

**TENANT ESTOPPEL CERTIFICATE**

TSO City Centre Tallahassee, LP  
c/o The Simpson Organization, Inc.  
1170 Peachtree Street, Suite 2000  
Atlanta, Georgia 30309

Re: That certain State of Florida Standard Lease Agreement (“**Lease**”), dated January 1, 1998, by and between TP Thirteen LLC, a Delaware limited liability company as successor in interest to Tallahassee Associates, LTD (“**Landlord**”), and Florida Housing Finance Corporation (“**Tenant**”), of the premises described as Suites 5000, 6100, and 7100 on the 5<sup>th</sup>, 6<sup>th</sup> and 7<sup>th</sup> floors (the “**Leased Premises**”) located at 227 N. Bronough Street, Tallahassee, FL 32301 (the “**Property**”)

Dear Sir/Madam:

Tenant acknowledges that (i) TSO City Centre Tallahassee, LP, or its assignee (hereinafter “**Buyer**”), is purchasing the Property of which the Leased Premises is a part from Landlord, (ii) a lender, and its successors and assigns (hereinafter “**Lender**”), is granting a loan to Buyer in connection with Buyer’s purchase of the Property (and possible renovations thereto), which loan will be secured by the Property; and (iii) Buyer and Lender will act in material reliance upon this Certificate.

Tenant hereby certifies to Landlord, Buyer and Lender as follows:

- (1) Tenant is the current Tenant under the Lease and has not subleased, assigned, pledged, hypothecated, or otherwise encumbered all or any portion of its interest in the Lease. The Lease is binding and in full force and effect, and represents the entire agreement between Landlord and Tenant. The Lease has not been modified, supplemented or amended in any way, except as follows:

Lease Modification dated March 1, 2001.  
Lease Modification dated March 26, 2003.  
Third Amendment dated June 1, 2009.  
Fourth Amendment dated December 30, 2013.  
Fifth Amendment dated June 11, 2018.

A copy of the Lease is attached hereto as Exhibit A.

- (2) The term of the Lease commenced on January 1, 1998 and the current term expires on May 31, 2029, and all rentals and other charges due under the Lease have been fully paid through December, 2021 (rent is paid in arrears).
- (3) Pursuant to Section N/A of the Lease, Tenant has a renewal option (which has not been waived or lapsed) for N/A additional term(s) of \_\_\_\_\_ ( ) years. Tenant has no other rights to renew or extend the term of the Lease.
- (4) Tenant has accepted possession of, and is presently occupying, the Leased Premises. All improvements required by the terms of the Lease to be made by Landlord have been completed to the satisfaction of Tenant. All amounts to be paid by Landlord to Tenant for work performed by Tenant pursuant to any tenant improvement allowance have been paid in full except as follows: pursuant to Section 4 of the Fifth Amendment to Lease Agreement, as of the date hereof, the remaining “Tenant Improvement Allowance” to be paid by Landlord to Tenant is \$144,574.69.

Any and all other leasing incentives, amounts which the Lease expressly requires to be paid by Landlord to Tenant or any broker or amounts to be credited against Tenant rent due under the Lease for any reason (exclusive of operating expense adjustments as may be applicable under the Lease) have been fully paid or credited as applicable, and no such amounts remain outstanding or remain to be credited.

- (5) No rent under said Lease has been paid or credited more than thirty (30) days in advance of its due date.
- (6) As of the date hereof, the minimum annual rent obligation under the Lease is \$ 792,960.00 (exempt from state tax), payable in monthly installments of \$ 66,080.00 (exempt from state tax). Tenant's current estimated operating expense rent is \$ N/A per month. Tenant's pro rata share of operating expenses for the Property is N/A %.
- (7) To the best of Tenant's knowledge, neither Landlord nor Tenant is in default under the terms of the Lease, nor has any event occurred which would constitute a default thereunder with the passage of time or the giving of notice (or both).
- (8) As of the date hereof, Tenant has no right or claim of deduction, charge, lien or offset, or any other defense against the payment of rent or other sums due or to become due under the Lease or which would otherwise prevent or excuse performance under the Lease according to its terms.
- (9) Tenant has paid to Landlord \$ N/A as a security deposit for said Lease obligations.
- (10) Tenant has no existing right of refusal, right of offer, or other expansion rights except N/A (all other rights, if any, having been waived or deemed waived). Tenant has no purchase option or other right to purchase the Leased Premises or Property.
- (11) Tenant has no rights to terminate this Lease except N/A (all other rights, if any, having been waived or deemed waived). Tenant has not exercised any right set forth in the Lease to terminate the Lease prior to the scheduled expiration date thereof; provided, however, that pursuant to Article XVIII of the Lease, Landlord acknowledges that Tenant's obligations under the Lease are contingent upon an annual appropriation by the State of Florida Legislature.
- (12) There are no pending bankruptcy, insolvency, debtor's relief, reorganization, receivership, or similar proceedings, voluntary or involuntary, pending against the Tenant under the laws of the United States or any state thereof.
- (13) The obligations of Tenant are guaranteed by N/A, in accordance with the terms of the guaranty dated N/A.
- (14) The agreements and certifications set forth herein are made with the knowledge and intent that the Landlord and Buyer, respectively, will rely on the agreement and certifications set forth in this letter in connection with selling and purchasing the Property of which the Leased Premises are a part, and Lender will rely on the agreement and certifications set forth in this letter in connection with granting a loan secured by the Property in connection with said purchase (and possibly a loan in connection with renovations to the Property), and the Tenant, on behalf of itself and its successors and assigns acknowledges and agrees that the Landlord, Buyer and Lender may rely upon this letter for said purposes.

(15) The party executing this Certificate on behalf of Tenant represents the he/she has been authorized to do so on behalf of Tenant.

Thank you for your cooperation in this matter. Should you have any questions, please do not hesitate to contact our office.

Dated this 10th day of January, 2022.

Very truly yours,

Florida Housing Finance Corporation


By:   
Name: Hugh R. Brown  
Title: General Counsel

Exhibit A  
The Lease

*[To be attached]*

**FIFTH AMENDMENT TO LEASE AGREEMENT**

**THIS FIFTH AMENDMENT TO LEASE AGREEMENT ("Amendment")** is executed this 11<sup>th</sup> day of June, 2018 by and between **TP THIRTEEN LLC ("Landlord")** and **FLORIDA HOUSING FINANCE CORPORATION ("Tenant")**.

**RECITALS:**

A. Landlord, and Tenant are parties to a certain Lease Agreement dated as of January 1, 1998, as amended, (the "**Lease**") for approximately Fifty Thousand One Hundred Sixty-Three (50,163) rentable square feet of office space (the "**Premises**") in an office building located at 227 North Bronough Street, Tallahassee, FL 32301 and known as the City Centre Building (the "**Building**"); and

B. Landlord and Tenant desire to amend the Lease on the terms and conditions as hereinafter set forth, all such amendments to be effective as of the date hereof unless otherwise indicated.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Definitions.**

Except as otherwise provided herein, defined terms used in this Amendment shall have the same meanings as set forth in the Lease.

2. **Term.**

Tenant has agreed to exercise its option to renew the Lease, and from and after the date hereof, the Term shall be extended to May 31, 2029.

3. **Rent.**

From and after the date hereof, the rental schedule shall be amended as follows:

<b>Period</b>	<b>Annual Rental Rate PSF</b>	<b>Monthly Rent</b>	<b>Annual Rent</b>
November 1, 2018 – May 31, 2019	\$14.90	\$62,286.00	\$747,432.00
June 1, 2019 – May 31, 2020	\$14.90	\$62,286.00	\$747,432.00

June 1, 2020 – May 31, 2021	\$15.35	\$64,155.00	\$769,860.00
June 1, 2021 – May 31, 2022	\$15.81	\$66,080.00	\$792,960.00
June 1, 2022 – May 31, 2023	\$16.28	\$68,062.00	\$816,744.00
June 1, 2023 – May 31, 2024	\$16.77	\$70,104.00	\$841,248.00
June 1, 2024 – May 31, 2025	\$17.27	\$72,207.00	\$866,484.00
June 1, 2025 – May 31, 2026	\$17.79	\$74,373.00	\$892,476.00
June 1, 2026 – May 31, 2027	\$18.33	\$76,604.00	\$919,248.00
June 1, 2027 – May 31, 2028	\$18.87	\$78,902.00	\$946,824.00
June 1, 2028 – May 31, 2029	\$19.44	\$81,269.00	\$975,228.00

4. Improvements to the Premises.

In consideration for executing this Amendment, Landlord shall provide Tenant with a tenant improvement allowance in the aggregate amount of One Hundred Seventy-Six Thousand Eight Hundred Ninety-Three Dollars and Eighty-Eight Cents (\$176,893.88) (the "**Tenant Improvement Allowance**"). The Tenant Improvement Allowance shall be applied against any painting, carpeting and/or remodeling improvements which Tenant reasonably incurs in connection with the Premises (collectively, the "**Improvements**"). It is the intention of the parties that (i) the Tenant Improvement Allowance shall be available to Tenant any time after June 1, 2019 in installments as desired by Tenant; and (ii) at such time as Tenant is ready to proceed with the Improvements, it shall so notify Landlord, providing appropriate guidance as to the specific nature of the upgrades to be installed (e.g. colors, styles and the like); and Landlord shall proceed to install the Improvements on Tenant's behalf.

5. Acknowledgements.

(a) Tenant hereby acknowledges that, as of the date hereof: (i) Landlord has satisfied its obligations under the Lease, and Tenant has no knowledge of any violations of or uncured defaults under the Lease by Landlord, or any existing conditions which, with the giving of notice and/or the passage of time, would constitute a default by Landlord under the Lease; (ii) to its knowledge, Tenant has no charge, lien or claim of offset under the Lease or otherwise, including rents or other charges due or to become due under the Lease; and (iii) the Lease is in full

force and effect, and has not been assigned, modified or amended by Tenant except as set forth in this Amendment, and represents the entire agreement between Landlord and Tenant with respect to the Premises.

(b) Landlord hereby acknowledges that, as of the date hereof: (i) Tenant has satisfied its obligations under the Lease, and Landlord has no knowledge of any violations of or uncured defaults under the Lease by Tenant, or any conditions which, with the giving of notice and/or the passage of time, would constitute a default by Tenant under the Lease; and (ii) the Lease is in full force and effect, and has not been assigned, modified or amended, and represents the entire agreement between Landlord and Tenant with respect to the Premises.

6. Ratification.

Except as amended hereby, the terms and provisions of the Lease shall be and remain in full force and effect.

7. Conflict.

To the extent that any of the terms or provisions of this Amendment conflict with or differ from the Lease, the terms and provisions of this Amendment shall govern.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Amendment to Commercial Lease to be executed under seal as of the date first above written.

**LANDLORD**

Witness:

TP THIRTEEN LLC

[Signature]  
Andy DePaul

By: [Signature]  
Name: John A. Sargent  
Its: Vice President

**TENANT**

Witness:

FLORIDA HOUSING FINANCE CORPORATION

Jennifer D. Marshall  
JDM:slamory

By: [Signature]  
Name: Hugh R. Brown  
Its: General Counsel



**FOURTH AMENDMENT TO LEASE AGREEMENT**

THIS FOURTH AMENDMENT TO LEASE AGREEMENT ("*Amendment*") is executed this 30<sup>th</sup> day of December, 2013 by and between TP THIRTEEN LLC ("*Landlord*") and FLORIDA HOUSING FINANCE CORPORATION ("*Tenant*").

**RECITALS:**

A. Landlord, and Tenant are parties to a certain Lease Agreement dated as of January 1, 1998, as amended, (the "*Lease*") for approximately Fifty Thousand One Hundred Sixty-Three (50,163) rentable square feet of office space (the "*Premises*") in an office building located at 227 North Bronough Street, Tallahassee, FL 32301 and known as the City Centre Building (the "*Building*"); and

B. Landlord and Tenant desire to amend the Lease on the terms and conditions as hereinafter set forth, all such amendments to be effective as of the date hereof unless otherwise indicated.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Definitions.

Except as otherwise provided herein, defined terms used in this Amendment shall have the same meanings as set forth in the Lease.

2. Term.

Tenant has agreed to exercise its option to renew the Lease, and from and after the date hereof, the Term shall be extended to May 31, 2019.

3. Rent.

From and after the date hereof, the rental schedule shall be amended as follows:

<b>Period</b>	<b>Annual Rental Rate PSF</b>	<b>Monthly Rent</b>	<b>Annual Rent</b>
January 1, 2014 – May 31, 2015	\$16.50	\$68,974.00	\$827,688.00
June 1, 2015 – May 31, 2016	\$17.00	\$71,043.00	\$852,516.00

June 1, 2016 – May 31, 2017	\$17.50	\$73,175.00	\$878,100.00
June 1, 2017 – May 31, 2018	\$18.03	\$75,370.00	\$904,440.00
June 1, 2018 – May 31, 2019	\$18.57	\$77,631.00	\$931,572.00

Notwithstanding the foregoing, the parties acknowledge and agree that rent shall be abated as follows:

June, 2014 - September, 2014: 50% (i.e. \$34,487.00/month for four months).  
 May, 2015: 100% (i.e. \$68,974.00).  
 May, 2016: 50% (i.e. \$35,521.50).

4. Improvements to the Premises.

In consideration for executing this Amendment, Landlord shall provide Tenant with a tenant improvement allowance in the aggregate amount of One Hundred Fifty Thousand Dollars (\$150,000.00) (the "**Tenant Improvement Allowance**"). The Tenant Improvement Allowance shall be applied against any painting, carpeting and/or remodeling improvements which Tenant reasonably incurs in connection with the Premises (collectively, the "**Improvements**"). It is the intention of the parties that (i) one-half of the Tenant Improvement Allowance (i.e. \$75,000.00) shall be available to Tenant any time after January 1, 2014 (the "**First Installment**"); and that the remaining one-half of the Tenant Improvement Allowance (i.e. \$75,000.00) shall be available to Tenant any time after June 1, 2015 (the "**Second Installment**"); and (ii) at such time as Tenant is ready to proceed with the Improvements, it shall so notify Landlord, providing appropriate guidance as to the specific nature of the upgrades to be installed (e.g. colors, styles and the like); and Landlord shall proceed to install the Improvements on Tenant's behalf. Notwithstanding the foregoing, in the event the cost of the First Installment is less than \$75,000.00, Tenant shall have the right to increase the amount of the Second Installment by the amount of any such shortfall.

5. Renewal Option.

Tenant is hereby granted the option to renew the Lease for one additional five (5) year term commencing on June 1, 2019 and ending on May 31, 2024. The rental rate for the renewal term (the "**Renewal Rent**") shall be equal to the annual fair market rental value of the Premises, as determined by market rents then in effect for rental space comparable to the Premises located in the same market area as the Building based upon a market analysis. Landlord shall determine the Renewal Rent in accordance with the foregoing and provide written notice of the Renewal Rent to Tenant at any time during the month of February, 2019. Tenant shall then have fifteen (15) business days following receipt of such notice within which to exercise the option to renew by providing written notice to Landlord.

6. Acknowledgements.

(a) Tenant hereby acknowledges that, as of the date hereof: (i) Landlord has satisfied its obligations under the Lease, and Tenant has no knowledge of any violations of or uncured defaults under the Lease by Landlord, or any existing conditions which, with the giving of notice and/or the passage of time, would constitute a default by Landlord under the Lease; (ii) to its knowledge, Tenant has no charge, lien or claim of offset under the Lease or otherwise, including rents or other charges due or to become due under the Lease; and (iii) the Lease is in full force and effect, and has not been assigned, modified or amended by Tenant except as set forth in this Amendment, and represents the entire agreement between Landlord and Tenant with respect to the Premises.

(b) Landlord hereby acknowledges that, as of the date hereof: (i) Tenant has satisfied its obligations under the Lease, and Landlord has no knowledge of any violations of or uncured defaults under the Lease by Tenant, or any conditions which, with the giving of notice and/or the passage of time, would constitute a default by Tenant under the Lease; and (ii) the Lease is in full force and effect, and has not been assigned, modified or amended, and represents the entire agreement between Landlord and Tenant with respect to the Premises.

7. Ratification.

Except as amended hereby, the terms and provisions of the Lease shall be and remain in full force and effect.

8. Conflict.

To the extent that any of the terms or provisions of this Amendment conflict with or differ from the Lease, the terms and provisions of this Amendment shall govern.

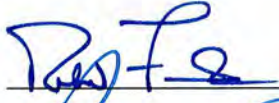

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Amendment to Commercial Lease to be executed under seal as of the date first above written.

**LANDLORD**

Witness:

TP THIRTEEN LLC,

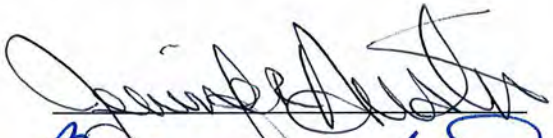
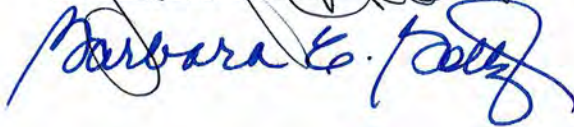
  
\_\_\_\_\_  


By:   
\_\_\_\_\_  
Name: JOHN A. SARGENT  
Its: VICE PRESIDENT

**TENANT**

Witness:

FLORIDA HOUSING FINANCE CORPORATION

  
\_\_\_\_\_  
  
Barbara E. Kelly

By:   
\_\_\_\_\_  
Name: STEPHEN P. AUGER  
Its: EXECUTIVE DIRECTOR

### THIRD AMENDMENT TO LEASE AGREEMENT

This Third Amendment to Lease Agreement (this "Amendment") is entered into as of June 1, 2009 (the "Effective Date") by and between TP THIRTEEN, LLC (the "Lessor") and FLORIDA HOUSING FINANCE CORPORATION (the "Lessee").

#### RECITALS:

A. Lessor, by and through its predecessor in title, and Lessee entered into a certain Lease Agreement (as subsequently modified, the "Lease Agreement") dated January 1, 1998, for the lease of certain space (as subsequently modified, the "Leased Premises") in the City Centre Building (the "Building") located at 227 North Bronough Street, Tallahassee, Florida, which said lease was subsequently modified by that certain Lease Modification to Increase Space (the "First Lease Amendment") having an effective date of March 1, 2001, and further modified by that certain Lease Modification (the "Second Lease Amendment") having an effective date of March 1, 2003.

B. Lessor is the current owner of the Building and the successor Lessor under the Lease Agreement.

C. Lessee has agreed to exercise its option to renew the Lease Agreement for the term and at the rental rate as provided in the Second Lease Amendment.

D. Lessor and Lessee wish to acknowledge the renewal and extension of the Lease Agreement and to modify the Lease Agreement in other respects, all as more particularly set forth herein.

#### AGREEMENT:

For and in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. The above recitals are true and correct and form a part of this Amendment.
2. The Lease Agreement is renewed and extended for an additional five (5) year term commencing on June 1, 2009, and ending on May 31, 2014 (the "Expiration Date"). The rental for such term shall be at the rates set forth in the rental schedule included in the Second Lease Amendment.
3. The Lease Agreement is amended to grant to Lessee the option to renew the Lease Agreement for one (1) additional five (5) year term commencing on June 1, 2014, and ending on May 31, 2019. The rental rate for the renewal term (the "Renewal Rent") shall be equal to ninety percent (90 %) of the annual fair market rental value of the Leased Premises as of the Expiration Date as determined by market rents then in effect for rental space comparable to the Leased Premises located in the same target

market area as the Building based upon a market analysis. Lessor shall determine the Renewal Rent is in accordance with the foregoing and provide written notice of the Renewal Rent to Lessee at any time during the month of February 2014. Lessee shall then have fifteen (15) business days following receipt of such notice within which to exercise the option to renew by providing written notice to Lessor.

4. Lessor and Lessee agree and confirm that one hundred forty-three (143) parking spaces shall be reserved in the adjacent parking garage for the use of Lessee, and Lessee's employees, guests and invitees. A list of Lessee's reserved parking spaces is attached hereto as Exhibit "A." The number of parking spaces may be adjusted from time to time during the term of the Lease Agreement upon the mutual written agreement of Lessor and Lessee.

5. Lessor acknowledges that certain common areas in the Building are in need of repair and maintenance in order to comply with Lessor's obligations under Part V. of the Lease Agreement entitled Maintenance and Repairs. Those areas include the showers on the seventh (7<sup>th</sup>) floor, common hallways and lobby, and stairwells. The repairs and maintenance work shall include but are not limited to the following: replacement of water damaged ceiling tiles, replacement of carpeting, repaint walls, and repair of hallway doors. Lessor, at Lessor's expense, agrees to commence such repairs and maintenance by June 30, 2009 and to complete same in a good and workmanlike manner no later than December 31, 2010.

6. Lessor agrees to make tenant improvements to the Leased Premises in accordance with Lessor's obligations as set forth in Part V. of the Lease Agreement, specifically regarding paint and carpet. Lessor agrees to paint and carpet the entire Leased Premises and to make minor repairs as necessary. Lessor shall consult with Lessee in choosing the colors of the paint and carpet. If Lessee chooses not to have certain areas of the Leased Premises carpeted and painted, then the cost of doing such shall be applied as a credit toward future tenant improvements. This credit amount shall be determined based on the actual cost of areas being retrofit. This credit shall only be used toward future tenant improvements and shall not be taken as a credit against rent. These renovations shall be completed in a mutually beneficial time schedule as to not interrupt operations of the Lessee and not to cause undue expense to the Lessor due to down time caused by the Lessee and extraordinary amounts of after hours work. As much as reasonably possible, work shall be performed during normal business hours and coordinated with Lessee on an ongoing basis. Lessee shall make final carpet and paint selections, and provide such selections to the Lessor, by June 30, 2009 (unless a later date is mutually agreed upon in writing by Lessor and Lessee). Lessor shall complete or cause to be completed the painting and carpet installation by June 30, 2010 (unless a later date is mutually agreed upon in writing by Lessor and Lessee)..

7. Lessor agrees at its expense to replace the kitchen sinks on the 5<sup>th</sup>, 6<sup>th</sup> and 7<sup>th</sup> floors of the Building. The sink on the 7<sup>th</sup> floor shall be replaced with a full size sink similar to the sinks on the other floors. The replacement of the sinks shall be completed by no later than June 30, 2010.

8. Lessor agrees to monitor the Leased Premises and the Building for water leaks on a continuous basis and to make repairs to correct or prevent such leaks and to repair any resulting damage caused thereby in a timely and good and workmanlike manner.

9. Notices permitted or required under the Lease Agreement shall be furnished by hand delivery or by overnight courier to the Lessor and Lessee at the following addresses:

Lessor: TP Thirteen, LLC  
c/o Rudnick Development  
Attention: Ben Grass  
226 North Duval Street  
Tallahassee, Florida 32301

Lessee: Florida Housing Finance Corporation  
Attention: Contract Administrator  
227 North Bronough Street, Suite 5000  
Tallahassee, Florida 32301

Either party may change its address by written notice to the other at the above address.

10. (a) This Amendment shall be construed and enforced according to the laws of the State of Florida.

(b) This Amendment shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors and assigns.

(c) This Amendment may be executed in counterpart originals, no one of which needs to contain the signatures of all parties hereto, but all of which together shall constitute one and the same instrument.

(d) All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this Amendment invalid, illegal, or unenforceable under any applicable law. If any term of this Amendment shall be held to be invalid, illegal or unenforceable, the validity of the other terms of this Amendment shall in no way be affected thereby.

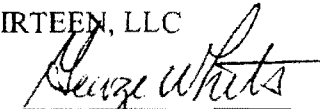
(e) Except as modified hereby, all of the terms and provisions of the Lease Agreement, shall remain in full force and effect.


SIGNATURE PAGE FOLLOWS

THIRD AMENDMENT TO LEASE AGREEMENT  
SIGNATURE PAGE


IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment effective the Effective Date.

TP THIRTEEN, LLC

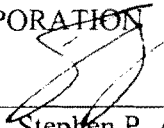
By:   
George White  
Managing Member

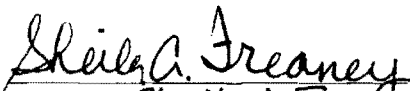
1.   
Print name: Christine Grace  
Witness (as to Lessor)

“LESSOR”

2.   
Print name: Ann Wilkins  
Witness (as to Lessor)

FLORIDA HOUSING FINANCE  
CORPORATION

By:   
Stephen P. Auger  
Executive Director

1.   
Print name: Sheila A. Freaney  
Witness (as to Lessee)

“LESSEE”

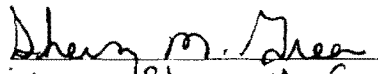
2.   
Print name: Sherry M. Green  
Witness (as to Lessee)



Exhibit "A"  
 Parking Spaces by Garage Level and Space Number

Level 1	Level 2	Level 3	Level 4
8	8	12	22
9	12	27	23
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**SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT**

**NOTICE: THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT RESULTS IN YOUR LEASEHOLD ESTATE IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.**

THIS AGREEMENT made this 22<sup>nd</sup> day of December, 2003, among ORIX Capital Markets, LLC f/k/a ORIX Real Estate Capital Markets, LLC and Wells Fargo Bank, Minnesota, National Association, as Trustee for the Registered Holders of First Mortgage Pass Through Certificates, Series 1998-C2, of 1717 Main Street Suite 1000, Dallas, Texas 75201 ("Lender"), City Centre Associates of Tallahassee, LTD. Of 226 North Duval Street Tallahassee, Florida 32301 ("Lessor") and Florida Housing Finance Corporation ("Lessee").

**WITNESSETH:**

**WHEREAS**, Lender has agreed to make a loan to Lessor (the "Loan"),

**WHEREAS**, the Loan is to be secured by, among other things, a Mortgage, Security Agreement and Assignment of Rents (the "Mortgage") executed by Lessor for the benefit of Lender, creating a first lien upon that certain tract of real property described on Exhibit "A" attached hereto, together with the improvements constructed or to be constructed thereon (the "Property"), and such other security agreements, financing statements and assignments as Lender may require (the Mortgage and all such other security instruments to be referred to collectively as the "Collateral Documents");

**WHEREAS**, Lessee is (or will be) in possession of all or part of the Property (the "Demised Premises"), under and by virtue of a written lease (the "Lease"), dated the 1<sup>st</sup> day of January, 1988, entered into, by and between Lessor and Lessee;

**WHEREAS**, Lender will not make the Loan to Lessor unless and until Lessee expressly subordinates the Lease and all of Lessee's rights thereunder to the Collateral Documents and the liens and security interests created thereby;

**NOW, THEREFORE**, for and in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, Lender and Lessee hereby agree as follows:

1. Subordination. The Lease and all of Lessee's rights thereunder (including, without limitation, any option or right of first refusal) are, shall be and remain and are expressly made, subordinate and inferior to the Collateral Documents and the liens and security interests created thereby, regardless of how often or in what manner the Loan, together with the liens securing the same, and any of the Collateral Documents, may be increased, renewed, extended or modified.

2. Non-Disturbance. So long as Lessee is not in default in the performance of any of the terms, covenants or conditions of the Lease on Lessee's part to be performed, Lessee's possession and occupancy of the Demised Premises and Lessee's rights and privileges under the

Lease shall not be diminished or interfered with by Lender in the exercise of any of Lender's rights under the Mortgage.

3. Attornment In the event of the foreclosure of the lien of the Mortgage or if the Demised Premises are conveyed to Lender by deed in lieu of foreclosure, Lessee shall attorn to Lender or the purchaser upon any such conveyance or foreclosure sale and shall recognize Lender or such purchaser as Lessor under the Lease and Lender or such purchaser shall have the same rights and remedies under the Lease as Lessor. Such attornment shall be effective and self-operative without the execution of any further instrument on the part of any of the parties hereto. Lessee agrees, however, to execute and deliver at any time and from time to time, upon the request of Lender or any such purchaser (1) any instrument or certificate which, in the reasonable judgment of Lender or such purchaser, may be necessary or appropriate to evidence such attornment, and (2) an estoppel certificate regarding the status of the Lease, consisting of statements, if true, (i) that the Lease is in full force and effect, (ii) the date through which rentals have been paid, (iii) the date of the commencement of the term of the Lease, (iv) the nature of any amendments or modifications to the Lease, (v) that no default, or state of facts, which with the passage of time or notice would constitute a default, exists on the part of either party to the Lease, and (vi) the date on which payment of percentage rentals, if any, are due under the terms of the Lease. Further, from and after any such attornment, Lender or such purchaser shall be bound to Lessee under all of the terms, covenants and conditions of the Lease; provided however, that Lender or such purchaser shall not be:

- (a) liable for any action or omission of any prior lessor (including Lessor);
- (b) bound by any rent which Lessee might have paid for more than the current month to any prior lessor (including Lessor);
- (c) liable for the return or application of any security deposits unless Lessor delivers such deposits to Lender or such purchaser;
- (d) bound by any amendment or modification of the Lease made without Lender's written consent, which consent shall not be unreasonably withheld; or
- (e) subject to any offsets or deficiencies which Lessee might be entitled to assert against any prior lessor (including Lessor).

4. No Diminution of Lessor's Rights. Nothing contained herein is intended, nor shall it be construed, to abridge or adversely affect any right or remedy of Lessor under the Lease in the event of default by Lessee in the performance of any of the terms, covenants or conditions of the Lease on Lessee's part to be performed.

5. Notices. Any notice or communication required or permitted hereunder shall be given in writing, sent by United States mail, postage prepaid, registered or certified mail, or by hand delivery, addressed as follows:

To Lender: ORLX Capital Markets, LLC

1717 Main Street Suite 1000  
Dallas, Texas 75201  
Attention: Jason Ford, Transaction Analyst

To Lessor: City Centre Associates of Tallahassee, LTD.  
226 North Duval Street  
Tallahassee, Florida 32317  
Attention: James M. Rudnick

To Lessee: Florida Housing Finance Corporation  
227 N. Bronough Street, Suite 5000  
Tallahassee, FL 32301  
Attention: Orlando Cabrera, Executive Director

or to such other address or in care of such other person as hereafter shall be designated in writing by the applicable party, and shall be deemed to have been given as of the date such item is mailed or delivered as aforesaid.

6. Choice of Law. The validity and construction of this Agreement shall be governed by the laws of the State of Florida.

7. Modifications. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns, and any purchaser or purchasers at foreclosure of the Demised Premises, and their respective heirs, personal representatives, successors and assigns.

**IN WITNESS WHEREOF**, the parties hereto have hereunto caused this Agreement to be duly executed as of the day and year first above written.

**"LENDER"**

Wells Fargo Bank Minnesota, National Association, f/k/a and Successor by Merger to Norwest Bank Minnesota, National Association, as Trustee for the Registered Holders of First Union - Lehman Brothers - Bank of America Mortgage Trust, Commercial Mortgage Trust, Commercial Mortgage Pass - Through Certificates, Series 1998-C2.

By: ORIX Capital Markets, LLC  
f/k/a Orix Real Estate Capital Markets, LLC, as Special Servicer

By: \_\_\_\_\_  
Jason Ford, Transaction Analyst

**"LESSOR"**

City Centre Associates of Tallahassee, LTD.  
By: City Centre Associates of Tallahassee, inc.  
Its limited partner

By: \_\_\_\_\_  
James M. Rudnick, as Managing Member

**"LESSEE"**

Florida Housing Finance Corporation

By: \_\_\_\_\_  
Title: EXECUTIVE DIRECTOR

STATE OF TEXAS, COUNTY OF DALLAS,:

On this \_\_\_\_ day of \_\_\_\_\_, 2003, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Jason Ford, to me personally known, who being by me duly sworn or affirmed did say that he is a Transaction Analyst for ORIX Capital Markets, LLC; that said instrument was signed on behalf of said corporation; and that the said Jason Ford, as such position, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by said officer voluntarily executed.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type or Print name

NOTARY PUBLIC  
My commission expires: \_\_\_\_\_

STATE OF FLORIDA, COUNTY OF LEON, ss:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2003, by James M. Rudnick, as Managing Member of City Centre Associates of Tallahassee, LTD., a Florida corporation, on behalf of the corporation. He is personally known to me.

## Lease Modification

**WHEREAS**, *Florida Housing Finance Corporation*, hereinafter referred to as "Lessee", has previously entered into a Lease Agreement, which was effective on January 1, 1998, and previously modified for an increase of space in March 2001, which now consists of 45,908 square feet at a monthly rate of \$59,565.63; the current Lessor being *City Centre Associates of Tallahassee, Ltd.*

**WHEREAS**, pursuant to the terms and conditions of said Lease, the Lessor agreed to lease from the Lessor those certain premises described as: 227 N. Bronough Street, the entire 5<sup>th</sup> floor, part of the 6<sup>th</sup> Floor, and part of the 7<sup>th</sup> Floor Tallahassee, Florida, 32301.

**WHEREAS**, the Lessee has determined that an increase in the amount of space provided by the Lessor under said Lease will be necessary effective March 1, 2003.

**THEREFORE**, in recognition of the good and valuable consideration of the mutual premises and covenants herein contained, the parties hereto hereby agree as follows:

1. Commencing March 1, 2003, said Lease is hereby amended and modified to the extent necessary to increase the amount of space provided by Lessor to Lessee under said Lease from approximately 45,908 square feet to 50,163 square feet, thereby resulting in a net increase of 4,255 square feet of space. The additional space is located on the 6<sup>th</sup> floor.
2. The additional space, formerly known as the Valiente Hernandez suite, shall be renovated to fit the needs of Lessee. This renovation shall be known as Phase I of all renovations on the 6<sup>th</sup> Floor. The cost for this renovation is \$45,940.00. The floor plans for this renovation are attached as Exhibits "A1" and "A2".
3. In addition to this expansion of space and Phase I renovation, Lessee has requested renovation in the Seltzer Room. This is to be known as Phase II renovation. The cost for this renovation is \$20,825.00. The floor plans for this renovation are attached as Exhibits "B1" and "B2". Lessor agrees to coordinate all renovations in conjunction with Lessee's needs as to minimize disruption to current space.
4. Lessee and Lessor agree that Lessor will pay all costs incurred for Phase I and Phase II renovations. Further, Lessor and Lessee agree to extend the term of the lease an additional four years by executing the previously agreed to options (see below rental schedule). Additionally, Lessee shall be given an additional five (5) year option to renew as described below.
5. Lessee shall be given an additional six (6) parking spaces located on the second (2<sup>nd</sup>) floor of the parking garage in spaces numbered 12, 13, 14, 15, 19, and 24 at no additional charge.

3/03-5/09

**CORRESPONDING** with such increase in space and extension of term, said Lease is further hereby amended and modified to the extent necessary to increase the total amount of rent monies payable by the Lessee to the Lessor under said Lease; the rental schedule shall be amended to reflect the totals as follows:

Period	Rate Per Square Ft.	Monthly Rate	Annual Rate
3/1/03 - 5/31/03	\$15.57	\$65,086.49	N/A
6/1/03 - 5/31/04	\$16.04	\$67,051.21	\$804,614.52
6/1/04 - 5/31/05	\$16.52	\$69,057.73	\$828,692.76
6/1/05 - 5/31/06	\$17.02	\$71,147.86	\$853,774.26
6/1/06 - 5/31/07	\$17.02	\$71,147.86	\$853,774.26
6/1/07 - 5/31/08	\$17.53	\$73,279.78	\$879,357.39
6/1/08 - 5/31/09	\$17.53	\$73,279.78	\$879,357.39

**Option**

Period	Rate Per Square Foot	Monthly Rate	Annual Rate
6/1/09 - 5/31/10	\$18.06	\$75,495.32	\$905,943.78
6/1/10 - 5/31/11	\$18.60	\$77,752.65	\$933,031.80
6/1/11 - 5/31/12	\$19.16	\$80,093.59	\$961,123.08
6/1/12 - 5/31/13	\$19.73	\$82,476.33	\$989,715.99
6/1/13 - 5/31/14	\$20.33	\$84,984.48	\$1,019,813.79

All other terms and conditions of original Lease Agreement remain in full force and effect.

Dated: 3-26-03

Dated: 3/26/03

**City Centre Associates of Tallahassee, Ltd., a Florida Limited partnership**  
 By: **City Centre Associates of Tallahassee, Inc. a Florida Corporation, its general partner**

**Florida Housing Finance Corporation**  
 By: [Signature]  
 Orlando Cabrera  
 Its: Executive Director

By: [Signature]  
 James M. Rudnick,  
 Its: President

Exhibit A-1

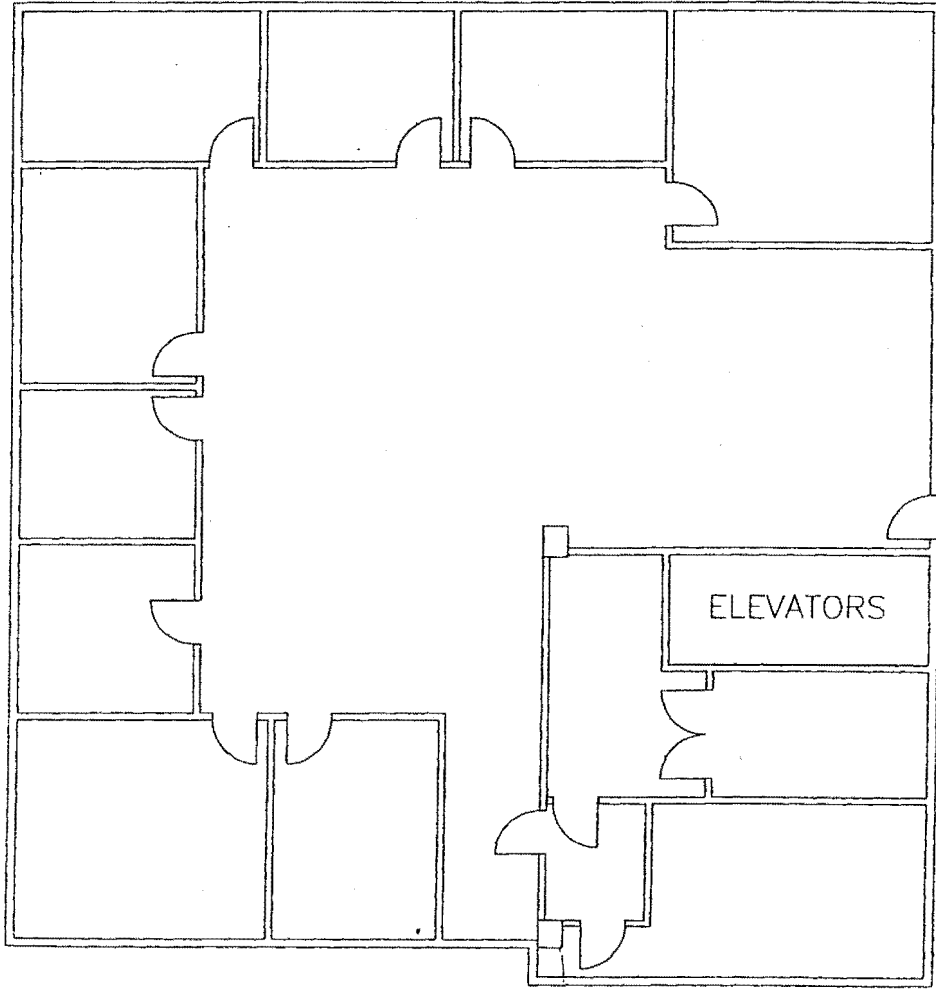






Exhibit B-1

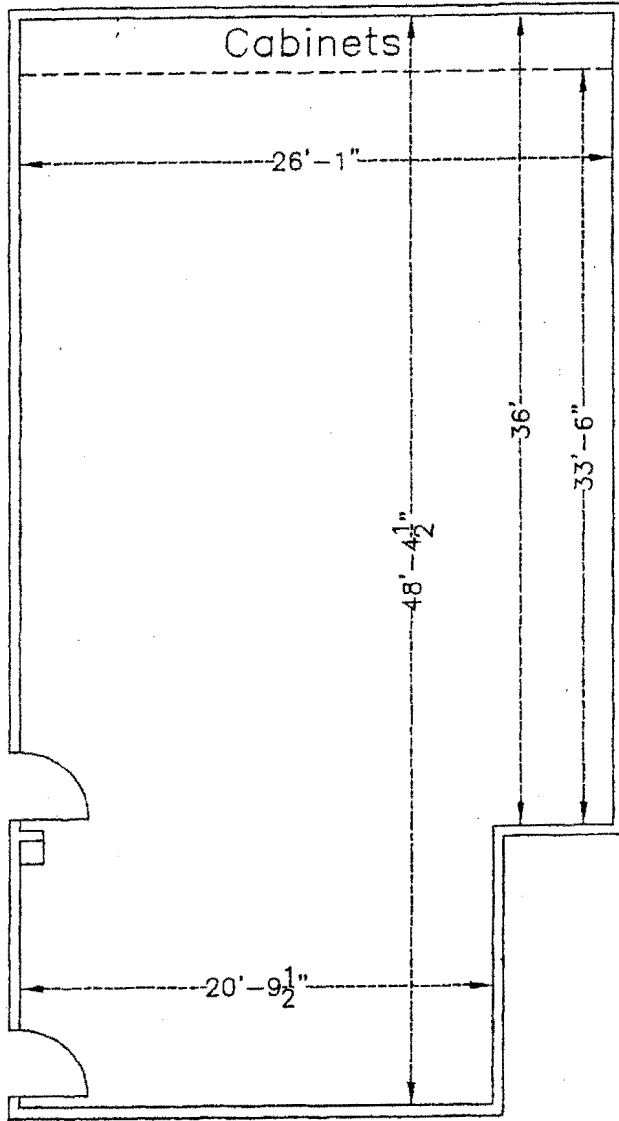
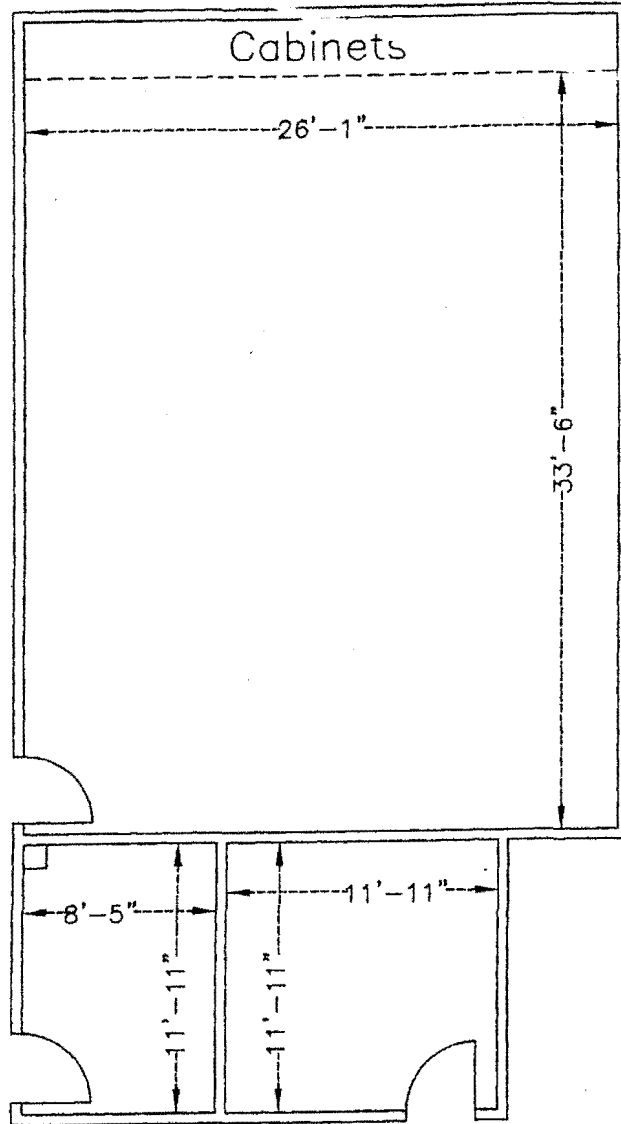


Exhibit B-2



**Lease Modification  
to  
Increase Space**

**WHEREAS**, *Florida Housing Finance Corporation*, hereinafter referred to as "Lessee", has previously entered into a Lease Agreement, which was effective on January 1, 1998, which now consists of 35,666 square feet at a monthly rate of \$43,631.41; the current Lessor being *City Centre Associates of Tallahassee, Ltd.*

**WHEREAS**, pursuant to the terms and conditions of said Lease, the Lessor agreed to lease from the Lessor those certain premises described as: 227 N. Bronough Street, 5<sup>th</sup> floor and part of the 6<sup>th</sup> Floor, Tallahassee, Florida, 32301.

**WHEREAS**, the Lessee has determined that an increase in the amount of space provided by the Lessor under said Lease will be necessary effective March 1, 2001.

**THEREFORE**, in recognition of the good and valuable consideration of the mutual premises and covenants herein contained, the parties hereto hereby agree as follows:

1. Commencing March 1, 2001, said Lease is hereby amended and modified to the extent necessary to increase the amount of space provided by Lessor to Lessee under said Lease from approximately 35,666 square feet to 45,908 square feet, thereby resulting in a net increase of 10,242 square feet of space. The additional space is on the 7<sup>th</sup> floor.
2. At any point during the Lease, Lessee may return unused assigned parking spaces to Lessor at a price of \$20.00 per space.
3. After the rent abatement of \$15,000 for the month of March and the use of \$20,000 towards renovations on the additional space, Lessee shall have at its disposal \$10,000 for future renovations and/or rent abatement.

**CORRESPONDING** with such increase in space, said Lease is further hereby amended and modified to the extent necessary to increase the total amount of rent monies payable by the Lessee to the Lessor under said Lease; the rental schedule shall be amended to reflect the totals as follows:

Period	Rate Per Square Ft.	Monthly Rate	Annual Rate
4/1/01 - 5/31/01	\$14.68	\$56,160.79	N/A
6/1/01 - 5/31/02	\$15.12	\$57,844.08	\$694,128.96
6/1/02 - 5/31/03	\$15.57	\$59,565.63	\$714,787.56
6/1/03 - 5/31/04	\$16.04	\$61,363.69	\$736,364.32
6/1/04 - 5/31/05	\$16.52	\$63,200.01	\$758,400.16

4/01 - 5/05

3/1/01

If option(s) to renew are exercised, the term(s) shall be as follows:

**Option 1**

Period	Rate Per Square Foot	Monthly Rate	Annual Rate
6/1/05 - 5/31/06	\$17.02	\$65,112.85	\$781,354.16
6/1/06 - 5/31/07	\$17.53	\$67,063.94	\$804,767.24

**Option 2**

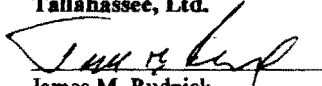
Period	Rate Per Square Foot	Monthly Rate	Annual Rate
6/1/07 - 5/31/08	\$17.02	\$65,112.85	\$781,354.16
6/1/08 - 5/31/09	\$17.53	\$67,063.94	\$804,767.24

All other terms and conditions of original Lease Agreement remain in full force and effect.

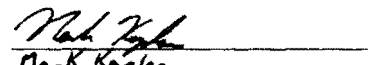
Dated: 3/1/01

Dated: 3-1-01

City Centre Associates of  
Tallahassee, Ltd.

  
James M. Rudnick  
Its: Managing Member

Florida Housing Finance  
Corporation

  
Mark Kaplan  
Its: Executive Director

THIS LEASE AGREEMENT, entered into this 1<sup>st</sup> day of January 1998 A.D., between Tallahassee Associates, LTD., a Limited Partnership authorized to do business in part of the first part, hereinafter called the Lessor whose Florida Federal Identification Number (F.E.I.D. or S.S.) is 25-1468490, and the Florida Housing Finance Corporation party of the second part, hereinafter called the Lessee,  
WITNESSETH:

That the Lessor, for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the Lessee, has demised and leased to the Lessee, for the term and under the conditions hereinafter set out, those certain premises in Tallahassee 32301 Leon Florida, described as follows:  
(City) (Zip Code) (County)

City Centre Building  
227 North Bronough Street, Suite 5000  
Tallahassee, Florida 32301-1329

which has been renovated as mutually agreed between Lessor and Lessee and which shall constitute an aggregate area of See Addendum No. 1 square feet of net rentable space at the rate of See Addendum No. 1 per square foot per year; the Lessor shall also provide \_\_\_\_\_ on-site parking spaces for the exclusive use of the Lessee as part of this lease agreement. \_\_\_\_\_ of these spaces shall be located on the level nearest the building exit in a location that is near the door.

**I. TERM**

TO HAVE AND TO HOLD the above described premises for a term commencing on the See Addendum No. 1 day of \_\_\_\_\_, 19\_\_\_\_ to and including the See Addendum No. 1 day of \_\_\_\_\_, 19\_\_\_\_

**II. RENTALS**

The Lessor hereby leases to the Lessee and the Lessee hereby leases from the Lessor the above described premises for the term set out in this lease and the Lessee agrees to pay the Lessor the sum of See Addendum No. 1 (\$ \_\_\_\_\_) per month for the rental period described in Article I of this lease. The rent for any fractional part of the first month shall be prorated. The rent shall be payable the month following the month of occupancy in accordance with Section 215.422, Florida Statutes. The rentals shall be paid to the Lessor at

960 Penn Avenue, Suite 700 Pittsburgh, PA 15222  
(Address) (City) (Zip Code)

**III. HEATING, AIR CONDITIONING AND JANITORIAL SERVICES**

1. a. The Lessor agrees to furnish to the Lessee heating and air conditioning equipment and maintain same in satisfactory operating condition at all times for the leased premises during the term of the lease at the expense of the Lessor.

b. The Lessor agrees to maintain thermostats in the demised premises at 70 degrees Fahrenheit during the heating season and 75 degrees Fahrenheit during the cooling season; and certifies that boilers therein have been calibrated to permit the most efficient operation.

2. The Lessor agrees to furnish janitorial services and all necessary janitorial supplies for the leased premises in accordance with Addendum No. 2 during the term of the lease at the expense of the Lessor.

3. All services required above shall be provided during the Lessee's normal working hours, which are normally from 7:30 a.m. to 5:30 p.m., Monday through Friday excluding state holidays.

**IV. LIGHT FIXTURES**

1. a. The Lessor agrees to install in the demised premises light fixtures for the use of the Lessee.  
b. The Lessor shall be responsible for replacement of all bulbs, lamps, tubes and starters used in such fixtures for the purpose of furnishing light.

2. The Lessor certifies that the lighting levels within the demised premises are maintained at and do not exceed the following levels: 10 foot candles in hall and corridors; 30 footcandles in other public areas; 50 footcandles in office, conference rooms, and other levels as set forth in the State Energy Management Plan, Volume II, Section F.

**V. MAINTENANCE AND REPAIRS**

1. The Lessor shall provide for interior maintenance and repairs in accordance with generally accepted good practices, including repainting, the replacement of worn or damaged floor covering and repairs or replacement of interior equipment as may be necessary due to normal usage. The Lessee shall, during the term of this lease, keep the interior of the demised premises in as good a state of repair as it is at the time of the commencement of this lease, reasonable wear and tear and unavoidable casualties excepted.

2. The Lessor shall maintain and keep in repair the exterior of the demised premises during the term of this lease and shall be responsible for the replacement of all windows broken or damaged in the demised premises, except such breakage or damage caused to the exterior of the demised premises by the Lessee, its officers, agents or employees.

3. The Lessor shall maintain the interior and exterior of the demised premises including grounds and parking area so as to conform to all applicable health and safety laws, ordinances and codes which are presently in effect and which may subsequently be enacted during the term of this lease and any renewal periods.

4. The Lessor agrees to furnish pest control services for the leased premises during the term of the lease at the expense of the Lessor.

**VI. UTILITIES**

That the Lessor will promptly pay all gas, water, power and electric light rates or charges which may become payable during the term of this lease for the gas, water and electricity used by the Lessee on the premises; and if the

lease is for 3,000 square feet or greater, separately metered for all energy and fuels which may be consumed by Lessee, alone, Lessor will provide Lessee, in a form and manner agreed upon, timely and accurate data on Lessee's monthly consumption or use of electricity, natural gas, LP gas and/or fuel oil, as appropriate, pursuant to Section 255.257, Florida Statutes.

#### **VII. HANDICAPPED STANDARDS AND ALTERATIONS**

1. Lessor agrees that the demised premises now conform, or that, prior to lessee's occupancy, that said premises shall, at the Lessor's expense, be brought into conformance with the requirements of Section 553.73 F.S. providing requirements for the physically handicapped.

2. That the Lessee shall have the right to make any alterations in and to the demised premises during the term of this lease upon first having obtained the written consent thereto of the Lessor. The Lessor shall not capriciously withhold the consent to any such alterations.

#### **VIII. INJURY OR DAMAGE TO PROPERTY ON PREMISES**

That all property of any kind that may be on the premises during the continuancy of this lease shall be at the sole risk of the Lessee, and except for any negligence of the Lessor, the Lessor shall not be liable to the Lessee or any other person for any injury, loss or damage to property or to any person on the premises.

#### **IX. FIRE AND OTHER HAZARDS**

1. In the event that the demised premises, or the major part thereof, are destroyed by fire, lightning, storm or other casualty, the Lessor at its option may forthwith repair the damage to such demised premises at its own cost and expense. The rental thereon shall cease until the completion of such repairs and the Lessor will immediately refund the pro rata part of any rentals paid in advance by the Lessee prior to such destruction; should the premises be only partly destroyed, so that the major part thereof is usable by the Lessee, then the rental shall abate to the extent that the injured or damaged part bears to the whole of such premises and such injury or damage shall be restored by the Lessor as speedily as is practicable and upon the completion of such repairs, the full rental shall commence and the lease shall then continue the balance of the term.

2. The Lessor shall provide for the fire protection during the term of this lease in accordance with the fire safety standards of the State Fire Marshal. The Lessor shall be responsible for maintenance and repair of all fire protection equipment necessary to conform to the requirements of the State Fire Marshal. The Lessor agrees that the demised premises shall be available for inspection by the State Fire Marshal, prior to occupancy by the Lessee, and at any reasonable time thereafter.

3. The Lessor certifies that no asbestos was used in the construction of the demised premises or that if asbestos was used, actions have been completed to correct the hazards caused by the use of asbestos.

#### **X. EXPIRATION OF TERM**

At the expiration of the term, the Lessee will peaceably yield up to the Lessor the demised premises in good and tenantable repair. It is understood and agreed between the parties that the Lessee shall have the right to remove from the premises all personal property of the Lessee and all fixtures, machinery, equipment, appurtenances and appliances placed or installed on the premises by it, provided the Lessee restores the premises to as good a state of, repair as they were prior to the removal.

#### **XI. SUBLETTING AND ASSIGNMENT**

The Lessee upon the obtaining of the written consent of the Lessor, which written consent shall not capriciously be withheld, shall have the right to sublet all or any part of the demised premises, or to assign all or any part of the demised premises.

#### **XII. NOT CONSENT TO SUE**

The provisions, terms or conditions of this lease shall not be construed as a consent of the Florida Housing Finance Corporation to be sued because of said lease hold.

#### **XIII. WAIVER OF DEFAULTS**

The waiver by the Lessor of any breach of this lease by the Lessee shall not be construed as a waiver of any subsequent breach of any duty or covenant imposed by this lease.

#### **XIV. RIGHT OF LESSOR TO INSPECT**

The Lessor, at all reasonable times, may enter into and upon the demised premises for the purpose of viewing the same and for the purpose of making any such repairs as they are required to make under the terms of this lease.

#### **XV. BREACH OF COVENANT**

These presents are upon this condition, that, except as provided in this lease, if the Lessee shall neglect or fail to perform or observe any covenant herein contained, which on the Lessee's part is to be performed, and such default shall continue for a period of thirty (30) days after receipt of written notice thereof from the Lessor to the Lessee, then the Lessor lawfully may, immediately, or at any time thereafter, and without further notice or demand, enter into and upon the demised premises, or any part thereof, and repossess, the same as of their former estate and expel the Lessee and remove its effects forcefully, if necessary, without being taken or deemed to be guilty of any manner of trespass and there upon this demise shall terminate but without prejudice to any remedy which might otherwise be used by the Lessor for arrears of rent or for any breach of the Lessee's covenants herein contained.

#### **XVI. ACKNOWLEDGMENT OF ASSIGNMENT**

That the Lessee upon the request of the Lessor shall execute such acknowledgment or acknowledgments, or any assignment, or assignments, of rentals and profits made by the Lessor to any third person, firm or corporation, provided that the Lessor will not make such request unless required to do so by the Mortgagee under a mortgage, or mortgages, executed by the Lessor.

**XVII. TAXES, INSURANCE, AND COMMISSIONS**

1. Lessor shall pay all real estate taxes and fire insurance premiums on the demised premises. Lessor shall not be liable to carry fire insurance on the person or property of the Lessee or any other person or property which may now or hereafter be placed in the demised premises.

2. Lessor agrees, covenants, certifies and warrants to Lessee that no portion of the rent payable pursuant to Article II of this Lease Agreement includes, represents, is based on or is attributable to any commission or fee which is paid or is payable by Lessor as the result of Lessor's having utilized or contracted for the services of any real estate broker, salesman, agent or firm in any aspect of Lessor's dealings or any dealings involving the leasing of the demised premises to Lessee.

**XVIII. AVAILABILITY OF FUNDS**

The Florida Housing Finance Corporation's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. F.S. 255.2502.

**XIX. USE OF PREMISES**

The Lessee will not make or suffer any unlawful, improper or offensive use of the premises or any use or occupancy thereof contrary to the laws of the State of Florida or to such Ordinances of the City and/or County in which the demised premises are located, now or hereinafter made, as may be applicable to the Lessee.

**XX. RENEWAL**

The Lessee is hereby granted the option to renew this lease for an additional 2 2-year terms in the same terms and conditions. If the Lessee desires to renew this lease under the provisions of this Article, it shall give the Lessor written notice thereof not more than six months nor less than three months prior to the expiration of the term provided in Article I of this Lease or any applicable renewal period.

**XXI. NOTICES AND INVOICES**

All notices required to be served upon the Lessor shall be served by Courier, Registered or Certified Mail, Return Receipt Requested, at *960 Penn Avenue, Suite 700 Pittsburg, PA 15222*, and all notices required to be served upon the Lessee shall be served by Courier, Registered or Certified Mail, Return Receipt Requested, at the address of the Lessee at *227 North Bronough Street, Suite 5000, Tallahassee, FL 32301-1329*. Invoices shall be submitted monthly to *Florida Housing Finance Corporation, 227 North Bronough Street, Suite 5000, Tallahassee, FL 32301-1329*.

**XXII. DEFINITION OF TERMS**

(a) The terms "lease," "lease agreement," or "agreement" shall be inclusive of each other and shall also include an renewals, extensions or modifications of this lease.

(b) The terms "Lessor" and "Lessee" shall include the successors and assigns for the parties hereto.

(c) The singular shall include the plural and the plural shall include the singular whenever the context so requires or permits.

**XXIII. ADDITIONAL TERMS**

(Check One)

XX Any and all additional covenants or conditions appear on the attached addendums.

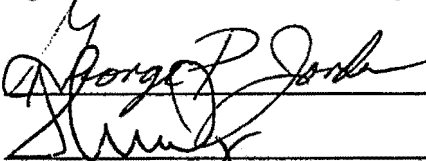
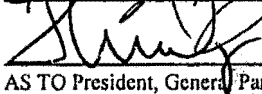
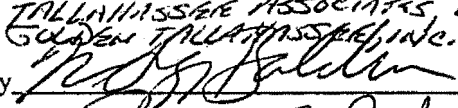
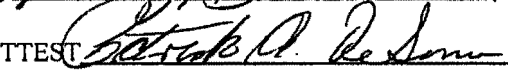

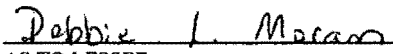
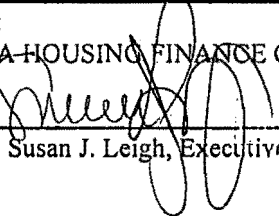
\_\_\_\_\_ No additional covenants or conditions form a part of this lease.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose herein expressed, the day and year above written.



ANY LEASE SHALL NOT BECOME LEGALLY EFFECTIVE UNTIL APPROVED/ACCEPTED BY EXECUTIVE DIRECTOR/CEO OF THE FLORIDA HOUSING FINANCE CORPORATION.

ORIGINAL SIGNATURE REQUIRED ON ALL COPIES

<b>If Lessor is an Individual:</b> Signed, sealed, and delivered in the presence of:	<b>NAME OF LESSOR:</b>
_____	_____ (SEAL)
_____	_____ (SEAL)
AS TO LESSOR	
<b>If Lessor is a Corporation, Partnership, Trust, etc:</b> Signed, sealed, and delivered in the presence of:	<b>NAME OF CORPORATION, PARTNERSHIP, TRUST, ETC.</b>
 _____	TALLAHASSEE ASSOCIATES LTD. GOLDEN TALLAHASSEE, INC.
 _____	By  (SEAL)
AS TO President, General Partner, Trustee	ATTEST 
Signed, sealed and delivered in the presence of:	<b>LESSEE:</b>
 _____	FLORIDA HOUSING FINANCE CORPORATION
 Debbie L. Macan	By 
AS TO LESSEE	Susan J. Leigh, Executive Director/CEO

**ADDENDUM NO. 1**

Period	Rate Per Square Foot	Monthly Rate	Annual Rate
1/1/98 - 5/31/98	\$13.50	\$40,124.25	\$481,491.00
6/1/98 - 5/31/99	\$13.75	\$40,867.29	\$490,407.50
6/1/99 - 5/31/2000	\$14.25	\$42,353.38	\$508,240.56
6/1/2000 - 5/31/2001 <sup>35,606</sup>	\$14.68	\$43,631.41	\$523,576.88
6/1/2001 - 5/31/2002	\$15.12	\$44,939.16	\$539,269.92
6/1/2002 - 5/31/2003	\$15.57	\$46,276.64	\$555,319.68
6/1/2003 - 5/31/2004	\$16.04	\$47,673.55	\$572,082.64
6/1/2004 - 5/31/2005	\$16.52	\$49,100.19	\$589,202.32

If option(s) to renew are exercised, the term(s) shall be as follows:

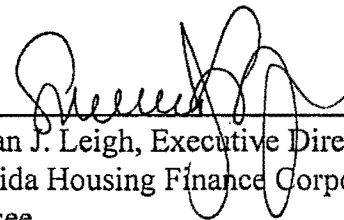
**Option 1**

Period	Rate Per Square Foot	Monthly Rate	Annual Rate
6/1/2005 - 5/31/2006	\$17.02	\$50,586.28	\$607,035.32
6/1/2006 - 5/31/2007	\$17.53	\$52,102.08	\$625,224.98

**Option 2**

Period	Rate Per Square Foot	Monthly Rate	Annual Rate
6/1/2005 - 5/31/2006	\$17.02	\$50,586.28	\$607,035.32
6/1/2006 - 5/31/2007	\$17.53	\$52,102.08	\$625,224.98

  
Lessor

  
Susan J. Leigh, Executive Director/CEO  
Florida Housing Finance Corporation  
Lessee

ESTIMATES  
 $7000 \times 14.68 = 102,760 = 8,560/\text{Mo} \times 5 = 42,800$   
 MAR - JULY  
 $\times 3 = 25,689 (14.68)$   
 RENOVATIONS (25,000)  
 $\times 7 = 61,740 (15.14)$   
 AUG - DEC 42,800  
~~60,600~~  
 30% INCREASE }  
 # 62,429

10,242 7<sup>TH</sup> FLOOR

ADDENDUM NO.2

**CLEANING SPECIFICATIONS**

A. **SCHEDULE OF SERVICES.** Night cleaning services to be performed five (5) nights per week, excluding union holidays, or as specifically indicated hereinafter.

B. **SCOPE OF WORK**

1. **Building Entrances and Public Areas**

- (a) Sweep and damp mop pavers and steps nightly.
- (b) Machine scrub pavers monthly.
- (c) Entrance door glass to be cleaned nightly.
- (d) Wipe down all metal surfaces (excluding high work) at entrances, railings and elevators nightly.
- (e) All wall surfaces (excluding high work) are to be dusted nightly to remove fingerprints and smudges nightly.
- (f) High dust or wash elevator exteriors weekly and all electrical and air conditioning ceiling fixtures quarterly.
- (g) All cigarette urns or trash receptacles are to be cleaned nightly.
- (h) Walk-off mats will be provided.

2. **Elevators**

- (a) Clean all saddles, hatch and cab doors, door frames, and directional lights at main entry lobbies nightly.
- (b) Interior wall surfaces of cab selector panels, bases, rails and indicator panel are to be cleaned nightly.
- (c) Interior carpets are to be vacuumed nightly and spot cleaned as required, shampoo quarterly or as required.
- (d) Elevator cabs with resilient floor surfaces are to be damp mopped nightly and waxes as required.
- (e) Clean saddles and door frames on floors above and below lobby levels once per week. Door tracks are to be vacuumed nightly.

3. **Public Corridors Elevator Lobbies**

- (a) All wall surfaces are to be dusted nightly. Remove all fingerprints and smudges nightly.
- (b) Sweep and damp mop vinyl flooring and ceramic tile pavers nightly. Machine scrub monthly.
- (c) Carpeted areas are to be vacuumed five (5) times per week, spot cleaned, and shampooed quarterly.
- (d) High dust or wash all electrical and air conditioning fixtures quarterly.
- (e) Drinking fountains are to be cleaned and sanitized nightly.
- (f) Public telephones are to be cleaned nightly.

4. **General Office Areas.**

Nightly, unless otherwise indicated.

- (a) Dust mop all stone, ceramic tile, terrazzo and other types of unwaxed flooring nightly. Damp mop weekly.
- (b) Sweep all vinyl asbestos, asphalt, rubber and similar types of flooring nightly, scrub, wax and buff quarterly.
- (c) Vacuum all carpeted traffic areas nightly. Sweep all private stairways and vacuum if carpeted nightly.
- (d) Hand dust or wipe clean all furniture, file cabinets, fixtures, window sills, and wash said sills when necessary.
- (e) Dust all telephones.
- (f) Dust all chair rails, trim, etc.

- (g) Remove all gum and foreign matter on sight. Spot clean resilient floor as necessary.
- (h) Empty and clean all waste receptacles and remove wastepaper and waste materials to a designated area.
- (i) Empty and wipe clean all ash trays and screen all sand urns. Wash clean all water fountains and water coolers.
- (j) Dust all glass furniture tops.
- (k) Remove hand marks on elevator hatchway doors.
- (l) Wipe clean all bright work.
- (m) Cleaning of private toilet rooms same as the specifications for lavatories.
- (n) Any area designated as a vending area will be kept free from spillage and damp mopped nightly.
- (o) Clean chair floor pads monthly.
- (p) Cleaning operations are to be scheduled so that an absolute minimum of lights are to be left on at all times. Upon completion of the cleaning, all lights must be turned off
- (q) Sanitize and clean lounge and kitchen area, sinks and counter tops.

Periodic:

- (a) Hand dust all door louvers and other ventilating louvers within reach once per week.
- (b) Dust all baseboards once per week
- (c) Remove fingermarks from all painted surfaces near light switches, entrance doors, etc., once per week.
- (d) Dust all lamp shades weekly.
- (e) Vacuum entire carpeted areas, moving light furniture weekly.
- (f) Dust all picture frames, charts and similar hangings quarterly which were not reached in nightly cleaning.
- (g) Dust all vertical surfaces such as walls, partitions, doors and other surfaces not reached in nightly cleaning quarterly.
- (h) Dust all venetian blinds monthly.
- (i) Dust quarterly all air conditioning louvers, grills, etc., not reached in nightly cleaning.
- (j) Wash telephones monthly.
- (k) Vacuum upholstered furniture weekly.

5. Lavatories.

Nightly:

- (a) Wash and disinfect all floors and base.
- (b) Wash all mirrors and powder shelves.
- (c) Wash and polish all bright work.
- (d) Wash all plumbing fixtures.
- (e) Wash and disinfect all toilet seats, both sides.
- (f) Scour, wash and disinfect all basins, bowls, urinals and shower facilities.
- (g) Fill toilet tissue holders, soap, sanitary napkin and paper towel dispensers.
- (h) Empty and clean sanitary disposal receptacles, and provide plastic bag in receptacle.
- (i) Clean and wash waste receptacles and dispensers. Remove all waste products to a designated area and provide plastic bag in receptacles.
- (j) Remove fingermarks from painted surfaces.
- (k) Remove all graffiti from walls and partitions.
- (l) Dust and clean partitions and walls.
- (m) Inspect all toilets and restrooms during day and keep same in neat and clean condition.
- (n) Wash tile wall surface subject to splashing.

Periodic:

- (a) Clean and wash all partitions once a week.
- (b) Machine scrub floors as necessary but not less than once every month.

- (c) Hand dust, clean and wash all tile walls once each month, more often if necessary.
- (d) High dust to be done once each month which includes lights, walls and grills.
- (e) Wash toilet lighting fixtures as often as necessary but not less than twice per year.

6. Building Service Areas

- (a) Slop sink rooms are to be kept neat, clean and orderly at all times.
- (b) Freight elevators are to be kept neat, clean and orderly at all times.
- (c) Sweep or dust mop resilient floor surfaces in service corridors nightly, refinish quarterly.
- (d) All wall surfaces in service corridors are to be dusted weekly. Fingerprints, graffiti and smudges are to be removed weekly.
- (e) High dust or wash all electrical and air conditioning ceiling fixtures once per year.
- (f) Loading dock area to be swept daily and floor areas hosed down as required. Wall surfaces to be cleaned weekly. Overhead equipment dusted monthly.

7. Plaza and Sidewalk Areas

- (a) Sweep daily, weather permitting.
- (b) Remove snow and ice as soon as possible from all traffic areas as required.
- (c) Gum and other foreign materials to be removed as required.
- (d) Trash receptacles shall be cleaned daily.
- (e) Remove debris from landscaped and plaza areas as required.

8. Duties of Day Personnel.

The following is a general list of functions only, weather permitting (where applicable);

- (a) Check all public areas constantly, picking up all foreign matter on sight.
- (b) Sweep lobby as required, five (5) days a week.
- (c) Empty all cigarette urns as required.
- (d) Elevator cab floors are to be cleaned as required each day.
- (e) Wipe clean and remove fingermarks from all metal bright work throughout , interior of building lobby daily.
- (f) Sweep sidewalks as required.
- (g) Lay down and remove lobby walk off mats as necessary.
- (h) Sweep the public staircases as required.
- (i) Keep in clean condition all public telephones and their enclosures, as required.
- (j) Clean building entrance doors as required.

Mens' and Womens' Lavatories (Day Porter) The following is a general list of duties:

- (a) Fill toilet tissue and towel dispensers as required.
- (b) Service sanitary napkin dispensers as necessary.
- (c) Fill soap dispensers as necessary.

9. Pest Control. The public spaces throughout the building shall be kept under pest control treatment, as required.