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 AMERICAN FINANCIAL RESOURCES, LLC, a Delaware limited liability company authorized to do business in the State of Florida, 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 200, consisting of approximately 7,661 rentable square feet (to be adjusted upon completion of the Improvements) on the 2nd 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:** — June 1, 2027

3. **Expiration Date:** — August 31, 2032 (The last day of the last calendar month of the Term)

4. **Term:** (See Section 1.2) — 63 months

5. **Basic Rent:** (See Section 2.1)

Months	Annual Basic Rent (per rentable sq ft)	Monthly Basic Rent
1-3	$-	$-
4-12	$46.00	$29,367.17
13-24	$47.52	$30,337.56
25-36	$49.09	$31,339.87
37-48	$50.71	$32,374.11
49-60	$52.38	$33,440.27
61-63	$54.11	$34,544.73

[Basic Rent and Additional Rent for the first three (3) months of the Term will be abated in accordance with the terms of Sections 2.1 and 2.2 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 actual rentable square footage of the Building. Initially, Tenant's Share of Expenses Percentage is estimated to be 2.79% (7,661 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:**	$114,915 ($15.00 per rentable square foot).
8. **Parking Allowance:**	Parking will be provided at four (4) access cards per 1,000 rentable square feet, for a total of thirty-one (31) spaces that are unassigned, non-exclusive, and unlabeled, available 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 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 Tampa, FL 33607
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
Tampa, FL 33607

or

(Electronically)
tobrian@tampaairport.com

11. **Property Manager:**	Avison Young 5411 SkyCenter Drive Suite 210 Tampa, FL 33607
12. **Address of Tenant for Notices:**	
(i) Before Possession	3031 N. Rocky Point Drive Suite 600 Tampa, FL 33607
(ii) After Possession:	The Premises
13. **Broker(s):** (See Section 18.11)	Avison Young – Florida, LLC (Landlord's Broker) CBRE (Tenant's Broker)
14. **Payment Security (see Section 17.2):**	$35,000
15. **Guarantor:**	____________________
16. **Exhibits:**	Exhibit "A" - Definitions Exhibit "B" - Legal Description of the Land Exhibit "C" - Floor Plan Exhibit "D" – NOT USED Exhibit "E" - Building Rules Exhibit "F" - Landlord's Improvements Exhibit "F-1" - Tenant's Improvements Exhibit "G" - Contractor Rules Exhibit "H" - Compliance with Non-Discrimination Requirements Exhibit "I" - Affidavit of Compliance with Anti-Human Trafficking Laws Exhibit "J" - Guaranty of Lease

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.

1.2.2 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 **Option to Renew**. If Tenant is not in default under this Lease, , Tenant shall have one (1) option to renew this Lease for a period of five (5) years ("Renewal Term"), exercised by written notice to Landlord given not less than nine (9) months and not more than twelve (12) months prior to the then-current expiration date. The Renewal Term shall be on the same terms and conditions as this Lease, except that (a) Basic Rent for the Renewal Term shall be the then-prevailing fair market rent for comparable space in the Building, and (b) after exercise of the Renewal Term, Tenant shall have no further renewal options.

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, 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. Notwithstanding the foregoing, Landlord warrants that, as of the date Landlord delivers possession of the Premises to Tenant, the roof, structure, base building HVAC, electrical, plumbing, and life-safety systems serving the Premises shall be in good working order and repair, and Landlord shall, at its sole cost and expense (and not as an Operating Expense), repair any failure of such systems of which Tenant notifies Landlord within twelve (12) months after the Commencement Date.

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, 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 shall be fully abated during the first three (3) months of the Term following the Commencement Date.. 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. Tenant will make all payments of estimated Additional Rent in accordance with Sections 3.3 and 3.4 without deduction or offset 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 ten (10) days after receiving Landlord's invoice for such Additional Rent. Additional Rent shall be fully abated during the first three (3) months of the Term following the Commencement Date. 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 five (5) Business Days after the date the payment is due, 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.

2.4 Independent Obligations. Notwithstanding any contrary term or provision of 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. 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. 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. 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 ninety five percent (95%) 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 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), Landlord and Tenant will amend this Lease to adjust the Tenant's Share of Expenses accordingly.

3.4.1 **Cap on Controllable Operating Expenses**. Notwithstanding anything to the contrary in this Lease, for purposes of computing Tenant's Share of Expenses, Controllable Operating Expenses shall not increase by more than eight percent (8%) in any calendar year over the amount of Controllable Operating Expenses for the immediately preceding calendar year, calculated on a cumulative, compounded basis. This cap does not apply to Property Taxes, insurance costs, utility charges, or any other Operating Expenses excluded from the definition of Controllable Operating Expenses.

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 sixty (60) 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 reasonably acceptable to Landlord 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 thirty (30) 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 ten (10) 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.

3.9 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 benefiting Landlord, or any portion thereof.

ARTICLE 4. USE

4.1 Permitted Use. Tenant will not use the Premises for any purpose other than general office use. Tenant will not use the Property or knowingly permit the Premises to be used 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 immoral, unlawful or objectionable purposes, (iii) cause, maintain, or permit any nuisance or 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 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.

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.

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 sole and exclusive discretion, may make changes to the Common Areas. 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 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 and prudent industry practice 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 small 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 immediately 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) consultants' fees, experts' fees and response costs. Tenant'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 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 wattages supplied by Landlord without receiving Landlord's prior written consent, which consent Landlord will not unreasonably withhold but may condition on Tenant paying all 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. During other times, Landlord will provide heat and air conditioning upon Tenant's reasonable advance notice. Tenant will pay Landlord, as Additional Rent, for such extended service on an hourly basis at the rate of forty-five dollars ($45.00) per hour which rate Landlord may adjust 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 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.

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. 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. Landlord is not required to provide any heat, air conditioning, electricity or other service in excess of that permitted by voluntary or involuntary governmental guidelines or other Laws. Landlord has the exclusive right and discretion 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. Landlord reserves the right, from time to time, to make reasonable and non-discriminatory modifications to the above standards for utilities and services. Notwithstanding the foregoing, if an interruption or stoppage of services is caused by the gross negligence or willful misconduct of Landlord or Landlord's agents or Landlord's failure to perform its maintenance obligations under this Lease, and such interruption renders a material portion of the Premises untenantable for the conduct of Tenant's business for more than fifteen (15) consecutive days, as determined in Landlord's sole discretion, and Tenant in fact ceases to use the space, then Tenant shall seek reimbursement through its Business Interruption Insurance as noted in Section 10.1.7 below.

6.4 Parking. Commencing on the Commencement Date, Landlord shall provide Tenant on an unassigned, non-exclusive and unlabeled basis (except for the reserved spaces described in the Basic Terms), 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.

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, structural systems and roof 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; (c) Common Areas (subject to all other terms and conditions of this Lease relating to Common Areas); and (d) those windows, doors, plate glass and exterior wall surfaces adjacent to Common Areas. 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.

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 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 sole and absolute 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.

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, and for any painting, restoring or repairing of the Premises or the Building the Alterations occasion. Upon Landlord's request, Tenant shall cause the payment of all Alterations to be made through a construction escrow at a title company designated by Landlord. Prior to commencing the Alterations, Tenant will deliver the following to Landlord in form and amount reasonably satisfactory to Landlord: (a) demolition (if applicable) and payment and performance bonds, (b) builder's "all risk" insurance in an amount at least equal to the value of the Alteration; (c) 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 (d) copies of all applicable contracts and of all necessary permits and licenses. The insurance policies described in clauses (b) and (c) of this Section must name Landlord, Landlord's lender (if any) and Property Manager as additional insureds. At Landlord's option, Landlord may procure the insurance policy described in clause (b) of this Section (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.

8.3 Construction Obligations and Ownership. 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) 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.

8.4 Disclaimer Of Liens. The interest of Landlord in the Premises, Tenant's Improvements and Common Areas will not be subject to liens for any work, labor, materials or improvements made by or for Tenant to the Premises and Tenant's Improvements, 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, Tenant's Improvements 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 and Tenant's Improvements. Tenant is specifically prohibited from subjecting Landlord's interest in the Premises, Tenant's Improvements or Common Areas to any construction, mechanics, materialmen's, suppliers', professional, laborers' or equitable liens for 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 and Tenant's Improvements.

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, Tenant's Improvements or Common Areas for any work, labor or materials furnished to the Premises and Tenant's Improvements, 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 thirty (30) days after notice 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.

The Tenant will furnish releases or waivers as may be required to satisfy the Landlord that there are no outstanding claims or liens. To the maximum extent permitted by Florida law, the Landlord may require the Tenant, at the Tenant's expense, to indemnify the Landlord and its indemnified parties against any such construction, mechanics', materialmen's, suppliers', professional, laborers', equitable or other liens or claims and the 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 applicable laws, the clause will be considered modified by such law 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.

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 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. 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. 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 determines that such activities are necessary or appropriate for properly operating and maintaining the Building.

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) 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 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; 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 willful misconduct of Landlord, its agents or employees.

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

9.4 Landlord's Right to Perform Audits, Inspections or Attestation Engagements. At any time or times during the Term of this Lease or within five (5) years after the issuance of the Certificate of Occupancy for the Tenant's Improvements, the Landlord or any duly authorized representative of the Landlord have the right to initiate and perform audits, inspections or attestation engagements over the Tenant's records for the purpose of reviewing Tenant's compliance with the requirements set forth in this Lease.

Access will be granted to all of Tenant's records directly pertinent to this Lease as well as records of parent, affiliate and subsidiary companies and any subconsultants or subcontractors directly pertinent to this Lease. If the records are kept at locations other than the Building, Tenant will arrange for said records to be brought to a location convenient to the Landlord or will provide records electronically in a computer-readable format acceptable to the Landlord at no additional cost to conduct the engagement as set forth in this Section.

Tenant agrees to deliver or provide access to all records directly pertinent to this Lease requested by the Landlord within fourteen (14) days of the request at the initiation of the engagement and to deliver or provide access to all other relevant records directly pertinent to this Lease requested during the engagement within seven (7) days of each request. Tenant will be in material breach of this Lease if Tenant fails to provide requested records in accordance with this Section and Tenant will be responsible for the cost of the audit as determined by the Landlord. If any such audit discloses a state of facts that, at the time of such audit, constitutes a continuing breach or default by Tenant under this Lease, the Landlord may, but is not obligated to, proceed in accordance with Article 14.

The Landlord has the right during the engagement to interview Tenant's employees and to retain copies of any and all records directly pertinent to this Lease as needed to support auditor workpapers.

If, as a result of any engagement, it is determined that Tenant owes additional Rent or charges to Landlord, Tenant will pay such additional Rent and charges, and Landlord may assess interest at the Federal Reserve Bank of New York (FRBNY) prime rate on the additional Rent and charges from the date the additional Rent and charges occurred.

Approvals granted outside of the internal audit function for any other services included or not included in this Lease do not act as a waiver or limitation of the Landlord's right to perform engagements.

The Tenant will notify the Landlord no later than seven (7) days after receiving knowledge of any findings or observations pertaining to this Lease from any other audit, inspection or attestation engagement and will provide Landlord with a copy of any audit documents or reports so received.

Tenant agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes. Tenant will include a provision providing Landlord the same access to business records at the subconsultant and subcontractor level in all of its subconsultant and subcontractor agreements executed related to this Lease.

Notwithstanding anything to the contrary in this Section 9.4, Landlord's audit, inspection, and attestation rights under this Section shall be limited to Tenant's records directly relating to amounts payable by Tenant under this Lease and Tenant's compliance with the express covenants of this Lease, and shall not extend to Tenant's proprietary, customer, or regulated financial information.

9.5 Relocation of Tenant. Upon not less than ninety (90) days prior written notice to Tenant, and at no time during the first twenty-four (24) months of the Term, Landlord may relocate Tenant to other space within the Building of equal or better quality, configuration, and size. If Tenant, in its reasonable discretion, finds the proposed relocation space unsuitable, and if Tenant is not otherwise in default of this Lease, Tenant may terminate this Lease by written notice to Landlord given within thirty (30) days after receipt of Landlord's relocation notice. If Tenant does not so terminate, Landlord will, at Landlord's sole cost and expense, physically move Tenant's personal property and equipment to the new space and will reimburse Tenant for all documented out-of-pocket costs Tenant incurs in connection with the relocation, including, IT and telecommunications disconnection and reconnection and any documented and approved business interruption costs. Prior to or concurrently with the relocation, Landlord will prepare, and the parties will execute, an amendment to this Lease to evidence the relocation and make any necessary changes to the Basic Terms resulting from the relocation.

ARTICLE 10. INSURANCE AND CERTAIN WAIVERS AND INDEMNIFICATIONS

10.1 Insurance. Tenant must maintain the following limits and coverages uninterrupted or amended throughout the Term of this Lease. In the event 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 and Professional Liability will provide that the Landlord, members of the Landlord's governing body, and the Landlord's officers, volunteers, agents and employees are included as additional insureds.

Tenant agrees the required insurance shall be primary and not contributory to any other valid and collectible insurance the Landlord may possess, including any self-insured retention or deductible amount, and that any other insurance shall be considered excess insurance only.

10.1.1. Required Coverages – Minimum Limits. 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. Any applicable Aggregate Limits in the Umbrella or Excess policy(ies) shall not be shared or diminished by claims unrelated to this Lease.

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. 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 performed by, or on behalf of, the Tenant under this Lease or the use or occupancy of Landlord premises by, or on behalf of, Tenant in connection with this Lease. Coverage will be provided on a form no more restrictive than ISO Form CG 00 01. Additional insurance coverage will be provided on a form no more restrictive than ISO Form CG 20 10 10 01 and CG 20 37 10 01. This Section is applicable from the Effective Date up through the Commencement Date, at which point Tenant shall replace Commercial General Liability Insurance with Airport Liability Insurance per Subsection 10.1.5 below.

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

10.1.4. Business Automobile Liability Insurance. If at during the Term Tenant acquires a vehicle(s), Tenant will provide Business Automobile Liability Insurance in accordance with this Section. 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

10.1.5. Airport Liability Insurance. Coverage will be provided for liability resulting out of, or in connection with, ongoing operations performed by, or on behalf of, Tenant under this Lease or the use or occupancy of Landlord premises by, or on behalf of, Tenant in connection with this Lease. Additional insurance coverage will be provided on a form no more restrictive than ISO Form CG 20 10 10 01 and CG 20 37 10 01. This Section is applicable as of the Commencement Date.

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

10.1.6. Property Insurance. As of the Commencement Date, Property insurance will be written on an All-Risk coverage form. Such property insurance will be written on a Replacement Cost Basis. This insurance will cover any existing or hereafter constructed (including while under construction) buildings, structures, or any other improvements to real property located on the Premises. Such insurance will include Landlord as an additional insured and loss payee. The amount of this coverage shall be not less than an amount not less than an amount equal to the cost of Tenants' improvements: and, Tenants' furniture, fixtures and equipment with a maximum deductible for other than windstorm or hail will be $50,000 per occurrence. The maximum deductible per occurrence for windstorm and hail will be 5% of the total insured value of all covered property located on the Premises. Payment of all amounts under any deductible in the property insurance will be the sole responsibility of Tenant.

10.1.7. Business Interruption / Income Loss Insurance

10.1.7.1 The Landlord strongly recommends that the Tenant obtain and maintain Business Interruption and Income Loss Insurance with coverage limits of not less than 12 months of the Tenant's average net income, plus 12 months of estimated operating expenses that will continue during any interruption of the Tenant's regular operations.

10.1.8. In the event the Tenant elects not to obtain or maintain such insurance, the Tenant shall indemnify, defend, and hold harmless the Landlord, its officers, employees, and agents from and against any and all losses, damages, liabilities, claims, costs, and expenses suffered or incurred by the Landlord as a result of any interruption in the Tenant's operations, regardless of the cause of such interruption. 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 Landlord's Standard Procedure S250.06, Contractual Insurance Terms and Conditions, which may be amended from time to time, and which can be provided upon written request.

10.1.9. 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 a certified copy of each policy, or other 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. If Landlord allows Tenant to provide evidence of insurance by certificate, Tenant will deliver an ACORD Form 27 (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.

10.1.10. 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.

10.1.11. 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.

10.1.12. Waiver of Subrogation. Tenant, for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required by this Lease, waives all rights against Landlord, members of Landlord's governing body, and the Landlord's officers, volunteers, agents, and employees, for damages or loss to the extent covered and paid for by any insurance maintained by Tenant.

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 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. Tenant, on behalf of Tenant and its insurers, waives, releases and discharges the Landlord Parties from all Claims arising out of damage to or destruction of the Premises, Property or Tenant's trade fixtures, other 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 Landlord 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 any Landlord 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. Tenant will look only to Tenant's insurance coverage (regardless of whether Tenant maintains any such coverage) in the event of any such Claim. Tenant's trade fixtures, other personal property and all other property (including that of third parties) in Tenant's care, custody or control, is located at the Property at Tenant's sole risk. Landlord 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, Tenant is solely responsible for providing such insurance as may be required to protect Tenant, 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.

10.3.2. To the extent not expressly prohibited by Laws, and except for any claims, demands or damages suffered by Landlord because Tenant willfully or negligently causes a release of Hazardous Materials on the Property, Landlord, on behalf of Landlord and its insurers, waives, releases and discharges Tenant from all claims or demands whatsoever arising out of damage to or destruction of the Property, or loss of use of the Property, occasioned by fire or other casualty, regardless whether any such claim or demand results from the negligence or fault of Tenant or otherwise. Landlord will look only to Landlord's insurance coverage (regardless of whether Landlord maintains any such coverage) in the event of any such claim. Landlord's policy or policies of insurance will permit waiver of subrogation as provided in this Section.

10.4 Tenant's Indemnification of Landlord.

A. To the maximum extent permitted by Florida law, in addition to Tenant's obligation to provide, pay for and maintain insurance as set forth elsewhere in this Lease, Tenant will indemnify and hold harmless Landlord, its members, officers, agents, employees, Landlord Parties, and volunteers from any and all liabilities, suits, claims, procedures, liens, expenses, losses, costs, royalties, fines and damages (including but not limited to claims for attorney's fees and court costs) caused in whole or in part by the:

1. Presence on, use or occupancy of Landlord property;

2. Acts, omissions, negligence (including professional negligence and malpractice), errors, recklessness, intentional wrongful conduct, activities, or operations;

3. Any breach of the terms of this Lease;

4. Performance, non-performance or purported performance of this Lease;

5. Violation of any law, regulation, rule, Advisory Circular or ordinance;

6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or

7. Contamination of the soil, groundwater, surface water, storm water, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection Agency or other regulatory agency to be an environmental contaminant

of or by Tenant or Tenant's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by Tenant unless the liability, suit, claim, procedure, lien, expense, loss, cost, fine or damages is caused substantially or completely by an indemnified party. This indemnity obligation expressly applies and shall be construed to include any and all claims caused, except where caused substantially or completely by the negligence, acts or omissions of the Landlord, it's members, officers, agents, employees, and volunteers.

B. In addition to the duty to indemnify and hold harmless, Tenant will have the separate and independent duty to defend Landlord, its members, officers, agents, employees, volunteers and Landlord Parties from all suits, claims, proceedings, or actions of any nature seeking damages, equitable or injunctive relief, liens, expenses, losses, costs, royalties, fines or attorney's fees or any other relief in the event the suit, claim, or action of any nature arises in whole or in part from the:

1. Presence on, use or occupancy of Landlord property;

2. Acts, omissions, negligence (including professional negligence and malpractice), errors, recklessness, intentional wrongful conduct, activities, or operations;

3. Any breach of the terms of this Lease;

4. Performance, non-performance or purported performance of this Lease;

5. Violation of any law, regulation, rule, Advisory Circular, or ordinance;

6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or

7. Contamination of the soil, groundwater, surface water, stormwater, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection agency or other regulatory agency to be an environmental contaminant

of or by Tenant or Tenant's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by Tenant unless it is caused substantially or completely by Landlord, its members, officers, agents, employees, or volunteers. This duty to defend exists immediately upon presentation of written notice of a suit, claim or action of any nature to Tenant by a party entitled to a defense hereunder. This defense obligation expressly applies and shall be construed to include any and all claims caused except where caused substantially or completely by negligence, acts or omissions of the Landlord, it's members, officers, agents, employees and volunteers.

C. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Fla. Stat. §725.06(2)-(3) or Fla. Stat. §725.08, then with respect to the part so limited, Tenant agrees to the following: To the maximum extent permitted by Florida law, Tenant will indemnify and hold harmless Landlord, its members, officers, agents, employees, volunteers and Landlord Parties from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fee, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of Tenant and persons employed or utilized by Tenant in the performance of this Lease.

D. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Florida Statute §725.06 (1) or any other applicable Laws, then with respect to the part so limited the monetary limitation on the extent of the indemnification shall be the greater of the (i) monetary value of this Lease, (ii) coverage amount of Commercial General Liability Insurance required under this Lease, or (iii) $1,000,000.00. Otherwise, the obligations of this Article will not be limited by the amount of any insurance required to be obtained or maintained under this Lease.

E. In addition to the requirements stated above, to the extent required by Florida Department of Transportation (FDOT) Public Transportation Grant Agreement and to the fullest extent permitted by law, the Tenant shall indemnify and hold harmless the State of Florida, FDOT, including the FDOT's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Tenant and persons employed or utilized by the Tenant in the performance of this Lease. This indemnification in this paragraph shall survive the termination of this Lease. Nothing contained in this paragraph is intended nor shall it constitute a waiver of the State of Florida's and FDOT's sovereign immunity.

F. Tenant's obligations to defend and indemnify as described in this Article will survive the expiration or earlier termination of this Lease until it is determined by final judgment that any suit, claim or other action against Landlord, its members, officers, agents, employees, volunteers and Landlord Parties its fully and finally barred by the applicable statute of limitations or repose.

G. Nothing in this Article or Lease will be construed as a waiver of any immunity from or limitation of liability Landlord, or its members, officers, agents, employees, and volunteers may have under the doctrine of sovereign immunity under common law or statute.

H. Landlord and its members, officers, agents, employees, volunteers, and Landlord Parties reserve the right, at their option, to participate in the defense of any suit, without relieving Tenant of any of its obligations under this Article.

I. If the above subarticles A – H or any part of subarticles A – H are deemed to conflict in any way with any Laws, the subarticle or part of the subarticle will be considered modified by such Laws to remedy the conflict.

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 untenantable and Landlord determines (in Landlord's reasonable discretion) that it can make the Premises tenantable within 180 days after the date of the casualty, then Landlord will notify Tenant that Landlord will within the 180 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 untenantable abate pro rata (based upon the rentable area of the untenantable portion of the Premises as compared with the rentable area of the entire Premises).

11.2 Not Tenantable Within 180 Days. If fire or other casualty renders the whole or any material part of the Premises untenantable and Landlord determines (in Landlord's reasonable discretion) that it cannot make the Premises tenantable within 180 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 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 180 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, 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) to repair all of the damage, or if Landlord's lender does not allow Landlord to use sufficient proceeds to repair all of the damage, 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 untenantable will abate pro rata (based upon the rentable area of the untenantable 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 Tenant 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 untenantable or (b) if the event does not render the Premises completely untenantable, the effective date of such termination (provided that if a portion of the Premises is rendered untenantable and Tenant does not use same, but the remaining portion is tenantable, then Tenant's obligation to pay Basic Rent and Tenant's Share of Expenses abates pro rata [based upon the rentable area of the untenantable 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 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 Tenant and 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, (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 (excluding reasonable commissions, attorneys' fees, marketing costs and other similar 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. In no event may Tenant cause or suffer a Transfer to another tenant of the Building. 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), may cause a Transfer to an Affiliate if Tenant: (a) notifies Landlord at least thirty (30) days prior to such Transfer; (b) delivers to Landlord, at the time of Tenant's notice, current financial statements of Tenant and the Affiliate that are reasonably acceptable to Landlord; and (c) 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 Tenant's receipt of written notice from Landlord that such amount was not paid when due; provided that Landlord shall not be obligated to provide such notice more than twice in any twelve (12) month period. Email notice for the foregoing is sufficient.

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 uncurable 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. 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.

ARTICLE 15. SUBORDINATION; ESTOPPEL CERTIFICATES

15.1Subordination. 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 self-effectuating 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. Tenant's subordination to any Mortgage existing as of the Effective Date is likewise conditioned upon Landlord delivering to Tenant a commercially reasonable subordination, non-disturbance and attornment agreement from the holder of each such existing Mortgage. 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, 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 Mortgagee 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 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 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 ten (10) Business 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, all specified Alterations and Tenant's Improvements placed on the Premises. 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.

16.2Holding Over. If Tenant continues to occupy the Premises after the expiration of the Term, unless otherwise agreed to in writing, such occupancy will constitute and be construed as a tenancy at sufferance from month to month on the same terms and conditions as contained in this Lease then in effect; provided, however, that the Basic

Rent payable for each one (1) month holding over period will equal one hundred fifty percent (150%) of the total monthly Basic Rent then in effect. Said holding over period and Basic Rent will continue until either Party gives the other Party thirty (30) days prior written notice of termination.

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.

16.4 No Acceptance of Surrender. No act by Landlord or Landlord's agents or employees during the Term will be deemed an acceptance of the surrender of this Agreement, and no acceptance of a surrender will be valid unless in writing.

ARTICLE 17. ADDITIONAL PROVISIONS

17.1 Initial Improvements.

17.1.1. Landlord's Improvements. Landlord shall provide the Premises in "as-is" condition.

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 Payment Security Requirements. Tenant will provide Landlord on or before the Effective Date of this Lease with an acceptable bond, irrevocable letter of credit or other similar security acceptable to Landlord in an amount equal to thirty-five thousand dollars ($35,000.00) to guarantee the faithful performance by Tenant of its obligations under this Lease and the payment of all Rents, fees, tax assessments, and charges due hereunder ("Payment Security"). Such Payment Security will be in a form and with a company acceptable to Landlord and licensed to do business in the State of Florida. In the event that any such Payment Security is for a period less than the full period required under this Lease or if such Payment Security is canceled, Tenant will provide a renewal or replacement Payment Security for the remaining required period at least sixty (60) days prior to the date of such expiration or cancellation. Such Payment Security will require notice by the surety to Landlord at least sixty (60) days prior to any cancellation.

17.2.1. In the event Landlord is required to draw down or collect against Tenant's Payment Security for any reason, Tenant will, within fifteen (15) days after such draw down or collection, take such action as is necessary to replenish the existing Payment Security to an amount equal to the original amount or provide additional or supplemental Payment Security from another source such that the aggregate of all Payment Security is equal to thirty-five thousand dollars ($35,000.00).

17.2.2. In addition to the foregoing, upon the occurrence of any act or omission by Tenant that would constitute an Event of Default under this Lease, or upon Tenant's election to assume this Lease under Federal Bankruptcy Rules and Regulations, as such may be amended, supplemented, or replaced, Landlord, by written notice to Tenant given at any time within ninety (90) days of the date such event becomes known to

Landlord, may impose or re-impose the requirements of this Article upon Tenant. In such event, Tenant will provide Landlord with the required Payment Security within fifteen (15) days from its receipt of such written notice and will thereafter maintain such Payment Security in effect until the expiration of a period of eighteen (18) consecutive months during which Tenant commits no additional act or omission that would constitute an Event of Default under in this Lease or the termination of bankruptcy proceedings, whichever is later. If Tenant fails to obtain and keep in force the Payment Security required hereunder, such failure will be grounds for immediate termination of this Lease. Landlord's rights under this Article will be in addition to all other rights and remedies provided to Landlord under this Lease.

17.3 Guaranty. If required by Landlord, the obligations of this Lease are guaranteed by the Guaranty attached hereto as Exhibit "J", Guaranty, and incorporated herein by reference. Notwithstanding anything in Exhibit "J" to the contrary, Landlord shall first pursue its remedies against Tenant before enforcing the Guaranty against any Guarantor provided however, with respect to this Lease, Landlord has had a full and fair opportunity to review Tenant's financials prior to allowing Tenant to enter into this Lease and are waiving the requirement of a personal guarantee.

ARTICLE 18. **MISCELLANEOUS PROVISIONS**

18.1 Notices and Communication. All notices or communications whether to Landlord or to Tenant pursuant hereto will be deemed validly given, served, or delivered, upon receipt by the party by hand delivery, or three days after depositing such notice or communication in a postal receptacle, or one day after depositing such notice or communication with a reputable overnight courier service and addressed to the specified addresses in the Basic Terms or to such other address as either Party may designate in writing by notice to the other Party delivered in accordance with the provisions of this Article. In addition to the above requirement, any notice, consent, or other communication required by this Lease shall be in writing and may be sent via electronic mail to the email address as reflected in Basic Terms, Section 10.

If the notice is sent through a mail system, a verifiable tracking documentation such as a certified return receipt or overnight mail tracking receipt is encouraged.

Tenant will notify Landlord in writing within 10 days following any change in Tenant's representative, Tenant's name, or Tenant's address indicated above in Basic Terms.

18.2 Subordination to Trust Agreement. This Lease and all rights of Tenant hereunder are expressly subordinated and subject to the lien and provisions of any pledge, transfer, hypothecation, or assignment made at any time by Landlord to secure financing. This Lease is subject and subordinate to the terms, covenants, and conditions of the Trust Agreements made by Landlord authorizing the issuance of bonds by Landlord. Conflicts between this Lease and the documents mentioned above will be resolved in favor of such documents.

18.3 Miscellaneous. Whenever used, the singular will include the plural, the plural the singular, and the use of any gender will include both genders.

18.4Transfer 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 Payment Security). 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.

18.5 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.

18.6 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.

18.7 Relationship of Parties. Tenant is and will be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions, and Landlord will in no way be responsible for Tenant's acts or omissions. Nothing in this Lease shall be construed to create a partnership, joint venture, or employment relationship between the 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.

18.8 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.

18.9 Agent for Service of Process. It is expressly agreed and understood that if Tenant is not a resident of the State of Florida, or is an association or partnership without a member or partner resident of the State of Florida, or is a foreign corporation, then in any such event Tenant does designate the Secretary of State, State of Florida, its agent for the purpose of service of process in any court action between Tenant and Landlord arising out of or based upon this Lease and the service will be made as provided by the laws of the State of Florida for service upon a non-resident. It is further expressly agreed, covenanted, and stipulated that if for any reason service of such process is not possible, and Tenant does not have a duly noted resident agent for service of process, as an alternative method of service of process, Tenant may be personally served with such process out of the State of Florida by the registered mailing of such complaint and process to Tenant at the address set out in this Lease and that such service will constitute valid service upon Tenant as of the date of mailing and Tenant will have thirty (30) days from date of mailing to respond thereto. It is further expressly understood that Tenant hereby agrees to the process so served, submits to the jurisdiction and waives any and all obligation and protest thereto, any laws to the contrary notwithstanding.

18.10 Severability. If any provision in this Lease is held by a court of competent jurisdiction to be invalid, the validity of the other provisions of this Lease which are severable shall be unaffected.

18.11 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.

18.12 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.

18.13 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.

18.14 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.

18.15 Time is of the Essence. Time is of the essence of this Lease.

18.16 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.

18.17 Personal Liability. No elected official, appointed official, director, officer, agent or employee of the Landlord shall be charged personally or held contractually liable by or to Tenant under any term or provision of this Lease, or because of any breach hereof, or because of its or their execution, approval, or attempted execution of this Lease.

18.18 Property Rights Reserved. This Lease will be subject and subordinate to all the terms and conditions of any instruments and documents under which Landlord acquired the land or improvements thereon, of which said Premises are a part. Tenant understands and agrees that this Agreement will be subordinate to the provisions of any existing or future agreement between Landlord and the United States of America, or any of its agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport, and to any terms or conditions imposed upon the Airport by any other governmental entity.

18.19 Waiver of Claims. Tenant hereby waives any claim against Landlord and its officers, Board members, agents, or employees for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Lease or any part hereof, or by any judgment or award in any suit or proceeding declaring this Lease null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

18.20 Tenant's and Guarantor's Organizational Documents; Authority. If Tenant or Guarantor, if any, is an entity, Tenant, within ten (10) days after Landlord's written request, will deliver or cause to be delivered to Landlord any and all certificates of good standing from the state of formation of Tenant or Guarantor, if any, and, if different, the state where the Premises are located, confirming that Tenant or Guarantor, if any, is in good standing under the laws governing formation and qualification to transact business in such state(s); and a resolution of Tenant or Guarantor, if any, with secretary's and incumbency certificate (satisfactory to Landlord), authorizing Tenant's execution of this Lease, or Guarantor's, if any, and the person signing the Lease and Guaranty on Tenant's or Guarantor's, if any, behalf to sign the Lease and Guaranty. Tenant and each individual signing this Lease on behalf of Tenant represents and warrants that they are duly authorized to sign on behalf of and to bind Tenant and that this Lease is a duly authorized obligation of Tenant.

18.21 Force Majeure. Neither Party will be liable to the other for any failure, delay or interruption in performance caused by Force Majeure events or circumstances affecting the Parties, their contractors or subcontractors for the duration of the Force Majeure event or circumstance. Nothing in this Section abates, postpones or diminishes Tenant's obligation to make payments due to Landlord hereunder.

18.22 Tenant Tenancy. The undersigned representative of Tenant hereby warrants and certifies to Landlord that Tenant is an organization in good standing in its State of registration, that it is authorized to do business in the State of Florida, and that the undersigned officer is authorized and empowered to bind the organization to the terms of this Lease by his or her signature thereto.

18.23 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.

18.24 Financial Statements. Tenant will, without charge to Landlord, no more than once per calendar year (except in connection with a proposed Transfer, financing event, or during the continuance of an Event of Default), within ten (10) days after written request by Landlord, 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.

18.25 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.

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

18.27 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.

18.28 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 Tenant's employees and agents who have a legitimate need to know such information (and who will also keep the same in confidence).

18.29 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.

18.30 Radon Gas Notification. In accordance with requirements of the State of Florida, the following notification statement will be included in all agreements relating to rental of real property. This is provided for information purposes only.

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

18.30.1. Other Property Conditions.

18.30.1.1 Areas of Landlord property are impacted by the past release of pollutants that are regulated by FDEP. This is the result of historical airport operations, commercial and industrial activities that occurred prior to property acquisition, or naturally occurring conditions. FDEP manages the State's site restoration program. FDEP requires site restoration to be commensurate with land use, public health and the environment. These provisions allow low levels of contaminants to remain in place and run with the land subject to the implementation of required controls including, but not limited to, property use restrictions, activity and use limitations, institutional controls, or engineering controls. The Landlord worked with FDEP to develop Soil and Groundwater Use Regulations that memorialize these controls. The Soil Use Regulation provides a process for Landlord to review and approve in advance all plans for soil excavation or disturbance. The Groundwater Use Regulation restricts drilling for water and requires that buildings used for human occupancy be piped to the public water system. Although the Soil and Groundwater Use Regulations apply to the airport, the same protections and standards are generally applied at all Landlord property including the general aviation airports.

18.30.1.2 As restoration projects are completed on Landlord property, documents and maps are submitted to FDEP. FDEP maintains this information in an information repository that provides a self-service portal called Map Direct that allows map viewing and document download. Areas of Landlord property that are undergoing a site restoration project, or have achieved a closed status, can be viewed in Map Direct. The Soil and Groundwater Use Regulations, and links to State radon protection maps and other property condition maps are posted on Landlord website at www.TampaAirport.com > Learn about TPA > Airport Business > Other Business Links – Radon Gas and Other Property Conditions.

18.31 Anti-Human Trafficking Laws. Tenant is required to complete Exhibit "I", Affidavit of Compliance with Anti-Human Trafficking Laws, at the time this Lease is executed and to complete new Exhibit "I" for each renewal option period, if any.

This Lease will be terminated in accordance with Florida Statute Section 787.06 if it is found that Tenant submitted a false Affidavit.

18.32 Americans with Disabilities Act. Tenant will comply with the applicable requirements of the Americans with Disabilities Act; the Florida Americans with Disabilities Accessibility Implementation Act; Florida Building Code, Florida Accessibility Code for Building Construction; and any similar or successor laws, ordinances, rules, standards, codes, guidelines, and regulations and will cooperate with Landlord concerning the same subject matter.

18.33 FAA Required Language. The Parties agree to comply with the federally-required language contained in Exhibit H, Compliance with Non-Discrimination Requirements, which is attached hereto and incorporated herein by reference.

18.34 Applicable Law and Venue. This Lease will be construed in accordance with the laws of the State of Florida. Venue for any action brought pursuant to this Lease will be in Hillsborough County, Florida, or in the Tampa Division of the U.S. District Court for the Middle District of Florida.

18.35 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.

18.36 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 August, 2026.

ATTEST:

HILLSBOROUGH COUNTY AVIATION AUTHORITY

By:________________________________
Jane Castor, Secretary
Address: P. O. Box 22287
Tampa, FL 33622

By:________________________________
Arthur F. Diehl III, Chairman
Address: P. O. Box 22287
Tampa, FL 33622

Signed, sealed, and delivered
in the presence of:

____
Witness Signature

____
Print Name and Address

____
Witness Signature

____
Print Name and Address

LEGAL FORM APPROVED:

By:________________________________
David Scott Knight, Assistant General Counsel

HILLSBOROUGH COUNTY AVIATION AUTHORITY
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online authorization, this ____ day of ____________, 2026, by Arthur F. Diehl III, in the capacity of Chairman, and by Jane Castor in the capacity of Secretary, for Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida, on its behalf.

Stamp or Seal of Notary

____
Signature of Notary

____
Print, Type, or Stamp Commissioned Name of Notary

Personally Known OR Produced Identification
Type of Identification Produced

AMERICAN FINANCIAL RESOURCES, LLC

Signed in the presence of:

By: [signature]

Title: COO

[signature: Laurie Hynes]
Witness Signature

LAURIE HYNES
Print Name

Michael Brenning
Print Name

3031 N. Rocky Pt. Dr.
Print Address

Tampa, Fl 33558

[signature: Rosalia Behrens]
Witness Signature

Rosalia Behrens
Print Name

AMERICAN FINANCIAL RESOURCES, LLC
STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 15th day of July, 2026 by Michael Brenning (name of person) as COO (type of authority) for American Financial Resources, LLC (name of party on behalf of whom instrument was executed).

Cindy Baxter

Signature of Notary Public – State of Florida

Cindy Baxter
Print, Type or Stamp Commissioned Name of Notary Public

Personally known to me OR Produced Identification

Type of Identification Produced
Florida Driver License

CINDY BAXTER
NOTARY PUBLIC
MY COMMISSION EXPIRES 9-27-2028
STATE OF FLORIDA
COMMISSION NUMBER HH 581177

Signature Page to Office Lease Agreement

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.

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

"**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 June 1, 2027.

"**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 or private 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, Building Rules, and Permitted Encumbrances.

"**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 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 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 improvement 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; or (vi) allowance or expense for depreciation or amortization. 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.

"**Payment Security**" means the security deposit 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.

"**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 private entity having the authority to assess the Property under any Permitted Encumbrances. 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, estate or inheritance taxes. 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 includes the value of free rent and other concessions Landlord gives in connection with re-entering or reletting all or any part of the Premises.

"**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.

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

"**Substantial Completion**" means either (a) the issuance of a Certificate of Occupancy (or all approvals required for the issuance thereof) for the Premises, thereby allowing Tenant the lawful ability to occupy the Premises, or (b) if a Certificate of Occupancy is not required as a condition to Tenant's lawful occupancy of the Premises, the substantial completion (subject to punch list items) of Tenant's Improvements for the Premises, as confirmed in writing by Landlord; provided, however, that if either (a) or (b) is delayed or prevented because of any Tenant Delays or work for which Tenant is responsible to perform in the Premises, "Substantial Completion" means the performance, subject to punch list items, of all of Landlord's work that is necessary for either (a) or (b) to occur (or would have been performed were it not for Tenant Delays) and Landlord has made the Premises available to Tenant for the performance of Tenant's work (or would have made the Premises so available were it not for Tenant Delays).

"**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

Note: For purposes of clarity, all furniture and Tenant Improvements shown below are for conceptual purposes only and Tenant shall be solely responsible for providing all furniture and Tenant Improvements within the Premises.

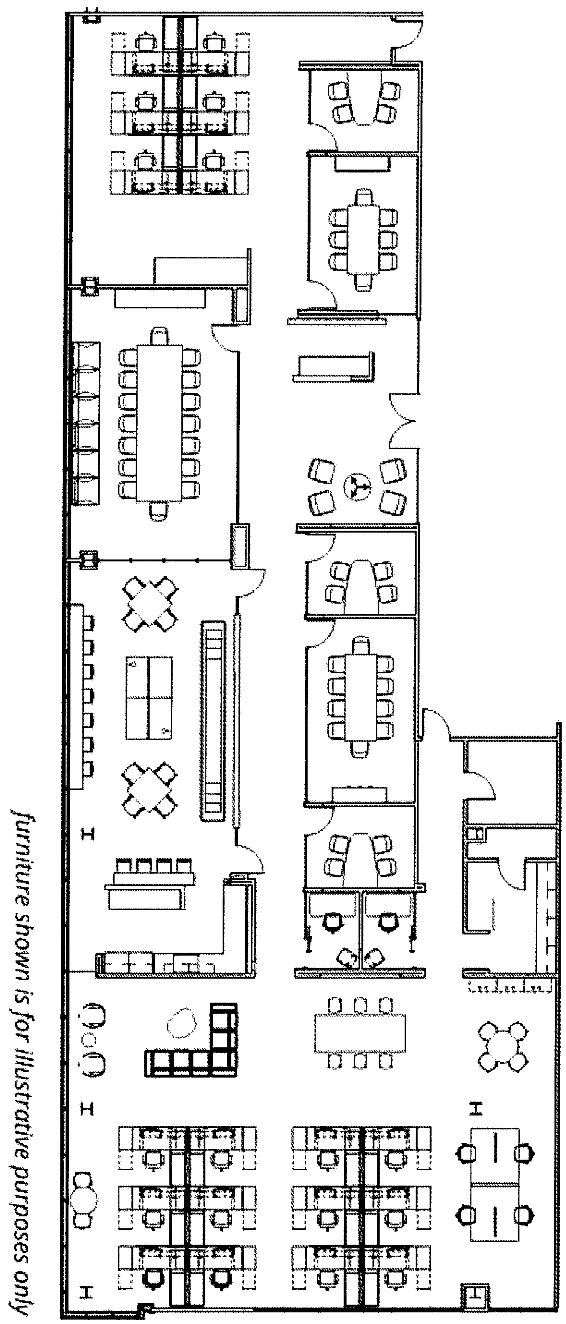

EXHIBIT "D"

NOT USED

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.

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. 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

Landlord shall deliver the Premises in "as-is" condition and Tenant accepts the Premises in "as-is" condition.

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.

ARTICLE 1
SPACE PLAN AND CONSTRUCTION DRAWINGS AND SPECIFICATIONS

1.1 Space Plan. Tenant will engage a licensed architect approved in writing by Landlord ("**Architect**") to develop and design a space plan ("**Space Plan**") for the Tenant's Improvements. Tenant will provide Landlord with the Space Plan for Landlord's prior written approval, which may be granted or withheld in Landlord's sole discretion. The Space Plan must (a) be compatible with the Building and the mechanical components of the Building (as reasonably determined by Landlord); (b) show, in reasonable detail, the design and appearance of the finishing material Tenant will use in connection with installing the Tenant's Improvements; and (c) conform to all applicable governing codes, ordinances and other Laws. All Space Plan drawings must be not less than 1/8" scale. Without limiting those general requirements, the Space Plan must expressly specify and include (without limitation) all of the following: (1) wall types and heights and insulation, if needed; (2) door types and hardware groups; (3) door frames types; (4) ceiling heights; (5) ceiling materials; (6) floor finishes and locations; (7) wall finishes and locations; (8) any appliances, special systems or equipment to be furnished as a part of the construction; (9) any mechanical requirements beyond that provided in the base building; (10) any fire protection requirements beyond that provided in the base building; (11) any plumbing requirements; (12) all power and data locations; (13) any power required other than building standard power distribution; (14) any power requirements for modular furniture; (15) any emergency power requirement; (16) any lighting requirements beyond that provided in the base building; and (17) millwork elevations and details. The Space Plan must also include enlarged sketch layouts for any non-standard rooms, including reflected ceiling plans, and must state the approximate usable and rentable square footage of the Premises.

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 may be granted or withheld in Landlord's sole discretion. If Landlord 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.

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. 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 may be granted or withheld in Landlord's sole discretion. Landlord will not approve any deviations which Landlord 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 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; (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 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.

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 $15.00 per rentable square foot of the Premises ($114,915 in total). Notwithstanding anything to the contrary in this Work Letter, including the definition of "Tenant Work," Tenant may apply up to $3.00 per rentable square foot of the Premises of the Improvement Allowance toward the cost of Tenant's rebranding or cabling of the Premises but in no event shall any portion of the Improvement Allowance be used for Tenant's furniture. Such amounts shall be deemed includable in Total Costs and reimbursable as part of the Improvement Allowance.

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 determined by Landlord 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 180 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 satisfactory to 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 and such other affidavits, certificates, information, and data as may be requested by Landlord from all general contractors, subcontractors and materialmen performing work on the Premises; (d) such documentation as Landlord deems reasonably 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 together with duly executed assignments thereof to Landlord; (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, Landlord will pay to Tenant the amount of the Actual Costs, up to the maximum amount of the Improvement Allowance. Landlord may retain from such payment an amount equal to 150% of the estimated cost of completing all "punch list" items identified as provided in Section 2.4 above, which retained amount will be paid to Tenant when all such punch list items are completed to Landlord's satisfaction. Tenant shall be solely responsible for any and all costs of constructing the Tenant's Improvements in excess of the Improvement Allowance. The Improvement Allowance shall expire 180 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 180 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

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**"). 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 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). The Tenant/Contractor will furnish co-obligee payment and performance bonds for all projects where the cost of construction is over $25,000. The bonds will be in the full amount of the construction contract, on the current forms provided by or deemed acceptable by the Landlord, with a surety or sureties for the full and faithful performance of the work. The surety on any bond will be a corporate surety, satisfactory to the Landlord, authorized under the laws of Florida to do business in the State of Florida and authorized to write that type of bond through a resident agent of the corporation located in the State of Florida. Bonds must be approved by the Landlord prior to the commencement of any on-site work. Any forms used other than Landlord's form will require a legal review. Such review may cause a delay in the final approval of a permit. Tenant will not commence construction before Landlord has provided Landlord's written approval of the foregoing deliveries, which approval may be granted or withheld in Landlord's sole discretion. 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 15 days after 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. 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.

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. 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 Mike Brennan 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 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.

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. All other areas 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:

ITEM	BASE BUILDING	TENANT IMPROVEMENTS
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, 1st 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.
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

Floor Covering	a. Provide smooth troweled concrete slabs, ready for finish at tenant areas. Provide floor covering and base at 1st floor lobby, amenity areas and all floors' bathrooms and elevator lobbies.	a. Furnish and install floor coverings and base as required by Tenant's space plan. b. Provide other tenant specific floor finishes (access flooring, etc.)

Doors, Frames and Hardware	a. Furnish, install and finish at base building rooms and elevator lobbies.	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.

HVAC	a. Furnish and install base building heating and cooling system. 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. c. Furnish and install base building energy management system. Provide minimal VAV boxes in tenant space as shown on Core and Shell plans. d. Provide exhaust systems for base building spaces as required. e. HVAC system shall be tested, adjusted, and balanced at time of certificate of occupancy in accordance with the requirements of NEBB or AABC. f. The building HVAC system shall be commissioned in accordance with the requirements of Florida Energy Conservation Code, 2017 edition.	a. Install separate air conditioning units and metering for non-standard loads. b. Connect tenant's duct to main duct at location near mechanical room 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. 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. e. Furnish and install exhaust systems for Tenant spaces as required. 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.

Plumbing	a. Furnish and install complete plumbing in core toilet rooms 1st floor and locker rooms. b. Furnish and install electric water cooler(s) adjacent to public toilet rooms as required by building code and ADA. c. Provide (1) one wet stack at each end of building. d. Provide sanitary/vent stack future tenant connections just past restroom plumbing chase on each side of chase.	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. 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. c. Tenant responsible for piping all improvements to existing stub-out / stack locations. d. Submetering may be required for non-standard plumbing installations.

Fire Protection Sprinkler System	a. Furnish and install upturned sprinkler heads throughout the unfinished tenant spaces as required per code. b. Main system and monitoring. c. Pump if required. d. Down turning semi-recessed heads in finished core areas only (e. g. restrooms). e. Manual wet standpipe in accordance with NFPA 14.	a. Furnish and install semi-recessed sprinkler heads throughout the tenant spaces at finished ceiling height. b. Relocate or add sprinkler drops at finished ceiling height for proper coverage as dictated by the Tenant's space plan. c. Add specialty systems (FM200, pre-action, hood suppression systems, etc.) as dictated by the Tenant space plan.

Lighting	a. Furnish and install light fixtures at base building rooms as described in the outline specifications. b. Furnish and install exit lights at stairwells and exterior doors. c. Furnish and install emergency lights as required by the code for the base building. d. Furnish and install lighting control panels.	a. Furnish and install LED light fixtures as required by the space plan. Furnish and install light switches. b. Furnish and install accent LED lighting and other special lighting as required by Tenant. c. Furnish and install additional exit lights as dictated by the space plan. d. Furnish and install additional emergency lights as dictated by the space plan.

Electrical	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. b. Furnish and install fire alarm system for base building as required by code. c. Conduit from ROW into service room. One service area on ground floor, tenant to distribute to space from there.	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. b. Core drill holes in decks for floor outlets. Furnish and install floor outlets as required per owner approved plans. c. Furnish and install vertical and horizontal distribution including terminal room, if required, by Tenant's telephone system. 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. e. Furnish and install computer power distribution and emergency power generator systems. 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. g. Submetering may be required for non-standard loads or installations. 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. 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.

Signage	a. Furnish and install code required signage at toilet rooms, utility rooms and exit stairwells. b. Furnish and install building address letters as required by Fire Dept.	a. Provide identification signage at tenant spaces as desired by tenant and approved by owner.

Fire Extinguishers	a. Furnish and install two fire extinguishers in base building finished areas per code.	a. Furnish and install fire extinguishers and cabinets in tenant space as required by space layout.

Window Blinds	a. No requirement.	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.
Roofing	a. Furnish and install roofing membrane and insulation.	a. Any installations on the roof to be approved by Landlord and Tenant must use base building roofer for any activities on the roof.

Base Building Subcontractor/Vendor Contacts

<u>Building Automation System (HVAC Controls) and Fire Alarm</u>
Johnson Controls
www.johnsoncontrols.com
Controls – Steve Brown
813-623-1188
Fire Alarm – Chris Oldham
813-422-9179

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 200 (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 ________, 2026 (the "**Lease**"), by and between the HILLSBOROUGH COUNTY AVIATION AUTHORITY, an independent special district under the laws of the State of Florida, ("**Landlord**"), and AMERICAN FINANCIAL RESOURCES, LLC, a Delaware limited liability company ("**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.

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.

39. If reasonably required by Landlord or Property Manager, Contractor shall deposit with Landlord or Property Manager an amount reasonably designated thereby prior to commencing the Work. The deposit will be cashed in a non-segregated account of Landlord or Property Manager. Deposit will be refunded along with the final payment, following the successful completion of the Work. In the event that the Contractor fails to complete the Work in compliance with the contract, causes any damage to the Building, fails to pay subcontractors, is fined as described above, or causes any other financial loss to the Landlord, then Landlord shall have the right to use the deposit in part or in whole to offset those costs. However, the use of the deposit shall in no way limit the rights of the Landlord to collect any damages caused by the Contractor.

EXHIBIT H

COMPLIANCE WITH NON-DISCRIMINATION REQUIREMENTS

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

A. Compliance with Regulations: Tenant (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are incorporated herein by reference and made a part of the Lease.

B. Nondiscrimination: Tenant, with regard to the work performed by it during the Lease, will not discriminate on the grounds of race, color, national origin, creed, sex, age or disability 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 Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. 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, including but not limited to:

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) including amendments thereto;

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 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

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 § 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

7. The Civil Rights Restoration Act of 1987, (P.L. 100-259), (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 contractors, whether such programs or activities are Federally funded or not);

8. The Titles II and III of the Americans with Disabilities Act of 1990 (42U.S.C. § 12101, et seq), 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 as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38; and

9. 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. 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 Nondiscrimination Acts and Authorities on the grounds of race, color, national origin, sex, creed, age or disability.

D. 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 Nondiscrimination Acts and Authorities and instructions. 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.

E. Sanctions for Noncompliance: In the event of Tenant's noncompliance with the nondiscrimination provisions of the Lease, the Landlord will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to,

1. Withholding payments to Tenant under the Lease until Tenant complies and/or

2. Cancelling, terminating, or suspending the Lease, in whole or in part.

F. Incorporation of Provisions: Tenant will include the provisions above 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.

EXHIBIT "I"

Affidavit of Compliance with Anti-Human Trafficking Laws

In accordance with Section 787.06(14), Florida Statutes, the undersigned, on behalf of American Financial Resources, LLC, ("Tenant"), hereby attests under penalty of perjury that the Tenant:

1. Does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

The undersigned is authorized to execute this Affidavit on behalf of Tenant.

Date: July 15th, 2026

Entity: American Financial Resources, LLC

Signed: [signature]

Name: Michael Brenning

Title: COO

EXHIBIT "J"

GUARANTY OF LEASE

GUARANTY OF OFFICE LEASE AGREEMENT BETWEEN HILLSBOROUGH COUNTY AVIATION AUTHORITY, AN INDEPENDENT SPECIAL DISTRICT EXISTING UNDER THE LAWS OF THE STATE OF FLORIDA ("LANDLORD") AND AMERICAN FINANCIAL RESOURCES, LLC, A DELAWARE, LIMITED LIABILITY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA ("TENANT") DATED ________________,2026.

FOR VALUE RECEIVED, in consideration for, and as an inducement to, Landlord entering into the Office Lease Agreement ("Agreement") referenced above with Tenant, concerning the leased Premises as described in said Agreement, the undersigned absolutely and unconditionally guarantees to Landlord and Landlord's successors and assigns under the Agreement, the timely and complete performance of the obligations in the Agreement to be performed or observed by Tenant (the "Guarantied Obligations"), all without requiring any notice of nonperformance or non-observance by Tenant unless otherwise expressly required under the Agreement. The undersigned unconditionally expressly agrees that the validity of this Guaranty and the obligations and covenants of the undersigned set forth herein shall in no event be terminated, modified, amended, affected or impaired by reason of the assertion by Landlord against Tenant of any of the rights or remedies reserved to Landlord pursuant to the provisions of the Agreement, or by Landlord granting any indulgence or waiver or giving of additional time to Tenant for the performance of any of the obligations of Tenant under the Agreement, and this Guaranty shall remain in full force and effect notwithstanding any renewal, modification, amendment, extension, assignment, or holdover of the Agreement. The Landlord shall have no obligation to pursue any remedies against Tenant before enforcing this Guaranty against the undersigned, notwithstanding absence of notice to, or consent of, the undersigned, or any of them, such consent or notice being expressly and unconditionally waived.

This Guaranty and the Agreement will be construed in accordance with the laws of the State of Florida. Venue for any action brought pursuant to this Guaranty and the Agreement will be in Hillsborough County, Florida, or in the Tampa Division of the U.S. District Court for the Middle District of Florida.

Dated:______________________________, 2026.

GUARANTOR:

Address:

By:______________________________________

Name:____________________________________

Title: ___________________________________