

State of Florida
Department of Natural Resources
Division of State Lands

Document Conversion

FILE HEADER SHEET

FILE #: 2721-B (7)

Lease
721

S U B - L E A S E (7)2721-B²

THIS SUB-LEASE ("Lease" herein) between Board of Regents of the State of Florida ("Landlord" herein), acting for and on behalf of the University of Central Florida ("University" herein), and UNIVERSITY INTERFAITH CENTER, INC., a Florida corporation not-for-profit ("Tenant" herein), whose mailing address is University of Central Florida, Admn. 312, Orlando, Fl, whereby Landlord leases to Tenant and Tenant leases from Landlord that certain real property ("Site" herein) located in Orange County, Florida, particularly described in Exhibit "A" attached hereto and by reference made a part hereof, upon the following terms and conditions.

1. The term of this Lease shall commence on the date it is executed by Landlord and shall terminate thirty (30) years thereafter (unless terminated sooner under any of the terms and conditions herein contained); with Tenant to have the right and option to renew this Lease for two ten (10) year terms as hereinafter provided.

2. Tenant acknowledges that the Lot is the subject of a ninety-nine (99) year lease dated January 22, 1974, wherein the Landlord herein is the Lessee and the State of Florida Board of Trustees of the Internal Improvement Trust Fund is the Lessor. Tenant further acknowledges receipt of a copy of said ninety-nine (99) year lease and that this Lease is subject to all the terms and conditions thereof. Tenant covenants that it will be bound by and will abide by all the terms and conditions of said ninety-nine (99) year lease and it will neither commit any act nor fail to commit any act which commission or omission would constitute a default thereunder.

3. The consideration for this lease is the sum of \$10.00, and other good and valuable consideration. The Tenants assert that they are desirous of constructing an Interfaith Center housing campus ministers, libraries and meeting rooms. The University, for its part, recognizes the value of having such a Center available as an important adjunct in creating an academic atmosphere. Both parties recognize that these mutual benefits provide full, complete, and adequate consideration for the

obligations herein created. By executing this agreement, both parties fully intend to be bound by the same.

4. Tenant shall use the Site subject to the following restrictions, covenants and reservations:

A. One or more buildings may be constructed on the Site, and any construction method may be employed provided it meets all applicable code restrictions and has been reviewed and approved by the University as set forth herein. Said building(s) shall be used solely and exclusively as an Interfaith Center serving students, staff and faculty of the University of Central Florida.

B. No building shall be erected or altered on the Site until all required permits and approvals have been obtained, nor until drawings and specifications have been approved in writing by the University Director of Facilities Planning ("Planning" herein) as to quality of recommended materials, harmony of external design with existing buildings, and as to location with respect to topography and finished grade elevations.

(i) All construction documents shall be prepared by an architect/engineer licensed to practice in the State of Florida.

(ii) Documents shall be submitted to "Planning" (in triplicate) as follows:

- (1) Schematic Design
- (2) Design Development; and
- (3) Construction Documents (Working drawings and specifications).

Approval of Construction Documents must be obtained prior to the commencement of any construction. Exceptions will be considered to the above requirements for document submittals for design processes not of a conventional nature.

(iii) Approval or disapproval of each phase of development will be issued within three weeks of "Planning's" receipt of the submittal. Note that compliance with all applicable codes and regulations is the total responsibility of the project architect/engineer.

(iv) The Center shall be designed and constructed in accordance with the following guidelines:

(1) Sufficient paved parking shall be provided to accommodate the cars of all persons working on the premises.

(2) No tree may be removed from the Site without the University's written approval.

(3) The Site shall be sodded, irrigated, and landscaped with University-approved materials.

(4) Provide access for service and delivery vehicles. Provide sanitary means of garbage storage (with can washing facilities) in an area concealed from view.

(5) All roof mounted mechanical equipment and/or ductwork shall be screened from view by an enclosure which is compatible with the architecture of the building. Consideration shall be given to the line of sight from adjacent buildings.

(6) Incinerator vents and stacks shall be located on non-street side of the building.

(7) Gutters and downspouts shall be a color compatible with the surface to which they are attached. If they are used as a major design element, the color shall be consistent with the color scheme of the building.

(8) Air conditioning equipment at grade shall be screened from the view of streets and adjacent properties.

(10) Vents, louvers, exposed flashing, tanks, stacks, overhead doors, rolling and "man" service doors shall be a color consistent with the color scheme of the building.

(11) All fencing used for screening shall be compatible with the architecture of the housing facility. Chain link and/or perimeter fencing will not be permitted. Maximum height of any fencing or combination of earth berm with fencing shall be six (6) feet.

(12) No antenna for transmission or reception of television signals or any other form of electromagnetic radiation shall be erected, used or maintained outside of any building, whether attached to an improvement or otherwise, without the prior written approval of the University.

(13) Exterior Lighting

(a) Exterior illumination of buildings, parking lots, service areas, sidewalks and driveways on-site shall be designed and installed to avoid visible glare (direct or reflected) from the street and adjacent properties.

(b) The use of site floodlighting, building-mounted or otherwise, or tall "freeway-type" fixtures is prohibited.

(c) All outdoor lighting fixtures shall be compatible with or complement the architectural character of the site and lighting fixtures along public rights-of-way.

(d) Lighting fixtures used to illuminate driveways and parking and service areas shall be freestanding fixtures with cut-off light sources.

(e) Security lighting shall not project above the fascia or roof line of any building. Security lighting fixtures shall not be substituted for parking lot or walkway lighting fixtures, and are restricted to lighting only service, storage, loading and other similar areas.

(f) All exterior lighting fixtures shall be compatible with those used throughout the campus, and be of a vandal-proof type.

(g) The maximum height for poles on-site shall be 20'.

(14) Signs

(a) For the purpose of these standards, signs shall mean all names, insignias, trademarks, and descriptive words or material of any kind affixed, inscribed, erected or maintained upon the Site.

(b) A sign shall be permitted to identify the Center provided it meets the requirements set forth herein.

(c) No sign shall be located nearer than fifteen (15) feet to any property line.

(d) The design, format and materials used in construction of the sign shall be consistent with the architecture of the site. All signs and sign elements including shape, form, materials, size, color and location shall be subject to approval by the University.

(e) An identification sign will be permitted on an exterior wall of the building near the main entrance provided it is clearly integrated with the architecture and does not project above any roof or canopy.

(f) The following signs will not be permitted:

1. Billboards
2. Trailer signs
3. Roof signs
4. Any sign painted directly on any wall surface.
5. Any sign that has moving elements, flashing lights, or creates an appearance or illusion of motion.

C. All construction work shall be performed by a general contractor licensed by the State of Florida.

D. The general contractor selected by the Tenant to perform the construction work shall be required to furnish a payment and performance bond (given for the benefit of the Landlord as well as the Tenant), in such form and with good and sufficient surety, as may be acceptable to "Planning," covering the faithful performance of the construction contract in strict compliance with the Construction Documents, and payment of all obligations in the full amount of the total contract sum; with "Planning" to receive a copy of said bond and certificate from the surety prior to the commencement of any construction.

E. Prior to and as a condition to commencement of construction, the contractor shall deliver to "Planning," in a form acceptable to the University Attorney, a properly executed and written waiver by the contractor and each subcontractor, waiving any right each of them may have to claim a lien of any kind or nature upon the land and improvements to be constructed thereon.

F. The architect/engineer who prepared the Construction Documents shall be required to make and be responsible for all site inspections, approval of all phases of construction and payment authorizations.

(i) The Tenant shall keep "Planning" advised, directly or indirectly through the architect or contractor, of the construction progress so as to allow observation at any time.

(ii) It must be emphasized that the sole responsibility for construction observation and administration lies with the architect/engineer.

(iii) Before occupancy of the Center, it will be the responsibility of the t e n a n t to be assured by the architect and contractor that all plumbing, mechanical and electrical work and appliances specified in the Construction Documents are performing as required.

(iv) Promptly after completion of all construction, the architect/engineer shall furnish to "Planning" mylar as-built drawings of the Center.

G. The Tenant guarantees that the construction of the Center will be performed and completed in strict compliance with the Construction Documents as approved by "Planning," unless otherwise modified by applicable code requirements.

H. The Tenant acknowledges and agrees that neither the Landlord, University, nor any of their employees or agents, shall assume any responsibility or liability of any kind or nature for inferior or negligent construction of the Center, nor for personal injury or death to any person, or damage to property because of having approved the Construction Documents, regardless of whether the Construction Documents contain defects of any kind or nature; and that neither Landlord nor University assumes any obligation to inspect the various phases of construction of the Center. Similarly, although neither Landlord nor University has any obligation to inspect the construction of

the Center at any time, if, at their option and for their own benefit, they, or either of them, actually inspect or cause to be inspected, the Center or any phase of construction thereof, or do no inspections, neither Landlord nor University shall assume any responsibility or liability of any kind or nature whatsoever for injury or death to any person, or for property damage as a result of defective construction or deviation from the Contract Documents in construction of the Center. If the general contractor deviates from the Contract Documents in construction of the Center, failure to inspect the construction of the Center or to object to such deviation at the time of any inspection shall not constitute approval by Landlord or University of such deviation or prohibit Landlord or University from thereafter requiring correction of the deviation so as to be in strict compliance with the Contract Documents.

I. The Site shall at all times be considered a part of the University campus; and the Site and the Center to be built thereon, as well as all persons entering thereon or therein, whether as a worker, guest, or invitee, shall be subject to Landlord's and University's rules and regulations pertaining to traffic, sanitation, police regulations, and conduct of students and University employees.

J. In event construction of the Center, as herein described, shall not commence within thirty-six months from the date of Landlord's execution of this Lease and the construction pursued with reasonable diligence, Landlord, on demand, shall have the right to terminate the Lease, and shall have the right to assess the Tenant for the total of any other expenses incurred by Landlord and University in connection with or arising out of this Lease.

5. If, during the construction of the improvements on the premises it appears that the Tenant has at any time apparently abandoned construction or completion of the project, the

University shall so advise the Tenant in writing. The Tenant shall then have thirty days within which to respond to the University's suggestion that the project has been apparently abandoned. In the event the Tenant fails to respond within the thirty day period, or within the period of time confirms that it has abandoned the project, the University shall then declare that the project has been permanently abandoned. At that juncture, the University shall enter into consultation with any lender or mortgagee having an interest in the project with the end in view of securing another tenant ready, willing and able to complete the project. If, after a reasonable period of time, it appears that no successor tenant meeting University or lender or mortgagee requirements is available, the University shall then declare that the project has been permanently abandoned, and that title to all improvements, material, machinery, items of personal property, or elements constituting real property, shall then vest in the University. The University may, at that time, either seek a successor Tenant to continue the project, continue the project itself, or remove from the campus all of the improvements, whether consisting of real or personal property, of whatever nature and description, charging the cost of such removal to the account of the Tenant, and otherwise return the site to its original condition. Upon the abandonment of the project this lease shall terminate.

6. After completion of the Center, if Tenant should desire to sub-sub-lease the Site and lease the Center, Tenant shall first offer to Landlord the right to terminate this Lease on the following terms and conditions:

Tenant shall make said offer to Landlord in writing, and Landlord shall have six (6) months from the submission of said offer within which to accept the offer by written notice to Tenant, and an additional six (6) months after acceptance to consummate the termination. Tenant's

written offer shall be delivered to University. In event Landlord terminates the Lease it shall pay to Tenant a sum to be computed as follows:

A. The appraised value of the Center constructed on the Site by Tenant as of the date that said written offer to purchase is accepted by Landlord, less the total cost of any other expenses incurred by Landlord or University in connection with or arising out of this Lease.

B. The term "appraised value" as used herein, shall mean that value placed thereon by two or more of three appraisers, one appraiser to be selected by Landlord and one by Tenant, and a third by the two appraisers thus selected, or as determined by a single appraiser selected by both Landlord and Tenant (with each appraiser selected to be a member of the Appraisers Institute of the National Association of Realtors). The appraiser(s) shall be selected within 60 days after the written offer to terminate is delivered to Landlord, and the appraiser(s) report shall be delivered to both Landlord and Tenant within 45 days thereafter. The cost for the appraiser(s)' report shall be borne by Tenant. If Landlord declines to accept the offer to terminate this Lease, either by giving express written notice to Tenant or by not responding in any manner within six (6) months from receipt of Tenant's offer, (and providing Tenant is not in default of any of its obligations under this Lease), Tenant shall be free to sub-sublease the Site and the improvements thereon but only to an organization similar to Tenant and to be used only for the same purposes as allowed hereunder. However, Tenant shall not be released from any of its obligations hereunder and Tenant's sub-subLessee shall execute a document agreeing to be bound by all the terms, conditions and covenants of this Lease and attorning to Landlord. Further, Tenant shall have no right to sub-sublease without the written consent of Landlord; and

Tenant shall not have the right to assign any of its right, title, estate or interest in the Site and improvements thereon except under all the conditions set forth in this paragraph.

7. Nothing contained in the Lease shall be construed to limit or restrict the right of Landlord or University to regulate or modify the use of roads, streets, parkways, parks, driveways, parking areas, and other areas of vehicular or pedestrian traffic in the area of, and on the Site, to the same extent as Landlord and University presently have or hereafter may have to regulate the use of such areas on other parts of the University campus.

8. It shall be the responsibility of the Tenant to provide the necessary extensions of utility systems to the Center. All lines shall be underground.

9. A. Tenant shall submit an annual budget to the Board of Trustees of the Internal Improvement Trust Fund for their review.

B. Tenant shall maintain the Center in good condition and repair at all times. Tenant shall promptly make any and all repairs to the Center that may be necessary or desirable, including, but not limited to, those made necessary because of misuse or neglect by Tenant or its agents, employees, guests or invitees who may be in, on, or around the Site. Any and all repairs shall be made in quality at least equal to the original construction. Tenant shall also be responsible for installation and maintenance of University approved landscaping on the Site. The Site shall at all times be kept in a neat and clean condition and Tenant shall not permit the creation or maintenance of any unsafe or hazardous condition on the Site or in or on the Center. Should Tenant fail to make any necessary repair promptly, or fail to remove any hazardous or

dangerous condition which may come to exist on the Site or in or around the Center, Landlord may make any such repairs and correct or remove any hazardous or dangerous condition and charge the cost thereof to Tenant, who, promptly upon demand, shall pay the cost thereof to Landlord or be deemed in default hereunder.

10. In case of damage or destruction by fire or otherwise, Tenant shall repair, restore, or rebuild the Center on the Site in accordance with the plans and specifications to be approved by Landlord under the same terms and conditions set forth in this Lease. Tenant shall commence the repair, restoration or rebuilding within a reasonable time after the damage or destruction has occurred, and shall proceed to completion with due diligence. As hereinafter set forth, all insurance proceeds shall be used only for the repair, restoration or rebuilding of the Center.

A. Tenant shall maintain fire and extended coverage insurance on the Center in an amount equal to the replacement value of the Center. Said insurance shall be in an amount acceptable to Landlord. The insurance policy shall provide that the insurance shall not be cancelled by the insurer until a 30-day advance written notice is given to Landlord. A certificate of such insurance shall be provided by Tenant and delivered to Landlord at the time of Landlord's execution of this Lease. The entire proceeds of any insurance in case of loss shall be paid to a bank (to be agreed upon by Landlord and Tenant prior to Landlord's execution of this Lease) doing business in Orange County, as Trustee, which bank, in event the building is partially or completely destroyed by fire or other casualty, shall receive and distribute the proceeds of the insurance as herein provided. The entire proceeds of such insurance shall be paid to said bank and shall be held, paid and used solely for the repair, rebuilding or restoration

of the Center on account of damage or destruction on which the insurance moneys will be paid. Tenant shall use such insurance moneys for the repair or reconstruction of the Center, and shall provide any additional sums required to complete the repair or reconstruction thereof, so that the repaired, rebuilt or newly constructed Center shall be at least equal in permanency of construction and value to the Center immediately prior to the damage or destruction. Reconstruction shall be done in strict compliance with all the terms of this Lease just as if said Center was being built for the first time under all the terms of this Lease. The insurance moneys shall be paid out by the bank from time to time as the rebuilding, reconstruction or repair progresses, upon the signed certificate of the supervising architect/engineer, at the rate of 90% of the amounts due for labor and materials as shown by such certificates. The remaining 10% to be paid to Tenant after such repair or rebuilding shall have been completed and Tenant shall have furnished to the bank a certificate evidencing that all claims and demands for labor or materials used or furnished in repairing or rebuilding have been paid in full and that no claim or lien can accrue or be enforced against the Site and Center on account thereof. In the event of damage to or destruction of the Center where the cost of repairing or rebuilding same, as estimated by the supervising architect/engineer or certified by contract with a responsible contractor, shall exceed \$25,000, Tenant, before commencing repair or reconstruction of the Center, shall furnish to Landlord (for the benefit of Landlord and University as well as Tenant), a payment and performance bond executed by a responsible surety company authorized to do business in the State of Florida as surety, in an amount of equal to the cost of repair or reconstruction as estimated by the supervising architect/engineer or as fixed by contract with a responsible contractor, conditioned that the repair or reconstruction of the Center

shall be in strict compliance with the plans and specifications and that Tenant shall pay all claims and demands pertaining to such repair and rebuilding, and furnish to the bank evidence of payment thereof, and that no claim or lien can accrue or be enforced against the Site and Center on account thereof.

B. The bond may be given by the contractor, if conditioned as required herein, and given for the benefit of Landlord and University as well as Tenant; and the cost thereof, and the necessary architect's/engineer's fee, may be considered as a part of the cost of repair or reconstruction and paid by the bank out of the insurance moneys for the benefit of Tenant. The bond shall be delivered to and held by the bank.

C. Tenant agrees that it will commence required repairs or reconstruction promptly and within a reasonable time after the bank receives the proceeds of the insurance paid on account of damage or destruction, and prosecute the work of repair or reconstruction to completion promptly and with reasonable speed and diligence.

11. Tenant shall obtain and maintain, throughout the period of time that this Lease is in effect, comprehensive public liability insurance in an insurance company licensed and authorized to do business in the State of Florida, in an amount of not less than \$500,000. for injury or death to any one person, not less than \$2,500,000. on account of injury or death arising out of any one occurrence, and personal property damage insurance of not less than \$50,000. for each occurrence; which insurance shall designate Landlord and University as additional insureds, and shall insure Landlord and University against liability for injury or death to any person(s), for loss or damage to property occurring on, in, or about the Site and Center arising from or growing out of the negligent act(s) of Tenant, its agents, employees, contractors, guests, invitees, and residents of the Center; or any use or occupancy of the Site or Center by Tenant contrary to the valid laws, rules and regulations of the State of Florida, County of Orange, and the United States of America.

A certificate of such insurance shall be provided by Tenant to Landlord at the time of Landlord's execution of this Lease, specifically providing that the insurance shall not be cancelled by the insurer until a 30-day advance written notice is given to Landlord. The amount of insurance required herein shall be adjusted each 5 years to reflect current values and trends in this type of insurance.

12. Tenant hereby agrees to at all times indemnify, save free and hold harmless the State of Florida, (Landlord), and University, and their agents and employees, from every and all cost, loss, damages, liabilities, expenses, claims, demands, and judgments, including court costs and attorney fees, which may arise from or be claimed against the State of Florida, (Landlord), University, or their agents or employees, by any person(s) for any injury or death, or damage to property, or damage of whatever kind or character, consequent upon or arising from construction of the Center, Tenant's use and occupancy of the Site and Center, or consequent upon or arising from any neglect or fault of Tenant, its agents, employees, guests and invitees, to comply with all laws, statutes, rules and regulations of the State of Florida, County of Orange, and the United States of America, now or hereafter in force; and, as a result thereof, if any suits or proceedings shall be brought against the State of Florida, (Landlord), University, or their agents or employees, or any of them, Tenant, upon request of any one or more of them, shall defend same and shall pay whatever judgment(s) may be obtained against the State of Florida, (Landlord), University, or their agents and employees.

13. Tenant not being in default in any of its obligations under this Lease, is hereby granted, and shall have the right to make such future alterations and improvements to the Center to be constructed on the Site as may be necessary and beneficial in utilizing said Center consistent with the intended purpose, and provided that during the term of this Lease, no alterations

or improvements shall be made to said Center which substantially affect the foundation, floors, walls, or roof of said Center without the prior written consent of University, which consent shall not be unreasonably withheld.

14. Tenant shall not make nor allow any unlawful, improper or offensive use of the Site or Center, or any use or occupancy thereof contrary to the laws of the State of Florida, County of Orange, and which may now or hereafter be in effect. Tenant shall comply with all laws, statutes, ordinances, orders, rules and regulations of federal, state, county or of any departments or divisions thereof, and will comply with the directions of any public officer(s) thereof.

15. Landlord and University shall have the right, at any and all reasonable times, to enter upon the Site and into the Center for the purpose of making inspections to determine whether Tenant is maintaining the Site and Center in accordance with the terms of this Lease.

16. In event Tenant shall abandon the Site and Center, or in event of any breach by Tenant of any of the terms, conditions or covenants contained in this Lease, and if said default shall continue for 15 days after written notice of such default has been given to Tenant by Landlord, this Lease shall automatically terminate. In addition, if Tenant shall make an assignment for the benefit of creditors, or if a receiver or trustee is appointed for Tenant, or if there is a voluntary or involuntary petition in bankruptcy filed which is not discharged within 15 days of its being filed, or if Tenant is declared insolvent or if Tenant is adjudged a bankrupt or files for an arrangement for reorganization under the Bankruptcy Laws, or if any of Tenant's assets or property on the Site or in the Center shall be attached or levied upon, it shall constitute a default hereunder and this Lease shall automatically terminate. Upon the

termination of this Lease, either under any of the provisions contained in this paragraph, or under any other provision contained in this Lease, all right, title and interest of Tenant in and to this Lease, and in and to the Site hereby leased, and in and to the Center to be constructed thereon shall automatically become terminated and forfeited, and all right, estate and interest of the Tenant in and under this Lease and in and to the Site and Center to be constructed thereon shall vest in Landlord. Further, Landlord shall be entitled to seek and pursue any other rights recognized or available to it under the laws of the State of Florida.

17. Tenant shall not suffer the Site or Center to become subject to any lien, charge or encumbrance whatsoever, and shall indemnify Landlord against any liens, charges or encumbrances; it being expressly agreed that Tenant shall have no authority, express or implied, to create any lien, charge or encumbrance upon the Site or Center.

18. Landlord does not warrant nor guarantee title, right or interest in the Site.

19. Tenant, not being in default of any of its obligations under this Lease, shall have the option and right to extend this Lease for two ten (10) year terms (called "first extension" herein), subject to the following conditions:

A. If Tenant desires to exercise its option to extend this Lease for an additional term of ten (10) years, it shall do so by giving written notice thereof to Landlord during the last year of the thirty (30) year term of this Lease and at least six (6) months in advance of the expiration of the thirty (30) year term granted under this Lease.

B. If Tenant exercises its right to the first extension, then all of the terms of this Lease shall be just as applicable and binding as if the first extension was the original term of this Lease.

Tenant, having exercised its option to the first extension, and not being in default of any of its obligations under the first extension or under this Lease shall have the option and right to extend this Lease for an additional term, providing Landlord has an extension of their lease with the Board of Regents of the State of Florida subject to the following conditions:

C. Providing the Landlord has extended its current lease for the premises, if Tenant desires to exercise its option to an extension, it shall do so by giving written notice thereof to Landlord during the last year of the term granted under the first extension and at least six (6) months in advance of the expiration of the term granted under the first extension. Thereafter, all the provisions of the foregoing paragraphs shall apply to the second extension.

20. No assent, express or implied by Landlord or University, to any breach of any of the conditions, terms, or covenants contained herein to be performed by Tenant shall be deemed a waiver of any succeeding breach by Tenant of the same condition, term or covenant or any other condition, term or covenant.

21. Upon the termination of this Lease, whether by expiration of the term granted hereunder or earlier termination by virtue of default of Tenant, or for any other reason whatsoever, Tenant agrees to peacefully surrender to landlord possession of the Site and Center in as good condition and repair as reasonable and proper use thereof will permit; and Tenant shall execute any and all documents that might be necessary or requested by Landlord in order to effect such transfer.

22. The covenants, restrictions and reservations contained in this Lease are also deemed to be for the benefit of University on whose campus the Site is located; and Landlord hereby designates University as its agent to act for it in all

matters pertaining to this Lease, including, by way of illustration and not limitation, the right to take any action necessary to enforce any of the provisions hereof, just as if University was the Landlord herein. University, by joining in the execution of this Lease, consents to be bound by any obligations imposed on it by the terms and conditions of this Lease.

23. Any notice herein required to be given to Landlord or University shall be served by Certified Mail, return receipt requested or delivered personally to: Vice-President for Student Affairs, 282 Administration Bldg., University of Central Florida, Orlando, Florida, 32816. All notices to be served upon Tenant shall be served by Certified Mail, return receipt requested, or delivered personally to Tenant at an address to be determined. All notices delivered by mail shall be deemed given when deposited in the U.S. Mail, in a securely-sealed envelope, properly addressed, postage prepaid.

IN WITNESS WHEREOF, the Landlord, Tenant and University have caused this Lease to be executed in three (3) counterparts, each of which shall be deemed an original, on the dates indicated.

Jeri Miller
Witness

Dennis J. Amodeo

Executed by Landlord on 12th day of

November, 1985
BOARD OF REGENTS OF THE STATE OF
FLORIDA, acting for and behalf of
the University of Central Florida,

BY *S.C. McArthur*
S.C. McArthur, as
Vice Chancellor, Administration
and Support

State of Florida
County of Leon

THE FORGOING INSTRUMENT was acknowledged before me this 12th day of November, 1985, by S.C. McArthur, as Vice Chancellor for Administration and Support.

Dorinda C. Meredith
Notary Public
My Commission expires:
Notary Public State of Florida
My Commission Expires Feb. 23, 1986
Bonded thru Fidelity Insurance, Inc.

Mildred G. Kennedy
Witness

Executed by University on 23rd
day of August, 1985.
UNIVERSITY OF CENTRAL FLORIDA

John L. Becker
Witness

BY Trevor Colbourn, as
President

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING INSTRUMENT was acknowledged before me this
23rd day of August, 1985, by TREVOR COLBOURN.

Trevor Colbourn
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES APR 15 1987
BONDED THIS 23RD DAY OF AUGUST 1985

Mary C. Alfred
Witness

Executed by Tenant on 23rd day of
August, 1985.
UNIVERSITY INTERFAITH CENTER, INC.

Martha A. Lissamanti
Witness

BY Trevor Colbourn, as
PRESIDENT

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING INSTRUMENT was acknowledged before me this
23 day of August, 1985, by Caroline Brown.

Martha A. Lissamanti
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida

My Commission Expires June 13, 1988

Bonded This 23rd Day of August, 1985

APPROVED: TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND

BY Edith A. O.

DATE 12-5-85

APPROVED AS TO
FORM AND LEGALITY
Lee Roke
BAR ATTORNEY

LEGAL DESCRIPTION FOR INTERFAITH CENTER

From a point being located at Coordinates North 102150 and East 6400 (BM #56) of the Coordinate Grid System of the University of Central Florida; run due North for a distance of 35 feet; run thence Northeasterly for a distance of 412.50 feet along the arc of a curve concave to the East and having a radius of 1,190 feet; run thence from a tangent bearing of South 45° East for a distance of 380 feet to a point on the arc of a curve concave to the East and having a radius of 810 feet; run thence South-westerly along the arc of the curve for a distance of 256.30 feet to a tangent point; run thence from a tangent bearing due West for a distance of 350 feet to a point located at Coordinates North 102050 and East 6400; run thence due North for a distance of 100 feet to a point located at Coordinates North 102150 and East 6400 the point of beginning.

Containing: 3.40 acres more or less

EXHIBIT "A"