

**OFFICE LEASE AGREEMENT**

This Office Lease Agreement (this “**Lease**”) is made and entered into as of the Effective Date, by and between the HILLSBOROUGH COUNTY AVIATION AUTHORITY, an independent special district under the laws of the State of Florida, as “**Landlord**”, and TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA, a New York corporation, as “**Tenant**”.

**BASIC TERMS**

The following Basic Terms are applied under and governed by the particular section(s) in this Lease pertaining to the following information:

- 1. **Premises:** (See Section 1.1) Suite 250, consisting of approximately 5,683 rentable square feet (to be adjusted upon completion of the Improvements)<sup>1</sup> on the second floor of the Building, and the non-exclusive use of the Common Areas pursuant to Section 4.4 below. The Premises are depicted on **EXHIBIT “C”, Floor Plan**, which is attached hereto and incorporated herein by reference.
- 2. **Commencement Date:** January 1, 2025.
- 3. **Expiration Date:** The Initial Term will expire on March 31, 2030. If exercised, the Renewal Term will expire on March 31, 2035.
- 4. **Term:** (See Section 1.2) Initial Term Sixty-Three (63) months plus Renewal Term of one (1) successive period of five (5) years.
- 5. **Basic Rent:** (See Section 2.1)

<u>Months</u>	<u>Annual Basic Rent</u> (per rentable square foot)	<u>Monthly Installments</u>
1-3 <sup>[**]</sup>	\$0.00	\$0.00
4-12	\$34.50	\$16,338.63
13-24	\$35.54	\$16,828.78
25-36	\$36.60	\$17,333.65
37-48	\$37.70	\$17,853.66
49-60	\$38.83	\$18,389.27
61-63	\$39.99	\$18,940.94

**[\*\* Basic Rent and Additional Rent payable pursuant to Article 3 hereof for the first three (3) months of the Term will be abated in accordance with the terms of Section 2.1 below.]**

- 6. **Tenant’s Share of Expenses Percentage:** This figure shall be calculated by dividing the actual rentable square footage of the Premises by the rentable square footage of the Building (274,638 sq ft). Initially,

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Note to Landlord – if the square footage increases by more than 2%, Tenant will require a remeasurement right. Measurement standard shall be 2017 BOMA.

Tenant's Share of Expenses Percentage is estimated to be 2.070% (5,683 rentable square feet / 274,638 rentable square feet). Notwithstanding the foregoing, if any portion of the rentable square footage of the Building is exempt from Property Taxes (e.g., space occupied by Landlord), then the Tenant's Share of Expenses Percentage with respect to Property Taxes shall equal the actual rentable square footage of the Premises divided by the actual rentable square footage of the portion of the Building subject to Property Taxes.

**7. Improvement Allowance:**

Up to \$75.15 per rentable square foot. Tenant may use up to \$2.00 per rentable square foot of the Improvement Allowance towards moving costs.

**8. Parking Allowance:**

4 unassigned, non-exclusive, and unlabeled parking spaces per 1,000 rentable square feet of the Premises on a first-come first-served basis at no additional charge other than Tenant's Share of Expenses due under this Lease.

**9. Current Rent  
Payment Address:**

(ELECTRONICALLY – PREFERRED METHOD)  
Via ACH with Remittance Advice to  
[Receivables@TampaAirport.com](mailto:Receivables@TampaAirport.com)

or

(MAIL DELIVERY)  
Hillsborough County Aviation Authority  
Attn: Finance Department  
Tampa International Airport  
P. O. Box 22287  
Tampa, Florida 33622-2287

or

(HAND DELIVERY)  
Hillsborough County Aviation Authority  
Attn: Finance Department  
Tampa International Airport  
5411 SkyCenter Drive  
Suite 500

**10. Address of Landlord for Notices:**

(MAIL DELIVERY)  
Hillsborough County Aviation Authority  
Attn: VP of Real Estate  
Tampa International Airport  
P. O. Box 22287  
Tampa, Florida 33622-2287

or

(HAND DELIVERY)  
Hillsborough County Aviation Authority  
Attn: VP of Real Estate  
Tampa International Airport  
5411 SkyCenter Drive  
Suite 500

**11. Property Manager:**

Avison Young  
5411 SkyCenter Drive  
Suite 210  
Tampa, FL 33607

**12. Address of Tenant for Notices:**

Teachers Insurance and Annuity Association of America  
8500 Andrew Carnegie Blvd.  
Charlotte, NC 28262,  
Attn: Corporate Real Estate

with a copy to:

Teachers Insurance and Annuity Association of America  
730 Third Ave  
New York, NY 10017  
Attn: Corporate Real Estate (Monica Connolly)

And:

Seyfarth Shaw LLP  
300 S. Tryon St., Suite 400  
Charlotte, NC 28202  
Attn: Eric Sidman

**13. Broker(s):** (See Section 18.11)

Avison Young Florida, LLC (Landlord's Broker)  
Jones Lang LaSalle Brokerage, Inc. (Tenant's Broker)

**14. Security Deposit:**

None Required

**15. Guarantor:**

None Required

**16. Exhibits:**

Exhibit "A" - Definitions  
Exhibit "B" - Legal Description of the Land  
Exhibit "C" - Floor Plan  
Exhibit "D" - Commencement Date Memorandum  
Exhibit "E" - Building Rules  
Exhibit "F" - Landlord's Improvements  
Exhibit "F-1" - Tenant's Improvements  
Exhibit "G" - Contractor Rules  
Exhibit "H" - Non-Discrimination  
Exhibit "I" - Tenant Signage

## DEFINITIONS

Capitalized terms used in this Lease have the meanings ascribed to them on the attached **EXHIBIT "A"**.

### ARTICLE 1. LEASE OF PREMISES, TERM AND ACCEPTANCE OF PREMISES

**1.1 Premises.** In consideration of the mutual covenants this Lease describes and other good and valuable consideration, Landlord leases the Premises to Tenant and Tenant leases the Premises from Landlord, upon and subject to the terms, covenants and conditions set forth in this Lease. The rentable area of the Premises is the rentable area specified in Section 1 of Basic Terms.

#### **1.2 Term, Delivery and Commencement.**

1.2.1 The Term of this Lease is the period stated in Paragraph 4 of the Basic Terms. The Term commences on the Commencement Date and, unless earlier terminated in accordance with the terms and conditions of this Lease, expires on the last day of the last calendar month of the Term. As of the Effective Date Landlord represents that to the best of its knowledge (i) all Building systems serving the Premises are in good working order and condition and (ii) there are no legal violations (including, without limitation, of any applicable environmental law or law regulating hazardous materials) affecting the Premises or the Common Area.

1.2.2 Expiration Date. Notwithstanding the foregoing, from and after the date of full execution and delivery of this Lease, this Lease shall be in full force and effect, and each party shall keep, perform and observe all the applicable terms, covenants, conditions, agreements, indemnities and other promises to be kept, performed and observed by such party with respect to the Premises (other than payment of Rent, maintenance of the Premises or any other provision that contemplates Tenant taking possession of the Premises prior to such provision taking effect) prior to the Commencement Date.

1.2.3 Landlord will deliver to Tenant (within a reasonable time after the Commencement Date) Exhibit D Commencement Date Memorandum (attached hereto and incorporated by reference) with all blanks completed in accordance with this Lease. Tenant, within twenty (20) days after receipt of the Commencement Date Memorandum from Landlord, will execute and deliver to Landlord the Commencement Date Memorandum. Tenant's failure to execute and deliver the Commencement Date Memorandum to Landlord does not affect any obligation of Tenant under this Lease. If Tenant does not timely execute and deliver to Landlord the Commencement Date Memorandum, Landlord and any prospective purchaser or encumbrancer may conclusively rely on the information contained in the unexecuted Commencement Date Memorandum Landlord delivered to Tenant, so long as such information is true and accurate.

**1.3 Acceptance of Premises.** Except as otherwise set forth in this Lease, Tenant acknowledges that neither Landlord nor any agent, contractor or employee of Landlord has made any representation or warranty of any kind with respect to the Premises, the Building or the Property, specifically including, but not limited to, any representation or warranty of suitability or fitness of the Premises, Building or the Property for any particular purpose; however, to the best of Landlord's knowledge, and without limitation of any express covenant, representation or warranty contained herein, the Property and the condition thereof shall not prohibit Tenant from operating within the Property for the Permitted Use. Tenant's acceptance of possession of the Premises establishes Tenant's acceptance of the Premises, the Building and the Property in an "AS IS - WHERE IS" condition, provided, however, Landlord shall remain responsible for the repair or remediation of latent defects in Landlord's Improvements for which Tenant provides written notice within one (1) year after the Commencement Date.

**1.4 Renewal Option.** Provided that no Event of Default exists beyond any applicable notice and cure period, then Tenant is hereby granted the option to renew the Term of this Lease for the Premises for one (1) successive period of five (5) years ("Renewal Term"), the first such Renewal Term to commence at the expiration of the initial Term. Tenant shall exercise each option to renew by delivering written notice to Landlord at least nine (9) months, but no

earlier than eighteen (18) months, prior to the expiration of the initial Term or current Renewal Term. Any such renewal of this Lease shall be upon the same terms and conditions of this Lease, except the annual Basic Rent during each such Renewal Term shall be the fair market rent as of the commencement of the Renewal Term for the Premises. Failure by Tenant to provide notices to Landlord of its intent to renew by the period stated in this Section shall nullify Tenant's renewal rights. Within thirty (30) days after receiving notice from Tenant of its intention to renew, Landlord will provide Tenant with Landlord's determination of fair market rent for the Renewal Term and Tenant shall then have thirty (30) days from receipt of Landlord's determination of fair market rent to notify Landlord, in writing, that either (a) Tenant accepts Landlord's determination of fair market rent, in which case Tenant shall be obligated to renew the Lease at the fair market rent rate determined by Landlord, (b) Tenant does not accept Landlord's determination of the fair market rent and withdraws the exercise of its renewal option, in which case Tenant's renewal rights and obligations hereunder shall be forever terminated, or (c) Tenant does not accept Landlord's determination of the fair market rent, but that Tenant still desires to exercise its renewal option, in which case, Landlord and Tenant shall attempt to resolve their differences within thirty (30) days after Landlord's receipt of Tenant's notice. In the event Landlord and Tenant do not resolve their differences regarding the fair market rent within such thirty (30) day period, Landlord and Tenant shall each appoint an expert and said experts shall determine the fair market rent. The date upon which the second of said experts is appointed is herein referred to as the "**Arbitration Commencement Date**". If said experts cannot mutually agree upon the fair market rent within ten (10) days after the Arbitration Commencement Date, then within twenty (20) days after the Arbitration Commencement Date, the experts shall jointly appoint a third expert who shall determine the fair market rent on or before the date which is thirty (30) days after the Arbitration Commencement Date. If the two experts selected by Landlord and Tenant cannot agree on a third expert within twenty (20) days after the Arbitration Commencement Date, then the third expert shall be appointed by the American Arbitration Association or its successor (the branch office of which is located in or closest to the Premises), upon request of either Landlord or Tenant, or both, as the case may be. Within ten (10) days after such appointment, said expert shall determine the fair market rent. The determination of the third expert shall be final; provided, however, that the third expert shall be required to assign a value to fair market rent which shall be one of the two determinations of fair market rent made by one of the two experts selected by Landlord and Tenant. In determining fair market rent, the experts shall consider all relevant factors. Each party shall pay for its own costs and expenses in connection with its selection and use of its initial expert. The parties shall share equally in the costs and expenses incurred in connection with the selection and use of the third expert. Each expert appointed pursuant to this paragraph shall be a licensed real estate broker or M.A.I. appraiser with no less than ten (10) years of commercial real estate experience with office buildings in the relevant market. For purposes of determining fair market rent, the parties agree that "fair market rent" initially shall be reasonably determined by Landlord, based on comparable renewing tenants, including leasing concessions, buildout obligations and/or tenant allowances then being offered for comparable Class A buildings, both in size and in quality, in the submarket for the Building. The Premises will be provided in its then-existing condition (on an "as-is where-is" basis) at the time the Renewal Term commences and Tenant shall not be entitled to any construction, build out or other allowances with respect to the Premises during the Renewal Term except as may be included as part of the determination of fair market rent. All other terms, covenants, and provisions of this Lease shall continue in full force and effect during the Renewal Term.

**1.5 Exclusivity.** Landlord covenants and agrees that during the Term of this Lease, Landlord will not lease space on the same floor to any tenant or any tenant affiliates or consent to any proposed assignee or sublessee of existing or future tenants who are Tenant's top 5 competitors: Edward Jones, Morgan Stanley, Fidelity, Vanguard, Charles Schwab. All Basic Rent shall be reduced by fifty percent (50%) during any period during which the foregoing covenant is violated. For the avoidance of doubt, neither the merger into or purchase of an existing tenant of the Building by any of the foregoing nor the lease of space by any of the foregoing of at least one full floor and space on Tenant's floor in a single transaction shall constitute a violation of this provision.

## ARTICLE 2. RENTAL AND OTHER PAYMENTS

**2.1 Basic Rent.** Tenant will pay Basic Rent in monthly installments to Landlord, in advance, without offset or deduction (except as otherwise set forth in this Lease), commencing on the Commencement Date and continuing on the first day of each and every calendar month after the Commencement Date during the Term through and including the Expiration Date except that so long as no Event of Default is continuing beyond any applicable grace

and cure periods, Basic Rent and Additional Rent payable pursuant to Article 3 shall be fully abated during the first three (3) months of the Term following the Commencement Date, and Tenant shall pay Landlord's estimate of one (1) month's Basic Rent within twenty (20) days after full execution of this Lease and Tenant's receipt of a W-9, new vendor form and bank letter from the Landlord. Tenant will make all Basic Rent payments to Landlord at the address specified in the Basic Terms or at such other place or in such other manner as Landlord may from time to time designate in writing. Tenant will make all Basic Rent payments without Landlord's previous demand, invoice or notice for payment. Landlord and Tenant will prorate, on a per diem basis, Basic Rent for any partial month within the Term.

**2.2 Additional Rent.** Article 3 of this Lease requires Tenant to pay certain Additional Rent pursuant to estimates Landlord delivers to Tenant. Subject to the abatement set forth in Section 2.1, Tenant will make all payments of estimated Additional Rent in accordance with Sections 3.3 and 3.4 without deduction or offset (except as otherwise set forth in this Lease) and without Landlord's previous demand, invoice or notice for payment. Except as specifically set forth in this Lease, Tenant will pay all other Additional Rent described in this Lease that is not estimated under Sections 3.3 and 3.4 within thirty (30) days after receiving Landlord's invoice for such Additional Rent. Tenant will make all Additional Rent payments to the same location and, except as described in the previous sentence, in the same manner as Tenant's Basic Rent payments.

**2.3 Delinquent Rental Payments.** If Landlord does not receive any installment of Basic Rent, Additional Rent or any other payment due under this Lease within three (3) Business Days after the date the payment is due, then for every subsequent late payment during each twelve (12) month period of the Term, Tenant will pay Landlord an additional amount equal to (a) interest on the delinquent payment calculated at the Prime Rate plus two percent (2%) per year from the date when the payment is due through the date the payment is made, and (b) a late payment charge equal to five percent (5%) of the amount of the delinquent payment. Landlord's right to such compensation for the delinquency is in addition to all of Landlord's rights and remedies under this Lease, at law or in equity (except as expressly set forth in this Lease).

**2.4 Independent Obligations.** Notwithstanding any contrary term or provision of this Lease, except as expressly set forth in this Lease, Tenant's covenant and obligation to pay Rent is independent from any of Landlord's covenants, obligations, warranties or representations in this Lease. Except as expressly set forth in this Lease, Tenant will pay Rent without any right of offset or deduction for any reason.

**2.5 Rent Tax.** Tenant will pay to Landlord all Rent Tax (if any) due in connection with this Lease or the payment of Rent hereunder, which Rent Tax will be paid by Tenant to Landlord concurrently with each payment of Rent made by Tenant to Landlord under this Lease.

### **ARTICLE 3. PROPERTY TAXES AND OPERATING EXPENSES**

**3.1 Payment of Expenses.** Tenant will pay as Additional Rent and in the manner this Article 3 describes Tenant's Share of Expenses for each and every calendar year of the Term. Landlord will prorate Tenant's Share of Expenses for the calendar year in which the Lease commences or terminates as of the Commencement Date or termination date, as applicable, on a per diem basis based on the number of days of the Term within such calendar year.

**3.2 Estimation of Tenant's Share of Expenses.** Landlord will deliver to Tenant a written estimate of the following for each calendar year of the Term: (a) Property Taxes, (b) Operating Expenses, (c) Expenses, (d) Tenant's Share of Expenses Percentage, and (e) the annual and monthly Additional Rent attributable to Tenant's Share of Expenses.

**3.3 Payment of Estimated Tenant's Share of Expenses.** Tenant will pay the amount Landlord estimates as Tenant's Share of Expenses under Section 3.2 for each and every calendar year of the Term in equal monthly installments, in advance, commencing on the Commencement Date and continuing on the first day of each and every month during the Term through and including the Expiration Date. If Landlord has not delivered the estimates to Tenant by the first day of January of the applicable calendar year, Tenant will continue paying Tenant's Share of Expenses based on Landlord's estimates for the previous calendar year. When Tenant receives Landlord's estimates

for the current calendar year, Tenant will pay the estimated amount (less amounts Tenant paid to Landlord in accordance with the immediately preceding sentence) in equal monthly installments over the balance of such calendar year, with the number of installments being equal to the number of full calendar months remaining in such calendar year.

**3.4 Re-Estimation and Adjustment.** Landlord may re-estimate Expenses from time to time during the Term, but not more than two (2) times each calendar year of the Term. In such event, Landlord will re-estimate the monthly Additional Rent attributable to Tenant's Share of Expenses to an amount sufficient for Tenant to pay the re-estimated monthly amount over the balance of the calendar year. Landlord will notify Tenant of the re-estimate and Tenant will pay the re-estimated amount in the manner provided in the last sentence of Section 3.3, provided that in no event will Tenant pay any re-estimated amount until a new invoice is provided to Tenant at least thirty (30) days' prior to the date that Tenant is required to pay such newer-estimated amount. Furthermore, notwithstanding any contrary language in this Article 3, if less than all of the rentable area of the Building is occupied at any time during any calendar year pursuant to leases under which the terms and rents have commenced for such calendar year, Landlord will reasonably and equitably adjust its computation of Operating Expenses for such calendar year to include all components of Operating Expenses that vary based on occupancy in an amount equal to Landlord's reasonable estimate of the amount Tenant would have paid for such components of Operating Expenses had all of the rentable area of the Building been so occupied at all times during such calendar year. If at any time or from time to time any components of Operating Expenses relate to (a) services or benefits that are received by Tenant but not all other tenants in the Building; (b) costs that are incurred by Landlord on behalf of Tenant but not all other tenants in the Building; (c) costs that are incurred by Landlord solely, or in disproportionate amounts, as a result of Tenant's particular use or occupancy of the Premises or Property as compared to other tenants in the Building; or (d) services, benefits or costs that are otherwise received or incurred in differing amounts by, for or as a result of Tenant's particular use or occupancy of the Premises or Property as compared to other tenants of the Building, then Landlord may, in Landlord's reasonable discretion, adjust Landlord's computation of such components of Operating Expenses to allocate such components of Operating Expenses equitably among Tenant and the other tenants of the Building, as applicable, in amounts Landlord reasonably determines to be proportionate to the amounts of such services, benefits and costs received by or incurred for or as a result of Tenant and each such other tenant. Furthermore, notwithstanding the above, if Landlord reasonably determines that the rentable area of the Building differs from the rentable area of the Building estimated by Landlord in calculating the Tenant's Share of Expenses (as specified in the Basic Terms) (which determination Landlord shall have the right to make one (1) time during the Initial Term and one (1) time during the Renewal Term), Landlord and Tenant will amend this Lease to adjust the Tenant's Share of Expenses accordingly (provided in no event shall Tenant's Share of Expenses exceed three percent (3%).

**3.5 Confirmation of Tenant's Share of Expenses.** After the end of each calendar year within the Term, Landlord will determine the actual amount of Expenses and Tenant's Share of Expenses for the expired calendar year and deliver to Tenant a written statement of such amounts. If Tenant paid less than the actual amount of Tenant's Share of Expenses specified in the statement, Tenant will pay the difference to Landlord as Additional Rent in the manner Section 2.2 describes. If Tenant paid more than the actual amount of Tenant's Share of Expenses specified in the statement, Landlord, at Landlord's option, will either (a) refund the excess amount to Tenant, or (b) credit the excess amount against Tenant's next monthly installment or installments of estimated Additional Rent due. If Landlord is delayed in delivering such statement to Tenant, such delay does not constitute Landlord's waiver of Landlord's rights under this Section.

**3.6 Personal Property Taxes.** Tenant, prior to delinquency, will pay all taxes charged against Tenant's trade fixtures and other personal property. Tenant will use all reasonable efforts to have such trade fixtures and other personal property taxed separately from the Property. If any of Tenant's trade fixtures and other personal property are taxed with the Property, Tenant will pay the taxes attributable to Tenant's trade fixtures and other personal property to Landlord as Additional Rent.

**3.7 Landlord's Right to Contest Property Taxes.** Landlord is not obligated to but may contest the amount or validity, in whole or in part, of any Property Taxes. Landlord's contest will be at Landlord's sole cost and expense, except that if Property Taxes are reduced (or if a proposed increase is avoided or reduced) because of Landlord's contest, Landlord may include in its computation of Property Taxes the costs and expenses Landlord incurred in

connection with the contest, including, but not limited to, reasonable attorneys' fees, up to the amount of any Property Tax reduction Landlord realized from the contest or any Property Tax increase avoided or reduced in connection with the contest, as the case may be. Tenant may not contest Property Taxes.

**3.8 Tenant's Right to Audit Expenses.** Within one hundred twenty (120) days following Tenant's receipt of a year-end written statement of actual Expenses and upon ten (10) days' prior written notice, so long as no Event of Default has occurred under this Lease, Tenant may, at Tenant's sole cost and expense, cause an independent certified public accountant (which shall not be compensated on a contingency basis) to audit Landlord's books and records relating to the prior year's actual Expenses at a mutually convenient time during Business Hours at Landlord's office, the Property Manager's office, or other location agreed to by the parties, where the applicable records are maintained. Tenant agrees to provide to Landlord copies of any and all reports, summaries, conclusions, and other results of such audit within twenty (20) days following Tenant's receipt thereof. Tenant's election to audit shall be deemed withdrawn if Tenant does not complete such audit within one hundred twenty (120) days following Tenant's notice of election to audit under this Section. If the audit discloses that the total amount invoiced to Tenant after year-end reconciliation for such year exceeds the actual Expenses, and unless Landlord reasonably contests such audit results, Landlord shall credit the amount of overpayment towards any outstanding Rent, and then to Tenant's next due payment of Rent, or if this Lease has expired, Landlord shall refund the same to Tenant within thirty (30) days after Landlord's receipt of the audit results. If such audit discloses that the total amount invoiced to Tenant after year-end reconciliation for such year is less than Tenant's Share of Expenses, Tenant shall pay the same to Landlord, as Additional Rent, within thirty (30) days after receipt of the audit results. Pending resolution of any audit under this Section, Tenant will continue to pay to Landlord all estimated amounts of Tenant's Share of Expenses in accordance with Section 3.3. Tenant may audit Tenant's Share of Expenses only one time for any calendar year. Tenant and Tenant's accountant shall keep all information they obtain in any such audit and the results of any such audit confidential as to all parties other than Landlord and shall enter into a written confidentiality agreement prior to conducting such audit at Landlord's request. Tenant shall be permitted, and Landlord shall provide, certain accounting reports via email (including gross up calculations, payable reports and amortization schedules) to review the calculation of Tenant's applicable Expenses payments.

**3.9 Cap on Controllable Operating Expenses.** Landlord agrees that in calculating Tenant's Share of Expenses pursuant to this Article 3, Controllable Operating Expenses will not increase more than five percent (5%) per year, compounded annually, over the amount of such Controllable Operating Expenses for the Stabilization Year. The "**Stabilization Year**" shall mean the first full calendar year during the Term in which the average actual occupancy of the Building equals or exceeds 95% of the total rentable square footage of the Building. Such cap is cumulative and the unused portion of a year's cap may be carried forward to absorb any future Operating Expenses that would otherwise be in excess of the cap. For example, if the actual Operating Expense increase in a certain year is only 5%, and the cap is 7%, the maximum allowable Operating Expense increase for the following year would be 7% plus the amount of the prior year's unused 2%. Further, any Operating Expense amount which is in excess of the cap in one year may be carried forward by Landlord and recovered in later years if and to the extent the cap for such later years is not exceeded.

**3.10 Rent Tax.** In addition to Tenant's Share of Expenses, and as a separate obligation, Tenant shall pay to Landlord, as Additional Rent, concurrently with the payment of Basic Rent, all sales, use, excise and other taxes on Rent or other amounts otherwise benefitting Landlord, as levied or assessed by governmental authorities against Landlord on account of such Rent or other amounts otherwise benefitting Landlord, or any portion thereof.

**3.11 Sustainability.** Upon written request by electronic mail, Landlord will provide copies of the monthly electric, water, and gas bills for the Building to the Tenant.

#### ARTICLE 4. USE

**Permitted Use.** Tenant will not use the Premises for any purpose other than general office use including, by way of illustration and not limitation, financial services, retail private wealth management, and mortgage lending services, and uses ancillary to general office use. Tenant, at Tenant's sole expense, shall have the right and, in compliance with



applicable governmental and banking laws, to install and operate an Automatic Teller Machine (ATM) within the Premises which will not be used for the general public.

**4.1** . Tenant will not use the Property or knowingly permit the Premises to be used by any party claiming by, through or under Tenant in violation of any Laws or in any manner that would (a) violate any certificate of occupancy affecting the Property; (b) make void or voidable any insurance now or after the Effective Date in force with respect to the Property; (c) cause injury or damage to the Property or to the person or property of any other tenant on the Property; (d) cause substantial diminution in the value or usefulness of all or any part of the Property (reasonable wear and tear excepted); or (e) exceed the Parking Allowance. Additionally, Tenant shall not (i) do or permit anything to be done in or about the Premises that shall in any way obstruct or interfere with the rights of other tenants or occupants of the Property, (ii) use or allow the Premises to be used for unlawful or reasonably objectionable purposes, (iii) cause, maintain, or permit any nuisance or physical waste in, on or about the Property, or (iv) take any other action that would in Landlord's reasonable determination in any manner adversely affect other tenants' quiet use and enjoyment of their space or adversely impact their ability to conduct business in a professional and suitable work environment. Tenant will obtain and maintain, at Tenant's sole cost and expense, all permits and approvals required under the Laws for Tenant's use of the Premises.

**4.2 Increased Insurance.** Tenant will not do on the Property or permit to be done on the Premises by any party claiming by, through or under Tenant anything that will (a) increase the premium of any insurance policy Landlord carries covering the Premises or the Property; (b) cause a cancellation of or be in conflict with any such insurance policy; (c) result in any insurance company's refusal to issue or continue any such insurance in amounts satisfactory to Landlord; or (d) subject Landlord to any liability or responsibility for injury to any person or property by reason of Tenant's operations in the Premises or use of the Property. Tenant, at Tenant's sole cost and expense, will comply with all rules, orders, regulations and requirements of insurers and of the American Insurance Association or any other organization performing a similar function. Tenant will reimburse Landlord, as Additional Rent, for any additional premium charges for such policy or policies resulting from Tenant's failure to comply with the provisions of this Section, which failure continues after the passage of any applicable notice and cure period.

**4.3 Laws/Building Rules.** This Lease is subject and subordinate to all Laws. A copy of the current Building Rules is attached to this Lease as **EXHIBIT "E"** and is incorporated herein by reference. Landlord may amend the Building Rules from time to time in Landlord's reasonable discretion without the need to amend this Lease, provided (i) any such amendment (together with the Rules) are promulgated and enforced in a non-discriminatory manner, (ii) Landlord provides Tenant with not less than thirty (30) days' prior notice of any such amendment, and (iii) any such amendment does not increase Tenant's obligations or diminish Tenant's rights hereunder. In the event of any conflict or inconsistency between the terms of this Lease and the Rules (or any amendment thereto), the terms of this Lease shall control.

**4.4 Common Areas.** Landlord grants Tenant the non-exclusive right, together with all other occupants of the Building and their agents, employees and invitees, to use the Common Areas during the Term, subject to all Laws. Landlord, at Landlord's reasonable discretion, may make changes to the Common Areas, provided that no such change shall serve to impair or adversely affect Tenant's access to or use of the Premises. Subject to the foregoing limitation, Landlord's rights regarding the Common Areas include, but are not limited to, the right to (a) restrain unauthorized persons from using the Common Areas; (b) place permanent or temporary kiosks, displays, carts or stands in the Common Areas and lease the same to tenants; (c) temporarily close any portion of the Common Areas (i) for repairs, improvements or Alterations, (ii) to discourage unauthorized use, (iii) to prevent dedication or prescriptive rights, or (iv) for any other reason Landlord deems sufficient in Landlord's reasonable judgment; (d) change the shape and size of the Common Areas; (e) add, eliminate or change the location of any improvements located in the Common Areas and construct buildings or other structures in the Common Areas; and (f) impose and revise Building Rules concerning use of the Common Areas.

## **ARTICLE 5. HAZARDOUS MATERIALS**

**5.1 Compliance with Hazardous Materials Laws.** Tenant will not cause any Hazardous Material to be brought upon, kept or used on the Property in a manner or for a purpose prohibited by or that could result in liability

under any Hazardous Materials Law. Tenant, at its sole cost and expense, will comply with all Hazardous Materials Laws relating to the presence, treatment, storage, transportation, disposal, release or management of Hazardous Materials in, on, under or about the Property that Tenant brings upon, keeps or uses on the Property and will notify Landlord of any and all Hazardous Materials Tenant brings upon, keeps or uses on the Property (other than customary quantities of office cleaning or other office supplies as are customarily used by a tenant in the ordinary course in a general office facility). On or before the Expiration Date or earlier termination of this Lease, Tenant, at its sole cost and expense, will completely remove from the Property (regardless of whether any Hazardous Materials Law requires removal), in compliance with all Hazardous Materials Laws, all Hazardous Materials Tenant causes to be present in, on, under or about the Property. Tenant will not take any remedial action in response to the presence of any Hazardous Materials in on, under or about the Property, nor enter into any settlement agreement, consent decree or other compromise with respect to any Claims relating to or in any way connected with Hazardous Materials in, on, under or about the Property, without first notifying Landlord of Tenant's intention to do so and affording Landlord reasonable opportunity to investigate, appear, intervene and otherwise assert and protect Landlord's interest in the Property.

**5.2 Notice of Actions.** Tenant will notify Landlord of any of the following actions affecting Landlord, Tenant or the Property that results from or in any way relates to Tenant's use of the Property promptly after receiving notice of the same: (a) any enforcement, clean-up, removal or other governmental or regulatory action instituted, completed or threatened under any Hazardous Materials Law; (b) any Claims made or threatened by any person relating to damage, contribution, liability, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Material; and (c) any reports made by any person, including Tenant, to any environmental agency relating to any Hazardous Material, including any complaints, notices, warnings or asserted violations. Tenant will also deliver to Landlord, as promptly as possible and in any event within five (5) Business Days after Tenant first receives or sends the same, copies of all Claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Premises or Tenant's use of the Premises. Upon Landlord's written request, Tenant will promptly deliver to Landlord documentation acceptable to Landlord reflecting the legal and proper disposal of all Hazardous Materials removed or to be removed from the Premises. All such documentation will list Tenant or its agent as a responsible party and will not attribute responsibility for any such Hazardous Materials to Landlord or Property Manager.

**5.3 Disclosure and Warning Obligations.** Tenant acknowledges and agrees that all reporting and warning obligations required under Hazardous Materials Laws resulting from or in any way relating to Tenant's use of the Premises or Property are Tenant's sole responsibility, regardless of whether the Hazardous Materials Laws permit or require Landlord to report or warn.

**5.4 Environmental Indemnification.** Tenant releases and will indemnify, defend (with counsel reasonably acceptable to Landlord), protect and hold harmless the Landlord Parties from and against any and all Claims whatsoever arising or resulting, in whole or in part, directly or indirectly, from the presence, treatment, storage, transportation, disposal, release or management of Hazardous Materials in, on, under, upon or from the Property (including water tables and atmosphere) that Tenant brings upon, keeps or uses on the Premises or Property. Tenant's obligations under this Section include, without limitation and whether foreseeable or unforeseeable, (a) the costs of any required or necessary repair, clean-up, detoxification or decontamination of the Property and/or Premises; (b) the costs of implementing any closure, remediation or other required action in connection therewith as stated above; (c) the value of any loss of use and any diminution in value of the Property and/or Premises; and (d) reasonable, documented consultants' fees, experts' fees and response costs. Tenant's obligations under this Section will survive the expiration or earlier termination of this Lease. Landlord releases and will indemnify, defend (with counsel reasonably acceptable to Tenant), protect and hold harmless Tenant, its employees, officers, directors, affiliates and agents from and against any and all Claims whatsoever arising or resulting, in whole or in part, directly or indirectly, from the presence, treatment, storage, transportation, disposal, release or management of Hazardous Materials in, on, under, upon or from the (i) Property (including water tables and atmosphere) that Landlord brings upon, keeps or uses on the Premises or Property or (ii) the Common Area. Landlord's obligations under this Section include, without limitation and whether foreseeable or unforeseeable, (a) the costs of any required or necessary repair, clean-up, detoxification or decontamination of the Property and/or Premises; (b) the costs of implementing any closure, remediation or other required action in connection therewith as stated above; and (c) reasonable, documented

consultants' fees, experts' fees and response costs. Landlord's obligations under this Section will survive the expiration or earlier termination of this Lease.

## ARTICLE 6. SERVICES

**6.1 Landlord's Obligations.** Landlord will provide the following services, the costs of which are Operating Expenses:

**6.1.1.** Janitorial service in the Premises five (5) times per week, including cleaning, trash removal, necessary dusting and vacuuming, maintaining towels, tissue and other restroom supplies and such other work as is customarily performed in connection with nightly janitorial services in Class A office complexes similar in construction, location, use and occupancy to the Property. Landlord will also provide periodic interior and exterior window washing and cleaning of uncarpeted floors in accordance with Landlord's schedule for the Building.

**6.1.2.** Electrical energy to the Premises sufficient, in Landlord's reasonable judgment, for lighting and for operating personal computers and other office machines and equipment for general office use of similar low electrical consumption. Tenant will not use any equipment requiring electrical energy in excess of that which is typically used in a multi-tenant office space without receiving Landlord's prior written consent, which consent Landlord will not unreasonably withhold but may condition on Tenant paying all documented, third party costs of installing the equipment and facilities necessary to furnish such excess energy and an amount equal to the average cost per unit of electricity for the Building applied to the excess use as reasonably determined either by an engineer selected by Landlord or by submeter installed at Tenant's expense. Landlord will replace all lighting bulbs, tubes, ballasts and starters within the Premises at Tenant's sole cost and expense unless the costs of such replacement are included in Operating Expenses. If such costs are not included in Operating Expenses, Tenant will pay such costs as Additional Rent.

**6.1.3.** During Business Hours, heating, ventilation and air conditioning to the Premises sufficient to maintain, in Landlord's reasonable judgment, comfortable temperatures in the Premises (but in accordance with customary standards for Class A office buildings, and no event more than 76 degrees or less than 68 degrees Fahrenheit). During other times, Landlord will provide heat and air conditioning within such temperature ranges and in accordance with such standards upon Tenant's reasonable advance notice. Tenant will pay Landlord, as Additional Rent, for such extended service on an hourly basis at the prevailing Building-wide rates Landlord reasonably establishes from time to time.

**6.1.4.** Hot and cold water from standard building outlets for lavatory, restroom and drinking purposes.

**6.1.5.** Elevator service to be used by Tenant in common with other tenants. Landlord may reasonably restrict Tenant's use of elevators for freight purposes to the freight elevator and to hours Landlord reasonably determines. Landlord may limit the number of elevators in operation at times other than Business Hours, provided at least one (1) elevator is always in service except in the event of severe weather or casualty events, as determined solely but reasonably by Landlord, making the provision of elevator service commercially unreasonable or unsafe.

**6.2 Tenant's Obligations.** Tenant is solely responsible for paying directly to the applicable utility companies, prior to delinquency, all separately metered or separately charged utilities, if any, to the Premises or to Tenant. At Tenant's option and expense, Tenant shall have the option to install a submeter (subject to reasonable approval by Landlord) to measure Tenant's electricity consumption. Such separately metered or charged amounts are not Operating Expenses. Except as provided in Section 6.1, Tenant will also obtain and pay for all other utilities and services Tenant requires with respect to the Premises (including, but not limited to, hook-up and connection charges).

**6.3 Other Provisions Relating to Services.** No interruption in, or temporary stoppage of, any of the services this Article 6 describes is to be deemed an eviction or disturbance of Tenant's use and possession of the Premises, nor does any interruption or stoppage relieve Tenant from any obligation this Lease describes, render Landlord liable for

damages, or entitle Tenant to any Rent abatement, except as hereinafter set forth. Landlord is not required to provide any heat, air conditioning, electricity or other service in excess of that permitted by Laws. Landlord has the exclusive right and discretion (to be exercised reasonably) to select the provider of any utility or service to the Property and to determine whether the Premises or any other portion of the Property may or will be separately metered or separately supplied. Notwithstanding any contrary language in this Lease, Tenant may not obtain utility services directly from any supplier other than the supplier Landlord selects unless approved by Landlord (which approval shall not be unreasonably withheld, delayed or conditioned). Landlord reserves the right, from time to time, to make reasonable and non-discriminatory modifications to the above standards for utilities and services. provided such modifications do not adversely affect Tenant's use or occupancy of the Premises. In no event shall Tenant be deemed to have waived any right to make a constructive eviction claim under applicable law.

Notwithstanding any of the foregoing to the contrary, however, in the event of Landlord's (or its employees', contractors' or agents') negligence or willful misconduct which results in a failure to provide any of the foregoing services or utilities, and such failure (i) continues for more than seven (7) consecutive business days and (ii) prevents Tenant from operating in the Premises (or any portion thereof) for the ordinary conduct of its business, then as Tenant's sole and exclusive remedy, Rent shall thereafter be abated (in proportion to the portion of the Premises which Tenant is unable to use for the ordinary conduct of its business) until the restoration of the applicable service or utility through reasonable temporary or permanent means. If the failure of the applicable service or utility prohibits Tenant from operating in the Premises for the ordinary course of business for a period of more than one hundred eighty (180) consecutive days after written notice from Tenant to Landlord advising of the interruption of such service or utility, Tenant may terminate this Lease upon not less than thirty (30) days prior written notice to Landlord with such termination being effective on or after the one hundred eighty-first (181) day. In the event that Landlord restores the service or utility within the 180-day period or otherwise restores the service or utility prior to the effective date of any termination delivered by Tenant in accordance with the preceding sentence or Landlord has commenced to remedy the service or utility and is continuously pursuing such remedy to completion, the termination right hereunder shall not be available, and the Lease shall remain in full force and effect.

**6.4 Parking.** Commencing on the Commencement Date, Landlord shall provide Tenant on an unassigned, non-exclusive and unlabeled basis, the number of parking spaces in the parking area for the Property at the monthly rate specified in the Parking Allowance set forth in the Basic Terms, in common with all tenants and occupants of the Building and any others entitled to use such parking areas, subject to availability on a first-come first-served basis. In addition, Landlord shall provide visitor parking on the west side of the Building on a first-come, first-serve basis.

## ARTICLE 7. MAINTENANCE AND REPAIR

**7.1 Landlord's Obligations.** Except as otherwise provided in this Lease, Landlord will repair and maintain the following in good order, condition and repair: (a) the foundations, exterior walls, façade, structural systems, roof and roof membrane of the Building; (b) the electrical, mechanical, plumbing, heating and air conditioning systems, facilities and components located in the Building and used in common by all tenants of the Building or serving the Premises but located outside thereof; (c) Common Areas (subject to all other terms and conditions of this Lease relating to Common Areas); (d) those windows, doors, plate glass and exterior wall surfaces adjacent to Common Areas; and (e) any portion of the Premises damaged as a result of the actions or omissions of Landlord, its agents, contractors or employees. Except as hereinafter set forth, neither Basic Rent nor Additional Rent will be reduced nor will Landlord be liable for loss or injury to or interference with Tenant's property, profits or business arising from or in connection with Landlord's performance of its obligations under this Section. The costs and expenses incurred by Landlord in performing its obligations under this Section will be included in Operating Expenses. Landlord's repairs will be at least equal in quality and workmanship to the original work and Landlord will make the repairs and perform maintenance in accordance with all Laws.

In the event of Landlord's failure to make any required repair as outlined in Section 7.1 (a) thru (e) above, which failure (i) continues for more than thirty (30) consecutive business days after receipt of written notice from Tenant of the need for any required repairs, and (ii) such failure directly prevents Tenant from operating in the Premises (or any portion thereof) for the ordinary conduct of its business, then as Tenant's sole and exclusive remedy, Rent shall thereafter be abated (in proportion to the portion of the Premises which Tenant is unable to use for the

ordinary conduct of its business) until the applicable repair is completed. If Landlord's failure to make the required repairs and/or maintenance hereunder such that Tenant is prohibited from operating in the Premises for the ordinary course of business for a period of more than one hundred eighty (180) consecutive days after written notice from Tenant to Landlord advising of the required repairs and/or maintenance, and the failure to complete the repairs and/or maintenance is solely the direct result of Landlord's gross negligence or willful misconduct, Tenant may terminate this Lease upon not less than thirty (30) days prior written notice to Landlord with such termination being effective on or after the one hundred eighty-first (181) day. In the event that Landlord completes such repairs and/or maintenance within the 180-day period or otherwise prior to the effective date of any termination delivered by Tenant in accordance with the preceding sentence or Landlord has commenced to remedy the repair and/or maintenance and is continuously pursuing such remedy to completion, the termination right hereunder shall not be available, and the Lease shall remain in full force and effect.

## **7.2 Tenant's Obligations.**

**7.2.1.** Except as otherwise specifically provided in this Lease, Landlord is not required to furnish any services or facilities, or to make any repairs or Alterations, in, about or to the Premises or the Property. Except as specifically described in Section 7.1 and Articles 11 and 12, Tenant assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance and management of the Premises. Except as specifically described in Section 7.1 and Articles 11 and 12, Tenant, at Tenant's sole cost and expense, will keep and maintain the Premises (including, but not limited to, all non-structural interior portions, systems and equipment; interior surfaces of exterior walls; interior moldings, partitions and ceilings; and interior electrical, lighting and plumbing fixtures) in good order, condition and repair, reasonable wear and tear and damage from insured casualties excepted. Tenant will keep the Premises in a neat and sanitary condition and will not commit any nuisance or physical waste in, on or about the Premises or the Property. If Tenant damages or injures the Common Areas or any part of the Property other than the Premises, Landlord will repair the damage and Tenant will pay Landlord for all costs and expenses of Landlord in connection with the repair as Additional Rent. Tenant is solely responsible for and releases and will indemnify, protect and defend Landlord (with counsel reasonably acceptable to Landlord) against and hold Landlord harmless from, the cost of repairing, and any Claims resulting from, any penetrations or perforations of the roof or exterior walls of the Building Tenant causes. Tenant will maintain the Premises in a first-class and fully operative condition. Tenant's repairs will be at least equal in quality and workmanship to the original work and Tenant will make the repairs and perform maintenance in accordance with all Laws.

**7.2.2.** If any governmental authority requires any Alterations to the Building or the Premises as a result of Tenant's particular use of the Premises or as a result of any Alterations to the Premises made by or on behalf of Tenant, or if Tenant's particular use of the Premises subjects Landlord or the Property to any obligation under any Laws, Tenant will pay the costs of all such Alterations or the costs of compliance, as the case may be. If any such Alterations are Structural Alterations, Landlord will make the Structural Alterations; provided, however, that Landlord may require Tenant to deposit with Landlord an amount sufficient to pay the costs of the Structural Alterations (including, without limitation, reasonable overhead and administrative costs). If the Alterations are not Structural Alterations, Tenant will make the Alterations at Tenant's sole cost and expense in accordance with Article 8.

## **ARTICLE 8. CHANGES AND ALTERATIONS**

**8.1 Landlord Approval.** Tenant will not make any Structural Alterations to the Premises or any Alterations to the Common Areas. Tenant will not make any other Alterations without Landlord's prior written consent, which consent Landlord will not unreasonably withhold or delay; provided, however, that Landlord may require, as a condition of its consent, that Tenant remove the Alterations at the end of the Term and repair all damage caused by such removal. Landlord may also otherwise condition its consent in its reasonable discretion and take into account the cost of Landlord's insuring the Alterations under Section 10.2.1, and to what extent (if any) Tenant will be required to contribute to such cost directly (as opposed to through Tenant's Share of Expenses). Along with any request for Landlord's consent, Tenant will deliver to Landlord a Tenant Work Permit application (the form of which is available at <https://www.tampaairport.com/tenant-work-permits>), plans and specifications for the Alterations and names,

addresses of all prospective contractors for the Alterations, and cost information necessary in connection with determining the cost of Landlord's insuring the same, as described above (which cost information will be updated and confirmed for such purpose upon the completion of any such Alterations). If Landlord approves the proposed Alterations, Tenant, before commencing the Alterations or delivering (or accepting delivery of) any materials to be used in connection with the Alterations, will deliver to Landlord for Landlord's reasonable approval copies of all contracts, proof of insurance required by Section 8.2, copies of any contractor safety programs, copies of all necessary permits and licenses and such other information relating to the Alterations as Landlord reasonably requests. Tenant will not commence the Alterations before Landlord, in Landlord's reasonable discretion, approves the foregoing deliveries. Tenant will construct all approved Alterations or cause all approved Alterations to be constructed (a) promptly by a contractor Landlord approves in writing in Landlord's commercially reasonable discretion, (b) in a good and workmanlike manner, (c) in compliance with all Laws, (d) in accordance with all orders, rules and regulations of any local, state or federal entity having jurisdiction over the Premises and any other body exercising similar functions, (e) during times that Landlord reasonably determines in order to minimize interference with other tenants' use and enjoyment of the Property, and (f) in full compliance with all of Landlord's rules and regulations applicable to third-party contractors, subcontractors and suppliers performing work at the Property. Notwithstanding the foregoing, however, Landlord's consent shall not be required for any Alteration that is not a Structural Alteration that does not adversely affect any Building systems and that costs \$56,000 or less on a per project basis, or purely cosmetic or decorative changes to the Premises. In addition, subject to Landlord's reasonable plan approval, Tenant shall have the right to install an aiphone and card reader at all entry doors, and a supplemental HVAC system within the Premises.

**8.2 Tenant's Responsibility for Costs and Insurance.** Tenant will pay the costs and expenses of all Alterations, including, without limitation, a reasonable charge to Landlord for its review, inspection and engineering time (not to exceed 5% of the hard costs of the applicable Alteration), and for any painting, restoring or repairing of the Premises or the Building. Prior to commencing the Alterations, Tenant will deliver the following to Landlord in form and amount reasonably satisfactory to Landlord: (a) builder's "all risk" insurance in an amount at least equal to the value of the Alteration; (b) evidence that Tenant has in force commercial general liability insurance insuring against construction related risks, in at least the form, amounts and coverages required of Tenant under Article 10; and (c) copies of all applicable contracts and of all necessary permits and licenses. The insurance policies described in clauses (a) and (b) of this Section must name Landlord, Landlord's lender (if any) and Property Manager as additional insureds.

**8.3 Construction Obligations and Ownership.** Upon reasonable prior notice accompanied by a representative of Tenant, Landlord may inspect construction of the Alterations. Immediately after completing the Alterations, Tenant will furnish Landlord with contractor affidavits, full and final lien waivers and receipted bills covering all labor and materials expended and used in connection with the Alterations. Tenant will remove any Alterations Tenant constructs in violation of this Article 8 within ten (10) business days after Landlord's written request, at Tenant's sole cost and expense, and in any event prior to the expiration or earlier termination of this Lease. All Alterations Tenant makes or installs (including all telephone, computer and other wiring and cabling located within the walls of and outside the Premises, but excluding Tenant's movable trade fixtures, furniture and equipment) shall become the property of Landlord and a part of the Building immediately upon installation and, unless Landlord requires Tenant to remove the Alterations and repair any damage caused by such removal by notifying Tenant at the time Landlord consents to the Alterations, Tenant will surrender the Alterations to Landlord upon the expiration or earlier termination of this Lease at no cost to Landlord. In no event shall Landlord have the right to require Tenant to remove any Alterations other than specialty Alterations, i.e., Alterations that are not utilized for ordinary office use.

**8.4 Disclaimer Of Liens** The interest of Landlord in the Premises and Common Areas will not be subject to liens for any work, labor, materials or improvements made by or for Tenant to the Premises, whether or not the same is made or done in accordance with an agreement between Landlord and Tenant, and it is specifically understood and agreed that in no event will Landlord or the interest of Landlord in the Premises or Common Areas be liable for or subjected to any construction, mechanics', materialmen's, suppliers', professional, laborers' or equitable liens for materials furnished or improvements, labor or work made by or for Tenant to the Premises. Tenant is specifically prohibited from subjecting Landlord's interest in the Premises or Common Areas to any construction, mechanics', materialmen's, suppliers', professional, laborers' or equitable liens for Tenant Improvements made by or for Tenant or

for any materials, improvements or work for which Tenant is responsible for payment. Tenant will provide notice of this disclaimer of liens to any and all contractors or subcontractors providing any materials or making any improvements to the Premises.

In the event any construction, mechanics', materialmen's, suppliers', professional, laborers', equitable or other lien or notice of lien is filed against any portion of the Premises or Common Areas for any work, labor or materials furnished to the Premises by or on behalf of Tenant, whether or not the same is made or done in accordance with an agreement between Landlord and Tenant, Tenant will cause any such lien to be discharged of record within 30 days after notice to Tenant of filing thereof by payment, bond or otherwise or by posting with a reputable title company or other escrow agent acceptable to Landlord, security reasonably satisfactory to Landlord to secure payment of such lien, if requested by Landlord, while Tenant contests to conclusion the claim giving rise to such lien.

Tenant will furnish releases or waivers as may be reasonably required to satisfy Landlord that there are no outstanding claims or liens for any work, labor or materials furnished to the Premises by or on behalf of Tenant. Tenant, at Tenant's expense, will indemnify Landlord, its Board Members, officers, employees, agents, servants and volunteers against any such construction, mechanics', materialmen 's, suppliers', professional, laborers', equitable or other liens or claims and the reasonable attorney's fees and legal costs that could be incurred defending against such liens or claims. This obligation to indemnify and hold harmless will be construed separately and independently. It is the parties' mutual intent that if this clause is found to be in conflict with Laws, the clause will be considered modified by such Laws to the extent necessary to remedy the conflict.

**8.5 Changes and Alterations Indemnification.** Tenant releases and will indemnify, protect, defend (with counsel reasonably acceptable to Landlord) and hold harmless the Landlord Parties and the Property from and against any Claims in any manner relating to or arising out of any Alterations or any other work performed, materials furnished or obligations incurred by or for Tenant or any person or entity claiming by, through or under Tenant, except for Claims arising from the negligence or willful misconduct of Landlord or any of the Landlord Parties.

**8.6 Contractor Rules.** All contractors, subcontractors, suppliers, and materialmen performing work at the Property, regardless of whether such work constitutes an Alteration, a Structural Alteration, Improvements, or otherwise, are bound to comply with the reasonable rules and regulations adopted from time to time by Landlord, the current version of which are attached hereto as **EXHIBIT "G"** and incorporated herein by reference.

## **ARTICLE 9. RIGHTS RESERVED BY LANDLORD**

**9.1 Landlord's Entry.** Provided Landlord takes all reasonable efforts to minimize interference with or disturbance of Tenant's use or occupancy of the Premises (including, at Tenant's request, performing any required work after ordinary business hours), Landlord and its authorized representatives may at all reasonable times and upon reasonable notice to Tenant enter the Premises to: (a) inspect the Premises; (b) show the Premises to prospective purchasers and mortgagees; (c) show the Premises to prospective tenants (but only during the last twelve (12) months of the Term, or at any time following an Event of Default); (d) post notices of non-responsibility or other protective notices available under the Laws; or (e) exercise and perform Landlord's rights and obligations under this Lease. Landlord, in the event of any emergency as determined in Landlord's sole discretion, may enter the Premises without notice to Tenant. Tenant understands that the Building houses the airport operations center which operates 24/7/365. In the event of a fire alarm that originates within the Premises, security personnel will be immediately dispatched to verify if a fire actually exists. Provided the conditions of entry as set forth herein are satisfied by Landlord, Landlord's entry into the Premises is not to be construed as a forcible or unlawful entry into, or detainer of, the Premises or as an eviction of Tenant from all or any part of the Premises. Tenant will also permit Landlord (or its designees) to erect, install, use, maintain, replace and repair pipes, cables, conduits, plumbing and vents, and telephone, electric and other wires or other items, in, to and through the Premises if Landlord reasonably determines that such activities are necessary or appropriate for properly operating and maintaining the Building, provided that no such activity shall serve to alter the Premises except to a *de minimis* extent.

**9.2 Control of Property.** Landlord reserves all rights respecting the Property and Premises not specifically granted to Tenant under this Lease, including, without limitation, the right to: (a) reasonably designate and approve

all types of signs, window coverings, internal lighting and other aspects of the Premises and its contents that may be visible from the exterior of the Premises; (b) grant any party the exclusive right to conduct any business or render any service in the Building, provided such exclusive right to conduct any business or render any service in the Building does not prohibit Tenant from any Permitted Use for which Tenant is then using the Premises; (c) prohibit Tenant from installing vending or dispensing machines of any kind in or about the Premises other than those Tenant installs in the Premises solely for use by Tenant's employees; (d) close the Building after Business Hours, except that Tenant and its employees and invitees may access the Premises after Business Hours in accordance with such Building Rules (Exhibit E) as Landlord may reasonably prescribe from time to time for security purposes; (e) install, operate and maintain security systems that monitor, by closed circuit television or otherwise, all persons entering or leaving the Building; (f) install and maintain pipes, ducts, conduits, wires and structural elements in the Premises that serve other parts or other tenants of the Building, provided that no such activity shall serve to alter the Premises except to a *de minimis* extent; and (g) retain and receive master keys or pass keys to the Premises and all doors in the Premises. Notwithstanding the foregoing, or the provision of any security-related services by Landlord, Landlord is not responsible for the security of persons or property on the Property and/or Premises and Landlord is not and will not be liable in any way whatsoever for any breach of security not solely and directly caused by the gross negligence or willful misconduct of Landlord, its agents or employees. In the exercise of any of the foregoing rights, Landlord shall take all reasonable efforts to minimize interference with or disturbance of Tenant's use or occupancy of the Premises.

**9.3 ACH Wire Transfer.** Landlord requires Tenant to pay all Rent by ACH wire transfer to an account designated by Landlord.

## **ARTICLE 10.INSURANCE AND CERTAIN WAIVERS AND INDEMNIFICATIONS**

**10.1 Tenant's Insurance Obligations.** Tenant, at all times during the Term and during any early occupancy period, at Tenant's sole cost and expense, will maintain the insurance described below. Tenant must maintain the following limits and coverages uninterrupted or amended through the Term of this Lease. In the event the Tenant becomes in default of the following requirements the Landlord reserves the right to take whatever actions deemed necessary to protect its interests. Required liability policies other than Workers' Compensation/Employer's Liability will provide that the Landlord Parties are included as additional insureds. The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to this Lease will be the amounts specified herein. To the extent it is used to meet the minimum limit requirements, any Umbrella or Excess coverage shall follow form to the Employer's Liability, Commercial General Liability and Business Auto Liability coverages, including all endorsements and additional insured requirements.

**10.1.1.** The minimum limits of insurance covering the work performed pursuant to this Lease will be the amounts specified herein. Coverage will be provided for liability resulting out of, or in connection with, ongoing operations performed by, or on behalf of, the Tenant under this Lease or the use or occupancy of the Premises by, or on behalf of, the Tenant in connection with this Lease. Coverage shall be provided on a form no more restrictive than ISO Form CG 00 01. Additional insurance coverage shall be provided on a form no more restrictive than ISO Form CG 20 10 10 01 and CG 20 37 10 01 with respect to the Premises and Tenant's activities in the Premises and upon and about the Property, on an "occurrence" basis, with single limit coverage of \$2,000,000. Such insurance must include specific coverage provisions or endorsements (a) for broad form contractual liability insurance insuring Tenant's obligations under this Lease; (b) naming Landlord Parties, including Property Manager, as additional insureds by an "Additional Insured - Managers or Lessors of Premises" endorsement (or equivalent coverage or endorsement); (c) waive all rights against the Landlord Parties for damages or loss to the extent covered and paid for by any insurance maintained by the Tenant, to the fullest extent permitted by Laws without voiding the insurance required by this Lease; (d) provide Landlord with at least thirty (30) days prior notice of modification, cancellation, non-renewal or expiration; (e) expressly state that Tenant's insurance will be provided on a primary and non-contributory basis; and (f) provide that the insurer has a duty to defend all insureds under the policy (including additional insureds), and that defense costs are paid in addition to and do not deplete the policy limits. If Tenant provides such liability insurance under a blanket policy, the insurance must be made specifically applicable to the Premises and this Lease on a "per location" basis.



**10.1.2. Workers' Compensation/Employer's Liability Insurance**

The minimum limits of insurance are:

Part One:	“Statutory”
Part Two:	
Each Accident	\$1,000,000
Disease – Policy Limit	\$1,000,000
Disease – Each Employee	\$1,000,000

**10.1.3 Business Automobile Liability Insurance**

Coverage will be provided for all owned, hired and non-owned vehicles. Coverage shall be provided on a form no more restrictive than ISO Form CA 00 01. The minimum limits of insurance covering the work performed pursuant to this Lease are:

Each Occurrence – Bodily Injury and	
Property Damage Combined	\$1,000,000

**10.1.4.** Property insurance on Tenant's trade fixtures and other personal property within the Premises and business income insurance covering loss of income from Tenant's business in the Premises.

**10.1.5.** Such other insurance as may be required by any Laws from time to time or may reasonably be required by Landlord from time to time. If insurance obligations generally required of tenants in similar space in similar office buildings in the area in which the Premises are located increase or otherwise change, Landlord may correspondingly increase or otherwise change Tenant's insurance obligations under this Lease with a 60-day written notice. The insurance maintained by the Tenant must conform at all times with the Authority's Standard Procedure S250.06, Contractual Insurance Terms and Conditions, which may be amended from time to time, and is posted on the Authority website at:

[https://www.tampaairport.com/sites/default/master/files/S250.06\\_Contractual%20Insurance%20Terms%20and%20Conditions.pdf](https://www.tampaairport.com/sites/default/master/files/S250.06_Contractual%20Insurance%20Terms%20and%20Conditions.pdf).

**10.1.6.** All of Tenant's insurance will be written by companies rated at least A-/VII by A.M. Best Insurance Service and otherwise reasonably satisfactory to Landlord. Tenant will deliver evidence of insurance satisfactory to Landlord, (a) on or before the Commencement Date (and prior to any earlier occupancy by Tenant), (b) not later than thirty (30) days prior to the expiration of any current policy or certificate, and (c) at such other times as Landlord may reasonably request. Landlord shall allow Tenant to provide evidence of insurance by certificate, and Tenant will deliver an ACORD Form 25 (or equivalent) certificate and will attach or cause to be attached to the certificate copies of the endorsements this Section requires (including specifically, but without limitation, the “additional insured” endorsement). Tenant's insurance must permit waiver of subrogation as provided in Section 10.3.

**10.1.7.** Notwithstanding any contrary language in this Lease and any notice and cure rights this Lease provides Tenant, if Tenant fails to provide Landlord with evidence of insurance as required under this Section 10.1, Landlord may assume that Tenant is not maintaining the insurance this Section requires Tenant to

maintain and Landlord may, but is not obligated to, without further demand upon Tenant or notice to Tenant and without giving Tenant any cure right or waiving or releasing Tenant from any obligation contained in this Lease, obtain such insurance for Landlord's benefit. In such event, Tenant will pay to Landlord, as Additional Rent, all costs and expenses Landlord incurs obtaining such insurance. Landlord's exercise of its rights under this Section does not relieve Tenant from any default under this Lease.

**10.1.8.** Landlord's establishment of minimum insurance requirements is not a representation by Landlord that such limits are sufficient and does not limit Tenant's liability under this Lease in any manner.

**10.1.9.** The named tenant hereunder (Teachers Insurance and Annuity Association of America) may self-insure as to any required coverages and/or amounts hereunder. Tenant agrees to provide all documentation reasonably necessary for the Landlord to review the self-insurance program (except that Tenant shall not be obligated to provide any confidential or proprietary information unless a non-disclosure agreement has been executed by both Parties).

**10.2 Landlord's Insurance Obligations.** Landlord will (except for the optional coverages and endorsements Section 10.2.1 describes) at all times during the Term maintain the insurance this Section 10.2 describes. All premiums and other costs and expenses Landlord incurs in connection with maintaining such insurance are Operating Expenses.

**10.2.1.** Property insurance on the Building in an amount not less than the full insurable replacement cost of the Building insuring against loss or damage by fire and such other risks as are covered by the current ISO Special Form policy. Landlord, at its option, may obtain such additional coverages or endorsements as Landlord reasonably deems appropriate or necessary, including, without limitation, insurance covering foundation, grading, excavation and debris removal costs; business income and rent loss insurance; boiler and machinery insurance; ordinance or laws coverage; earthquake insurance; flood insurance; and other coverages. Landlord may maintain such insurance in whole or in part under blanket policies. Such insurance will not cover or be applicable to any personal property or trade fixtures of Tenant within the Premises or otherwise located at the Property or any other such property (including that of third parties) in Tenant's care, custody or control at the Property.

**10.2.2.** Commercial general liability insurance against claims for bodily injury, personal injury, and property damage occurring at the Property in such amounts as Landlord deems necessary or appropriate. Such liability insurance will protect only Landlord and, at Landlord's option, Landlord's lender and all Landlord Parties, and does not replace or supplement the liability insurance this Lease obligates Tenant to carry.

### **10.3 Waivers and Releases of Claims and Subrogation by Tenant and Landlord.**

**10.3.1.** To the extent not expressly prohibited by Laws, each party, on behalf of itself and its insurers, waives, releases and discharges the other party from all Claims arising out of damage to or destruction of the Premises, Property or any personal property or business, and any loss of use or business interruption, regardless whether any such Claim results from the negligence or fault of any the other party or otherwise, occasioned by any fire or other casualty or occurrence whatsoever (whether similar or dissimilar), including, without limitation, (a) any existing or future condition, defect, matter or thing in the Premises or on the Property, (b) any equipment or appurtenance becoming out of repair, (c) any occurrence, act or omission of the non-waiving party, any other tenant or occupant of the Building or any other person, (d) damage caused by the flooding of basements or other subsurface areas, and (e) damage caused by refrigerators, sprinkling devices, air conditioning apparatus, water, snow, frost, steam, excessive heat or cold, falling plaster, broken glass, sewage, gas, odors, noise or the bursting or leaking of pipes or plumbing fixtures. The waiver this Section describes applies regardless of whether any such damage results from Force Majeure, an act or omission of other tenants or occupants of the Property or an act or omission of any other person and regardless of whether insurance coverage against any such risks is obtainable. Each party will look only to its insurance coverage (regardless of whether such party maintains any such coverage) in the event of any such Claim. Each party's personal property and all other property (including that of third parties) in its care, custody or

control, is located at the Property at such party's sole risk. The other party is not liable for any damage to such property or for any theft, misappropriation or loss of such property. Except as specifically provided in Section 10.2, each party is solely responsible for providing such insurance as may be required to protect itself, its employees and invitees against any injury, loss, or damage to persons or property occurring in the Premises or at the Property, including, without limitation, any loss of business or profits from any casualty or other occurrence at the Property. None of the foregoing shall serve to modify or impair any rental abatement rights of Tenant set forth in this Lease.

#### **10.4 Tenant's Indemnification of Landlord.**

A. In addition to Tenant's other indemnification obligations in this Lease but subject to Landlord's agreements in Section 10.2, Tenant, to the fullest extent allowable under the Laws, releases and will indemnify, protect, defend (with counsel reasonably acceptable to Landlord) and hold harmless the Landlord Parties from and against all Claims made by third parties (a) arising from any breach or default by Tenant in the performance of any of Tenant's covenants or agreements in this Lease, (b) arising from any act, omission, negligence or misconduct of any Tenant Parties, (c) arising from any accident, injury, occurrence or damage in, about, or to the Premises, (d) to the extent caused in whole or in part by any Tenant Parties, arising from any accident, injury, occurrence or damage in, about, or to the Property, (e) arising from proceedings instituted by any Tenant Parties or by or against any person holding any interest in the Premises (other than Landlord) by, under, or through Tenant, to which any Landlord Party becomes or is made a party to the proceeding, (f) arising from the foreclosure of any lien for labor or material furnished to or for Tenant or such other person (except as a result of a failure of Landlord to make any such payment for which it is obligated hereunder) and/or (g) otherwise arising out of or resulting from any act or omission of any Tenant Parties or such other person, except for claims arising from the negligence or willful misconduct of Landlord or any of the Landlord Parties.

### **ARTICLE 11. DAMAGE OR DESTRUCTION**

**11.1 Tenantable Within 180 Days.** Except as provided in Section 11.3, if fire or other casualty renders the whole or any material part of the Premises untenable and Landlord determines (in Landlord's reasonable discretion) that it can make the Premises tenantable within 270 days after the date of the casualty, then Landlord will notify Tenant that Landlord will within the 270 day period (subject to the extension of such time period under Section 18.17) repair and restore the Building and the Premises to as near their condition prior to the casualty as is reasonably possible. Landlord will provide the notice within thirty (30) days after the date of the casualty. In such case, this Lease remains in full force and effect, but Basic Rent and Tenant's Share of Expenses for the period during which the Premises are unable to be used for the ordinary conduct of Tenant's business abate pro rata (based upon the rentable area of the portion of the Premises which are unable to be used for the ordinary conduct of Tenant's business as compared with the rentable area of the entire Premises).

**11.2 Not Tenantable Within 270 Days.** If fire or other casualty renders the whole or any material part of the Premises untenable and Landlord determines (in Landlord's reasonable discretion) that it cannot make the Premises tenantable within 270 days after the date of the casualty, then Landlord will so notify Tenant within thirty (30) days after the date of the casualty and may, in such notice, terminate this Lease effective on the date of Landlord's notice. If Landlord does not terminate this Lease as provided in this Section, Tenant may terminate this Lease by notifying Landlord within thirty (30) days after the date of Landlord's notice, which termination will be effective thirty (30) days after the date of Tenant's notice.

**11.3 Building Substantially Damaged.** Notwithstanding the terms and conditions of Section 11.1, if the Building is substantially damaged or destroyed by fire or other casualty (regardless whether the Premises is affected) and either (a) fewer than fifteen (15) months remain in the Term, or (b) the damage reduces the value of the improvements on the Property by more than fifty percent (50%) (as Landlord reasonably determines value before and after the casualty), then, regardless whether Landlord determines (in Landlord's reasonable discretion) that it can make the Building tenantable within 270 days after the date of the casualty, Landlord, at Landlord's option, by notifying Tenant within thirty (30) days after the casualty, may terminate this Lease effective on the date of Landlord's notice.

**11.4 Insufficient Proceeds.** Notwithstanding any contrary language in this Article, provided Landlord carries insurance coverages commensurate with that carried by owners of Class-A office buildings (including full replacement cost property coverage), if this Article obligates Landlord to repair damage to the Premises or Building caused by fire or other casualty and Landlord does not receive sufficient insurance proceeds (excluding any deficiency caused by the amount of any policy deductible or Landlord's failure to abide by the applicable policy's claim requirements) to repair all of the damage, or if Landlord's lender does not allow Landlord to use sufficient proceeds to substantially repair the damage (unless such disallowance is the result of Landlord's default under the applicable loan), then Landlord, at Landlord's option, by notifying Tenant within thirty (30) days after the casualty, may terminate this Lease effective on the date of Landlord's notice.

**11.5 Landlord's Repair Obligations.** If this Lease is not terminated under Sections 11.2 through 11.4 following a fire or other casualty, then Landlord will repair and restore the Premises and the Building to as near their condition prior to the fire or other casualty as is reasonably possible with all commercially reasonable diligence and speed (subject to delays caused by Tenant Delay or Force Majeure) and Basic Rent and Tenant's Share of Expenses for the period during which the Premises are untenable will abate pro rata (based upon the rentable area of the untenable portion of the Premises as compared with the rentable area of the entire Premises). In no event is Landlord obligated to repair or restore any special equipment or improvements installed by Tenant, or any personal or other property of Tenant. Landlord will, if necessary, equitably adjust Tenant's Share of Expenses Percentage to account for any reduction in the rentable area of the Premises or Building resulting from such casualty.

**11.6 Rent Apportionment Upon Termination.** If either Landlord or Tenant terminates this Lease under this Article, Landlord will apportion Basic Rent and Tenant's Share of Expenses on a per diem basis and Tenant will pay the Basic Rent and Tenant's Share of Expenses up to (a) the date of the fire or other casualty if the event renders the Premises completely untenable or (b) if the event does not render the Premises completely untenable, the effective date of such termination (provided that if a portion of the Premises is rendered untenable and Tenant does not use same, but the remaining portion is tenable, then Tenant's obligation to pay Basic Rent and Tenant's Share of Expenses abates pro rata [based upon the rentable area of the untenable portion of the Premises not used by Tenant divided by the rentable area of the entire Premises] from the date of the casualty and Tenant will pay the unabated portion of the Rent to the date of such termination).

**11.7 Tenant's Rights.** If the Premises is materially damaged or destroyed by fire or other casualty, Tenant may terminate this Lease by notifying Landlord, which termination will be effective thirty (30) days after the date of Tenant's notice.

**11.8 Exclusive Casualty Remedy.** The provisions of this Article are Tenant's sole and exclusive rights and remedies in the event of a casualty. To the extent permitted by Laws, Tenant waives the benefits of any Law that provides Tenant any abatement or termination rights (by virtue of a casualty) not specifically described in this Article.

## ARTICLE 12. EMINENT DOMAIN

**12.1 Termination of Lease.** If a condemning authority (the "Condemning Authority") desires to effect a Taking of all or any material part of the Property, Landlord will notify Tenant and Landlord and Tenant will reasonably determine whether the Taking will render the Premises unsuitable for Tenant's intended purposes. If Landlord and Tenant conclude that the Taking will render the Premises unsuitable for Tenant's intended purposes, Landlord and Tenant will document such determination and this Lease will terminate as of the date the Condemning Authority takes possession of the portion of the Property taken. Tenant will pay Rent up to the date of such termination. If a Condemning Authority takes all or any material part of the Building or if a Taking reduces the value of the Property by fifty percent (50%) or more (as reasonably determined by Landlord), regardless of whether the Premises is affected, then Landlord, at Landlord's option, by notifying Tenant prior to the date the Condemning Authority takes possession of the portion of the Property taken, may terminate this Lease effective on the date the Condemning Authority takes possession of the portion of the Property taken.

**12.2 Landlord's Repair Obligations.** If this Lease does not terminate with respect to the entire Premises under Section 12.1 and the Taking includes a portion of the Premises, this Lease automatically terminates as to the

portion of the Premises taken as of the date the Condemning Authority takes possession of the portion taken and Landlord will, at its sole cost and expense, restore the remaining portion of the Premises to a complete architectural unit with all commercially reasonable diligence and speed and will reduce the Basic Rent for the period after the date the Condemning Authority takes possession of the portion of the Premises taken to a sum equal to the product of the Basic Rent provided for in this Lease multiplied by a fraction, the numerator of which is the rentable area of the Premises after the Taking and after Landlord restores the Premises to a complete architectural unit, and the denominator of which is the rentable area of the Premises prior to the Taking. Landlord will also equitably adjust Tenant's Share of Expenses Percentage for the same period to account for the reduction in the rentable area of the Premises or the Building resulting from the Taking. Tenant's obligation to pay Basic Rent and Tenant's Share of Expenses will abate on a proportionate basis with respect to that portion of the Premises remaining after the Taking that Tenant is unable to use during Landlord's restoration for the period of time that Tenant is unable to use such portion of the Premises.

**12.3 Tenant's Participation.** Landlord is entitled to receive and keep all damages, awards or payments resulting from or paid on account of a Taking. Accordingly, Tenant waives and assigns to Landlord any interest of Tenant in any such damages, awards or payments. Tenant may prove in any condemnation proceedings and may receive any separate award for damages to or condemnation of Tenant's movable trade fixtures and equipment and for moving expenses; provided, however, that Tenant has no right to receive any award for its interest in this Lease or for loss of leasehold.

**12.4 Exclusive Taking Remedy.** The provisions of this Article are Tenant's sole and exclusive rights and remedies in the event of a Taking. To the extent permitted by Laws, Tenant waives the benefits of any Law that provides Tenant any abatement or termination rights or any right to receive any payment or award (by virtue of a Taking) not specifically described in this Article.

## ARTICLE 13. TRANSFERS

### 13.1 Restriction on Transfers.

**13.1.1.** Except as set forth in Section 13.1.2, Tenant will not cause or suffer a Transfer without obtaining Landlord's prior written consent. Tenant may not mortgage, pledge or encumber Tenant's interest in this Lease, the Premises, the Building or the Property. Landlord may, at Landlord's sole option, terminate this Lease with respect to any portion of the Premises that would be affected by such Transfer by notifying Tenant of such termination. If Landlord elects not to terminate this Lease, Landlord may grant or withhold consent in Landlord's sole but reasonable discretion, provided Tenant otherwise complies with the provisions of this Article. Tenant's request for consent to a Transfer (i) must describe in detail the parties, terms and portion of the Premises affected, (ii) must contain current financial statements of the proposed transferee that are reasonably acceptable to Landlord, (iii) must confirm that the transferee will agree to perform Tenant's obligations under this Lease arising after such Transfer and will observe all terms and conditions of this Lease, (iv) must contain all other items or documentation reasonably required by Landlord, and (v) must waive all claims against Landlord through the date of such Transfer. If such request is acceptable to Landlord in its sole but reasonable discretion, Landlord will approve the Transfer provided (i) Tenant is not in default in the performance of any of its obligations under this Lease beyond any applicable notice and cure period, (ii) Tenant remains liable under this Lease, (iii) Tenant and transferee execute a satisfactory Lease amendment, and (iv) Tenant pays all costs as set forth in Section 13.2 below. Landlord will notify Tenant of Landlord's election to consent, withhold consent and/or terminate within thirty (30) days after receiving Tenant's written request for consent to the Transfer. If Landlord consents to the Transfer, Landlord may impose on Tenant or the transferee such conditions as Landlord, in its sole but reasonable discretion, deems appropriate. No Transfer, including, without limitation, a Transfer under Section 13.1.2, releases Tenant from any liability or obligation under this Lease and Tenant remains liable to Landlord after such a Transfer as a principal and not as a surety. If Landlord consents to any Transfer, Tenant will pay to Landlord, as Additional Rent, fifty percent (50%) of any amount Tenant receives on account of the Transfer (after deducting reasonable commissions, attorneys' fees, marketing costs and other costs and expenses Tenant incurs in connection with the Transfer and certifies to Landlord in writing) in excess of the amounts this Lease

otherwise requires Tenant to pay. Any attempted Transfer in violation of this Lease is null and void and constitutes an Event of Default under this Lease.

**13.1.2.** Tenant, without Landlord's consent (provided that Tenant is not in default in the performance of any of its obligations under this Lease beyond any applicable notice and cure period), may cause a Transfer to an Affiliate, and to any successor by merger or to any entity which purchases all or substantially all of the assets of Tenant, if Tenant: (a) notifies Landlord at least thirty (30) days prior to such Transfer; and (b) the Affiliate assumes and agrees in a writing delivered to and reasonably acceptable to Landlord to perform Tenant's obligations under this Lease arising after such Transfer and to observe all terms and conditions of this Lease. Landlord's right described in Section 13.1.1 to share in any profit Tenant receives from a Transfer and Landlord's termination right under Section 13.1.1 do not apply to any Transfer this Section 13.1.2 permits.

**13.2 Costs.** Tenant will pay to Landlord, as Additional Rent, all costs and expenses Landlord incurs in connection with any Transfer, including, without limitation, reasonable attorneys' fees and costs, regardless of whether Landlord consents to the Transfer.

## ARTICLE 14. DEFAULTS; REMEDIES

**14.1 Events of Default.** The occurrence of any of the following constitutes an "Event of Default" by Tenant under this Lease:

**14.1.1.** Tenant fails to pay Basic Rent, any monthly installment of Tenant's Share of Expenses, any other Additional Rent amount, or any other amount as and when due under this Lease and such failure continues for five (5) days after written notice from Landlord.

**14.1.2.** Tenant breaches or fails to perform any of Tenant's obligations under this Lease and the breach or failure continues for a period of thirty (30) days after Landlord notifies Tenant in writing of Tenant's breach or failure; provided that if Tenant cannot reasonably cure its breach or failure within such thirty (30) day period, Tenant's breach or failure is not an Event of Default if Tenant commences to cure its breach or failure within the thirty (30) day period and thereafter diligently pursues the cure and effects the cure within a period of time that does not exceed sixty (60) days after the expiration of the thirty (30) day period. Notwithstanding any contrary language contained in this Section 14.1.2, Tenant is not entitled to any notice or cure period before an incurable breach of this Lease (or failure) becomes an Event of Default.

**14.1.3.** The existence of any material misrepresentation or omission in any financial statements, correspondence or other information provided to Landlord by or on behalf of Tenant or any Guarantor in connection with (a) Tenant's negotiation or execution of this Lease; (b) Landlord's evaluation of Tenant as a prospective tenant at the Property; (c) any proposed or attempted Transfer; or (d) any consent or approval Tenant requests under this Lease.

**14.1.4.** Guarantor's default under any guaranty now or after the Effective Date securing all or any part of Tenant's obligations under this Lease.

**14.1.5.** (a) Tenant makes a general assignment or general arrangement for the benefit of creditors; (b) a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed by Tenant; (c) a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed against Tenant and is not dismissed within sixty (60) days; (d) a trustee or receiver is appointed to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease and possession is not restored to Tenant within thirty (30) days; or (e) substantially all of Tenant's assets located at the Premises or Tenant's interest in this Lease is subjected to attachment, execution or other judicial seizure not discharged within thirty (30) days. If a court of competent jurisdiction determines that any act described in this Section does not constitute an Event of Default, and the court appoints a trustee to take possession of the Premises (or if Tenant remains a debtor in possession of the Premises) and such trustee or Tenant transfers Tenant's interest

hereunder, then Landlord is entitled to receive, as Additional Rent, the amount by which the Rent (or any other consideration) paid in connection with the Transfer exceeds the Rent otherwise payable by Tenant under this Lease.

**14.2 Remedies.** Upon the occurrence of any Event of Default, Landlord, at any time and from time to time, and without preventing Landlord from exercising any other right or remedy available to it at law or in equity, may exercise any one or more of the following remedies:

**14.2.1.** Terminate Tenant's right to possess the Premises by any lawful means with or without terminating this Lease, in which event Tenant will immediately surrender possession of the Premises to Landlord. Unless Landlord specifically states that it is terminating this Lease, Landlord's termination of Tenant's right to possess the Premises is not to be construed as an election by Landlord to terminate this Lease or Tenant's obligations and liabilities under this Lease. In such event, this Lease continues in full force and effect (except for Tenant's right to possess the Premises) and Tenant continues to be obligated for and must pay all Rent as and when due under this Lease. If Landlord terminates Tenant's right to possess the Premises, Landlord is not obligated to but may re-enter the Premises and remove all persons and property from the Premises. Landlord may store any property Landlord removes from the Premises in a public warehouse or elsewhere at the cost and for the account of Tenant. Upon such re-entry, Landlord is not obligated to but may relet all or any part of the Premises to a third-party or parties for Tenant's account. Tenant is immediately liable to Landlord for all Re-entry Costs and must pay Landlord the same within five (5) days after Landlord's notice to Tenant. Landlord may relet the Premises for a period shorter or longer than the remaining Term. If Landlord relets all or any part of the Premises, Tenant will continue to pay Rent when due under this Lease and Landlord will refund to Tenant the Net Rent Landlord actually receives from the reletting up to a maximum amount equal to the Rent Tenant paid that came due after Landlord's reletting. If the Net Rent Landlord actually receives from reletting exceeds such Rent, Landlord will apply the excess sum to future Rent due under this Lease. Landlord may retain any surplus Net Rent remaining at the expiration of the Term.

**14.2.2.** Terminate this Lease effective on the date Landlord specifies in its termination notice to Tenant. Upon termination, Tenant will immediately surrender possession of the Premises to Landlord. If Landlord terminates this Lease, Landlord may recover from Tenant and Tenant will pay to Landlord on demand all damages Landlord incurs by reason of Tenant's default, including, without limitation, (a) all Rent due and payable under this Lease as of the effective date of the termination; (b) any amount necessary to compensate Landlord for any detriment proximately caused Landlord by Tenant's failure to perform its obligations under this Lease or which in the ordinary course would likely result from Tenant's failure to perform, including, but not limited to, any Re-entry Costs; (c) an amount equal to the amount by which the present worth, as of the effective date of the termination, of the Basic Rent for the balance of the Term remaining after the effective date of the termination (assuming no termination) exceeds the present worth, as of the effective date of the termination, of a fair market Basic Rent for the Premises for the same period (as Landlord reasonably determines the fair market Basic Rent); and (d) Tenant's Share of Expenses, to the extent Landlord is not otherwise reimbursed for such Expenses. For purposes of this Section, Landlord will compute present worth by utilizing a discount rate of four percent (4%) per annum. Nothing in this Section limits or prejudices Landlord's right to prove and obtain damages in an amount equal to the maximum amount allowed by the Laws, regardless whether such damages are greater than the amounts set forth in this Section.

**14.2.3.** Recover from Tenant, and Tenant will pay to Landlord on demand, an amount equal to the then present worth, as of the effective date of termination, of the aggregate of the Rent and any other charges payable by Tenant under this Lease for the unexpired portion of the Term, over the reasonable rental value of the Premises for such period of time. Landlord will employ a discount rate of four percent (4%) per annum to compute present worth.

**14.2.4.** Perform the obligation on Tenant's behalf without waiving Landlord's rights under this Lease, at law or in equity and without releasing Tenant from any obligation under this Lease. Tenant will pay to Landlord, as Additional Rent, all sums Landlord pays and obligations Landlord incurs on Tenant's behalf under this Section.

**14.2.5.** Any other right or remedy available to Landlord under this Lease, at law or in equity.

**14.3 Costs.** Tenant will reimburse and compensate Landlord on demand and as Additional Rent any actual loss Landlord incurs in connection with, resulting from, or related to an Event of Default, regardless whether suit is commenced or judgment is entered. Such loss includes all reasonable legal fees, costs and expenses (including paralegal fees and other professional fees and expenses) Landlord incurs investigating, negotiating, settling or enforcing any of Landlord's rights or remedies or otherwise protecting Landlord's interests under this Lease. In addition to the foregoing, Landlord is entitled to reimbursement of all of Landlord's fees, expenses and damages, including, but not limited to, reasonable attorneys' fees and costs, Landlord incurs in connection with protecting its interests in any bankruptcy or insolvency proceeding involving Tenant, including, without limitation, any proceeding under any chapter of the Bankruptcy Code; by exercising and advocating rights under Section 365 of the Bankruptcy Code; by proposing a plan of reorganization and objecting to competing plans; and by filing motions for relief from stay. Such fees and expenses are payable on demand, or, in any event, upon assumption or rejection of this Lease in bankruptcy.

**14.4 Waiver and Release by Tenant.** Tenant waives and releases all Claims Tenant may have resulting from Landlord's re-entry and taking possession of the Premises by any lawful means and removing and storing Tenant's property as permitted under this Lease, regardless of whether this Lease is terminated, and, to the fullest extent allowable under the Laws, Tenant releases and will indemnify, defend (with counsel reasonably acceptable to Landlord), protect and hold harmless the Landlord Parties from and against any and all Claims occasioned by Landlord's lawful re-entry of the Premises and disposition of Tenant's property. No such reentry is to be considered or construed as a forcible entry by Landlord or Landlord Parties.

**14.5 No Waiver.** Except as specifically set forth in this Lease, no failure by Landlord or Tenant to insist upon the other party's performance of any of the terms of this Lease or to exercise any right or remedy upon a breach thereof, constitutes a waiver of any such breach or of any breach or default by the other party in its performance of its obligations under this Lease. No acceptance by Landlord of full or partial Rent from Tenant or any third-party during the continuance of any breach or default by Tenant of Tenant's performance of its obligations under this Lease constitutes Landlord's waiver of any such breach or default. Except as specifically set forth in this Lease, none of the terms of this Lease to be kept, observed or performed by a party to this Lease, and no breach thereof, are waived, altered or modified except by a written instrument executed by the other party. One or more waivers by a party to this Lease are not to be construed as a waiver of a subsequent breach of the same covenant, term or condition. No statement on a payment check from a party to this Lease or in a letter accompanying a payment check is binding on the other party. The party receiving the check, with or without notice to the other party, may negotiate such check without being bound to the conditions of any such statement.

**14.6 Consequential Damages.** Notwithstanding any of the foregoing to the contrary, Tenant's liability hereunder for consequential damages shall be limited to five million dollars (\$5,000,000.00).

## **ARTICLE 15.SUBORDINATION; ESTOPPEL CERTIFICATES**

**15.1 Subordination.** This Lease, all rights of Tenant in this Lease, and all interest or estate of Tenant in the Property, are subject and subordinate to the lien of any Mortgage. Tenant, on Landlord's demand, will execute and deliver to Landlord or to any other person Landlord designates any instruments, releases or other documents reasonably required to confirm the subordination of this Lease as provided in this Section to the lien of any Mortgage. The subordination to any future Mortgage provided for in this Section is expressly conditioned upon the mortgagee's agreement that as long as Tenant is not in default in the payment of Rent or the performance and observance of any covenant, condition, provision, term or agreement to be performed and observed by Tenant under this Lease, beyond any applicable grace or cure period this Lease provides Tenant, the holder of the Mortgage will not disturb Tenant's rights under this Lease. The lien of any existing or future Mortgage will not cover Tenant's moveable trade fixtures or other personal property of Tenant located in or on the Premises.

**15.2 Attornment.** If any ground lessor, holder of any Mortgage at a foreclosure sale or any other transferee acquires Landlord's interest in this Lease, the Premises or the Property, provided the nondisturbance of Tenant is



recognized, Tenant will attorn to the transferee of or successor to Landlord's interest in this Lease, the Premises or the Property (as the case may be) and recognize such transferee or successor as landlord under this Lease. Tenant waives the protection of any Laws that gives or purports to give Tenant any right to terminate this Lease or surrender possession of the Premises upon the transfer of Landlord's interest.

**15.3 Mortgage Protection Clause.** Tenant will give the holder of any Mortgage, by certified mail and at the same time as Tenant notifies Landlord, a copy of any notice of default Tenant serves on Landlord, provided that Landlord or the holder of the Mortgage previously notified Tenant (by way of notice of assignment of rents and leases or otherwise) of the address of such holder. Tenant further agrees that if Landlord fails to cure such default within the time provided for in this Lease, then Tenant will provide written notice of such failure to such holder and such holder will have an additional fifteen (15) days within which to cure the default. If the default cannot be cured within such 15-day period, then the holder will have such additional time as may be necessary to effect the cure if, within such 15-day period, the holder has commenced and is diligently pursuing the cure (including without limitation commencing foreclosure proceedings if necessary to effect the cure).

#### **15.4 Estoppel Certificates.**

**15.4.1.** Upon Landlord's written request, Tenant will execute, acknowledge and deliver to Landlord a written statement, addressed to any Estoppel Addressee designated by Landlord, in form reasonably satisfactory to such Estoppel Addressee, certifying: (a) that this Lease (and all guaranties, if any) is unmodified and in full force and effect (or, if there have been any modifications, that this Lease is in full force and effect, as modified, and stating the modifications); (b) that this Lease has not been canceled or terminated; (c) the last date of payment of Rent and the time period covered by such payment; (d) whether there are then existing any breaches or defaults by Landlord under this Lease known to Tenant, and, if so, specifying the same; (e) specifying, to Tenant's knowledge, any existing Claims or defenses in favor of Tenant against the enforcement of this Lease (or of any guaranties); and (f) such other factual statements as any Estoppel Addressee may request. Tenant will deliver the statement to Landlord or any other Estoppel Addressee (as Landlord may direct) within twenty (20) days after Landlord's request. Each Estoppel Addressee may conclusively rely upon such statement as true and correct.

**15.4.2.** If Tenant does not timely deliver to Landlord the statement referenced in Section 15.4.1, Landlord and any lender, prospective lender, investor or purchaser may conclusively presume and rely that, except as otherwise represented by Landlord, (a) the terms and provisions of this Lease have not been changed; (b) this Lease has not been canceled or terminated; (c) not more than one month's Rent has been paid in advance; and (d) Landlord is not in default in the performance of any of its obligations under this Lease. In such event, Tenant is estopped from denying the truth of such facts.

### **ARTICLE 16. SURRENDER; HOLDING OVER**

**16.1 Surrender of Premises.** Tenant will surrender the Premises to Landlord at the expiration or earlier termination of this Lease in good order, condition and repair, reasonable wear and tear permitted, Alterations and damage by casualty or condemnation excepted, and will surrender all keys to the Premises to Property Manager or to Landlord at the place then fixed for Tenant's payment of Basic Rent or as Landlord or Property Manager otherwise direct. Tenant will also inform Landlord of all combinations on locks, safes and vaults, if any, on the Premises or on the Property. Tenant will at such time remove all of its property from the Premises and, if Landlord so requires when same are approved by Landlord, all specified Alterations and Tenant's Improvements placed on the Premises (except that Tenant shall have no obligation to remove ordinary office Improvements). Tenant will promptly repair any damage to the Premises caused by such removal. In all events, Tenant shall remove the low voltage data cabling and wiring from the Premises upon the expiration or earlier termination of this Lease.

**16.2 Holding Over.** If Tenant possesses the Premises after the Term expires or this Lease is otherwise terminated without executing a new lease but with Landlord's written consent, Tenant is deemed to be occupying the Premises as a tenant from month-to-month, subject to all provisions, conditions and obligations of this Lease applicable to a month-to-month tenancy and any other reasonable conditions of Landlord's consent, except that (a)

Basic Rent will equal the greater of Basic Rent payable by Tenant in the last year of the Term or Landlord's then current basic rent for the Premises according to Landlord's rental rate schedule for prospective tenants, and (b) either Landlord or Tenant may terminate the month-to-month tenancy at any time upon thirty (30) days prior written notice to the other party. If Tenant possesses the Premises after the Term expires or this Lease is otherwise terminated without executing a new lease and without Landlord's written consent, Tenant is deemed to be occupying the Premises without claim of right (but subject to all terms and conditions of this Lease) and, in addition to Tenant's liability for failing to surrender possession of the Premises as provided in Section 16.1, Tenant will pay Landlord a charge for each day of occupancy after expiration of the Term in an amount equal to 150% of Tenant's then-existing Basic Rent (on a monthly basis).

**16.3 Failure to Surrender Premises as Required.** If Tenant fails to surrender the Premises, or any portion thereof, at the time, in the condition and otherwise in accordance with the requirements of Section 16.1, then Tenant (a) releases Landlord from, (b) will be liable to Landlord for, and (c) to the fullest extent allowable under the Laws, will indemnify, protect, defend (with counsel reasonably acceptable to Landlord) and hold harmless Landlord from and against, any and all Claims resulting from such failure, including, without limitation, any Claims resulting from Landlord's loss of, or any Claims made by, any actual or potential succeeding tenant or occupant of the Premises due to or founded on any such failure. Further, all property of Tenant not removed from the Premises or the Property as required under Section 16.1 will be conclusively deemed abandoned. Landlord may thereupon remove all such abandoned property from the Property and cause its transportation and storage in a public warehouse or elsewhere at the sole cost and expense and for the account of Tenant. If Tenant fails to pay any of the storage charges therefor, Landlord may cause such property to be sold or otherwise disposed of without further obligation or any accounting to Tenant. Landlord will not be liable for damage, theft, misappropriation or loss of any such property or in any other manner in respect thereto.

## ARTICLE 17. ADDITIONAL PROVISIONS

### 17.1 Initial Improvements.

**17.1.1. Landlord's Improvements.** Landlord will provide, at no cost to Tenant, Landlord's Improvements.

**17.1.2. Tenant's Improvements.** Tenant will cause to be designed and constructed, at Tenant's sole cost and expense, but subject to the Improvement Allowance, all Tenant's Improvements, which will be designed and constructed as described in the work letter attached hereto as **EXHIBIT "F-1" and incorporated herein by reference** Tenant's Improvements shall become the property of Landlord and a part of the Building immediately upon installation.

### 17.2 Intentionally Omitted.

## ARTICLE 18. MISCELLANEOUS PROVISIONS

**18.1 Notices.** All Notices must be in writing and must be sent by personal delivery, United States registered or certified mail (postage prepaid) or by an independent overnight courier service, addressed to the addresses specified in the Basic Terms or at such other place as either party may designate to the other party by written notice given in accordance with this Section. Notices given by mail are deemed effective three (3) Business Days after the party sending the Notice Deposits the Notice with the United States Post Office. Notices delivered by courier are deemed effective on the next Business Day after the day the party delivering the Notice timely deposits the Notice with the courier for overnight (next day) delivery.

**18.2 Transfer of Landlord's Interest.** If Landlord Transfers any interest in the Premises for any reason other than collateral security purposes, Landlord is automatically relieved of all obligations on the part of Landlord accruing under this Lease from and after the date of the Transfer, provided that the transferee assumes all of Landlord's obligations accruing subsequent to the Transfer and further provided that the Landlord delivers to the transferee any funds the Landlord holds in which Tenant has an interest (such as a Security Deposit). Except as specifically set forth in the first sentence of this Section, Landlord's covenants and obligations under this Lease bind each successive

landlord only during and with respect to its respective period of ownership. However, notwithstanding any such Transfer, the Landlord remains entitled to the benefits of Tenant's indemnity and insurance obligations (and similar obligations) under this Lease with respect to matters arising or accruing during the Landlord's period of ownership.

**18.3 Successors.** The covenants and agreements contained in this Lease bind and inure to the benefit of Landlord, its successors and assigns, and bind Tenant and its successors and assigns and inure to the benefit of Tenant and its permitted successors and assigns.

**18.4 Captions and Interpretation.** The captions of the Articles and Sections of this Lease are to assist the parties in reading this Lease and are not a part of the terms or provisions of this Lease. Whenever required by the context of this Lease, the singular includes the plural, and the plural includes the singular.

**18.5 Relationship of Parties.** This Lease does not create the relationship of principal and agent, or of partnership, joint venture, or of any association or relationship between Landlord and Tenant other than that of landlord and tenant.

**18.6 Entire Agreement; Amendment.** The Basic Terms and all exhibits, addenda and schedules attached to this Lease are incorporated into this Lease as though fully set forth in this Lease and together with this Lease contain the entire agreement between the parties with respect to the improvement and leasing of the Premises. All prior and contemporaneous negotiations, including, without limitation, any letters of intent or other proposals and any drafts and related correspondence, are merged into and superseded by this Lease. This Lease may be amended only by written instrument signed by the Parties hereto.

**18.7 Severability.** If any covenant, condition, provision, term or agreement of this Lease is, to any extent, held invalid or unenforceable, the remaining portion thereof and all other covenants, conditions, provisions, terms and agreements of this Lease will not be affected by such holding and will remain valid and in force to the fullest extent permitted by Laws.

**18.8 Landlord's Limited Liability.** Notwithstanding any sovereign immunity rights to the contrary, Tenant will look solely to Landlord's interest in the Property for recovering any judgment or collecting any obligation from Landlord or any other Landlord Party. Tenant agrees that neither Landlord nor any other Landlord Party will be personally liable for any judgment or deficiency decree.

**18.9 Survival.** All of Tenant's and Landlord's obligations under this Lease (together with interest on payment obligations at the Prime Rate plus two percent (2%) per year) accruing prior to expiration or other termination of this Lease survive the expiration or other termination of this Lease. Further, all of Tenant's and Landlord's release, indemnification, defense and hold harmless obligations under this Lease survive the expiration or other termination of this Lease, without limitation.

**18.10 Brokers.** Landlord and Tenant each represents and warrants to the other that it has not had any dealings with any realtors, brokers, finders or agents in connection with this Lease (except as may be specifically set forth in the Basic Terms) and releases and will indemnify, defend and hold the other harmless from and against any Claim based on the failure or alleged failure to pay any realtors, brokers, finders or agents (other than any brokers specified in the Basic Terms) and from any cost, expense or liability for any compensation, commission or changes claimed by any realtors, brokers, finders or agents (other than any brokers specified in the Basic Terms) claiming by, through or on behalf of it with respect to this Lease or the negotiation of this Lease. Landlord will pay any brokers named in the Basic Terms in accordance with the applicable listing agreement for the Property.

**18.11 Governing Law.** This Lease is governed by, and must be interpreted under, the internal laws of the State of Florida. Any suit arising from or relating to this Lease must be brought in Hillsborough County or, if the suit is brought in federal court, in any federal court appropriate for suits arising in Hillsborough County. Landlord and Tenant waive the right to bring suit elsewhere.

**18.12 Time is of the Essence.** Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

**18.13 Joint and Several Liability.** All parties signing this Lease as Tenant and any Guarantor(s) of this Lease are jointly and severally liable for performing all of Tenant's obligations under this Lease.

**18.14 Tenant's Waiver.** Any Claim Tenant may have against Landlord for default in performance of any of Landlord's obligations under this Lease is deemed waived unless Tenant notifies Landlord of the default within thirty (30) days after Tenant knew or should have known of the default.

**18.15 Authority.** Each of Landlord and Tenant represents and warrants they are in good standing under the laws of the State of Florida, they are each qualified to conduct business in the State of Florida, and that they are duly authorized to sign on behalf of and to bind the applicable party and that this Lease is a duly authorized obligation of such party.

**18.16 Force Majeure.** If Landlord is delayed or prevented from performing any act required in this Lease (excluding, however, the payment of money) by reason of Tenant Delay or Force Majeure, Landlord's performance of such act is excused for the period of delay caused by such Tenant Delay or Force Majeure and the period of the performance of any such act will be extended for a period equivalent to such period of delay. If Tenant is delayed or prevented from performing any act required in this Lease (excluding, however, the payment of money) by reason of Force Majeure, Tenant's performance of such act is excused for the period of delay caused by such Force Majeure and the period of the performance of any such act will be extended for a period equivalent to such period of delay.

**18.17 Management.** Property Manager is authorized to manage the Property. Landlord appointed Property Manager to act as Landlord's agent for leasing, managing and operating the Property. The Property Manager then serving is authorized to receive and give notices and demands on Landlord's behalf.

**18.18 Financial Statements.** The following provisions of this Section 18.18 shall not apply to the named tenant hereunder (i.e., Teachers Insurance and Annuity Association of America) so long as the named tenant's financial statements are publicly available online. Tenant will, without charge to Landlord, at any time and from time to time within thirty (30) days after written request by Landlord (but not more than once each calendar year), deliver to Landlord copies of Tenant's audited financial statement for the then most recently ended fiscal year of Tenant, and for the preceding two fiscal years, including the certification of its auditor and any and all auditors' notes thereto, and the similar financial statement of any and all Guarantors. The aforesaid financial statements must be prepared according to generally accepted accounting principles consistently applied and must include, without limitation, the Tenant's (and, if applicable, Guarantors') balance sheet, income statement, cash flow statement, statement of sources and uses and such other statements reasonably requested by Landlord. Such financial statements must also be certified by an independent certified public accountant or by Tenant's (or Guarantor's, as the case may be) chief financial officer that the same are a true, complete and correct statement of Tenant's (or Guarantor's) financial condition as of the date of such financial statements.

**18.19 Quiet Enjoyment.** Landlord covenants that Tenant will quietly hold, occupy and enjoy the Premises during the Term, subject to the terms and conditions of this Lease, free from molestation or hindrance by Landlord or any person claiming by, through or under Landlord, if Tenant pays all Rent as and when due and keeps, observes and fully satisfies all other covenants, obligations and agreements of Tenant under this Lease (subject to any applicable notice and cure period).

**18.20 Signs.** Landlord will provide to Tenant (a) one building standard tenant identification sign adjacent to the entry door of the Premises and (b) one building standard directory listing in the lobby of the Building. The signs will conform to Landlord's sign criteria. Landlord will maintain the signs in good condition and repair during the Term at Tenant's sole cost and expense. Tenant will not install or permit to be installed in the Premises any other sign, decoration or advertising material of any kind that is visible from the exterior of the Premises without Landlord's consent (not to be unreasonably withheld, delayed or conditioned). Professionally prepared signage consistent with Tenant's corporate-wide signage program (including FINRA-required vinyl signage) similar to that shown in Exhibit

I is hereby approved by Landlord. Landlord may immediately remove, at Tenant's sole cost and expense, any sign, decoration or advertising material that violates this Section.

**18.21 No Recording; Digital Image.** Tenant will not record this Lease or any memorandum of this Lease. Landlord and Tenant agree to accept a digital image of this Lease, as executed, as a true and correct original and admissible for the purposes of state law, Federal Rule of Evidence 1002, and like statutes and regulations.

**18.22 Nondisclosure of Lease Terms.** The terms and conditions of this Lease constitute proprietary information of Landlord that Tenant will keep confidential. Tenant's disclosure of the terms and conditions of this Lease could adversely affect Landlord's ability to negotiate other leases and impair Landlord's relationship with other tenants. Accordingly, Tenant, without Landlord's consent (which consent Landlord may grant or withhold in its sole and absolute discretion), will not directly or indirectly disclose the terms and conditions of this Lease to any other tenant or prospective tenant of the Building or to any other person or entity other than in connection with the enforcement of this Lease, as required by applicable law or court order, or to Tenant's brokers, attorneys, advisors, consultants, accountants, employees and agents who have a legitimate need to know such information (and who will also keep the same in confidence).

**18.23 Construction of Lease and Terms.** The terms and provisions of this Lease represent the results of negotiations between Landlord and Tenant, each of which are sophisticated parties and each of which has been represented or been given the opportunity to be represented by counsel of its own choosing, and neither of which has acted under any duress or compulsion, whether legal, economic or otherwise. Consequently, the terms and provisions of this Lease must be interpreted and construed in accordance with their usual and customary meanings, and Landlord and Tenant each waive the application of any Law that is ambiguous or conflicts with the terms or provisions contained in this Lease. Landlord's submission of this instrument to Tenant for examination or signature by Tenant does not constitute a reservation of or an option to lease and is not effective as a lease or otherwise until Landlord and Tenant both execute and deliver this Lease. The parties agree that, regardless of which party provided the initial form of this Lease, drafted or modified one or more provisions of this Lease, or compiled, printed or copied this Lease, this Lease is to be construed solely as an offer from Tenant to lease the Premises, executed by Tenant and provided to Landlord for acceptance on the terms set forth in this Lease, which acceptance and the existence of a binding agreement between Tenant and Landlord may then be evidenced only by Landlord's execution of this Lease.

**18.24 Anti-Terrorism Representation.** Neither Tenant nor any of its Affiliates or constituents nor, to Tenant's knowledge, any brokers or other agents of same, have engaged in any dealings or transactions, directly or indirectly, (i) in contravention of any U.S., international or other money laundering regulations or conventions, including without limitation, the United States Bank Secrecy Act, the United States Money Laundering Control Act of 1986, the United States International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001, Trading with the Enemy Act (50 U.S.C. § 1 et seq., as amended), or any foreign asset control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto, or (ii) in contravention of Executive Order No. 13224 dated September 24, 2001 issued by the President of the United States (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), as may be amended or supplemented from time to time ("**Anti-Terrorism Order**") or on behalf of terrorists or terrorist organizations, including those persons or entities that are included on any relevant lists maintained by the United Nations, North Atlantic Treaty Organization, Organization of Economic Cooperation and Development, Financial Action Task Force, U.S. Office of Foreign Assets Control, U.S. Securities & Exchange Commission, U.S. Federal Bureau of Investigation, U.S. Central Intelligence Agency, U.S. Internal Revenue Service, or any country or organization, all as may be amended from time to time. Neither Tenant nor any of its Affiliates or constituents nor, to the best of Tenant's knowledge, any brokers or other agents of same, (a) are or will be conducting any business or engaging in any transaction with any person appearing on the U.S. Treasury Department's Office of Foreign Assets Control list of restrictions and prohibited persons, or (b) are a person described in Section 1 of the Anti-Terrorism Order, and to the best of Tenant's knowledge neither Tenant nor any of its Affiliates have engaged in any dealings or transactions, or otherwise been associated with any such person. If at any time this representation becomes false then it shall be considered a default under the Lease, and Landlord shall have the right to exercise all of the remedies set forth in the Lease upon an Event of Default or to terminate the Lease immediately.

**18.25 Radon Gas Disclosure.** Pursuant to Florida Statute Section 404.056(8), the following notification must be provided on any leasing agreement with respect to any building in Florida, which is executed on or after January 1, 1989 - "RADON GAS: Radon Gas 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."

**18.26 FAA Required Language.** During the Term of this Lease to the extent applicable, the Parties agree to comply with the federally-required language contained in Exhibit H, Non-Discrimination, which is attached hereto and incorporated herein by reference.

**18.27 Landlord Approvals.** Except as otherwise indicated elsewhere in this Lease, wherever in this Lease approvals are required to be given or received by Landlord, it is understood that the Landlord's Chief Executive Officer is hereby empowered to act on behalf of Landlord.

**18.28 Counterparts; Electronic Transmission.** This Lease may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. To facilitate execution of this Lease, the parties may execute and deliver counterparts hereof (or counterparts of the signature page or pages hereof) by facsimile or electronic transmission, and such facsimile or electronically transmitted counterparts will be binding and enforceable to the same extent as originals thereof.

*[The remainder of this page is intentionally left blank]*

IN WITNESS WHEREOF, the Parties hereto have set their hands and corporate seals on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_.

ATTEST:

HILLSBOROUGH COUNTY AVIATION AUTHORITY

\_\_\_\_\_, Secretary

By: \_\_\_\_\_, Chairman

Address: P. O. Box 22287  
Tampa, FL 33622

Address: P. O. Box 22287  
Tampa, FL 33622

Signed, sealed, and delivered  
in the presence of:

\_\_\_\_\_  
Witness Signature

LEGAL FORM APPROVED:

\_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
David Scott Knight  
Assistant General Counsel

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Name

HILLSBOROUGH COUNTY AVIATION AUTHORITY

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 202\_, by \_\_\_\_\_ in the capacity of Chairman, and by \_\_\_\_\_ in the capacity of Secretary, of the Board of Directors, Hillsborough County Aviation Authority, an independent special district under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

\_\_\_\_\_  
Signature of Notary Public – State of Florida

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name of Notary Public)

TEACHERS INSURANCE AND ANNUITY  
ASSOCIATION OF AMERICA

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Address

TEACHERS INSURANCE AND ANNUITY  
ASSOCIATION OF AMERICA

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online  
notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 202\_, by \_\_\_\_\_ as  
\_\_\_\_\_  
(type of authority) for \_\_\_\_\_  
(name of party on behalf of whom instrument was executed)

\_\_\_\_\_  
Signature of Notary Public – State of \_\_\_\_\_

\_\_\_\_\_  
Print, Type or Stamp Commissioned Name of Notary Public

Personally known to me OR Produced Identification

Type of Identification Produced





**EXHIBIT “A”**

**DEFINITIONS**

“**Additional Rent**” means any charge, fee or expense (other than Basic Rent) payable by Tenant under this Lease, however denoted.

“**Affiliate**” means any person or entity that, directly or indirectly, controls, is controlled by or is under common control with Tenant. For purposes of this definition, “control” means possessing the power to direct or cause the direction of the management and policies of the Tenant by the ownership of a majority of the voting interests of the Tenant or otherwise.

“**Alteration**” means any change, alteration, addition or improvement to the Premises or Property.

“**Anti-Terrorism Order**” shall have the meaning set forth in Article 18 of this Lease.

“**Authority**” means the Hillsborough County Aviation Authority, an independent special district existing under the laws of the State of Florida.

“**Bankruptcy Code**” means the United States Bankruptcy Code as the same now exists and as the same may be amended, including any and all rules and regulations issued pursuant to or in connection with the United States Bankruptcy Code now in force or in effect after the Effective Date.

“**Basic Rent**” means the basic rent amounts specified in the Basic Terms.

“**Basic Terms**” means the terms of this Lease identified as the “Basic Terms” before Article 1 of this Lease.

“**Building**” means that certain nine story office building commonly known as “SkyCenter One”, and located at 5411 SkyCenter Drive, Tampa, Florida 33607.

“**Building Rules**” means those certain rules attached to this Lease as **EXHIBIT “E”**, as Landlord may amend the same from time to time.

“**Business Days**” means any day other than Saturday, Sunday or a legal holiday observed by the Landlord.

“**Business Hours**” means Monday through Friday from 7:00 a.m. to 6:00 p.m. and on Saturdays from 8:00 a.m. to 1:00 p.m., excluding the following holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.

“**Claims**” means all claims, actions, demands, liabilities, damages, costs, penalties, forfeitures, losses or expenses, including, without limitation, reasonable attorneys’ fees and the costs and expenses of enforcing any indemnification, defense or hold harmless obligation under this Lease.

“**Commencement Date**” means January 1, 2025.

“**Common Areas**” means the parking area, driveways, sidewalks, lobby areas, multitenant corridors, landscaped areas and ponds, if any, and other areas of the Property Landlord may designate from time to time as common areas available to all tenants.

“**Construction Drawings and Specifications**” means all construction drawings and specifications necessary for permitting, bidding and constructing Tenant’s Improvements, consistent with Tenant’s approved space plan.

“**Controllable Operating Expenses**” shall mean Operating Expenses exclusive of: (i) snow and ice removal costs, (ii) utility charges, (iii) taxes and assessments, including all Property Taxes, (iv) other governmental impositions, (v) extraordinary security expenses required as a result of federal, state or local government mandate or resulting from a specific terrorism event, (vi) insurance costs, (vii) costs related to statutory increases in the minimum

wage rate, (viii) additional costs incurred by service contracts that are not currently union contracts becoming unionized contracts, and (ix) any other costs not reasonably within the control of Landlord.

**“Effective Date”** This Lease will become binding and effective upon approval and execution by Landlord and Tenant.

**“Estoppel Addressee”** means any one or more of Landlord or any lender, prospective lender, investor or purchaser of all or any part of the Property.

**“Event of Default”** means the occurrence of any of the events specified in Article 14 of this Lease.

**“Expenses”** means the total amount of Property Taxes (including ad valorem taxes), insurance and Operating Expenses due and payable with respect to the Property during any calendar year of the Term.

**“Expiration Date”** means the expiration date specified in the Basic Terms, subject to Section 1.2 herein.

**“Floor Plan”** means the floor plan attached to the Lease as **EXHIBIT “C”**.

**“Force Majeure”** means acts of God; epidemics, pandemics, strikes; lockouts; labor troubles; inability to procure materials; inclement weather; governmental laws or regulations; casualty; orders or directives of any legislative, administrative, or judicial body or any governmental department; inability to obtain any governmental licenses, permissions or authorities (despite commercially reasonable pursuit of such licenses, permissions or authorities); and other similar or dissimilar causes beyond Landlord’s reasonable control.

**“Guarantor”** means any person or entity at any time providing a guaranty of all or any part of Tenant’s obligations under this Lease.

**“Hazardous Materials”** means any of the following, in any amount: (a) any petroleum or petroleum product, asbestos in any form, urea formaldehyde and polychlorinated biphenyls; (b) any radioactive substance; (c) any toxic, infectious, reactive, corrosive, ignitable or flammable chemical or chemical compound; and (d) any chemicals, materials or substances, whether solid, liquid or gas, defined as or included in the definitions of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” “solid waste,” or words of similar import in any federal, state or local statute, law, ordinance or regulation now existing or existing on or after the Effective Date as the same may be interpreted by government offices and agencies; provided, however, that notwithstanding all of the foregoing, for all purposes of this Lease the term “Hazardous Materials” does not and is not intended to include fungus, mold or mildew of any type or kind, or any spores, secretions, or other substances or odors emanating from or relating to any fungus, mold or mildew of any type or kind.

**“Hazardous Materials Laws”** means any federal, state or local statutes, laws, ordinances or regulations now existing or existing after the Effective Date that control, classify, regulate, list or define Hazardous Materials or require remediation of Hazardous Materials contamination.

**“Improvement Allowance”** means the improvement allowance specified in the Basic Terms.

**“Improvements”** means collectively, the Landlord’s Improvements and the Tenant’s Improvements.

**“Land”** means that certain real property legally described on the attached **EXHIBIT “B”**; provided, however, nothing herein shall prohibit Landlord from subdividing, platting, redeveloping, selling or conveying to third parties, adding to, or otherwise changing or reconfiguring such portions of the Land which do not materially affect the Premises or Tenant’s rights hereunder.

**“Landlord”** the Landlord is the Hillsborough County Aviation Authority, an independent special district under the laws of the State of Florida. In the event that Landlord transfers its interest to a transferee, then such transferee will become the Landlord.

“**Landlord’s Improvements**” means the improvements to the Premises set forth in Article 17 above and described on the attached **EXHIBIT “F”**.

“**Landlord Parties**” means Landlord and Property Manager and their respective officers, directors, partners, shareholders, members of Landlord’s governing body, volunteers, agents, and employees.

“**Laws**” means any law, regulation, rule, order, statute or ordinance of any governmental entity in effect on or after the Effective Date and applicable to the Property or the use or occupancy of the Property, including, without limitation, Hazardous Materials Laws.

“**Lease**” means this Office Lease Agreement, as the same may be amended or modified after the Effective Date.

“**Mortgage**” means any mortgage, deed of trust, ground lease, “synthetic” lease, security interest or other security document of like nature that at any time may encumber all or any part of the Property and any replacements, renewals, amendments, modifications, extensions or refinancings thereof, and each advance (including future advances) made under any such instrument.

“**Net Rent**” means all rental Landlord actually receives from any reletting of all or any part of the Premises, less any indebtedness from Tenant to Landlord other than Rent (which indebtedness is paid first to Landlord) and less the Re-entry Costs (which costs are paid second to Landlord).

“**Notices**” means all notices, demands or requests that may be or are required to be given, demanded or requested by either party to the other party as provided in this Lease.

“**Operating Expenses**” means all documented expenses Landlord incurs in connection with maintaining, repairing and operating the Property, as determined by Landlord in accordance with generally accepted accounting principles consistently followed, including, but not limited to, the following: insurance premiums and deductible amounts under any insurance policy; maintenance and repair costs; steam, electricity, water, sewer, gas and other utility charges; fuel; lighting; window washing; janitorial services; trash and rubbish removal; the cost of alarm, security and similar services; costs of Building wireless or hardwired telecommunications and internet systems, property association fees and dues, all payments under any Permitted Encumbrances, including, without limitation, assessments, fees, dues and other amounts charged by any owner’s association for the Building or the Property and/or under any Restrictive Covenants (as defined in the Building Rules), except that payments and other amounts due under any Mortgages shall be excluded from Operating Expenses; costs of maintaining drives; wages payable to persons at the level of manager and below whose duties are connected with maintaining and operating the Property (but only for the portion of such persons’ time allocable to the Property), together with all payroll taxes, unemployment insurance, vacation allowances and disability, pension, profit sharing, hospitalization, retirement and other so-called “fringe benefits” paid in connection with such persons (allocated in a manner consistent with such persons’ wages); amounts paid to contractors or subcontractors for work or services performed in connection with maintaining and operating the Property and security services at the Property; all costs of uniforms, supplies and materials used in connection with maintaining, repairing and operating the Property; any expense imposed upon Landlord, its contractors or subcontractors pursuant to Laws or pursuant to any collective bargaining agreement covering such employees; all services, supplies, repairs, replacements or other expenses for maintaining and operating the Property; costs of complying with Laws; reasonable management fees (not to exceed on an annual basis 3% of gross revenues) and the costs (including rental) of maintaining a building or management office in or serving the Building (provided the costs of any such office serving more than one building shall be apportioned to the Building in a reasonable manner); and such other expenses as may ordinarily be incurred in connection with maintaining and operating an office complex similar to the Property. The term “**Operating Expenses**” also includes expenses Landlord incurs in connection with public sidewalks adjacent to the Property and any pedestrian walkway system (either above or below ground) and any other public facility to which Landlord or the Property is from time to time subject in connection with operating the Property. The term “**Operating Expenses**” does not include (i) the cost of any capital expenditure to the Property other than replacements required for normal maintenance and repair; (ii) the cost of repairs, restoration or other work occasioned by fire, windstorm or other insured casualty other than the amount of any deductible under any insurance policy (regardless whether the deductible is payable by Landlord in connection with a capital expenditure); (iii) expenses Landlord incurs in connection with leasing or procuring tenants or renovating space for new or existing tenants; (iv) legal expenses incident to Landlord’s enforcement of any lease; (v) interest or principal payments on any

mortgage or other indebtedness of Landlord; (vi) allowance or expense for depreciation or amortization; (vii) advertising and other promotional costs and expenses, attorneys' fees, costs and disbursements and other expenses incurred in negotiating or executing leases or in resolving disputes with other tenants, other occupants, or other prospective tenants or occupants of the Property or any portion thereof, collecting rents or otherwise enforcing leases of other tenants of the Property or any portion thereof; (viii) costs and expenses of special services rendered to particular tenants of the Property or any portion thereof or that exclusively benefit another tenant or tenants of the Property or any portion thereof; (ix) costs of electrical energy furnished and metered directly to tenants of the Property or any portion thereof or for which Landlord is reimbursed by tenants as additional rental over and above any such tenant's base rental or pass through of operating costs; (x) except for the amortization of the cost of capital investment items as expressly set forth below, Operating Expenses shall not include any cost or expenditure that would be classified as a capital expense under generally accepted accounting principles consistently applied; (xi) costs and expenses incurred by Landlord for which Landlord is actually reimbursed by parties other than tenants of the Property, including, without limitation, insurance proceeds; (xii) costs and expenses attributable to the correction of any construction defects in the initial construction of the Property or the construction of any additions to the Property; (xiii) finance and debt service costs for the Property or any portion thereof and rental under any ground or underlying lease or leases for the Property or any portion thereof; (xiv) Landlord's general overhead except as it directly relates to the operation, management, maintenance, repair and security of the Property, and the costs of wages, salaries, or other compensation paid to any executive employees of Landlord above the grade of "Property Manager" or paid to employees of Landlord who are not employed full time, on site at the Property (unless prorated in accordance with reasonable and consistent criteria); (xv) costs and expenses for items and services for which Tenant reimburses Landlord or pays third persons, to the extent of such reimbursement or payment; (xvi) costs, fines or penalties incurred due to violations by Landlord of any governmental rule or authority, other than any such cost, fine or penalty (not otherwise paid by Tenant) incurred due to any violation caused by any act or omission of Tenant, its employees or agents; (xvii) costs and expenses associated with the removal, remediation or encapsulation of asbestos or other hazardous or toxic substances not introduced by Tenant; (xviii) any costs or expenses incurred in compliance with new or revised federal or state laws or municipal ordinances, or codes or regulations promulgated under any of the same, requiring modification only to tenant spaces in the Property (i.e., not common areas), including the Premises; (xix) any expenses for repairs or maintenance which are covered by warranties and service contracts, to the extent such maintenance and repairs are made at no cost to Landlord; (xx) any costs representing any amount paid for services and materials (including overhead and profit increments) to a related person, firm, or entity to the extent such amount exceeds the amount that would be paid for such services or materials at the then existing market rates to an unrelated person, firm or corporation; (xxi) the cost of overtime or other expenses to Landlord in curing its defaults; (xxii) any amounts payable by Landlord by way of indemnity or for damages or which constitutes a fine or penalty, including interest or penalties for any late payment; (xxiii) repairs, alterations, and general maintenance paid by proceeds of insurance and repairs necessitated by violations of law in effect as of the date of the Lease; (xxiv) repairs, alterations, and general maintenance necessitated by the negligence or willful misconduct of Landlord or its agents, employees, or contractors for repairs, alterations, and general maintenance necessitated by the negligence or willful misconduct of any other tenant or occupant of the Property or of any of their respective agents, employees, contractors, invitees, or licensees; (xxv) charitable contributions of Landlord; and (xxvi) any other expense which is not a fair and reasonable direct operating expense of the Property, or under generally accepted accounting principles, consistently applied, would not be considered a normal maintenance, repair, management or operating expense of the Property.

Notwithstanding the foregoing, if Landlord installs equipment in, or makes improvements or alterations to, the Property to reduce energy, maintenance or other costs or to comply with any Laws, Landlord may include in Operating Expenses reasonable charges for interest paid on the investment and reasonable charges for depreciation of the investment so as to amortize the investment over the reasonable life of the equipment, improvement or alteration on a straight line basis.

**"Parking Allowance"** means the parking allowance specified in the Basic Terms.

**"Permitted Encumbrances"** means all easements, declarations, encumbrances, covenants, conditions, reservations, restrictions and other matters now or after the Effective Date affecting title to the Property. Landlord hereby represents, warrants and covenants that to the best of Landlord's knowledge no Permitted Encumbrance impairs Tenant's rights hereunder.

**"Permitted Use"** means Tenant's permitted use of the Premises set forth in Article 4 of this Lease.

“**Premises**” means that certain space situated in the Building shown and designated on the Floor Plan and described in the Basic Terms.

“**Prime Rate**” means the then existing Prime Rate as listed in the Wall Street Journal. If the Prime Rate is no longer published in the Wall Street Journal or is not available then Prime Rate will be the Federal Funds Rate plus 300 basis points.

“**Property**” means, collectively, the Land and the Building located on the Land.

“**Property Manager**” means the property manager specified in the Basic Terms or any other agent Landlord may appoint from time to time to manage the Property.

“**Property Taxes**” means any general real property tax, ad valorem tax, improvement tax, assessment, special assessment, reassessment, in lieu tax, levy, charge, penalty or similar imposition imposed by any authority having the direct or indirect power to tax, including but not limited to, (a) any city, county, state or federal entity, (b) any school, agricultural, lighting, drainage or other improvement or special assessment district, (c) any governmental agency, or (d) any assessment related to the Westshore Alliance. The term “**Property Taxes**” includes all charges or burdens of every kind and nature Landlord incurs in connection with using, occupying, owning, operating, leasing or possessing the Property, without particularizing by any known name and whether any of the foregoing are general, special, ordinary, extraordinary, foreseen or unforeseen; any tax or charge for fire protection, street lighting, streets, sidewalks, road maintenance, refuse, sewer, water or other services provided to the Property. The term “**Property Taxes**” does not include Landlord’s state or federal income, franchise, gift, margin, transfer, estate or inheritance taxes, nor does it include any charges, fees, penalties, costs or interest paid or payable by Landlord in connection with the delinquent payment of any tax, assessment or governmental charge. If Landlord is entitled to pay, and elects to pay, any of the above listed assessments or charges in installments over a period of two (2) or more calendar years, then only such installments of the assessments or charges (including interest thereon) as are actually paid in a calendar year will be included within the term “**Property Taxes**” for such calendar year.

“**Re-entry Costs**” means all costs and expenses Landlord incurs re-entering or reletting all or any part of the Premises, including, without limitation, all costs and expenses Landlord incurs (a) maintaining or preserving the Premises after an Event of Default; (b) recovering possession of the Premises, removing persons and property from the Premises (including, without limitation, court costs and reasonable attorneys’ fees) and storing such property; (c) reletting, renovating or altering the Premises; and (d) real estate commissions, advertising expenses and similar expenses paid or payable in connection with reletting all or any part of the Premises. “**Re-entry Costs**” also include the value of free rent and other concessions Landlord gives in connection with re-entering or reletting all or any part of the Premises.

“**Renewal Term**” shall have the meaning set forth in Article 1 of this Lease.

“**Rent**” means, collectively, Basic Rent and Additional Rent.

“**Rent Tax**” means any tax or excise on rents and other sums and charges required to be paid by Tenant under this Lease, any margin tax, gross receipts tax, transaction privilege tax or other tax, however described, which is levied or assessed by the United States of America, the State of Florida, or any other applicable governmental entity, against Landlord in respect to the Basic Rent, Additional Rent or other charges payable under this Lease or as a result of Landlord’s receipt of such rents or other sums or charges accruing under this Lease; provided, that “**Rent Tax**” does not include any federal, state or local income tax or other tax, however denominated, which is applied to or measured by the net income of Landlord.

“**Security Deposit**” means the security deposit specified in the Basic Terms.

“**Structural Alterations**” means any Alterations involving the structural, mechanical, electrical, plumbing, fire/life safety or heating, ventilating and air conditioning systems of the Building.

“**Taking**” means the exercise by a Condemning Authority of its power of eminent domain on all or any part of the Property, either by accepting a deed in lieu of condemnation or by any other manner.

“**Tenant**” means the tenant identified in the Lease and such Tenant’s permitted successors and assigns. In any provision relating to the conduct, acts or omissions of “**Tenant**,” the term “**Tenant**” includes the Tenant identified in the Lease and such Tenant’s agents, employees, contractors, invitees, successors, assigns and others using the Premises or on the Property with Tenant’s express or implied permission.

“**Tenant Delay**” means any delay caused or contributed to by Tenant, including, without limitation, with respect to Tenant’s Improvements, Tenant’s failure to timely prepare or approve a space plan for Tenant’s Improvements, Tenant’s failure to timely prepare or approve of plans, and any delay from any revisions Tenant proposes to the approved plans. A Tenant Delay excuses Landlord’s performance of any obligation related thereto for a period equal to (a) the duration of the act, occurrence or omission that constitutes the Tenant Delay, or (b) if longer, the period of delay actually caused by such Tenant Delay.

“**Tenant Parties**” means Tenant and its respective officers, directors, partners, shareholders, members and employees.

“**Tenant’s Improvements**” means the improvements to the Premises set forth in Article 17 above and described on **EXHIBIT “F-1”** attached hereto.

“**Tenant’s Share of Expenses**” means the product obtained by multiplying the amount of Expenses for the period in question by the Tenant’s Share of Expenses Percentage.

“**Tenant’s Share of Expenses Percentage**” means the percentage specified in the Basic Terms, as such percentage may be adjusted in accordance with the terms and conditions of this Lease.

“**Term**” means the Initial Term of this Lease specified in the Basic Terms and, if applicable, any Renewal Term then in effect.

“**Transfer**” means an assignment, sublease, license, or other conveyance (voluntarily, by operation of law or otherwise) of this Lease or the Premises or any interest in this Lease or the Premises. The term “**Transfer**” also includes any assignment, transfer or other disposal (voluntarily, by operation of law or otherwise) of any ownership interest in Tenant or any Guarantor that results or could result in a change of control of Tenant or any Guarantor.

**EXHIBIT "B"**

**LEGAL DESCRIPTION OF THE LAND**

The land referred to herein below is situated in the County of Hillsborough, State of Florida, and described as follows:

A parcel of land lying within Section 18, Township 29 South, Range 18 East, Hillsborough County, Florida, being more particularly described as follows:

Commence at the Northeast corner of Section 18, Township 29 South, Range 18 East, Hillsborough County, Florida, and run thence along the East boundary line of said Section 18, S00°29'29"W, 783.37 feet; thence departing said boundary line, N89°07'51"W, 651.41 feet to the Point of Beginning; thence S00°52'06"W, 204.52 feet; thence N88°50'51"W, 104.95 feet; thence S00°52'06"W, 330.23 feet; thence N89°07'54"W, 337.12 feet; thence N01°10'41"E, 151.88 feet; thence N00°48'36"E, 147.22 feet; thence N02°26'58"E, 142.73 feet; thence N36°28'30"E, 42.06 feet; thence N02°33'50"E, 58.30 feet; thence S89°07'51"E, 411.25 feet to the Point of Beginning.



EXHIBIT "C"

FLOOR PLAN

The security information contained in this document is exempt from disclosure under the Florida Public Records Act, including but not limited to, Florida Statute sections §119.071, §281.301 and §331.22.

**EXHIBIT "D"**

**COMMENCEMENT DATE MEMORANDUM**

THIS COMMENCEMENT DATE MEMORANDUM ("Memorandum") is made and entered into as of \_\_\_\_\_, \_\_\_\_ by and between the HILLSBOROUGH COUNTY AVIATION AUTHORITY, an independent special district under the laws of the State of Florida, as "**Landlord**," and TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA, a New York corporation, ("**Tenant**").

RECITALS:

1. Landlord and Tenant are party to a certain Office Lease Agreement dated as of \_\_\_\_\_, \_\_\_\_ ("**Lease**"), relating to certain premises ("**Premises**") located in the building commonly known as "SkyCenter One," located at 5411 Sky Center Drive, Tampa, Florida 33607 ("**Building**").

2. Landlord and Tenant desire to confirm the Commencement Date and the Expiration Date (as such terms are currently defined in the Lease) and the other items set forth herein.

ACKNOWLEDGMENTS:

Pursuant to Section 1.2.2 of the Lease and in consideration of the facts set forth in the Recitals, Landlord and Tenant acknowledge and agree as follows:

1. All capitalized terms not otherwise defined in this Memorandum have the meanings ascribed to them in the Lease.

2. The Commencement Date under the Lease is \_\_\_\_\_.

3. The Expiration Date under the Lease is \_\_\_\_\_, unless the Lease is sooner terminated in accordance with the terms and conditions of the Lease.

4. The Premises consists of \_\_\_\_\_ rentable square feet.

5. Item 5 of the Basic Terms shall be amended as follows:

**Basic Rent:**

Months	Annual Basic Rent	Monthly Installments
1-____	\$_____ (per rentable square foot)	\$_____
_____	\$_____ (per rentable square foot)	\$_____

6. The Initial Tenant's Share of Expenses Percentage is \_\_\_\_\_%.

*[The remainder of this page is intentionally left blank]*

**EXHIBIT "E"**

**BUILDING RULES**

1. Tenant, its agents, employees, contractors, licensees, customers and invitees must not obstruct sidewalks, entrances, passages, corridors, vestibules, halls, elevators, or stairways in and about the Property which are used in common with other tenants and their agents, employees, contractors, licensees, customers and invitees, and which are not a part of the Premises. Tenant must not place objects against glass partitions or doors or windows which would be unsightly from the Building corridors or from the exterior of the Building, or that would interfere with the operation of any device, equipment, radio, television broadcasting or reception from or within the Building or elsewhere and must not place or install any projections, antennas, aerials or similar devices inside or outside of the Premises or on the Building.

2. Unless expressly permitted by Landlord, Tenant must not attach any lock to any door or window or make or cause to be made any keys for any door other than those provided by Landlord. If Tenant desires more than two keys for one lock, Landlord may provide the same upon payment by Tenant. Upon termination of this Lease or of Tenant's right to possess the Premises, Tenant must provide Landlord with all combinations to safes, cabinets and vaults.

3. Tenant must install any carpeting cemented down by Tenant with a releasable adhesive. If Tenant violates the foregoing, Landlord may charge its costs to remove the carpet to Tenant.

4. Tenant must not allow any bicycle or other vehicle, or any dog, other than guide dogs for the visually impaired and service animals, or other animal in the offices, halls, corridors, or elsewhere in the Building.

5. Tenant must not throw anything out of the doors or windows, or down any passageways or elevator shafts.

6. Canvassing, soliciting, and peddling in the Building is prohibited and each Tenant must cooperate to prevent the same.

7. Vending machines must not be installed without Landlord's permission, which shall not be unreasonably withheld, delayed or conditioned.

8. Smoking and the use of any tobacco product is prohibited in the Building.

9. Tenant, its agents, employees, contractors, licensees, customers and invitees must, when using the common parking facilities, if any, in and around the Building, observe and obey all signs regarding fire lanes and no parking zones, and when parking always park between the designated lines. Landlord reserves the right to tow away, at the expense of the owner, any improperly parked vehicle. All vehicles are parked at the sole risk of the owner, and Landlord assumes no responsibility for any damage to or loss of vehicles. Tenant, its servants, employees, customers, invitees and guests must not park any trailers, boats or tractors in the common parking facilities.

10. At all times, (a) persons may enter the Building only in accordance with Landlord's regulations, (b) persons entering or departing from the Building may be questioned as to their business in the Building, and (c) all entries into and departures from the Building must take place through such one or more entrances as Landlord from time to time designates; provided, however, anything herein to the contrary notwithstanding, Landlord is not liable for any lack of security with respect to the Building whatsoever. Landlord reserves the right to require Tenant to use an identification card or other access device to access the Building and the right to require persons entering the Building to register their hour of entry and departure, nature of visit and other information Landlord determines is necessary for security in the Building. Landlord will normally not enforce clauses (a), (b) and (c) above from 7:00 a.m. to 6:00 p.m., Monday through Friday, and from 8:00 a.m. to 1:00 p.m. on Saturdays, but it reserves the right to do so or not to do so at any time at its sole discretion. In case of invasion, mob, riot, public excitement, or other commotion, Landlord reserves the right to prevent access to the Building during the continuance of the same by closing the doors or otherwise for the safety of the tenants or the protection of the Building and the property therein. In no case is Landlord liable for damages for any error or other action taken with regard to the admission to or exclusion from the Building of any person.

11. Tenant must lock all entrance doors to the Premises when the Premises are not in use.
12. Wherever in these Building Rules the word “**Tenant**” occurs, it is understood and agreed that such term includes Tenant’s agents, employees, contractors, licensees, customers and invitees. Wherever the word “**Landlord**” occurs, it is understood and agreed that such term includes Landlord’s assigns, agents, employees and contractors.
13. Tenant must observe faithfully and comply strictly with the foregoing Rules and such other and further appropriate rules and regulations as Landlord may from time to time adopt.
14. Tenant must comply at all times with the terms and conditions of any private covenants, conditions and restrictions, and all other documentation in connection therewith (collectively, the “**Restrictive Covenants**”), which Restrictive Covenants are subject to Tenant’s approval, which shall not be unreasonably withheld or delayed.
15. The janitorial staff will remove all trash and recycling from Tenant’s space. Any large volume of trash, furniture, equipment, etc., should be removed by the Tenant. Tenant will absorb any expense for this type of removal.
16. If Tenant desires any other utility or similar service connections installed or changed, Tenant will not install or change without the approval of Landlord, and then only under direction of Landlord and at Tenant’s expense.
17. Tenant will not install any equipment in the Premises which requires a greater than normal amount of electrical current for the Permitted Use without the prior written consent and approval of Landlord.
18. Except as otherwise set forth in the Lease, Tenant will not install or affix any signage other than such name or names, color, size, style, character and material as first approved by Landlord in writing.

EXHIBIT "F"

LANDLORD'S IMPROVEMENTS

**SHELL BUILDING OUTLINE SPECIFICATIONS**

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**BUILDING SHELL AND CORE CONSTRUCTION**

**I ARCHITECTURAL:**

**Code Summary**

- \* Florida Building Code 2017
- 6<sup>th</sup> Edition Florida Fire Prevention Code
- Florida Accessibility Code – 2017
- NFPA 70 – National Electric Code (2014)
- \* Occupancy: Business Group B, A-2, A-3, Accessory Use (S-1, Storage Rooms), Incidental Use (Mech/Equipment Rooms)
- \* Fire Resistance Ratings:

Construction Classification:	Type I-B reduced to II-A
Columns:	1 Hour
Floor, Beams & Girders:	1 Hour
Roof Assembly:	1 Hour
Stairs, Elevators & Shafts:	2 Hours

**Foundations**

- \* Deep foundations consist of auger cast piles
- \* Shallow foundations consist of spread footings on improved soil.

**Slab-on-Grade**

- \* Five-inch thick normal weight concrete reinforced with WWR 6x6-W2.9xW2.9.

**Superstructure**

- \* Floor: Wide flange beam steel framing and decking for elevated floors. Typical floor areas designed for 50 psf live-load and 15 psf imposed dead load. Primary components include structural steel beams, columns, and normal weight concrete on composite floor deck. Structural column grid as shown on the drawings.
- \* Roof: Framing comprised of wide flange beams and decking.
- \* Floor to floor height must allow adequate space for ceiling heights and above ceiling MEP work. Floor-to-floor heights - 1<sup>st</sup> floor - 20'; 2<sup>nd</sup> floor - 16'; 3<sup>rd</sup> floor - 18'; 4<sup>th</sup> floor - 16'; 5<sup>th</sup> -9<sup>th</sup> floor - 14'.

**Miscellaneous Metals**

- \* Stairs, railings, embeds, concrete filled bollards, exterior wall supports, and concealed supports, and concealed supports for architectural items.

**Rough Carpentry**

- \* Includes blocking, framing, roof and mechanical curbs as required.

**Exterior Walls**

- \* Glazed aluminum curtain wall system. Limited metal panels and architectural pre-cast at select locations.
- \* In limited locations adjacent to the Atrium and Parking Garage, 5 ½" metal framing with insulation.

**Glazing**

- \* Structural performance as required by code and Building Risk Category
- \* 1 5/16" insulated low e glazing unit
- \* Exterior window and storefront metal to be clear anodized.

<b>Exterior Doors</b>	<ul style="list-style-type: none"> <li>* Pre-finished aluminum and glass doors in curtain wall system</li> <li>* Other exterior doors to be hollow metal, field painted.</li> <li>* Exit devices per code.</li> </ul>
<b>Interior Construction in Base Shell Building Work</b>	
<b>Elevator Lobbies</b>	<ul style="list-style-type: none"> <li>* All elevator lobbies shall be finished. Walls will include tile and laminate. Floors to be tile. Ceilings to be combination of painted gypsum board and acoustical ceiling tiles.</li> </ul>
<b>Ground Floor Lobby</b>	<ul style="list-style-type: none"> <li>* Tile floors. Tile, vinyl wall covering, and paint walls as depicted on finish plans. GWB ceilings with cove and specialty pendant lighting. Walls to receive paint or wallcovering shall receive a level 4 finish. GWB ceilings to receive a level 5 finish.</li> </ul>
<b>Fireproofing</b>	<ul style="list-style-type: none"> <li>* Cement-based spray fireproofing at structural members requiring such.</li> </ul>
<b>Toilet Rooms</b>	<ul style="list-style-type: none"> <li>* Common restrooms on each floor to have 5 water closets for Women's Room and 3 water closets and 2 urinals for Men's Room. Two water coolers to be located outside of the restrooms. Restroom floors to be tile. Walls to be combination of tile and paint.</li> </ul>
<b>Stairs</b>	<ul style="list-style-type: none"> <li>* Stairs to have 2-hour fire-rated construction. Metal pan stairs and metal handrails. Convenience and emergency lighting to be provided per code requirements.</li> <li>* Fire stairwells shall have painted steel rails, sealed concrete floors (color to be selected).</li> </ul>
<b>Access to Roof</b>	<ul style="list-style-type: none"> <li>* One (1) stair and the freight elevator shall be extended to the roof.</li> </ul>
<b>Service Closets</b>	<ul style="list-style-type: none"> <li>* Service closets, such as janitor's closets, base building shell electrical, telephone and elevator equipment rooms will have metal stud and dry wall enclosures fire-rated as required by applicable building codes and finished as indicated by their function.</li> </ul>
<b>Interior Doors</b>	<ul style="list-style-type: none"> <li>* Doors for interior shell core will typically be 3'-0" x 8'-0" pre-finished stain-grade, of 5-ply solid-cores hardwood veneer construction with 16-gauge hollow metal frames.</li> </ul>
<b>Roofing</b>	<ul style="list-style-type: none"> <li>* Thermoplastic Polyolefin (TPO) Roof. 80 mils. White. Insulation to achieve a minimum R-30.</li> <li>* Roof system shall comply with local codes and Florida Building Code wind zone requirements.</li> </ul>
<b>Elevators</b>	<ul style="list-style-type: none"> <li>* Five 3500 lb capacity passenger elevators. 500 fpm speed. All passenger elevators to have tile floors.</li> <li>* One 4500 lb capacity service elevator. 350 fpm speed.</li> </ul>
<b>Toilet Room Accessories</b>	<ul style="list-style-type: none"> <li>* Accessories as manufactured by Bobrick or approved equal.</li> </ul>
<b>Fire Extinguishers</b>	<ul style="list-style-type: none"> <li>* Fire extinguishers shall be provided as required by code.</li> <li>* All fire extinguishers in shell contract inside of tenant spaces shall be temporarily surface mounted on clips.</li> </ul>

## **Signage**

- \* Shell building core rooms such as toilet rooms, stairs and mechanical rooms shall be provided with signage to comply with code.

## **BUILDING HVAC SYSTEM:**

The HVAC system will utilize water-cooled chillers to supply chilled water to an air handler on each floor. Air distribution will be accomplished through galvanized steel duct.

HVAC Controls/BAS will be provided and interface with the HCAA Johnson Controls System via BacNET over IP.

VAV terminal units will be utilized to distribute air to the core area bathrooms. Building heating will be provided by electric resistance heaters in the VAV units.

Air Distribution Devices: All supply diffusers will be selected to deliver the design volume of supply air without exceeding the available throw and with an NC rating not to exceed 35, including half open damper.

Exhaust to be provided via Energy Recovery Ventilators and Exhaust Fans.

## **PLUMBING:**

Complete system of hot and cold water, waste, vent piping and roof storm, including insulation of water piping, will be provided. A 4" waste/stack vents connection to be stubbed out past each stairwell toward the perimeter (total of 2) as depicted on the base building plans. A 4" sanitary/3" vent stub out for future tenant use to be stubbed out from the restroom toward the perimeter wall (total of 2) as depicted on the base building plans. A 2" cold water line will be stubbed out on each side of the restroom toward future tenant space (total of 2) as depicted on the base building plans.

Plumbing fixtures will be commercial quality equal to those manufactured by American Standard, Kohler, or Briggs. Lavatories shall have battery operated automatic sensor style faucets. Water closets and urinals will be wall-mounted, with automatic sensor style flush valve units. Electric water coolers equal to Halsey Taylor, Westinghouse or Oasis will be installed at toilet room entrance locations. All fixtures will conform to the applicable water and energy saving provisions of the plumbing code. Fixture counts will be as shown on the drawings or per code.

Gas water heaters will supply hot water for the building.

## **FIRE PROTECTION:**

NFPA 13 supervised automatic system required throughout with valve and waterflow on each level. Fire pump required. Class 1 standpipe required.

System will include above and below ground piping, sprinkler cabinet, alarm devices, back-flow preventer, fire riser, fire department connection, system control valves, and sprinkler heads (chrome finish semi-recessed pendent sprinklers in finished ceiling areas and brass upright sprinklers in non-ceiling areas. The sprinkler system will contain a flow alarm connected to a fire alarm panel for remote alarm monitoring.

Shell Building/Tenant Build-out Interface: The entire fire protection system will be installed in the shell building including pendent sprinkler heads in the core areas. Upright heads will be installed in the unfinished tenant areas.

## **ELECTRICAL:**

General: The contractor shall provide a complete system of power, lighting and miscellaneous electrical systems. All work shall meet the requirements of the current National Electrical Code and national, state and local regulations.

### Electrical Distribution:

Electrical service will be 480Y/277V, 3 $\phi$ . Base Building will have 1 480/277V distribution panel, one (1) 2-section 208/120V and two (2) 480/277V panels in the electrical room on future tenant-occupied levels. Base building will have a 750KW generator.

Telephone System:

The telephone system will consist of two sets of 4-4" underground conduits from a point near the property line coordinated with the telephone company to the main telephone room. Provide ground bar.

Fire Alarm:

The fire alarm system will be a complete microprocessor addressable type system for both manual and automatic initiated fire alarm system devices. Fire alarm system will be voice evacuation-type. Fire alarm to be fully compatible with Hillsborough County Aviation Authority's system.

Lighting and Decorative Fixtures:

Typical public area lighting shall be 2'x2' LED fixtures. Restrooms will have LED downlights. Elevator lobbies will have linear LED fixtures. Emergency lighting will be provided in accordance with code requirements.

Security Systems:

Card reader access control shall be provided for all exterior doors, stair doors and elevators. Door contacts for status monitoring shall also be provided for all exterior doors.



**EXHIBIT "F-1"**

**TENANT'S IMPROVEMENTS**

**WORK LETTER**

This Work Letter describes Tenant's obligations regarding the Tenant's Improvements. Notwithstanding anything to the contrary contained in the Lease, the parties acknowledge that Landlord is not requiring Tenant to perform any improvements to the Building or the Premises as a condition to Landlord entering into the Lease. If Tenant performs any work to the Building or the Premises, such work shall be performed in accordance with this Work Letter and the Landlord's Tenant Work Permit (TWP) process. Tenant shall complete a TWP application in its entirety and submit to the Landlord's TWP Coordinator for processing and review of the TWP application. Both the Tenant and Contractor (as defined in Section 3.1 below) must sign the TWP application. The TWP application can be found at:

<http://www.tampaairport.com/airport-operations>

This Work Letter is a part of the Lease and all actions and obligations hereunder are subject to all terms and conditions of the Lease unless expressly provided otherwise herein. The Tenant's Improvements are subject to the Tenant Improvement Guidelines set forth on **SCHEDULE 1 TO EXHIBIT "F-1"** attached hereto. Capitalized terms which are not otherwise defined in this Work Letter have the meanings set forth in the Lease. Any breach or default by Tenant of this Work Letter also constitutes a breach or default under the Lease, subject to applicable notice and cure periods.

**ARTICLE 1**

**SPACE PLAN AND CONSTRUCTION DRAWINGS AND SPECIFICATIONS**

**1.1 Intentionally Omitted.**

**1.2 Construction Drawings and Specifications.** After Landlord receives and has approved Tenant's Space Plan, Tenant will cause the Architect to prepare the Construction Drawings and Specifications. Tenant will provide Landlord with the Construction Drawings and Specifications for Landlord's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed. If Landlord reasonably disapproves the Construction Drawings and Specifications, Tenant will provide appropriately revised Construction Drawings and Specifications to Landlord for approval (or disapproval) until Landlord has approved the Construction Drawings and Specifications.

**1.3 Changes to Construction Drawings and Specifications.** After Landlord's approval, no significant changes, modifications or alterations may be made to the Construction Drawings and Specifications without Landlord's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned.

**1.4 Building Standard.** Tenant will utilize only Building Standard materials and finishes in connection with the performance of the Tenant's Improvements, to assure the consistent quality and appearance of the Building, except as otherwise approved by Landlord. As used herein, "**Building Standard**" shall mean the type, brand, grade, or quality of materials Landlord designates from time to time to be the minimum quality to be used in the Building or, as the case may be, the exclusive type, brand, grade, or quality of material to be used in the Building. No deviation from the Building Standard will be permitted in the Space Plan and Construction Drawings and Specifications without Landlord's written consent, which consent shall not be unreasonably withheld, delayed or conditioned, and which shall be granted with respect to requests by Tenant to adhere to Tenant's construction standards so long as such standards meet or exceed Building Standard. Landlord will not approve any deviations which Landlord reasonably believes (a) do not conform to applicable codes, ordinances and other Laws or are disapproved by any governmental agency, (b) require services beyond the level normally provided to other tenants in the Building, or (c) are of a nature or quality that are inconsistent with Landlord's overall plan or objectives for the Building. No approval by Landlord of any deviation constitutes an acknowledgment by Landlord that such deviations are in conformance with applicable codes, ordinances and/or other Laws.

**1.5 Landlord's Approval Rights.** Notwithstanding anything to the contrary contained in the Lease or in this Work Letter, Landlord may withhold its approval of the Space Plan, Construction Drawings and Specifications, or any change orders requested by Tenant if they require work which: (a) exceeds or adversely affects the structural integrity of the Building, or any part of the heating, ventilating, air conditioning, plumbing, mechanical, electrical, communication or other systems of the Building; (b) are not approved by the holder of any Mortgage encumbering the Building at the time the work is proposed; (c) would not be approved by a prudent owner of property similar to the Building; (d) violates any agreement which affects the Building or binds Landlord of which Tenant is advised by Landlord; (e) Landlord reasonably believes will increase the cost of operation or maintenance of any of the systems of the Building; (f) Landlord reasonably believes will reduce the market value of the Premises or Building; (g) does not conform to applicable codes, ordinances and other Laws or is not approved by any governmental authority with jurisdiction over the Building; (h) in Landlord's reasonable determination detrimentally affects the uniform exterior appearance of the Building; or (i) is reasonably disapproved by Landlord for any other reason not set forth herein. Landlord may also condition Landlord's approval on any component of the Tenant's Improvements on Tenant's removal of the applicable component(s) of the Tenant's Improvements at the expiration or earlier termination of this Lease and restoration of the applicable portion of the Premises, at Tenant's sole cost and expense.

**1.6 1.6. Landlord Approvals.** Landlord shall provide any approval or disapproval under this Work Letter (including, without limitation, with respect to the TWP process, the Space Plan, the Construction Drawings and Specifications, or any change orders) within ten (10) business days after submission by Tenant.

## **ARTICLE 2 COSTS OF THE TENANT'S IMPROVEMENTS**

**2.1. Improvement Allowance.** Landlord has agreed to contribute a one-time Improvement Allowance against the Total Costs (defined below) of the Tenant's Improvements, in an amount up to \$75.15 per rentable square foot of the Premises (\$427,077 in total, subject to any square footage adjustment).

**2.2. Total Costs.** All costs and expenses incurred by Tenant in connection with (a) the design, construction and installation of the Tenant's Improvements, and (b) any other measures taken by Tenant which may be reasonably required to accomplish the construction of the Tenant's Improvements, including without limitation, Tenant's procurement of bonds, insurance and governmental permits. Landlord shall not charge Tenant a construction management fee in connection with the initial Tenant's Improvements.

### **2.3. Cost Quotation.**

**2.3.1 Obtaining Cost Quotation.** Promptly after Landlord's approval of the Construction Drawings and Specifications, Tenant will provide to Landlord a computation, along with reasonable supporting documentation, setting forth Tenant's estimate of the Total Costs relating to the Tenant's Improvements ("**Cost Quotation**") based upon the approved Construction Drawings and Specifications.

**2.3.2 Excess Costs.** Notwithstanding anything to the contrary contained in the Lease or this Work Letter, Tenant shall be solely responsible for all Total Costs exceeding the Improvement Allowance.

**2.4 Substantial Completion.** "**Substantial Completion**" or "**Substantially Completed**" as used in this Work Letter means completion of construction of the Tenant's Improvements in accordance with the approved Construction Drawings and Specifications with the exception of minor details of construction, installation, decoration, or mechanical adjustments and other such punch list items as certified by Architect and/or as may be reasonably determined by Landlord, after good faith consultation with Tenant, during an inspection of the Premises. Substantial Completion will be deemed to have occurred notwithstanding the requirement to complete "punch list" items or similar minor work of correction or completion.

**2.5 Payment of Improvement Allowance.** Promptly following Substantial Completion, and in all events prior to 365 days after the Commencement Date under the Lease, Tenant will deliver to Landlord a request for payment of the Improvement Allowance, accompanied by all of the following in form and substance reasonably satisfactory to Landlord: (unless any of the following cannot be delivered as a result of the acts or omissions of Landlord) (a) a Certificate of Substantial Completion duly executed by the Architect certifying that the Tenant's

Improvements are Substantially Completed; (b) a final Certificate of Occupancy for the Premises; (c) duly executed unconditional lien waivers from all general contractors, subcontractors and materialmen performing work on the Premises; (d) such documentation as Landlord reasonably deems necessary to obtain an endorsement to the policy of title insurance insuring Landlord's lender, if any; (e) copies of all warranties and guaranties relating to the Tenant's Improvements; (f) an itemized computation of the actual Total Costs incurred by Tenant ("**Actual Costs**"); (g) final as-built plans and specifications for the Tenant's Improvements; and (h) such other information and documentation as Landlord may reasonably request to evidence the proper, lien-free Substantial Completion of the Tenant's Improvements. Unless Landlord reasonably disputes Tenant's assertion that Substantial Completion has occurred, upon Landlord's receipt, review and reasonable approval of all of the foregoing (which approval shall be granted or denied as provided herein within ten (10) days, or such request shall be deemed approved), Landlord will pay to Tenant the amount of the Actual Costs, up to the maximum amount of the Improvement Allowance, within thirty (30) days of Tenant's submission. Tenant shall be solely responsible for any and all costs of constructing the Tenant's Improvements in excess of the Improvement Allowance, except for those costs attributable to Landlord's interference or delay, or to Building violations which are not the fault of Tenant. The Improvement Allowance shall expire 365 days after the Commencement Date under the Lease and Landlord shall not be obligated to pay any portion of the Improvement Allowance for any payment requests submitted by Tenant more than 365 days after the Commencement Date under the Lease. In no event shall Landlord be required to pay the Improvement Allowance to Tenant if Tenant is in default under the Lease beyond any applicable notice and cure periods.

### **ARTICLE 3 CONSTRUCTION OF TENANT'S IMPROVEMENTS AND TENANT WORK**

**3.1 Construction of Tenant's Improvements.** Tenant will hire a general contractor with demonstrated expertise and experience in the construction of tenant improvement projects similar to the Tenant's Improvements and approved in writing by Landlord (the "**Contractor**"), which approval shall not be unreasonably withheld, delayed or conditioned. Tenant will cause Contractor to construct the Tenant's Improvements in accordance with the approved Construction Drawings and Specifications. All of the Tenant's Improvements and Tenant Work (defined below) must be undertaken and performed in strict accordance with the provisions of the Lease and this Work Letter. All subcontractors and suppliers utilized by Contractor must also have demonstrated expertise and experience in the construction of tenant improvement projects similar to the Tenant's Improvements and be otherwise reasonably acceptable to Landlord.

**3.2 Tenant's General Obligations.** Tenant will, before commencing any construction or delivering (or accepting delivery of) any materials to be used in connection with the Tenant's Improvements, deliver to Landlord copies of all contracts, copies of all Contractor safety programs, copies of all necessary permits and licenses and such other information relating to the construction as Landlord reasonably requests. Tenant will also deliver to Landlord (a) reasonable evidence that Tenant or Contractor have in force builder's "all risk" insurance in an amount at least equal to the Cost Quotation and naming Landlord as a loss payee as its interest may appear; and (b) reasonable evidence that Tenant and each of Tenant's Contractors have in force liability insurance insuring against construction related risks in at least the form, amounts and coverages required of Tenant under Article 10 of the Lease and naming Landlord and Property Manager as additional insureds (specifically including coverage for completed operations). Tenant will cause the Tenant's Improvements and any Tenant Work to be constructed and performed (i) during times and in a manner reasonably determined by Landlord to minimize interference with any other tenants' use and enjoyment of the Property, and (ii) in full compliance with all of Landlord's rules and regulations applicable to third-party contractors, subcontractors and suppliers performing work at the Property.

**3.3 Liens and Claims.** Tenant will keep the Property free from any mechanics', materialmens', designers' or other liens arising out of any work performed, materials furnished or obligations incurred by or for Tenant or any person or entity claiming by, through or under Tenant. Tenant will upon request record and post Notices of non-responsibility or such similar protective Notices as Landlord may reasonably request. If any such liens are filed and Tenant, within 30 days after Tenant obtains knowledge of such filing, does not release the same of record or provide Landlord with a bond or other surety satisfactory to Landlord protecting Landlord and the Property against such liens, Landlord may, without waiving its rights and remedies based upon such breach by Tenant and without releasing Tenant from any obligation under the Lease, cause such liens to be released by any means Landlord deems proper, including, but not limited to, paying the claim giving rise to the lien or posting security to cause the discharge of the lien. In such event, Tenant will reimburse Landlord, as Additional Rent, for all amounts Landlord pays (including, without limitation, reasonable attorneys' fees and costs). Tenant releases and will indemnify, protect,

defend (with counsel reasonably acceptable to Landlord) and hold harmless the Landlord Parties and the Property from and against any Claims in any manner relating to or arising out of the Tenant's Improvements, any Tenant Work or any other work performed, materials furnished or obligations incurred by or for Tenant or any person or entity claiming by, through or under Tenant.

**3.4 Tenant Work.** Tenant Work means all finish work and decoration and other work desired by Tenant and not included within the Tenant's Improvements as set forth in the approved Construction Drawings and Specifications, including specifically, without limitation, all computer systems, telephone systems, telecommunications systems, fixtures, furnishings, equipment and any Alterations. All Tenant Work will be designed, furnished and installed by Tenant at Tenant's sole expense and shall not be included in Total Costs or chargeable against the Improvement Allowance. Tenant will secure Landlord's prior written consent for such Tenant Work in the same manner and following the same procedures provided for in the Lease for Alterations which require Landlord's consent, except for Tenant's personal property and ordinary and customary furniture, trade fixtures and equipment.

**3.5 Conformance with Laws.** All of the Tenant's Improvements and Tenant Work must be done in conformance with all applicable codes, ordinances and other Laws. Valid building permits and other necessary authorizations from appropriate governmental agencies (when required) must be obtained by Tenant for the Tenant's Improvements and Tenant Work at Tenant's expense. Any Tenant's Improvements or Tenant Work not acceptable to the applicable governmental authority or otherwise not in conformance with all applicable codes, ordinances and other Laws must be promptly corrected, replaced, or brought into compliance with such applicable codes, ordinances and other Laws at Tenant's expense. No failure by Landlord to object to any such nonconforming Tenant's Improvements or Tenant Work relieves Tenant from its obligations or imposes any responsibility or liability therefor upon Landlord.

**3.6 Landlord's Inspections.** Upon reasonable prior notice and during ordinary business hours, Landlord shall have the right to inspect and observe all work during construction and to inspect the Premises and develop a "punch list" for the Tenant's Improvements upon Substantial Completion. Notwithstanding such rights, Landlord is under no obligation to inspect or supervise construction of any of the Tenant's Improvements or Tenant Work, and no inspection by Landlord shall be construed as a representation that the Tenant's Improvements or Tenant Work (a) are in compliance with the Construction Drawings and Specifications; (b) are or will be free from faulty or defective materials or workmanship; or (c) are in conformance with any applicable codes, ordinances or other Laws.

**3.7 Responsibility for Function and Operation.** Tenant will be responsible for the function and operation of all the Tenant's Improvements whether or not approved by Landlord or installed by Landlord at Tenant's request. Landlord's preparation, review and/or approval of any design or construction documents will not constitute any representation or warranty as to the adequacy, efficiency, performance or desirability of the Tenant's Improvements in the Premises.

**3.8 Construction Warranty.** Tenant shall cause Contractor and its subcontractors and suppliers to fully warrant and guaranty the Tenant's Improvements to both Tenant and Landlord for a period of not less than one (1) year after Substantial Completion.

#### **ARTICLE 4 CONSTRUCTION REPRESENTATIVES**

**4.1 Tenant's Representative.** Tenant has designated Scott Brown, Tenant's, Director, Real Estate Manager, as its sole representative with respect to the matters set forth in this Work Letter, who shall have full authority and responsibility to act on behalf of Tenant as required in this Work Letter. Tenant may change its representative under this Work Letter at any time by providing five days prior written Notice to Landlord. All inquiries, requests, instructions, authorizations and other communications with respect to matters covered by this Work Letter from Landlord may be made by Landlord to Tenant's Representative.

**4.2 Landlord's Representative.** Landlord has designated Randy Forister, Director of Commercial Real Estate as its representative with respect to the matters set forth in this Work Letter, who shall have full authority and responsibility to act on behalf of Landlord as required in this Work Letter. Landlord may change its representative under this Work Letter at any time by providing five days prior written Notice to Tenant. All inquiries, requests,

instructions, authorizations and other communications with respect to the matters covered by this Work Letter from Tenant will be made to Landlord's representative. Tenant will communicate solely with Landlord's Representative and will not make any inquiries of or requests to, and will not give any instructions or authorizations to, any other employee or agent of Landlord, including Landlord's architect, engineers, and contractors or any of their agents or employees, with regard to matters covered by this Work Letter.

## **ARTICLE 5 MISCELLANEOUS**

**5.1 Applicability.** This Work Letter shall not be deemed applicable to: (a) any additional space added to the original Premises at any time, whether by the exercise of any options under the Lease or otherwise, or (b) any portion of the original Premises or any additions thereto in the event of a renewal or extension of the original Term of the Lease, whether by the exercise of any options under the Lease or any amendment or supplement thereto. The construction of any additions or improvements to the Premises not contemplated by this Work Letter may only be performed pursuant to the provisions of the Lease governing Alterations unless Landlord elects to prepare a separate work letter agreement, in the form then being used by Landlord and specifically addressed to such construction.

**5.2 Risk of Loss.** All materials, work, installations and decorations of any nature brought upon or installed in the Premises prior to final completion of the Tenant's Improvements and the payment of the Improvement Allowance by Landlord as provided herein shall be at the risk of the party who brought such materials or items onto the Premises. Neither Landlord nor any party acting on Landlord's behalf shall be responsible for any damage or loss or destruction of such items brought to or installed in the Premises by Tenant, unless such damage or loss is caused by Landlord or any party claiming by, through or under Landlord.

**SCHEDULE 1 TO EXHIBIT “F-1”**  
**TENANT’S IMPROVEMENTS**

**SKYCENTER ONE**

Tampa, Florida

July 28, 2021

**TENANT IMPROVEMENT GUIDELINE**

This Tenant Improvement Guideline further defines the finish work to be included as part of base building construction and the work to be performed by the Tenant Improvement Allowance. For further information refer to the Core and Shell Design Drawings and Specifications.

**A. AREAS FINISHED:**

Base Building: The following areas were constructed and finished as part of the Base Building work. Tenant’s premises to be by tenant.

1. Ground Floor Main Entry Lobby
2. All Elevator Lobbies
3. Elevator cabs
4. Common Toilet rooms.
5. Ground Floor Exit Stairwells and Corridors
6. Ground Floor Mailroom and AV/Security Room
7. Telephone / Electric Rooms / Mechanical rooms / Elevator Equipment Room
8. Janitor Closets
9. Ground Floor Service Vestibule, Building Manager Office, and Fire Command Room
10. Ground Floor Boardroom, Conference Center, and adjacent Catering and Storage.
11. Ground Floor Cafe and Dining Area
12. Ground Floor Fitness Center and attached Locker Rooms.

**B. FINISH WORK:**

<u>ITEM</u>	<u>BASE BUILDING</u>	<u>TENANT IMPROVEMENTS</u>
Perimeter Walls	a. Glass curtain wall system. Level 2 has limited gypsum board and insulation on 5 ½” metal framing on the parking garage side and Atrium side.	a. Gypsum board walls, tape and sand smooth. Apply paint and base. Wallcovering not permitted on exterior walls.
Core Walls	a. Furnish and install metal framing and gypsum board at core.  b. Construct gypsum board partitions required for core services such as stairwells, telephone/electric rooms, elevator equipment room, 1 <sup>st</sup> floor corridor, toilet rooms, and janitor closets. Tape and sand smooth the interior sides of the rooms.	a. Finish the interior sides of core walls and interior sides of corridor walls on multi-tenant floors.
Interior Columns	a. Fire proofed steel columns only, no finishes.	a. Gypsum board walls, tape and sand smooth. Apply paint/wall covering and base.
Interior Partitions	a. No requirement.	a. Construct gypsum board partitions as required by the Tenant's space plan. Finish as desired. Hang and finish tenant's side of corridor walls.  b. For multi-tenant floors, Tenant will be responsible framing one demising wall and hanging and finish gypsum board on its side of the space on both demising walls.  [DEMOUNTABLE PARTITIONS/GLASS STORE FRONTS]
Ceilings	a. Furnish and install 2'x2' acoustical ceilings at building manager office, common corridors, and fitness spaces, First floor lobby, fitness center, conference center, and all floor bathrooms and elevator lobbies to be GWB, ACT, and metal panels.	a. Tenant to finish ceilings as approved by Landlord

<p>Floor Covering</p>	<p>a. Provide smooth troweled concrete slabs, ready for finish at tenant areas. Provide floor covering and base at 1<sup>st</sup> floor lobby, amenity areas and all floors' bathrooms and elevator lobbies.</p>	<p>a. Furnish and install floor coverings and base as required by Tenant's space plan.</p> <p>b. Provide other tenant specific floor finishes (access flooring, etc.)</p>
<p>Doors, Frames and Hardware</p>	<p>a. Furnish, install and finish at base building rooms and elevator lobbies.</p>	<p>a. Furnish, install and finish as required by Tenant's space plan. Tenant main entry door to be as approved by Owner. Egress doors opening to multi-tenant corridors to be 8' high White Oak w/ clear finish and Corbin Russwin ML2000 Lockset and DC82000 Closer to match existing.</p>
<p>HVAC</p>	<p>a. Furnish and install base building heating and cooling system.</p> <p>b. Furnish and install duct stub-outs from the mechanical room past the core walls. Furnish and install secondary ductwork, diffusers, VAV boxes, exhaust, etc. for base building rooms.</p> <p>c. Furnish and install base building energy management system. Provide minimal VAV boxes in tenant space as shown on Core and Shell plans.</p> <p>d. Provide exhaust systems for base building spaces as required.</p> <p>e. HVAC system shall be tested, adjusted, and balanced at time of certificate of occupancy in accordance with the requirements of NEBB or AABC.</p> <p>f. The building HVAC system shall be commissioned in accordance with the requirements of Florida Energy Conservation Code, 2017 edition.</p>	<p>a. Install separate air conditioning units and metering for non-standard loads.</p> <p>b. Connect tenant's duct to main duct at location near mechanical room</p> <p>c. Furnish and install interior zone VAV boxes, exterior zone fan terminal units, ductwork, diffusers, etc., for interior and exterior zones as dictated by the Tenant's space plan. Furnish and install fire/smoke dampers at rated tenant walls.</p> <p>d. Add controls components and energy management programming for equipment added as part of the tenant improvements. Controls and equipment shall be fully compatible with base building controls. Provide supplemental VAV boxes and fan terminal units as required by tenant's HVAC design. Johnson Controls is the base building controls contractor and Tenant shall update the controls system with graphics for the added HVAC devices.</p> <p>e. Furnish and install exhaust systems for Tenant spaces as required.</p> <p>f. Tenant build-out HVAC system shall be tested, adjusted, and balanced in accordance with the requirements of NEBB or AABC. Tenant's HVAC shall not negatively affect the air balance of the building or other tenants.</p>



<p>Plumbing</p>	<ul style="list-style-type: none"> <li>a. Furnish and install complete plumbing in core toilet rooms 1<sup>st</sup> floor and locker rooms.</li> <li>b. Furnish and install electric water cooler(s) adjacent to public toilet rooms as required by building code and ADA.</li> <li>c. Provide (1) one wet stack at each end of building.</li> <li>d. Provide sanitary/vent stack future tenant connections just past restroom plumbing chase on each side of chase.</li> </ul>	<ul style="list-style-type: none"> <li>a. Add additional fixtures as required by the Tenant. Required flow rates are: .125 gf urinals, 1.28 gpf toilets, .35 gpm lavatories, 1.5 gpm pantry sink, and 1.6 gpm for pre-rinse spray valves.</li> <li>b. Furnish and install convenience sinks, water supply to coffee/ vending areas, private toilet rooms, electric hot water heaters, food service-related plumbing, etc. as required by the Tenant.</li> <li>c. Tenant responsible for piping all improvements to existing stub-out / stack locations.</li> <li>d. Submetering may be required for non-standard plumbing installations.</li> </ul>
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<p>Fire Protection Sprinkler System</p>	<ul style="list-style-type: none"> <li>a. Furnish and install upturned sprinkler heads throughout the unfinished tenant spaces as required per code.</li> <li>b. Main system and monitoring.</li> <li>c. Pump if required.</li> <li>d. Down turning semi-recessed heads in finished core areas only (e. g. restrooms).</li> <li>e. Manual wet standpipe in accordance with NFPA 14.</li> </ul>	<ul style="list-style-type: none"> <li>a. Furnish and install semi-recessed sprinkler heads throughout the tenant spaces at finished ceiling height.</li> <li>b. Relocate or add sprinkler drops at finished ceiling height for proper coverage as dictated by the Tenant's space plan.</li> <li>c. Add specialty systems (FM200, pre-action, hood suppression systems, etc.) as dictated by the Tenant space plan.</li> </ul>
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<p>Lighting</p>	<ul style="list-style-type: none"> <li>a. Furnish and install light fixtures at base building rooms as described in the outline specifications.</li> <li>b. Furnish and install exit lights at stairwells and exterior doors.</li> <li>c. Furnish and install emergency lights as required by the code for the base building.</li> <li>d. Furnish and install lighting control panels.</li> </ul>	<ul style="list-style-type: none"> <li>a. Furnish and install LED light fixtures as required by the space plan. Furnish and install light switches.</li> <li>b. Furnish and install accent LED lighting and other special lighting as required by Tenant.</li> <li>c. Furnish and install additional exit lights as dictated by the space plan.</li> <li>d. Furnish and install additional emergency lights as dictated by the space plan.</li> </ul>
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Electrical	<ul style="list-style-type: none"> <li>a. Furnish and install one (1) 480/277 distribution panel, one (1) 2-section 208/120 volt house panel and two (2) 480/277 volt house panels in each base building electrical room. Furnish and install convenience outlets as described in the outline specifications.</li> <li>b. Furnish and install fire alarm system for base building as required by code.</li> <li>c. Conduit from ROW into service room. One service area on ground floor, tenant to distribute to space from there.</li> </ul>	<ul style="list-style-type: none"> <li>a. Connect to 480V distribution panel, provide step-down transformer and panels (208V and 480V) to serve Tenant's space. Furnish and install convenience outlets and other electrical work as required for all Tenant related spaces. Tenant shall only be permitted to take open space in emergency panels in proportion to their leased space for a floor. All breakers must match existing manufacturer.</li> <li>b. Core drill holes in decks for floor outlets. Furnish and install floor outlets as required per owner approved plans.</li> <li>c. Furnish and install vertical and horizontal distribution including terminal room, if required, by Tenant's telephone system.</li> <li>d. Furnish and install additional fire alarm devices as required by Tenant's space plan. Tyco/Johnson Controls is the base building Fire Alarm Contractor.</li> <li>e. Furnish and install computer power distribution and emergency power generator systems.</li> <li>f. Furnish and install all A/V systems, security systems, access control systems, phone/data systems, and low voltage systems as required for Tenant related spaces.</li> <li>g. Submetering may be required for non-standard loads or installations.</li> <li>h. Raceways shall generally be EMT. If allowed by code and the engineer, MC may be used for last several feet of equipment connections and where totally concealed within walls or totally concealed above ceilings.</li> <li>i. Wiring for all access control and security (if associated with base-building system), and fire alarm must be in EMT. No free air wiring of these is permitted.</li> </ul>
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Signage	<ul style="list-style-type: none"> <li>a. Furnish and install code required signage at toilet rooms, utility rooms and exit stairwells.</li> <li>b. Furnish and install building address letters as required by Fire Dept.</li> </ul>	<ul style="list-style-type: none"> <li>a. Provide identification signage at tenant spaces as desired by tenant and approved by owner.</li> </ul>
Fire Extinguishers	<ul style="list-style-type: none"> <li>a. Furnish and install two fire extinguishers in base building finished areas per code.</li> </ul>	<ul style="list-style-type: none"> <li>a. Furnish and install fire extinguishers and cabinets in tenant space as required by space layout.</li> </ul>
Window Blinds	<ul style="list-style-type: none"> <li>a. No requirement.</li> </ul>	<ul style="list-style-type: none"> <li>a. Furnish and install building standard blinds.  Source: E Screen THEIA, model number S3001ET-B  Type: 36% fiberglass, 64% vinyl  Weave: Basketweave  Openness Factor: By Tenant  Color: Charcoal/Grey  Fully-wrapped Hem Bar.  Blackout shades Blackout fabric is to be Dark Gray   Only the fabric may be visible from the outside and no fasteners may be driven into the curtainwall system.</li> </ul>
Roofing	<ul style="list-style-type: none"> <li>a. Furnish and install roofing membrane and insulation.</li> </ul>	<ul style="list-style-type: none"> <li>a. Any installations on the roof to be approved by Landlord and Tenant must use base building roofer for any activities on the roof.</li> </ul>

**Base Building Subcontractor/Vendor Contacts**

Roofing

Sutter Roofing Company of Florida  
[www.sutterroofing.com](http://www.sutterroofing.com)  
800-741-0090

Building Automation System (HVAC Controls) and Fire Alarm

Johnson Controls  
[www.johnsoncontrols.com](http://www.johnsoncontrols.com)  
Controls – Steve Brown  
813-623-1188  
Fire Alarm – Chris Oldham  
813-422-9179

Access Control

Advanced Cable Connection Inc.  
[www.accicable.com](http://www.accicable.com)  
813-978-0101

**EXHIBIT "G"**

**CONTRACTOR RULES**

Contractors (as defined in Article 3.1 of Exhibit F-1), subcontractors, suppliers, and materialmen (“**Contractor**”), shall be advised of the following rules and regulations (the “**Contractor Rules**”) concerning their proper conduct within the building commonly known as “SkyCenter One”, located at 5411 SkyCenter Drive, Tampa, Florida 33607 (the “**Building**”), and that certain premises within the Building commonly known as Suite 250 (the “**Premises**”). All referenced material, labor, services, taxes, after hour’s costs, shipping, permits, fees or construction and/or other reference processes performed by Contractor shall be hereinafter referred to as the “**Work**.” Any defined terms not otherwise defined herein shall have the same meaning as set forth in that certain Office Lease Agreement dated as of \_\_\_\_\_, 20\_\_\_\_ (the “**Lease**”), by and between the HILLSBOROUGH COUNTY AVIATION AUTHORITY, an independent special district under the laws of the State of Florida, (“**Landlord**”), and TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA, a New York corporation (“**Tenant**”).

It is the Contractor’s responsibility to ensure its personnel, subcontractors, suppliers, and materialmen read and understand these Contractor Rules. Ignorance of these Contractor Rules is not a waiver of liability or responsibility. Failure to comply with these Contractor Rules may result in Contractor being asked to leave the job site. Contractor is ultimately responsible for the conduct of its personnel, subcontractors, suppliers, and materialmen. The signature on the last page of these Contractor Rules shall act as the written approval by the Contractor of these Contractor Rules.

1. Prior to starting any Work in the Building, Contractor, at its sole expense, shall procure and maintain during the term of its contract to perform the Work, insurance covering Contractor, its subcontractors and anyone directly or indirectly employed by any of them, issued by an insurance company which has an A.M. Best rating of A-VII or better and is authorized to transact business in the State of Florida. All policies are to protect the Landlord against liabilities arising out of the operations of Contractor and its subcontractors in the performance of the Work, including at least and in amount not less than the following and such other types and amounts of insurance as Landlord deems necessary.

Contractor must maintain the following limits and coverages uninterrupted or amended through the term of its contract. In the event the Contractor becomes in default of the following requirements, the Landlord reserves the right to take whatever actions deemed necessary to protect its interests. Required liability policies other than Workers’ Compensation/Employer’s Liability will provide that the Landlord Parties are included as additional insureds.

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the Work performed by the Contractor will be the amounts specified herein. To the extent it is used to meet the minimum limit requirements, any Umbrella or Excess coverage shall follow form to the Employer’s Liability, Commercial General Liability and Business Auto Liability coverages, including all endorsements and additional insured requirements. Any applicable Aggregate Limits in the Umbrella or Excess policy(ies) shall not be shared or diminished by claims unrelated to this Lease.

- a. Commercial General Liability Insurance. The minimum limits of insurance covering the Work performed pursuant to this Lease will be the amounts specified herein. Coverage will be provided for liability resulting out of, or in connection with, ongoing operations, products, and completed operations, and advertising and personal injury liability, performed by, or on behalf of, the Contractor under this Lease or the use or occupancy of Landlord premises by, or on behalf of, the Contractor in connection with this Lease. Coverage shall be provided on a form no more restrictive than ISO Form CG 00 01. Additional insurance coverage shall be provided on a form no more restrictive than ISO Form CG 20 10 10 01 and CG 20 37 10 01.

General Aggregate	\$1,000,000
Each Occurrence	\$2,000,000
Personal and Advertising Injury Each Occurrence	\$1,000,000
Products and Completed Operations Aggregate	\$2,000,000

Completed Operations to remain in force and maintained for the duration of the applicable statute of repose following project completion. To the extent permitted by applicable Laws, such policy(ies) shall include a waiver of any right of subrogation of the insurers thereunder against Landlord Parties and all mortgagees of Landlord.

b. Commercial Automobile Liability Insurance. Coverage will be provided for all owned, hired and non-owned vehicles. Coverage shall be provided on a form no more restrictive than ISO Form CA 00 01. The minimum limits of insurance covering the Work performed pursuant to this Lease are:

Each Occurrence – Bodily Injury and Property Damage Combined	\$1,000,000 combined single limit (each accident), or such higher limits as Landlord may require.
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To the extent permitted by applicable Laws, such policy(ies) shall include a waiver of any right of subrogation of the insurers thereunder against Landlord Parties and all mortgagees of Landlord.

c. Employer’s Liability Insurance and Workers Compensation.  
The minimum limits of insurance are:

Part One:	“Statutory”
Part Two:	
Each Accident	\$1,000,000
Disease – Policy Limit	\$1,000,000
Disease – Each Employee	\$1,000,000

To the extent permitted by applicable Laws, such policy shall include a waiver of any right of subrogation of the insurers thereunder against the Landlord Parties and all mortgagees of Landlord.

d. Umbrella Liability Insurance. Umbrella liability insurance over the primary general liability, automobile liability and employer’s liability insurance policies in limits of not less than \$5,000,000 inclusive per occurrence, and \$5,000,000 annual aggregate, per project, or such higher limits as Landlord may require. To the extent permitted by applicable Laws, such policy(ies) shall include a waiver of any right of subrogation of the insurers thereunder against Landlord Parties and all mortgagees of Landlord. and

e. Builder’s Risk Insurance. Builder’s Risk insurance on a “Special Form” basis (including collapse) using a completed value (non-reporting) form for full replacement cost covering all Work which Contractor is performing and all materials and equipment used or installed in or about the Building, off site and in transit. This insurance shall include: (i) interests of Landlord Parties, all tenants, all mortgagees of Landlord, Contractor, subcontractors and sub-subcontractors; and (ii) a mutual release and waiver of subrogation for all parties. At Landlord’s option, Landlord may procure the insurance policy described in this subsection (which may include loss of rents coverage), and Tenant shall reimburse Landlord, at Landlord’s option, as either Additional Rent or a deduction from any applicable Improvement Allowance, all costs and expenses incurred by Landlord in connection therewith. The coverage shall not be subject to any restriction with respect to occupancy or use by the Landlord and shall remain in full effect until Substantial Completion. Tenant shall pay on behalf of the Landlord or the Landlord Parties any such deductible.

The Builder’s Risk policies must include language limiting the scope of the exclusionary language regarding, and providing coverage for, costs rendered necessary by defects of material workmanship, design plan or specification in accordance with the London Engineering Group’s LEG 3/06 policy wording.

The Builder’s Risk policies must be endorsed to provide the following: (i) to waive the insurer’s right to subrogate against the Landlord Parties and (ii) to provide a notice of cancellation endorsement assuring that the Landlord shall receive not less than 45 days advance written notice of cancellation. All endorsements shall be properly completed and signed by an authorized representative of the insurer providing the coverage and shall indicate the policy number.

Builders Risk Coverage will be maintained by the Tenant and evidenced on the certificate during the life of the project.

f. Certificates of insurance must be provided to Landlord prior to the start of the Work on the project site. Landlord Parties and all mortgagees (and others who may be required, as evidenced by inclusion in an Acord Certificate as additional insureds) will be named as primary non-contributing additional insureds on the insurance coverages described in subsections (a) and (e) above, including completed operations with respect to all matters arising out of the performance of Work under this Lease. It is Contractor's sole responsibility to procure and maintain insurance covering its personal property located at the project site. All policies required above shall contain no exclusions for Work expressly within the Contractor's scope of work. It is Landlord's sole responsibility to procure and maintain property insurance covering Landlord's real property where the project is located (other than the Work) and Landlord's personal property and the personal property of others located at the project site that are under Landlord's care, custody or control.

2. Contractors working in or about the Building must have prior written approval from the Landlord before any type of Work may commence. A list of subcontractors must be provided by the Contractor to the Landlord and Property Manager along with suitable scheduling and delivery / stocking information before construction begins. Any persons not on the approved contractor list will be denied access to the property – no exceptions. This list will include phone numbers and contacts for Contractor and its subcontractors, including home and emergency telephone numbers.

3. An initial walk through of the job site among Contractor's superintendent, representatives of Contractor's key subcontractors, the Property Manager, the Property Manager's engineer, and any other Landlord representatives will be conducted prior to Work. The foregoing shall review these Contractor Rules, as well as check for existing conditions of the Premises.

4. Contractor and all its subcontractors must be licensed in the State of Florida and have work experience in commercial properties similar to the Building. Written documentation/certification and previous job references are required prior to the commencement of any Work.

5. Where applicable, permits must be obtained by Contractor from the applicable municipal building department or other governing agency prior to the commencement of Work. Permits must be posted at the job site in accordance with local governmental requirements. All construction Work will require a permit. Approval of drawings, details, schedules, etc., by Landlord or Property Manager shall not relieve the Contractor from the responsibility for compliance with local, county, state or federal laws, rules, ordinances, or rules and regulations of commissions, boards, or other authorities having jurisdiction.

6. Contractor shall keep the Premises and Improvements free and clear of all liens arising out of or claimed by reason of any Work performed, materials furnished or obligations incurred. Contractor is responsible for the payment of all bills for labor and materials furnished by or to it and its subcontractors performing Work at the Building.

7. Nobody shall be allowed to endanger the Building or its occupants in any manner whatsoever. If such a situation occurs, the Contractor shall immediately take steps to correct and eliminate the hazardous condition. In the event that the Contractor cannot eliminate the hazardous condition in a satisfactory manner, Landlord and Property Manager reserve the right to immediately take steps to remedy the hazardous condition at the Contractor's sole expense.

8. Contractor is not permitted to post any sign on the job site advertising the name of the Contractor or its subcontractors.

9. It is imperative that good business/professional conduct be maintained by all Contractor's personnel while they are on the Property and that they are properly dressed for the environment they are working in and the Work being performed. Contractor shall not employ any unfit person or anyone not skilled in the task assigned to Contractor. Respect must be shown to the Building tenants at all times. Rude and obscene behavior (harassment,

sexual or otherwise), including foul and abusive language, will not be tolerated. Offenders will be asked to remove themselves from the Property and shall not be permitted to return.

10. All Contractors' personnel will enter and exit through the designated construction Building entrance and will only use the designated elevator or designated stairwell except in the event of an emergency evacuation. Use of Building main floor, lobbies, or elevator lobbies is prohibited for storing material even on a temporary basis. Specific Building moving and freight policies are established and must be reviewed with Landlord and/or Property Manager. Where applicable such freight policies may include fines for breaking such policies.

11. Landlord and/or Property Manager, prior to the commencement of the project, must approve hours in which the Work will commence and end each day. No variation to the agreed upon hours will be permitted unless authorization is obtained from Landlord and/or Property Manager in writing. These Contractor Rules as stated herein will further limit hours. Landlord and/or Property Manager must be notified of "after hours" Work in advance. "After hours" work is defined to be before 7:00 am and after 6:00 pm or as governed by the City of Tampa if more restrictive. All Contractors working over the weekend and after the normal hours shall provide Landlord and Property Manager a list of workers prior to the worker being on site or they will be denied access. The list should also include an estimated time the Contractors will be working, the location of the work to be done, and a 24-hour emergency contact for the supervisor of the Work.

12. Contractor shall designate a superintendent to oversee all workmen at all times. Such superintendent may be given access cards and keys, which will grant access to the Building for all workmen associated with the project. The superintendent who is issued the cards/keys is not permitted to give such cards/keys to any workmen for access to the Building. In no event shall any workmen be unsupervised at any time.

13. All deliveries are to be accepted, moved and delivered to the contracted suite before 7:00 am and after 6:00 pm unless prior Landlord approval has been granted in writing. Stocking will not be allowed during Business Hours once any tenant occupancy has taken place within the Building. When accepting deliveries, masonite must be laid to protect walls and floor finishes and elevator pads must be installed prior to delivery. It is the Contractor's responsibility to keep public areas clean at all times.

14. No windows shall be removed without prior written approval from Property Manager or Landlord.

15. All construction waste and debris shall be removed between the hours of 6:00 pm to 7:00 am once any tenant occupancy within the Building has taken place. No construction waste or debris may be placed in the Building dumpster/compactor. The Contractor will provide for removal of waste and debris from the Building at its own expense. If a dumpster is required (space allowing), the location shall be authorized by the Landlord and Property Manager, must be in a safe location, and will meet the Building's standards relating to aesthetics. It will be the responsibility of the Contractor to keep the area around the dumpster neat and orderly daily. It will also be the Contractor's responsibility to place plywood under the dumpster and to take other protective measures to protect the asphalt and concrete where the dumpster is to be placed. It will be important to assure that a trail of debris is not left between the Work areas and refuse dumpster.

16. Construction personnel shall at all times maintain the highest level of project cleanliness. All construction debris shall be removed through the service elevator or stairs on a daily basis and shall never be allowed to produce a fire hazard. In the event that the Contractor fails or refuses to keep the Premises free of accumulated waste, Landlord and/or Property Manager reserve the right, but not the obligation, to enter the Premises and remove the debris, on behalf of the Contractor, at the Contractor's expense. In addition, all public areas (corridors, restrooms, janitor's closets, etc.) shall be maintained and kept free of construction debris, dust, etc.

17. Specific restrooms, which shall be Contractor provided portable toilets unless agreed to otherwise in writing by Landlord, will be designated for Contractor use. Anyone found using restrooms other than specified (core area restrooms on any floor(s)) or janitorial closets will be subject to immediate removal from the Building. Nobody is permitted to use the janitorial closets without permission. Contractor shall be responsible for stocking and re-stocking of restroom supplies as well as clean-up of the subject restrooms being utilized, provided such authorization of use has been granted by Landlord throughout the duration of construction. Upon completion of each Tenant Improvement, the Contractor will be responsible for restoring the facility to its original state. All carpeted corridors will be properly protected by masonite or carpet mask (Polytech brand only) flush with the base, from the



point of entry to the job site to the restroom. Contractor will provide walk-off mats to be placed at all locations where Contractor's personnel enter public areas of the Building. These walk-off mats will be maintained and cleaned daily or more frequently if required, so that construction material is not transferred unto any other areas of the Building. Any flammable or hazardous materials (i.e., paint) may only be stored on the Premises with permission of Landlord and/or Property Manager who shall designate an area for such storage.

18. Pre-filters shall be installed over all return air openings on floors under construction. If Building filters or equipment requires replacement or cleaning due to construction dust, the Contractor will be charged.

19. Contractor should cover air transfers when working next to tenanted space to control the transmission of dust and dirt. Covering must be removed at the completion of daily construction. All tenant entrance and exit doors must be kept closed to restrict the movement of dust or dirt. Temporary openings with polyurethane must be closed off. Due to local fire codes, no openings may be made on a tenanted floor to the corridor unless the door remains closed when not in use. All HVAC filters in fan rooms shall also be delivered in operable condition at time of completion (thus a temporary filter should be added to the existing filter).

20. Electrical panels must be closed up at the end of each working day. Interior panels can be covered or barricaded. Doors to all electrical rooms must remain locked when not occupied or protected by barrier. No storage is allowed in the electrical room. **DO NOT TAPE OVER LOCKS TO LEAVE DOOR OPEN OR USE ANY MECHANICAL DEVICE TO PROP OPEN. REPEATED VIOLATIONS WILL BE FINED \$500 PER EVENT.**

21. Any and all safety equipment, such as traffic control, flagmen, barricades, rigging, fire extinguishers, first aid supplies, etc., that may be necessary or required by any agency having jurisdiction shall be the sole responsibility of, and at the expense of, Contractor. It is the responsibility of the Contractor to protect all individuals surrounding the Work area. All liability shall be the responsibility of the Contractor. Contractor (and its subcontractors) shall inaugurate and maintain an accident prevention program and an employee safety-training program. Proof of compliance with State of Florida and City of Tampa requirements of Contractor's safety plan shall be maintained and followed. All employees on the job, regardless of whose direct payroll they are on, shall be required to respond to safety instructions from the Contractor's supervision. Persons who do not respond shall be removed from the job.

Contractor, its subcontractors, labor, agents and invitees shall be responsible for complying with all OSHA rules and regulations, including, without limitation, having all safety, first aid and Material Safety Data Sheet (MSDS) documentation on the jobsite at the Building.

22. All Contractors are to take precautions to prevent the accidental tripping of the fire alarm system. The smoke detectors must be covered during working hours and uncovered at the end of the working day.

False alarms shall be fined at:

First offense: \$200

Second offense: \$500

Third offense: \$1000 and, at the Landlord's discretion, Contractor may be terminated.

23. No gasoline operated devices, i.e., concrete saws, coring machines, welding machines, etc., shall be permitted within the Building. All work requiring such devices shall be by means of electrically operated substitutes.

24. All approved gas and oxygen canisters shall be properly chained and supported to eliminate all potential hazards. At the completion of use, said containers shall be removed from the Building.

25. Please contact the Property Manager to schedule work on the following Building systems 24- hours in advance (Any disruption of services will be scheduled at the Property Manager's discretion):

- a. Domestic water;
- b. Fire alarm or speaker;
- c. Electrical tie-ins to base building or the addition of equipment to any area other than the tenant suite except sub panels located within the tenant premises;
- d. Sprinkler system;

- e. Any work that will take place outside the demised tenant space;
- f. Work in occupied tenant spaces. This includes any core drilling, plumbing, and electrical, etc., where Contractor will enter an adjacent tenant space;
- g. Roof access. Any corrective work required shall be performed by a firm authorized as such by roofing manufacturer (Landlord and/or Property Manager will coordinate with Contractor in determining) for purposes of ensuring that the roofing warranty is not jeopardized in any way.

Note: If a utility or Building alarm is turned off for Contractor's Work, Contractor must notify the Property Manager upon completion so the system can be turned back on as soon as possible.

26. Construction personnel are not permitted to block open stairway doors. These doors provide the fire protection required by code. A repeated violation of this provision shall be subject to a \$500 fine. Doors to janitorial spaces shall be kept closed at all times.

27. No graffiti or vandalism will be tolerated. Any individual caught in the act shall be immediately removed from the Property and will not be allowed to return. In addition, all repairs will be at the Contractor's expense.

28. No tobacco smoking or chewing will be permitted in the Building or on the roof. No radios or other sound producing equipment will be permitted in the Building or on the roof. No eating or drinking will be allowed in the Common Areas. Building management will either provide a designated smoking area or designate the Property to be non-smoking.

29. Since Work may occur while other businesses in the Building are operating, noise is a major consideration. Therefore, excessive noise which may disturb tenants will force a temporary halt to Work. No hammer drilling, core drilling or any tenant disturbances will be allowed between the hours of 7:00 am and 6:00 pm, Monday through Friday. It is the responsibility of the Contractor to instruct all construction personnel that noise will be minimized at all times. Landlord and Property Manager shall determine acceptable noise level.

30. Wet paint signs must be posted in all public areas when appropriate.

31. The odors which arise when various construction procedures are done can cause discomfort to the tenants of the Building. Examples of these odor concerns are carpet adhesive, wallpaper sizing, wood stains and finishes and painting. These activities which sometimes produce odor problems for tenants in the Building will be done during evening non-business hours, as approved by Landlord and/or Property Manager. Also, Landlord and/or Property Manager should be alerted to arrange for added ventilation. Costs associated with additional ventilation shall be at Contractor's sole expense. In addition, all Contractors will cooperate with shell building contractor's air quality reading measurements as is required by LEED, when applicable. This may include temporary shutdown of activity that jeopardizes air quality readings before and during actual testing of same.

32. Contractor shall provide temporary electrical devices within the Premises for its subcontractor's use. Contractor will not be permitted to run extension cords through public space on occupied floors or through occupied tenant spaces.

33. Contractor shall use reasonable measures to minimize energy consumption in the construction area when possible. The Contractor will not be billed for normal electrical consumption during the construction process. All lights and equipment must be extinguished at the end of the Contractor's business day. In the event that the Contractor continues to leave lights and equipment on during off-hours, Landlord reserves the right to receive just compensation for excessive electrical consumption.

34. Contractor/Subcontractor may park in designated spaces only. This on-site parking is limited to that which is available on-site. Contractor shall be prepared to make additional arrangements should supplemental parking be required for any and all workforces working under their contracted scope. Any vehicles found in unauthorized spaces will be subject to posted parking rates, tickets, towing or other steps as may be needed to avoid conflicts with adjacent tenant and neighbor parking. Specific instructions should be obtained from Property Manager.

35. No Work is to be performed nor materials stored in any area other than the suite under construction without prior authorization. No staging of trucks or materials will be allowed in areas that may affect traffic flow.

36. Rubber wheels are required on all vehicles transporting materials in the Building.
37. All equipment and material will be designed and attached for seismic loading in accordance with governmental agencies having jurisdiction over the Work.
38. Commencement of the Work shall constitute acceptance that Contractor will take full responsibility for communicating these Contractor Rules to all Contractor's personnel and subcontractors, and enforcing these Contractor Rules in regards to employees of Contractor and subcontractors.

## EXHIBIT H

### NON-DISCRIMINATION

These provisions apply to all work performed under the Lease. Failure to comply with the terms of these provisions may be sufficient grounds to:

- A. Terminate the Lease;
- B. Seek suspension/debarment of Tenant; or
- C. Take any other action determined to be appropriate by Landlord or the FAA.

1.01. Civil Rights – General – 49 USC § 47123

A. Compliance:

Tenant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefitting from Federal assistance. If Tenant transfers its obligation to another, the transferee is obligated in the same manner as Tenant.

B. Duration:

1. This provision obligates Tenant for the period during which the property is owned, used or possessed by Tenant and the Airport remains obligated to the FAA. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.
2. This provision also obligates Tenant or its transferee for the period during which Federal assistance is extended to the Airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of, personal property, real property or interest therein, structures or improvements thereon. In these cases, the provision obligates Tenant or any transferee for the longer of the following periods:
  - (a) The period during which the property is used by Landlord or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - (b) The period during which Landlord or any transferee retains ownership or possession of the property.

1.02. Civil Rights – Title VI Assurances

A. Compliance with Non-Discrimination Requirements:

During the performance of the Lease, Tenant, for itself, its assignees, successors in interest, subtenants and consultants agrees as follows:

- (1) Compliance with Regulations: Tenant will comply with the Title VI List of Pertinent Non-Discrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of the Lease.
- (2) Non-Discrimination: Tenant, with regard to the work performed by it during the Lease, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Tenant will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including but not limited to those listed at Section 1.02(B) below,

including employment practices when the Lease covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by Tenant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by Tenant of Tenant's obligations under the Lease and the Acts and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
- (4) Information and Reports: Tenant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Landlord or the FAA to be pertinent to ascertain compliance with such Acts, Regulations, and directives. Where any information required of a Tenant is in the exclusive possession of another who fails or refuses to furnish the information, Tenant will so certify to Landlord or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- (5) Sanctions for Non-compliance: In the event of Tenant's non-compliance with the non-discrimination provisions of the Lease, Landlord will impose such Lease sanctions as it or the FAA may determine to be appropriate, including, but not limited to, cancelling, terminating, or suspending the Lease, in whole or in part.
- (6) Incorporation of Provisions: Tenant will include the provisions of paragraphs one through six of this Article in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Tenant will take action with respect to any subcontract or procurement as Landlord or the FAA may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, that if Tenant becomes involved in, or is threatened with, litigation by a subcontractor or supplier because of such direction, Tenant may request Landlord to enter into any litigation to protect the interests of Landlord. In addition, Tenant may request the United States to enter into the litigation to protect the interests of the United States.

B. Title VI List of Pertinent Non-Discrimination Authorities:

During the performance of the Lease, Tenant, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities:

- (1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- (2) 49 CFR Part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- (3) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- (4) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);
- (6) Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

- (7) The Civil Rights Restoration Act of 1987 (PL 100-209) (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Tenants, whether such programs or activities are Federally funded or not);
- (8) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
- (9) The FAA’s Non-Discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- (10) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- (11) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, Tenant must take reasonable steps to ensure that LEP persons have meaningful access to Tenant’s programs (70 Fed. Reg. at 74087 to 74100); and
- (12) Title IX of the Education Amendments of 1972, as amended, which prohibits Tenant from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

C. Duration:

Tenant must comply with this Article during the period during which Federal financial assistance is extended to Landlord, except where the Federal financial assistance is to provide, or is in the form of, personal property or real property, or interest therein, or structures or improvements thereon, in which case this provision obligates Tenant for the longer of the following periods:

- (1) So long as the Airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- (2) So long as Landlord retains ownership or possession of the property.

## EXHIBIT I

### 27 Signage

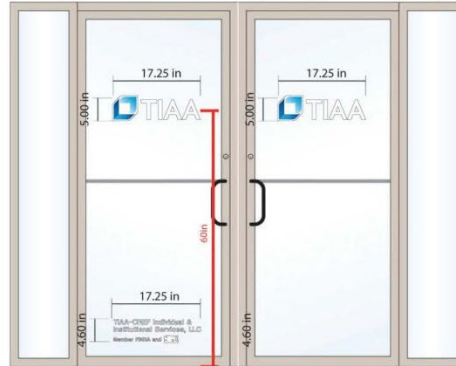
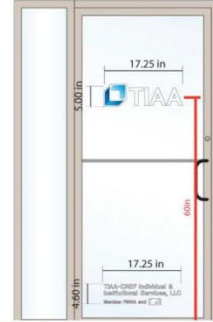
27.1 Front Entry Signage – Installation Specifications  
Exterior (Blue/White) Single & Double Door Logos

27.2 TIAA Logo:

- 27.2.1 Make sure the logo is horizontally centered
- 27.2.2 60" from bottom of doors to center of TIAA logo

27.2.3 SIPC Information:

- 27.2.3.1 Make sure information is horizontally centered at bottom of window
- 27.2.3.26" from bottom of glass to bottom of "Member FINRA and SIPC"



27.3 TIAA Logo @ Back-painted Glass  
(Placed on Back-painted Glass)

