


**MEMORANDUM**

**TO:** Central Florida Expressway Authority Board

**FROM:**  Joseph L. Passiatore, General Counsel

**DATE:** September 30, 2014

**SUBJECT:** Consent to Sublease of Parking Lot at Former OOCEA Administration Building

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CFX has received a request from Dr. Phillips Performing Arts Center (“DPAC”) for its consent to a Sublease by Delaney OB/GYN, CFX’s tenant, of the parking lot at the former OOCEA Administration building located at 525 S. Magnolia Avenue to DPAC.

DPAC desires to use sixty one spaces of the parking lot to facilitate valet parking during performances at the new Performing Arts Center.

Consent was previously given in June by the former OOCEA Board, however, the lease was subsequently revised and now requires a second consent; this time from CFX.

CFX will not share in the rental because the original lease allows Delaney OB/GYN continuous occupation of the premises. The rent paid to CFX (currently \$20,178.67 per month) is fair market value predicated on uninterrupted use. All remaining issues such as liability, insurance and indemnification of CFX are adequately addressed in the Sublease.

Staff recommends approval and authorization for the Interim Executive Director to execute the Consent to Sublease. Mr. Ellery Brown, Vice President of Theater Operations will be in attendance to answer questions from the Board.

JLP/ml  
Enclosures: DPAC letter of September 23, 2014  
Sublease and CFX Consent

cc: Joseph A. Berenis  
Laura Kelley



dr. phillips center

FOR THE PERFORMING ARTS

155 e. anderson street  
orlando, florida 32801  
p 407 839 0119  
f 407 839 0116

**TRANSMITTAL VIA E-MAIL**

September 30, 2014

Mr. Joseph Passiatore  
General Counsel  
Central Florida Expressway Authority  
4974 ORL Tower Road  
Orlando, FL 32807

Dear Mr. Passiatore:

Please find attached pages 12 and 13 from the Dr. Phillips Center/Women's Care of Central Florida sub lease with the requested changes initialed by both parties.

Also, please find attached a letter from the Dr. Phillips Center's insurance broker certifying that a certificate of insurance will be issued to Women's Care of Central Florida and the Central Florida Expressway Authority once the Center binds new coverage on November 1, 2014.

The Center is finishing its negotiations with Bags, Inc for the operation of the valet. Language has been added that makes it the responsibility of Bags to maintain the valet use properties (including the Women's Care of Central Florida property) free of debris and trash whenever the property is used for valet parking.

I look forward to meeting you at the October 9<sup>th</sup> board meeting.

Regards,

Ellery J. Brown  
Vice President, Operations

Enclosure(s)



**Insurance Services**  
*Global Resources — Client Focused*

J. Rolfe Davis Insurance

850 Concourse Parkway South, Suite 200  
Maitland, FL 32751-6141  
Main (407) 691-9600  
Toll Free (800) 896-0554

To Whom it May Concern

September 29, 2014

Re: Dr. Phillips Center for the Performing Arts

BB&T/J. Rolfe Davis Insurance is the insurance agent/broker for the Dr. Phillips Center for the Performing Arts.

This letter is to certify that a certificate of Insurance will be issued to Women's Care of Central Florida and the Central Florida Expressway Authority (CFX) pursuant to Section 7 of the sublease upon binding coverage for the Dr. Phillips Center which is expected on November 1, 2014.

Sincerely,

A handwritten signature in black ink, appearing to read "Peter J. Brennan".

Peter J. Brennan, Vice President



dr. phillips center

FOR THE PERFORMING ARTS

455 s. orange avenue  
suite 700  
orlando, florida 32801  
p 407 839 0119  
f 407 839 0116

September 23, 2014

Mr. Joseph Passiatore  
General Counsel  
Central Florida Expressway Authority  
4974 ORL Tower Road  
Orlando, FL 32807

Dear Mr. Passiatore,

In June of 2014 the Dr. Phillips Center for the Performing Arts provided the (then) Orange County Expressway Authority with a sublease agreement with the Delaney OB/Gyn group for landlord approval. This agreement had been negotiated between the Center and Delaney OB/Gyn prior to seeking OCEA approval, however Delaney OB/Gyn decided to adjust the agreement upon further advice from their counsel.

Please find attached the final, executed agreement between the Dr. Phillips Center for the Performing Arts and Delaney OB/Gyn executed by both parties.

The revisions to the originally submitted agreement and the one attached include:

- Deleted landlord representation as to fitness for intended use and added explicit as-is language (Sections 2 and 13);
- Made any required alterations arising from tenant's use the responsibility and expense of tenant (Section 6);
- Made the 30 day cure period a fixed period without extension where otherwise reasonably required due to the nature of the cure (Section 11);
- Made it clear that this sublease may be immediately terminated upon termination of rights under master lease (Section 11);
- Deleted tenant's rent abatement rights under the previously enumerated force majeure and market-issue scenarios (Section 15);
- Prescribed a 200% holdover rental rate (Section 16);
- Prohibited assignment and subletting without landlord's consent (Section 17);
- Added indemnification of landlord and limitation of landlord liability provisions (Section 20); and

- Added other miscellaneous clauses (Radon, brokers, attorneys' fees and jury trial waiver) (Sections 23 – 26).

Please accept my apologies at the delay in getting this revised document to you, the revisions came as a surprise to the Center and the good doctors of Delaney OB/Gyn had many other priorities over getting this document executed and approved. Also, please be advised that in September the Center selected Bags, Inc. as the operator for the Center's valet.

I understand re-approval of the sublease may occur at the October 9<sup>th</sup> board meeting. I have included two consent forms for signature (for both the Central Florida Expressway authority and the Orlando-Orange County Expressway Authority) as well as the fully executed original for your files. The Center will send the required certificate of insurance as required by Section 7 of the Agreement as soon as it arrives.

Thank you,

A handwritten signature in blue ink, appearing to read 'Ellery J. Brown', with a stylized flourish extending to the right.

Ellery J. Brown  
Vice President, Theater Operations

Enclosure(s)

**SUBLEASE**

**THIS SUBLEASE**, dated this 10<sup>th</sup> day of ~~June~~<sup>August</sup>, 2014, for reference purposes only and entered into by and between **Women's Care Florida, LLC**, a Florida limited liability company, d/b/a Delaney OB/GYN, (Federal Tax ID#:59-3443182), hereinafter referred to as "**Landlord**", and **Dr. Phillips Center for the Performing Arts, Inc.**, a Florida not-for-profit corporation (Federal Tax ID#: 20-0695917), hereinafter referred to as "**Tenant**";

W I T N E S S E T H:

**WHEREAS**, Landlord is the sole lessee of certain real estate hereinafter described as the Parking Lot adjacent to Women's Care Florida, Delaney OB/GYN, located at 525 South Magnolia Ave Orlando, FL 32801, as more fully described in **Exhibit A** hereto, together with improvements thereon and with all appurtenances thereto, including, but not limited to, the right of ingress and egress by motor vehicles and pedestrians to and from said property, but excluding therefrom all off-site improvements (the "**Leased Premises**"), pursuant to that certain Lease Agreement dated November 18, 2010 (the "**Master Lease**") between Landlord and Orlando-Orange County Expressway Authority ("**Master Landlord**"); and

**WHEREAS**, Landlord desires to sublease the Leased Premises to Tenant, and Tenant desires to sublease the Leased Premises from Landlord for use as a valet parking lot for the Dr. Phillips Center for the Performing Arts located at 445 South

Magnolia Avenue, Orlando, FL 32801 (the "**Center**") ;

**WHEREAS**, Landlord has secured consent from Master Landlord as a required pre-condition to sublease the Leased Premises to the Tenant.

**NOW THEREFORE**, in consideration of the covenants, agreements, and conditions set forth herein, Landlord and Tenant hereby covenant and agree as follows:

1. **DEMISE OF PREMISES**. Landlord demises and leases to Tenant for the term and upon the covenants, agreements, and conditions set forth herein, the Leased Premises.

2. **CONDITION**. Landlord warrants that at the date of commencement of the lease term the Leased Premises shall be in good condition and repair. Otherwise, the Tenant accepts the Leased Premises **AS IS**. Notwithstanding any provisions herein, Tenant shall not be responsible or liable for the removal of any toxic or hazardous substances in or upon the Leased Premises or for their disposal, or for any cost or expense related to the existence of any underground storage tanks, including any discharge of any substance therefrom.

3. **USE**. The Leased Premises shall be used by Tenant as an attended or unattended parking facility for motor vehicles and for such other purpose or purposes as may be incidental thereto during the periods specified in the last paragraph of this Section (the "Permitted Hours"). Further, parking will be permitted only

for events and performances at the Center and no other purposes. Tenant shall be authorized without further consent of Landlord, pursuant to separate contract(s) between Tenant and the relevant operator(s), to retain a valet parking operator to operate the valet services for the Center on the Leased Premises. Tenant covenants and agrees that it will not use, or suffer or permit any entity to use the Leased Premises for use in violation of any federal, state or local law or ordinance of any government body having jurisdiction over the Leased Premises. Tenant shall not use or permit any other entity to use any portion of the Leased Premises for the storage, treatment, or disposal of any toxic or hazardous substances. Tenant shall have the right to erect, or to allow to be erected, at its expense, a temporary sign, or signs, to place upon the Leased Premises it deems necessary for conducting business upon the Leased Premises in accordance with the uses and purposes provided herein, in compliance with all applicable signage laws, ordinances, and regulations. Tenant agrees to remove all signs after the Permitted Hours.

Said use shall be limited to only those days when there are any events or performances at the Center requiring the use of valet in Tenant's sole discretion (each a "**Performance Day**", which term shall exclude days on which there is an event or performance at the Center but during which Tenant elects, in Tenant's sole discretion, not to use the Premises for valet operations). On any Performance Day, use shall be limited to the following time

periods: 1) From 5:30 PM to 12:00 Midnight for any Weekday Events or Performances (Monday through Friday) and, 2) From 12:00 Noon to 12:00 Midnight for any Weekend Events or Performances (Saturday and Sunday). Any vehicles remaining on the Leased Premises after the Permitted Hours may be removed by Landlord at Tenant's sole cost and expense.

4. **TERM.** The Leased Premises are hereby demised and leased unto Tenant for an initial term of five (5) years, commencing on October 1, 2014, and upon expiration of the five (5) year term, the term of this Sublease shall automatically be extended from year to year thereafter unless either party notifies the other in writing that the lease term shall not automatically be extended, which notice shall be delivered no less than sixty (60) days prior to the end of the initial five (5) year term or the end of the then current lease year of any automatic extension period, as applicable. Notwithstanding the term of this Sublease as herein provided, this Sublease may be terminated at any time as hereinafter provided.

5. **RENT.** In consideration hereof, the Tenant covenants and agrees to pay to Landlord, at the office of the Landlord, Women's Care Florida, Delaney OB/GYN 525 South Magnolia Ave Orlando, FL 32801, or such place as Landlord may from time to time designate in writing, the rent for the Leased Premises set forth in this section. Commencing with the first month of the term

of this Sublease, Tenant shall pay to Landlord as the fixed rent hereunder the sum of six hundred ten dollars (\$610.00) per Performance Day in which the Leased Premises have been used by the Tenant for valet parking, for the use of 61 marked stalls. Tenant shall also pay all sales, use and other taxes applicable to the amounts payable to Landlord under this Sublease. The Tenant shall provide a monthly report documenting the use of the Leased Premises and shall provide payment based on the number of Performance Days the Leased Premises have been used. Each monthly payment shall be mailed within 10 business days after the first day of each and every calendar month.

On an occasional basis, limited to no more than twelve (12) Performance Days per year, Landlord may notify Tenant that Landlord intends to use a portion of the Leased Premises for parking of no more than ten (10) vehicles per occurrence and will provide Tenant notice of no less than 7 business days for this use. Tenant will accommodate this use with no reduction of the fixed rent due for that Performance Day.

6. **MISCELLANEOUS COVENANTS.** Tenant shall pay, at its sole cost and expense, for any alterations required by statutes or regulations pertaining to air quality, environmental protection, provisions for persons with disabilities, or other similar governmental requirements, relating to or arising from Tenant's use of the Leased Premises. Landlord represents and warrants that

it has received no notices of claimed violations of laws, ordinances or regulations relating to the Leased Premises which have not been complied with.

Tenant hereby gives and grants to Landlord, and to its authorized representatives, the right to inspect the Leased Premises from time to time and to enter the Leased Premises for the purpose of making repairs thereto at any time, provided that Landlord makes all reasonable effort to avoid interference with Tenant's use of the Leased Premises.

7. **INSURANCE.** Tenant and its parking operator shall procure and keep in force during the term of this Sublease a comprehensive or commercial general liability insurance policy with a company licensed to do business in the State of Florida and rated A:XII or better in the "Best's Key Rating Guide" with a combined per occurrence limit of a minimum of one million dollars (\$1,000,000.00) for bodily injury and property damage covering Tenant's operations on the Leased Premises. Such insurance policy shall be endorsed to provide for not less than ten (10) days' written notice to Landlord and Master Landlord prior to termination of coverage and/or before any material changes are made which restrict or reduce the coverage provided for or change the name of the insured. Tenant shall also provide workers' compensation coverage in accordance with applicable laws. Except for workers' compensation coverage, Landlord and Master Landlord shall be named

additional insureds on such policies and Landlord shall be furnished with a Certificate of Insurance evidencing such coverage.

8. **TAXES AND UTILITIES**. Landlord agrees to pay any and all real estate taxes and assessments levied upon or assessed against the Leased Premises as they become due. Tenant will not use any utilities provided at the Leased Premises.

9. **PERMITS AND LICENSES**. Tenant agrees to procure, or ensure that its valet operator procures, any and all permits or licenses necessary for the valet operations at the Leased Premises, and Landlord agrees to assist Tenant and its valet operator in obtaining such permits or licenses if such assistance is necessary. Tenant shall have the option to terminate this Sublease if it, or the valet operator, as applicable, is unable to obtain the required permit or license to operate within ninety (90) days after the execution of this Sublease or commencement of this term, whichever is the later. If this Sublease is not so terminated, the rent required by Section 5 shall abate until such time as the required permit or license is obtained.

10. **WASTE AND IMPROVEMENTS**. Tenant covenants and agrees that it will not commit or suffer any waste in the Leased Premises and that it will not make or construct any improvements or additions on or over the Leased Premises without the written consent of Landlord.

11. **DEFAULT.** Either party shall have the right to terminate and end this Sublease upon the breach by the other party of any of the covenants, terms, and conditions hereof, provided the breaching party receives notice of existence of such breach and fails to remedy such breach within thirty (30) days after notice thereof is received. Landlord also has the right to terminate and end this Sublease in the event Tenant files a voluntary petition or similar pleading for bankruptcy, insolvency, receivership, or assignment for the benefit of creditors or an involuntary petition or similar proceeding for bankruptcy, insolvency or receivership is filed and the involuntary petition or proceeding is not dismissed within 30 days of filing. Furthermore, either party may terminate this Sublease immediately without liability to the other party, if the Master Lease is terminated or Landlord no longer has the right to use the Leased Premises.

12. **NOTICES.** Any notices or communications required to be given to or by or served upon the respective parties hereto may be so given or served by mailing the same, properly addressed and stamped, to such party or parties or their designees by United States registered or certified mail. Until new addresses shall be given, the names and addresses of the parties for the purpose of such notices or communications and for any other purpose shall be:

**As to Landlord:**

Women's Care Florida,  
Delaney OB/GYN  
525 South Magnolia Ave  
Orlando, FL 32801

**As to Tenant:**

Dr. Phillips Center for  
the Performing Arts  
455 S Orange Ave #700  
Orlando, FL 32801

13. **PEACEABLE POSSESSION.** Landlord hereby warrants and represents that it has the authority to lease the Leased Premises and to execute this Sublease. Landlord further covenants and agrees that Tenant, upon performing and quietly observing the terms and conditions of this Sublease, may peacefully hold and enjoy the Leased Premises during said term without any interruption by Landlord, its successors or assigns, or any person or company lawfully claiming by or through it except for Master Landlord under the terms of the Master Lease.

Landlord agrees to save, indemnify, and hold harmless Tenant from any and all actions, causes of actions, claims, losses, damages, costs, and liabilities arising out of Landlord's prior use and/or in connection with the cancellation and/or termination of any lease or tenancy of the Leased Premises prior in point of time to this Sublease.

14. **SURRENDER.** Upon termination of the term of this Sublease by lapse of time or otherwise, Tenant agrees that it will immediately surrender and deliver up to Landlord physical possession of the Leased Premises, together with all improvements

and appurtenances in connection therewith, in good condition, reasonable wear and tear and damage by fire, the elements, and any other cause not directly attributable to the negligence of Tenant its invitees or valet parking operator excepted. Nothing contained herein shall prohibit Tenant upon termination of this Sublease by lapse of time or otherwise from removing its personal property, including trade fixtures and signage, from the Leased Premises. Tenant will repair any damage which may be occasioned to the Leased Premises by Tenant's removal of its personal property, trade fixtures, and signage from the Leased Premises.

15. **[INTENTIONALLY OMITTED.]**

16. **HOLDING OVER.** In the event that Tenant shall hold over after expiration of the term of this Sublease with the consent, express or implied, of Landlord, such holding over shall be deemed merely a tenancy from month to month on the same terms, covenants, and conditions so far as applicable and subject to the same exceptions and reservations as herein contained, until such tenancy is terminated in a manner prescribed by law, provided that the rent for the Leased Premises will be 200% of the rent immediately preceding the expiration or termination of this Sublease. Landlord's acceptance of any rent after holding over begins shall not operate to renew this Sublease. This provision does not waive Landlord's rights of reentry or any other right hereunder.

17. **PARTIES, SUCCESSORS, AND ASSIGNS.** Tenant may not assign this Sublease or sublease any of the Leased Premises without the prior written consent of Landlord. This Sublease shall be binding and inure to the benefit of the parties hereto, their respective successors and permitted assigns.

18. **SECURITY.** Landlord expressly acknowledges that Tenant's obligation in connection with the use of the premises granted hereunder, does not include the rendition of advise, supervision, or furnishing of personnel in connection with the personal safety and security of patrons within and about the designated area during the designated hours. Tenant acknowledges and agrees that Landlord has no obligation to advise, supervise or furnish personnel in connection with personal safety or security of Tenant, any valet parking operator Tenant may engage or their respective guests or invitees. Landlord will not be liable for damage to persons or property of Tenant or others or the loss or damage to any property of Tenant or others (including any valet parking operator Tenant may engage or any guests or invitees of Tenant or any valet parking operator).


19. **NO DUTY TO A PERSON NOT A PARTY.** Nothing in this Sublease shall be construed to create any duty to, any standard of care with reference to, or any liability to anyone not a party, including Master Landlord, except as otherwise expressly provided herein.


20. INDEMNIFICATION; LIMITATION OF LIABILITY.

(A) Tenant agrees to and does hereby release, defend, and Master Landlord indemnify and hold harmless Landlord<sup>K.</sup> (including any agent, and Master Landlord manager, member, employee or patient of Landlord<sup>K.</sup> harmless from and against any and all suits, claims, actions, liability, or demands of all persons whomsoever for damages, fines, penalties and the cost and expenses, including reasonable attorneys' fees and expenses for the defense thereof, arising from or out of (be it directly or indirectly): (i) the conduct or use of the Leased Premises by Tenant or any valet parking operator it may engage; (ii) any default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed pursuant to the terms of this Sublease; (iii) any act or negligence of Tenant or any agent, contractor, servant, guest, invitee or employee of Tenant (including any valet parking operator engaged by Tenant) in or about the property leased to Landlord under the Master Lease (the "Property") or any part thereof, including the Leased Premises; and (iv) any liability from any person on account of any damage to person or property arising out of any use, misuse, abuse, neglect or failure to exercise due care in and about the Property or the Leased Premises by Tenant or any valet parking operator it may engage, including without limitation Tenant's failure to keep the Leased Premises in safe condition (and including any liability from the removal by Landlord of vehicles from the Leased Property after the Permitted Hours). The

obligation to indemnify includes losses and claims from subrogation to Tenant's insurance carriers. The foregoing indemnification shall not apply to injury, loss or damage proximately caused by the negligence or willful misconduct of Landlord, unless such injury, loss or damage is covered by insurance Tenant is required to provide. This obligation to indemnify includes reasonable attorneys' fees and costs (together with such fees and costs on appeal) and investigation costs and all other reasonable costs, expenses and liabilities. The indemnification obligations in this Section will survive the expiration or termination of this Sublease.

(B) Landlord shall not be responsible or liable to Tenant for any defect or failure, latent or otherwise, in (or any act or omission in the construction of) the Leased Premises or any other portion of the Property.

7 (C) Master Landlord shall be considered a third party beneficiary of this sublease for purposes of tenant's obligation to indemnify under this section 

21. **LIABILITY OF LANDLORD**. Landlord shall not have any liability to Tenant if the Leased Premises are unavailable, in whole or in part, due to casualty, destruction or damage to the Leased Premises, repair of the Leased Premises or construction, including any construction or use of the Leased Premises by the Master Landlord as permitted under the Master Lease, or because any portion of the Leased Premises has been taken, appropriated or condemned under the power of eminent domain or any settlement relating to or in lieu of the exercise of the power of eminent 

domain. In the event a portion of the Leased Premises shall be so taken, appropriated or condemned, then the rent payable by Tenant under this Sublease will be proportionately abated.

22. **ENTIRE AGREEMENT.** This Sublease constitutes the entire agreement between the parties hereto. This Sublease is not subject to modification except in writing and contains the entire agreement of the parties with respect to the matters covered in this Sublease and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party, which is not contained in this Sublease shall be binding or valid. Therefore, Tenant shall not be deemed to have assumed any obligations of Landlord under the Master Lease except as explicitly set forth in this Sublease.

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

24. **BROKERS.** Tenant shall indemnify and hold Landlord harmless from any cost, expense or liability (including cost of suit and reasonable attorneys' fees and costs through the trial and appellate levels) for any compensation, commissions or charges

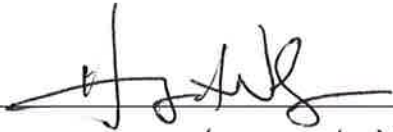
claimed by any realtor, broker, or agent claiming by or through Tenant in connection with this Sublease.


25. **ATTORNEYS' FEES.** If either party initiates or is made a party to legal proceedings (whether judicial, declaratory, in arbitration or otherwise) in connection with this Sublease, then the non-prevailing party in those proceedings will pay the costs and reasonable attorneys' fees, including the costs and reasonable attorneys' fees of appellate and/or bankruptcy proceedings, incurred by the prevailing party.

26. **WAIVER OF JURY TRIAL** TENANT AND LANDLORD HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WIAVE THE RIGHT ANY OF THEM OR THEIR SUCCESSORS OR ASSIGNS MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT TO LANDLORD ACCEPTING THIS LEASE.


IN WITNESS WHEREOF, the parties hereto set their hands  
the ay and year as hereinafter set forth by their duly authorized  
representative.

WITNESSES:

  
Print name: HENRY H. NEFCY

  
Print name: DOREEN JOZWIAK

LANDLORD: **Women's Care  
Florida, LLC**, a Florida  
limited liability company

By: 

Print name: JANACIO ARMAS

Title: PRESIDENT

Date: 8/7/14

WITNESSES:

  
Print name: Beth GUBA SCHAAN

  
Print name: EUSEY J. BROWN

TENANT: **Dr. Phillips Center  
for the Performing Arts,  
Inc.**,  
a Florida not-for-profit  
corporation

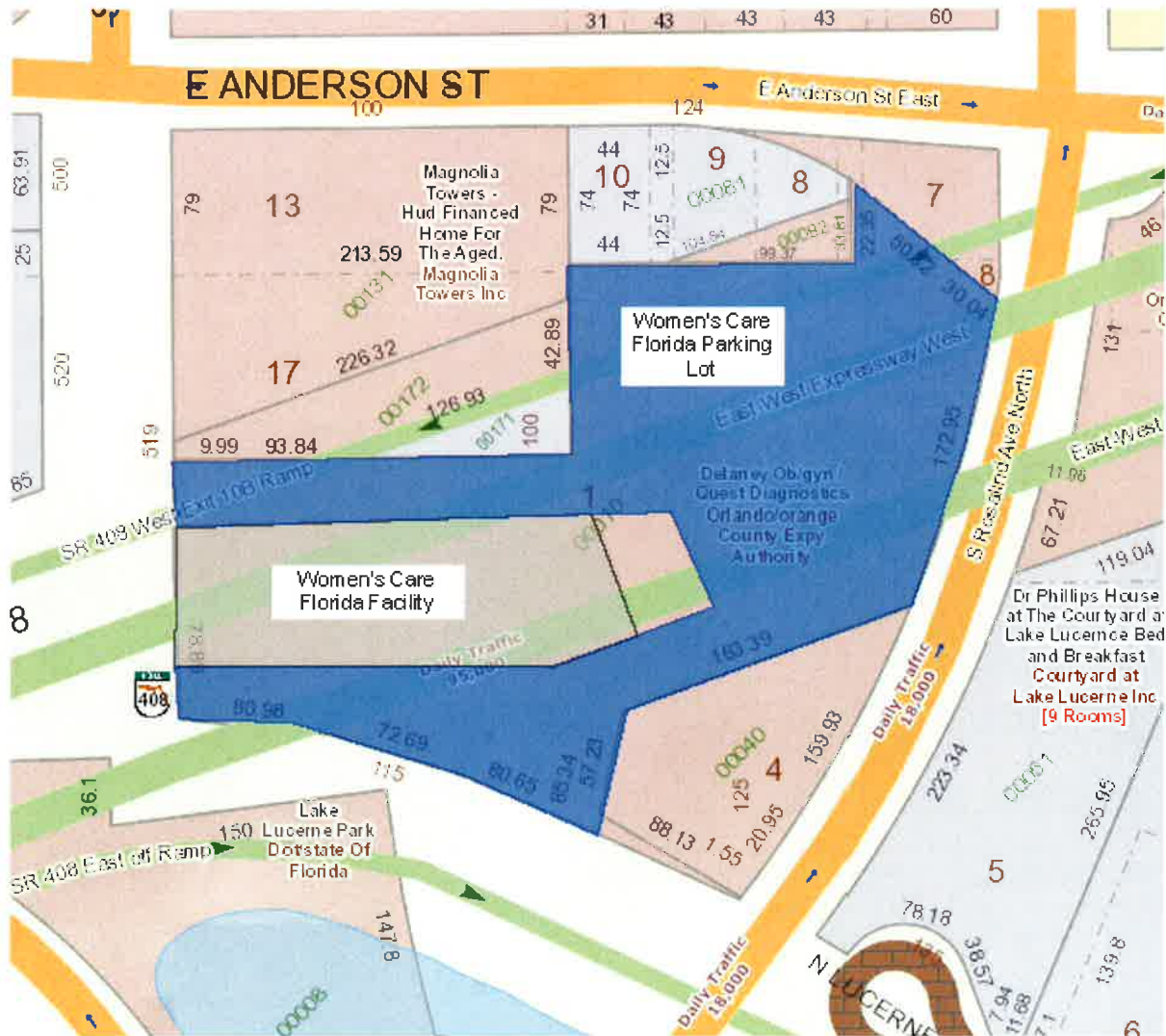
By: 

Print name: Katherine Rausberger

Title: President

Date: 1 August 2014

[Insert Schematic Showing Parking Lot]



## CONSENT TO SUBLEASE

By its execution below, Central Florida Expressway Authority ("**Master** Landlord"), consents to the above Sublease between **Women's Care Florida**, LLC, a Florida limited liability company ("Sublandlord"), and Dr. **Phillips** Center for the Performing Arts, Inc., a Florida not-for-profit corporation ("Subtenant"), on the express conditions that: (i) Sublandlord will remain liable for the performance of each and every one of its obligations under the Lease Agreement between Sublandlord and Master Landlord dated November 18, 2010 (the "**Master Lease**") as set forth in Section 24 of the Master Lease, (ii) this Consent will not be deemed a consent to any subsequent sublease, but rather any subsequent sublease (or assignment of the Sublease Agreement) will require the consent of Master Landlord pursuant to Section 24 of the Master Lease, and (iii) Subtenant shall deliver to Master Landlord proof of all insurance required under Section 7 of the Sublease.

**Central Florida Expressway Authority**

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

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

Date: \_\_\_\_\_