a result of such access and entry.

Section 4.09 Compliance with Laws. During the Term of this Lease, Tenant shall comply with and cause the Leased Premises to be in compliance with (i) all laws, ordinances and regulations, and other governmental rules, orders and determinations, whether or not presently contemplated, applicable to the Leased Premises or the uses conducted thereon, (ii) the provisions of any insurance policies required to be maintained by Tenant, with respect to the Leased Premises, and (iii) the terms of any easements, covenants, conditions and restrictions affecting the Leased Premises.

Section 4.10 Hazardous Waste.

(a) Tenant shall not cause or permit any "Hazardous Substance" (as hereinafter defined) to be brought, kept or used in or about the Leased Premises by Tenant, its agents, employees, contractors, guests or invitees. Tenant shall ensure that any such materials are stored, used and disposed of in compliance with all applicable federal, state and local laws, including, without limitation, "**Applicable Environmental Law**" (as hereinafter defined). If the presence of any Hazardous Substance on, in or under the Leased Premises caused or permitted by Tenant, its agents, employees, contractors, guests or invitees results in any contamination of Leased Premises or of any other property, the Tenant shall promptly take all actions, at its sole expense, as are required by Applicable Environmental Law to return the affected area to the condition existing prior to the introduction of any such Hazardous Substance, including, without limitation, any investigation or monitoring of site conditions or any clean up, remediation, response, removal, encapsulation, containment or restoration work required because of the presence of any such Hazardous Substance on, in or under the Leased Premises or such other property or any release or suspected release or threat of release of any such Hazardous Substance in the air, soil, surface water or ground water (collectively, the "**Remedial Work**"). Tenant shall obtain all necessary licenses, manifests, permits and approvals to perform the Remedial Work. Tenant shall perform all Remedial Work and the disposal of all waste generated by the Remedial Work in accordance with all Applicable Environmental Law.

(b) Tenant shall indemnify, save harmless and defend Landlord and Landlord's officers, elected and appointed officials, directors, employees or partners ("**Landlord Indemnified Parties**") from and against any and all claims (including, without limitation, third party claims for personal injury or real or personal property damage), actions, administrative proceedings (including informal proceedings), judgments, damages, punitive damages, penalties,

finances, costs, liabilities, interest or losses incurred by, sought from or asserted directly or indirectly against the Landlord Indemnified Parties during or after the Term of this Lease as a result of the presence of any Hazardous Substance on, in or under the Leased Premises or surrounding land or any release of any Hazardous Substance into the air, soil, surface, water or ground water, which Hazardous Substance was brought, kept or used in or about the Leased Premises or the surrounding land by the Tenant, its agents, employees, contractors, guests or invitees, or as a result of a breach by the Tenant of its obligations under subsection (a) above. The Tenant shall assume, pursuant to the foregoing indemnity, any liabilities or responsibilities which are assessed against the Landlord Indemnified Parties in any action described under this subsection (b). The Tenant shall promptly provide to the Landlord Indemnified Parties copies of all communications, filings or other writings, photographs or materials given to or received from any person, entity or agency in connection with any cleanup or Remedial Work conducted by the Tenant, and shall notify the Landlord Indemnified Parties of, and permit the Landlord Indemnified Parties' representative to attend any meetings or oral communications relating thereto.

(c) As used herein, the term "**Hazardous Substance**" means any hazardous or toxic substance, material, or waste which is or becomes regulated by any local governmental authority, the State of Florida, the United States Government, including, without limitation, (i) any substance, chemical or waste that is or shall be listed or defined as hazardous, toxic or dangerous under Applicable Environmental Law, (ii) any other chemical material or substance, exposure to which is prohibited, limited or regulated by any federal, state or local governmental authority pursuant to any environmental, health and safety or similar law, code, ordinance, rule regulation, order or decree and which may or could pose a hazard to the health and safety of occupants or users of the Leased Premises or the Garage or any part hereof, any adjoining property or cause damage to the environment, (iii) any petroleum products, (iv) pcbs, (v) leaded paint, and (vi) asbestos. As used herein, the term "**Applicable Environmental Law**" shall include the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § § 9601 et seq., the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § § 6901, et seq., the Federal Water Pollution Control Act, 33 U.S.C. § § 1251 et seq., the Clean Air Act, 42 U.S.C. § § 7401, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. § § 1801 et seq., the Toxic Substances Control Act, 15 U.S.C. § § 2601 et seq., and the Safe Drinking Water Act, 42 U.S.C. § § 300f through 300j-26, as such Acts have been or are hereafter amended from time to time; any so called Superfund or Superlien law; and any other federal, state and local statute, law ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material as now or any time hereafter in effect.

(d) The obligations of Landlord and Tenant and the indemnities set forth in this Section 4.10 shall survive the termination or expiration of this Lease.

ARTICLE V. TAXES AND ASSESSMENTS

Section 5.01 Real Estate Taxes and Assessments:

(a) From and after the Rent Commencement Date and continuing throughout the Term of this Lease, Tenant's obligations with respect to Real Estate Taxes (as hereinafter defined) shall be as follows:

(i) On or before the later of (i) fifteen (15) days after Tenant's receipt of a copy of the bill for Real Estate Taxes or (ii) ten (10) days prior to the date such Real Estate Taxes become delinquent, Tenant shall pay directly to the applicable taxing or assessing authority, all ad valorem real estate taxes, and all assessments, annual benefits, levies, fees, and all other governmental charges, general and special, ordinary and extraordinary, foreseen and unforeseen, levied upon or assessed against the Leased Premises or the use and occupancy thereof by Tenant and allocable to the period commencing with the Rent Commencement Date and continuing through the Term of this Lease (collectively the "**Real Estate Taxes**").

(ii) Tenant may elect to pay any assessment over the longest period allowed by law provided, however, Tenant shall pay any penalty or interest imposed as a result of such election.

(iii) Tenant shall furnish written evidence to Landlord of the payment of Real Estate Taxes within ten (10) days after payment thereof.

(iv) Tenant shall have the right to participate in all negotiations of the Real Estate Taxes and shall also have the right to contest the validity or the amount of any Real Estate Taxes by such appellate or other proceedings as may be appropriate in the jurisdiction, and may, if applicable, defer payment of such obligations if payment would operate as a bar to such contest, and, if applicable, pay same under protest, or take such other steps as Tenant may deem appropriate, provided, however, that Tenant indemnifies and holds harmless Landlord from any expense (including reasonable attorney's fees, including fees on appeal) or liability arising out of such contest, pursues such contest in good faith and with due diligence, posts any bond or security required by law in connection with such contest, gives Landlord written notice of its intention to contest, and takes no action which shall cause or allow the institution of any foreclosure proceedings or similar action against the Leased Premises. Landlord shall cooperate in the institution and prosecution of any such proceedings initiated by Tenant and shall execute any documents which Landlord may reasonably be required to execute and shall make any appearances which Landlord may reasonably be required to make in connection with such proceedings.

(v) Should Landlord institute proceedings to contest the validity or the amount of any Real Estate Taxes, Tenant shall cooperate and shall make any appearances which Tenant may reasonably be required to make in such proceedings but shall not be obligated to incur any expense in connection therewith; provided, however, that Landlord pursues such contest in good faith and with due diligence.

(vi) Should any of the proceedings referred to in the preceding two paragraphs (iv) and (v) of this Section 5.01(a) result in reducing the total annual Real Estate Taxes, Tenant shall be entitled to receive all refunds by the taxing authorities attributable to the Leased Premises for any period for which Tenant has paid Real Estate Taxes after deducting therefrom payment of all of Landlord's and Tenant's expenses incurred in any such proceeding in which a refund is paid. If no refund shall be secured in any such proceeding, the party instituting the proceeding shall bear the entire cost, or if Landlord institutes the proceeding at Tenant's request, Tenant shall bear the entire cost.

(b) Tenant shall pay and discharge, when due, all taxes assessed during the Term of this Lease against any leasehold interest, the Improvements or personal property of any kind owned by or placed in the Leased Premises by Tenant.

Section 5.02 Tenant Sales Tax. In addition to the Rent and any other sums or amounts required to be paid by Tenant to Landlord pursuant to the provisions of this Lease, Tenant shall also pay to Landlord, the amount of any applicable sales, use or excise tax on any such Rent or other sums or amounts so paid by Tenant to Landlord, whether the same be levied, imposed or assessed by the State of Florida in or any other federal, state, county or municipal governmental entity or agency. Any such sales, use or excise taxes shall be paid by Tenant to Landlord at the same time that each of the amounts with respect to which such taxes are payable are paid by Tenant to Landlord.

Section 5.03 Tenant Leasehold Tax. Tenant shall also pay directly to the applicable taxing or assessing authority the leasehold tax assessed against the Leased Premises. Such leasehold tax is an ad valorem tax assessed on the Leased Premises by the Orange County Property Appraiser.

ARTICLE VI. INSURANCE

Section 6.01 Insurance by Tenant.

(a) Tenant, at its sole cost and own expense, shall purchase, maintain and keep in force and effect at all times during the term of this Lease the following types and amounts of insurance:

(i) **Property Insurance.** Property insurance, including fire and extended coverage, insuring against damage caused by fire, vandalism, wind, and water, for the full replacement cost of the Improvements located on the Leased Premises with a maximum deductible of ten thousand dollars (\$10,000.00).

(ii) **Commercial General Liability Insurance.** Commercial general liability insurance, including Products Completed Liability with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate for Bodily Injury (BI) and Property Damage (PD), Two Million Dollars (\$2,000,000.00) Product Completed Operations, and One Million Dollars (\$1,000,000.00) Personal Injury.

(iii) **Workers' Compensation & Employers Liability Insurance.** Full and complete Workers' Compensation Coverage as required by State of Florida law.

(iv) **Automobile Liability Insurance.** Automobile liability insurance coverage in the minimum amount of One Million Dollars (\$1,000,000) per occurrence for BI/PD, including hired/non-owned vehicles regardless of number of passengers transported.

(v) **Machinery and Equipment.** Replacement Cost coverage for all machinery and equipment located or installed on the Leased Premises.

(b) Landlord shall be named as a Loss Payee or Additional Insured on each Policy required hereunder, except worker's compensation.

(c) Tenant shall provide the Landlord with Certificate(s) of Insurance on all the policies of insurance and renewals thereof on an annual basis in a form(s) reasonably acceptable to Landlord.

(d) Landlord shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least sixty (60) calendar days prior to the effective date of said action.

(e) All insurance policies shall be primary and issued by companies with a Financial Rating of "A-" or better and a Financial Size Category of "Class V" or higher according to the most current edition of Best's Insurance Reports, who are licensed and authorized to do business under the laws of the State of Florida.

(f) The procurement of the insurance coverage as set forth herein shall not constitute a waiver of Landlord's sovereign immunity limits.

ARTICLE VII. POSSESSION

Landlord shall deliver to Tenant full possession of the Leased Premises subject to the terms of this Lease, and all easements, covenants and restrictions of record, on the Rent Commencement Date.

ARTICLE VIII. NO RIGHT TO MORTGAGE

Section 8.01 No Right to Mortgage. Tenant shall have no right to mortgage the Improvements and/or the leasehold estate created under this Lease to a Lender.

Section 8.02 Definition. "Mortgage," as the term is used in this Lease, shall mean and include any mortgage, deed of trust and/or assignment of leases made as security for indebtedness of Tenant related to the any part of the Project.

ARTICLE IX. LANDLORD'S REPRESENTATIONS AND WARRANTIES

Section 9.01 Ownership. Landlord warrants and represents that it has full right, authority and power to lease the Leased Premises unto Tenant for the term hereof.

Section 9.02 Possession. Commencing on the Rent Commencement Date and subject to the terms of the Lease, Tenant's faithful performance of Tenant's covenants and conditions herein contained, Landlord covenants and warrants that Tenant shall and may peaceably and quietly have, hold and enjoy the Leased Premises for the Term of this Lease.

ARTICLE X. DAMAGE OR DESTRUCTION

Section 10.01 Casualty. If the Leased Premises or any portion thereof are destroyed or damaged so as to materially hinder effective use of the Leased Premises in Tenant's reasonable

judgment, and such destruction or damage is not caused in whole or part by Tenant, its officers, employees, invitees or anyone for whom Tenant is liable, then Tenant may elect to either (a) repair or reconstruct the Leased Premises at its sole cost and expense, or (b) terminate this Lease by giving thirty (30) days written notice to the City.

Within ninety (90) days after the effective date of such termination, Tenant shall, unless directed otherwise by Landlord, cause the damaged building(s) to be razed and any and all debris to be removed, and surrender the Leased Premises as a rough graded site, it being understood and agreed by Landlord and Tenant that Tenant shall have no obligation to raze, restore or remove any horizontal improvements in the parking lot, driveways or loading areas or any utilities (except that pipes will be cut to the ground and grouted in place). Tenant shall not have the right to terminate this Lease as a result of a casualty except as expressly provided herein.

The City shall have no obligation to reconstruct or repair damage to the Leased Premises. If Tenant exercises its option to repair or reconstruct the Leased Premises, it shall do so in a manner that restores the Leased Premises to its structural integrity and capacity prior to such damage or destruction. In addition, any repair or reconstruction is subject to the approval of the City in accordance with the procedures set forth in Section 4.02(b) above. In the event of such repair or reconstruction, the City shall retain title to the Leased Premises as repaired or reconstructed.

ARTICLE XI. CONDEMNATION

Section 11.01 Total Condemnation. If all of the Leased Premises, and the Improvements located thereon, are taken by the exercise of the power of eminent domain, this Lease shall terminate as of the date possession is taken by the condemnor, and prepaid Rent and unpaid Rent that is due and payable, and all other amounts due pursuant to the provision of this Lease, shall be prorated accordingly. Tenant shall have the right to claim and recover from the condemning authority, statutory business damages and other such damages, as may be separately awarded or recoverable by Tenant in Tenant's own right, without impairing the compensation award to Landlord for the Leased Premises taken, 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, improvements, furniture, fixtures, equipment, and personal property.

Section 11.02 Partial Condemnation. If more than twenty-five percent (25%) of the Leased Premises at the time, are taken by the exercise of the power of eminent domain (herein referred to as "**Partial Condemnation**"), Tenant shall have the right to terminate this Lease if said Leased Premises (including the Improvements) remaining are such that their continued use for the purpose for which the same were being used immediately prior to such taking is reasonably impractical or economically imprudent. The option to terminate herein granted shall be exercised in writing by Tenant within sixty (60) days after Tenant shall have received written notice of the date of the taking of possession by the applicable condemning authority. Termination shall be effective on the date of the taking. Upon termination, prepaid rent or unpaid rent, and all other amounts due pursuant to the provisions of this Lease shall be prorated accordingly.

Whether this Lease is terminated or not, the compensation award shall be distributed as provided in Section 11.01. However, notwithstanding the provisions of the preceding sentence,

any award or any portion of any award made for the purpose of repairing or demolishing any remaining Improvements shall belong to the party who repairs or demolishes said remaining Improvements. Tenant shall promptly undertake to repair, restore (to the extent possible according to the land area so taken to make the building a complete architectural unit) or demolish such remaining Improvements, all such repairing, restoration and/or demolition to be done in a good and workmanlike manner, in conformity with all applicable governmental rules, regulations, ordinances and laws.

If less than twenty-five percent (25%) of the Leased Premises at the time are taken by the exercise of the power of eminent domain, the entire compensation award attributable to the Leased Premises taken shall belong to the Landlord. However, Tenant shall have the right to claim and recover from the condemning authority, such compensation as may be separately awarded and recoverable by Tenant in Tenant's own right, without impairing the compensation award to Landlord for the Premises taken, 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 improvements, fixtures or personal property.

Section 11.03 Cooperation in Making Claims. Landlord and Tenant shall, in connection with any eminent domain proceedings, cooperate in making all claims for damages and bringing suit or action.

ARTICLE XII. DEFAULT

Section 12.01 Default by Tenant. Each of the following events shall be an event of default hereunder by Tenant and shall constitute an event of default of this Lease:

(a) If the Tenant fails to comply with the insurance requirements contained herein, and if such failure to pay or comply with the insurance requirements shall continue for fifteen (15) days after Landlord shall have delivered to Tenant a written notice of such default; or

(b) If Tenant fails to retain its Section 501(c)(3) non-profit status and such failure is not cured within sixty (60) days; or

(c) Whenever Tenant shall do, or permit anything to be done, whether by action or inaction, contrary to any covenant or agreement on the part of Tenant herein contained or contrary to any of Tenant's obligations under this Lease, or shall fail in the keeping or performance of any of Tenant's obligations under this Lease, including, though not exclusively Tenant's abandonment of the Project or any portion thereof, or Tenant's use of the Leased Premises for anything other than the Permitted Use, or is in violation or not in compliance with applicable laws, codes and regulations, including, though not exclusively, the City of Orlando Code, and City of Orlando's zoning requirements and approvals, and Tenant shall fail to remedy the same within thirty (30) days after Landlord shall have given Tenant written notice specifying the same; provided the foregoing thirty (30) day period shall be extended for such reasonable period of time as is necessary to cure the default if the alleged default is not reasonably capable of cure within said thirty (30) day period and Tenant commences and continues diligently to cure the alleged default; or

(d) Whenever an involuntary petition shall be filed against Tenant under any bankruptcy or insolvency law or under the reorganization provisions of any law of like import, or a receiver of Tenant or for the property of Tenant shall be appointed with or without the acquiescence of Tenant, or whenever this Lease or the estate hereby granted or the unexpired balance of the term would, by operation of law or otherwise, except for this provision, devolve upon or pass to any person, firm or corporation other than Tenant or any corporation in which the Tenant may be duly merged, converted or consolidated under statutory procedure, and such situation under this subsection (c) shall continue and shall remain undischarged or unstayed for an aggregate period of sixty (60) days (whether or not consecutive) or shall not be remedied by Tenant within sixty (60) days; or

(e) Whenever Tenant shall make an assignment of the Improvements or other property of Tenant for the benefit of creditors or shall file a voluntary petition under any bankruptcy or insolvency law, or whenever any court of competent jurisdiction shall approve a petition filed by Tenant under the reorganization provisions of the United States Bankruptcy Act or under the provisions of any law of like import, or whenever a petition shall be filed by Tenant under the arrangement provisions of the United States Bankruptcy Act or under the provisions of any law of like import, or whenever Tenant shall desert or abandon the Leased Premises.

Section 12.02 Remedies of Landlord. Upon the occurrence of any of event of default by Tenant set forth above, Landlord may (a) give to Tenant a notice of Landlord's intent to end the term of this Lease on a day not less than thirty (30) days after Tenant's receipt of such notice (the "**Landlord Termination Date**"), and this Lease and the term and estate hereby granted shall expire and terminate upon the Landlord Termination Date as fully and completely and with the same force and effect as if the day so specified were the date hereinbefore fixed for the expiration of the Term of this Lease, and all rights of Tenant under this Lease shall expire and terminate, but Tenant shall remain liable for damages as hereinafter provided; and/or (b) take any other action in law or equity available to Landlord upon Tenant's default.

Section 12.03 Default by Landlord. The following event shall be an event of default hereunder by Landlord and shall constitute a breach of this Lease: whenever Landlord shall do, or permit anything to be done, whether by action or inaction, contrary to any covenant or agreement on the part of Landlord herein contained or contrary to any of Landlord's obligations under this Lease, or shall fail in the keeping or performance of any of Landlord's obligations under this Lease, and Landlord shall fail to remedy the same within thirty (30) days after Tenant shall have given Landlord written notice specifying the same (provided the foregoing thirty (30) day cure period shall be extended for such reasonable period of time as is necessary to cure the default if the alleged default is not reasonably capable of cure within said thirty (30) day period and Landlord commences and continues to diligently cure the alleged default).

Section 12.04 Remedies of Tenant. Upon the occurrence of any of event of default by Landlord set forth above, Tenant may (a) give to Landlord a notice of Tenant's intent to end the term of this Lease on a day not less than thirty (30) days after Landlord's receipt of such notice (the "**Tenant Termination Date**"), and this Lease and the term and estate hereby granted shall expire and terminate upon the Tenant Termination Date as fully and completely and with the same force and effect as if the day so specified were the date hereinbefore fixed for the expiration of the

Term of this Lease, and all rights of Landlord under this Lease shall expire and terminate, and/or (b) take any other action in law or equity available to Tenant upon Landlord's default.

ARTICLE XIII. ESTOPPEL CERTIFICATES

Within ten (10) 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) Rent and other amounts payable hereunder are current, and (c) there are no uncured defaults hereunder by Landlord or Tenant, if such is the case, and such other matters as such requesting party may reasonably request. Failure of either party to deliver such estoppel certificate within such ten (10) 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.

ARTICLE XIV. NOTICE PROVISIONS

Any notice to be given or to be served upon either Landlord or Tenant in connection with this Lease shall be deemed to have been sufficiently given or served for all purposes by mailing the notice registered or certified mail, postage prepaid, return receipt requested, or by sending the same by Federal Express, Express Mail, or other comparable and reliable overnight delivery service, and addressed as follows:

LANDLORD: Real Estate Manager
 City of Orlando
 400 South Orange Avenue, 4th Floor
 Orlando, Florida 32801
 Telephone: (407) 246-2653
 Facsimile: (407) 246-3129

With a copy to the City Attorney (Facsimile: (407) 246-2854))

 City Attorney's Office
 City of Orlando
 400 South Orange Avenue, 3rd Floor
 Orlando, Florida 32801
 Attention: City Attorney
 Telephone: (407) 246-2295

TENANT: 4 Roots Foundation, Inc.
 Attn: Jo-Ann Perfido
 Chief Financial Officer and Treasurer
 210 N Park Avenue
 Winter Park, Florida 32789
 Telephone: (407) 687-4344

With a copy to:

Bradley Watkins
Director of Real Estate and Construction
210 N Park Avenue
Winter Park, Florida 32789
Telephone: (407) 832-9016

or to such addresses as the parties hereto may from time to time designate in writing to the other party, and any such notice or demand shall be deemed to have been given or served at the time that the same shall be received. However, if the first attempt to serve notice is not received, then a second notice may be sent and the notice shall be deemed to be effective three (3) days after it was deposited in the United States mail or with the overnight delivery service.

ARTICLE XV. TERMINATION OF LEASE

(a) Notwithstanding anything to the contrary otherwise stated in this Lease, for its convenience and for any or no reason, Tenant may terminate this Lease upon not less than one hundred eighty (180) days prior written notice to the Landlord

(b) This Lease may be terminated by consent of the parties or in accordance with Article XII, above.

(c) At the end of the Term of this Lease, whether by expiration, termination or otherwise, Tenant shall peacefully deliver up to Landlord possession of the Leased Premises together with all Improvements thereon, in good condition and state of repair, reasonable wear and tear excepted, which Improvements shall become the property of Landlord.

ARTICLE XVI. PARTIES BOUND BY LEASE

Except as may be herein provided, this Lease and all of the covenants, conditions and restrictions herein shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors and assigns.

ARTICLE XVII. INDEMNIFICATION

Except to the extent arising from the acts or negligence of Landlord, its agents, employees, contractors, guests or invitees, Tenant shall indemnify and save harmless Landlord against and from all costs, expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, claims and demands of every kind or nature, including reasonable counsel fees, by or on behalf of any person, party or governmental authority whatsoever, arising out of (a) any failure by Tenant to perform any of the agreements, terms, covenants or conditions of this Lease on Tenant's part to be performed, (b) any accident, injury or damage which shall happen in or about the Leased Premises or appurtenances, however occurring, and any matter or thing growing out of the condition, occupation, maintenance, alterations, repair, use or operation of the Leased Premises, or any part thereof, during the Term of this Lease, (c) failure to comply with any laws, ordinances, requirements, orders, directions, rules or regulations of any federal, state, county or city governmental authority, (d) any construction or mechanic's lien, conditional bill of sale or chattel

mortgage filed against the Leased Premises or any equipment therein or any materials used in the construction or alteration of any building or improvement thereon, or (e) otherwise arising directly or indirectly from or out of Tenant's use of the Leased Premises.

ARTICLE XVIII. MISCELLANEOUS

Section 18.01 Modification. Except as otherwise provided in this Lease, the terms and conditions of this Lease shall not be amended in any manner except by a written instrument, duly executed by the parties hereto.

Section 18.02 Non-Waiver; Remedies Cumulative. Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by either party of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. If any action by either party shall require the consent or approval of the other party, the other party's consent to or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion or consent to or approval of any other action on the same or any subsequent occasion. Any and all rights and remedies which either party may have under this Lease or by operation of law, either at law or in equity upon any breach, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other; and no one of them, whether exercised by said party or not, shall be deemed to be in exclusion of any other, and any two or more or all of such rights and remedies may be exercised at the same time.

Section 18.03 Headings. The division of this Lease into parts, the article headings and subheadings herein are inserted only for convenience of reference and shall in no way define, limit or prescribe the scope or intent of any provisions of this Lease.

Section 18.04 Covenants Running with Land. All of the terms, covenants, conditions and provisions of this Lease shall be construed as covenants running with the land, and all rights given to and obligations imposed upon the respective parties shall be construed as inuring to and binding upon the successors in interest and assigns of the parties hereto, respectively.

Section 18.05 Execution of Duplicates. Landlord and Tenant each agree at any time at the request of the other, promptly to execute duplicate originals of any instrument in recordable form, which will constitute a short form of lease, setting forth a description of the Leased Premises, the term of this Lease and any other portions thereof excepting the rental provisions as either party may request.

Section 18.06 Enforcement: Prevailing Party Entitled to Costs. If any party defaults under this Lease, or if any litigation ensues with respect to the rights, duties and obligations of the parties under this Lease, the unsuccessful party in any such action or proceeding shall pay for all costs, expenses and reasonable attorney's fees (including costs and attorney's fees on appeal) incurred by the prevailing party in enforcing the covenants and agreements of this Lease. The term "prevailing party," as used herein, shall include, without limitation, a party who obtains legal

counsel and brings action against the other party by reason of the other party's breach or default and obtains substantially the relief sought, whether by compromise, settlement or judgment.

Section 18.07 Interest. Any amount due hereunder and not paid before becoming delinquent shall bear interest at ten percent (10%) per annum from the due date until paid. Payment of such interest shall not excuse or cure any default under this Lease.

Section 18.08 Florida Law. The Lease, and all terms hereunder shall be construed consistent with the laws of the State of Florida. Any dispute resulting in litigation hereunder shall be resolved in court proceedings instituted in the courts of Orange County, Florida and in no other jurisdiction.

Section 18.09 Partial Invalidity. If any term, covenant or condition 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, covenant or condition to persons and circumstances other than those to which it has been held invalid or unenforceable, shall not be affected thereby, and each term, covenant and condition of this Lease shall be valid and shall be enforced to the fullest extent permitted by law.

Section 18.10 Construction of Language. The language in all parts of this Lease shall in all cases be construed as a whole according to its fair meaning and not strictly for or against either Landlord or Tenant. Each party has participated extensively in the negotiations concerning and drafting of this Lease, and each has been represented by legal counsel.

Section 18.11 Recording of Lease. Landlord and Tenant agree that neither this Lease nor a copy hereof shall be recorded, but the parties may record a memorandum of this Lease.

Section 18.12 Time of Essence. Time is of the essence with respect to all provisions of this Lease.

Section 18.13 Business Day. Should any due date hereunder fall on a Saturday, Sunday or legal holiday, then such due date shall be the first business day following such Saturday, Sunday or legal holiday.

Section 18.14 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO DEMAND THAT ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN ANY WAY RELATED TO THIS LEASE OR THE RELATIONSHIP OF THE PARTIES BE TRIED BY JURY. THIS WAIVER EXTENDS TO ANY AND ALL RIGHTS TO DEMAND A TRIAL BY JURY ARISING FROM ANY SOURCE, INCLUDING BUT NOT LIMITED TO THE CONSTITUTION OF THE UNITED STATES, THE CONSTITUTION OF ANY STATE, COMMON LAW OR ANY APPLICABLE STATUTE OR REGULATION. EACH PARTY HEREBY ACKNOWLEDGES THAT IT IS KNOWINGLY AND VOLUNTARILY WAIVING THE RIGHT TO DEMAND TRIAL BY JURY.

Section 18.15 Authority. The execution and performance of this Lease by each party has been duly authorized by all applicable laws and regulations and all necessary corporate action, and

this Lease constitutes the valid and binding obligation of such party, enforceable in accordance with its terms.

Section 18.16 Commission. Landlord and Tenant represent and warrant to the other that it has neither engaged, nor employed nor dealt with any broker in connection with this Lease.

Section 18.17 RADON. 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 PUBLIC HEALTH UNIT.

Section 18.18 Assignment and Sublease. In order to ensure compliance with the terms of the Deed, Tenant shall not have the right to assign or sublet this Lease without the prior written consent of the Landlord, such consent not to be unreasonably withheld, conditioned or delayed. Notwithstanding the above, Tenant has the right to sublet portions of the Property (or improvements within the Property) to: (i) affiliates of the Tenant; (ii) other 501(c)(3) non-profit organizations; and (iii) subtenants approved by Landlord in writing prior to execution of this Lease. At least ten (10) days prior to Tenant's sublease of any portion of the Property (or improvements within the Property) to (i) affiliates of the Tenant; (ii) other 501(c)(3) non-profit organizations; or (iii) subtenants approved by Landlord in writing prior to execution of this Lease, Tenant will provide written notice to Landlord of said sublease, identifying the subtenant, the subtenant's proposed use under the sublease and certifying that the subtenant's use of the Property (or the improvements within the Property) is in compliance with the Project and the Deed, as said terms are defined in this Agreement. Landlord's Real Estate Manager is authorized to approve such subtenants prior to execution of this Lease and to execute such consent(s) to subtenants after execution of this Lease. Whenever consent by the City is required under this Section 18.18, in the event the City does not respond in writing to such request for consent within fifteen (15) days of such request, such request shall be deemed given. Notwithstanding any assignment or subletting, Tenant shall remain liable under this Lease. All sublease rent and other consideration payable under any sublease shall be solely the property of Tenant.

Section 18.19 Independent Contractors. Landlord and Tenant, their agents, construction manager, contractor(s), subcontractors or consultants, shall perform all activities that are outlined in this Lease as independent entities and not as agents, employees or representatives of the Landlord or Tenant, or their employees or representatives.

Section 18.20 Regulatory Authority. Nothing in this Lease operates to waive or modify the City of Orlando's regulatory authority with respect to the Project and the Property or to vest any particular development of the Property. In addition, the Tenant must request the signature of the City's Real Estate Manager, as the Landlord's representative, for any applications for building permits on the Property (and the City's Real Estate Manager shall cooperate diligently and in good faith in signing such applications).

ARTICLE XIX. TAX RETURNS; PROJECT REPORTS

Prior to December 31 of each year during the Term of this Lease, Tenant shall deliver to Landlord a copy of Tenant’s Form 990 Federal tax return for the prior calendar year (or Tenant’s prior tax/fiscal year, if applicable). In addition, by each anniversary of the Rent Commencement Date during the Lease Term, Tenant will deliver to Landlord summaries of (i) programs and events held on the Property during the prior year; and (ii) the number of visitors to the Property on a monthly basis and for particular events during the prior year.

ARTICLE XX. CITY OF ORLANDO’S GREENWORKS INITIATIVE

Tenant shall comply with Section 137.2 of Landlord’s Policies and Procedures Manual (“**P & P**”) prohibiting the sale or disbursement of “Single-use products” [polystyrene (Styrofoam), plastic straws, and plastic bags] on City of Orlando property, as the same may be amended from time to time.

[Signatures on the Following Pages]

IN WITNESS WHEREOF, the parties hereto have set their hand and seals the day and year first above written.

ATTEST:

CITY OF ORLANDO, FLORIDA

By: _____ By: _____
Denise Aldridge, City Clerk Mayor/ Mayor Pro Tem

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2020 by _____, as the Mayor/Mayor Pro Tem of the CITY OF ORLANDO, FLORIDA, who is personally known to me or who has produced _____ as identification.

Notary Signature

Printed Name or Stamped

(SEAL)

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND RELIANCE OF THE CITY
OF ORLANDO, FLORIDA, ONLY.

_____, 2020

Roy K. Payne, Esq.
Chief Assistant City Attorney

WITNESSES:

4 ROOTS FOUNDATION, INC., a Florida
non-profit corporation
(*corporate seal*)

By: _____

By: _____

Print Name: _____

Name: _____

Title: _____

By: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization, this _____ day of _____, 2020 by
_____, as _____, of **4ROOTS FOUNDATION,
INC.**, a Florida non-profit corporation. He/she is personally known to me or has produced
_____ as identification.

Notary Signature

Printed Name or Stamped

(SEAL)

EXHIBIT "A"

Legal Description and Survey

EXHIBIT “B”

Conceptual Depiction of Property

EXHIBIT “C”

Administrative Master Plan Approval

EXHIBIT “D”
Conceptual Plans