

## SECOND AMENDMENT OF LEASE

**THIS SECOND AMENDMENT OF LEASE** (this “Second Amendment”) is made and entered into as of this 17<sup>th</sup> day of August, 2017 (the “Second Amendment Effective Date”), by and between **COUSINS OOC OWNER LLC**, a Delaware limited liability company, f/k/a OOC Owner LLC (“Landlord”), and **ENTERPRISE FLORIDA, INC.**, a Florida not-for-profit corporation (“Tenant”).

### **RECITALS:**

**WHEREAS**, One Orlando Associates A LLC, a Delaware limited liability company (“Original Landlord”), and Tenant entered into that certain Office Lease dated as of September 7, 2006 (the “Original Lease”), as amended by that certain First Amendment of Lease dated November 7, 2012 (the “First Amendment”) (collectively, as hereinafter modified or amended, the “Lease”), for those certain premises known as Suite 1100 consisting of nineteen thousand six hundred twenty (19,620) rentable square feet (the “Existing Premises”), located in the building currently known as One Orlando Centre, located at 800 North Magnolia Avenue, Orlando, Florida 32803 (the “Building”); and

**WHEREAS**, the Term of the Lease is set to expire on March 31, 2018; and

**WHEREAS**, Tenant desires to surrender to Landlord that certain portion of the Existing Premises comprised of four thousand nine hundred sixty-four (4,964) rentable square feet (the “Surrender Premises”), as depicted as the hatched area on Exhibit A attached hereto, renew the Term of the Lease as to that certain portion of the Existing Premises comprised of fourteen thousand six hundred fifty-six (14,656) rentable square feet (the “Remaining Premises”), as depicted as the hatched area on Exhibit A-1 attached hereto, and make other modifications to the Lease according to the terms, covenants and conditions as more particularly set forth herein.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, Landlord and Tenant agree to amend the Lease as follows:

1. **Recitals**. The recitals set forth above are true and correct and are incorporated as if fully set forth herein.
2. **Definitions**. Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Lease.
3. **Vacation of Surrender Premises**. At 11:59 p.m. Eastern Standard Time on December 31, 2017 (the “Surrender Date”), Tenant shall vacate and surrender to Landlord the Surrender Premises broom-clean and in as good a condition as when possession was delivered to Tenant, ordinary wear and tear excepted, and Tenant’s leasehold interest in the Surrender Premises shall terminate at 11:59 p.m. Eastern Standard Time on the Surrender Date. Notwithstanding anything contained in this Second Amendment or the Lease to the contrary, if Tenant continues to occupy the Surrender Premises after the Surrender Date, such holding over shall not be a renewal of the Lease but shall be deemed to create a tenancy-at-sufferance. Tenant shall continue to be bound by all of the terms and conditions of the Lease, except that during such tenancy at sufferance Tenant shall pay to Landlord (A) two (2) times the Base Rent payable under the Lease during the last month of the then-current Term of the Lease, and (B) any and all Expenses, and other forms of Additional Rent payable under the Lease. The increased rent during such holding over is intended to compensate Landlord partially for losses, damages and expenses, including frustrating and delaying Landlord’s ability to secure a replacement Tenant. Tenant shall indemnify, defend and hold Landlord harmless from and against

any claim, damage, loss, liability, judgment, suit, disbursement or expense (including consequential damages and reasonable attorneys’ fees and disbursements) (collectively, “Claims”) resulting from failure to surrender possession upon the Surrender Date or sooner termination of the Term, as amended or extended, including any Claims made by any succeeding Tenant, and such obligations shall survive the expiration or sooner termination of the Lease.

4. **Premises.** Commencing January 1, 2018 (the “Remaining Premises Rent Commencement Date”), Article II(JJ) of the Original Lease, as amended, shall be further amended such that the definition of the term “Premises,” as well as all references in the Lease to such term, shall mean the fourteen thousand six hundred fifty-six (14,656) rentable square feet of the Remaining Premises so long as Tenant vacates and surrenders the Surrender Premises to Landlord by the Surrender Date; otherwise the term “Premises” shall also include the rentable square footage of the Surrender Premises until such time as Tenant vacates and surrenders the Surrender Premises to Landlord in the condition required by this Second Amendment. Prior to the Remaining Premises Rent Commencement Date, the definition of the term “Premises” shall remain unchanged and shall remain as set forth in the Lease prior to modification by this Second Amendment.

5. **Second Amendment Extension Term.** Commencing upon the Second Amendment Effective Date, Article II(CCC), and Article IV(1)(A), each of the Lease, are hereby amended in order to extend the Term of the Lease for that certain additional period of time commencing upon April 1, 2018, and continuing through noon on November 30, 2028 (the “Second Amendment Extension Term”). During the Second Amendment Extension Term, all references in the Lease to the defined term “Term” shall mean the Second Amendment Extension Term.

6. **Base Rent Schedule.** Commencing upon the Second Amendment Effective Date, Article II(D) of the Original Lease, as amended, is hereby further amended in order to provide that commencing upon the Remaining Premises Rent Commencement Date, and continuing up through the Second Amendment Extension Term, Tenant shall pay Base Rent to Landlord on the first day of each month in accordance with the following payment schedule:

PERIOD	RENTABLE SQUARE FEET	ANNUAL BASE RENT PER RENTABLE SQUARE FOOT*	MONTHLY INSTALLMENTS OF BASE RENT*
1/01/18 – 12/31/18	14,656	\$25.75	\$31,449.33
1/01/19 – 12/31/19	14,656	\$26.46	\$32,316.48
1/01/20 – 12/31/20	14,656	\$27.19	\$33,208.05
1/01/21 – 12/31/21	14,656	\$27.94	\$34,124.05
1/01/22 – 12/31/22	14,656	\$28.71	\$35,064.48
1/01/23 – 12/31/23	14,656	\$29.50	\$36,029.33
1/01/24 – 12/31/24	14,656	\$30.31	\$37,018.61
1/01/25 – 12/31/25	14,656	\$31.14	\$38,032.32
1/01/26 – 12/31/26	14,656	\$32.00	\$39,082.67
1/01/27 – 12/31/27	14,656	\$32.88	\$40,157.44
1/01/28 – 11/30/28	14,656	\$33.78	\$41,256.64

**\*Plus applicable State of Florida sales tax.**

The above Base Rent rates are exclusive of Additional Rent, Expenses, and any other sums owed by Tenant to Landlord as provided for in the Lease. Tenant acknowledges and agrees that during the period preceding the Remaining Premises Rent Commencement Date, Tenant shall continue to pay Base Rent for the Existing Premises as set forth in the Lease prior to modification by this Second Amendment. Notwithstanding anything

to the contrary contained in this Second Amendment, provided that no Event of Default under any term, condition or obligation of the Lease exists at the time of the abatement provided below, for the initial sixteen (16) month period following the Remaining Premises Rent Commencement Date (the "Abatement Period"), fifty percent (50%) of each of Tenant's monthly installments of Base Rent for the Remaining Premises shall be abated as each such installment becomes due during the Abatement Period (collectively, the "Abated Base Rent"). The principal amount of the Abated Base Rent, together with interest thereon calculated at the interest rate of eighteen percent (18%) per annum, compounded monthly, or the highest permissible rate under applicable usury law, whichever is less, shall be amortized evenly over the Second Amendment Extension Term. So long as no uncured Event of Default occurs under the Lease, then upon Landlord's receipt of the final monthly installment of Rent, Tenant shall have no liability to Landlord for the repayment of any portion of the Abated Base Rent. In the event of an uncured Event of Default, then in addition to all of Landlord's other remedies available under the Lease, Tenant shall also become immediately liable to Landlord for the unamortized portion of the Abated Base Rent existing as of the date of such uncured Event of Default, and interest shall accrue thereon at the interest rate set forth above.

7. Tenant Improvements. Tenant shall accept the Remaining Premises in its "as-is" condition as of the Remaining Premises Rent Commencement Date. Notwithstanding the foregoing, Landlord shall construct the Tenant Improvements (as defined below) in the Remaining Premises as set forth in the Landlord Work Letter attached hereto as Exhibit B.

8. Refurbishment Allowance.

a. Provided that (i) Tenant continues to lease and occupy at least 14,656 rentable square feet in the Building, and (ii) Tenant has not committed an uncured Event of Default under the Lease, effective upon the first day of the sixty-ninth (69th) month of the Second Amendment Extension Term, Landlord agrees to provide Tenant with a refurbishment allowance of up to \$73,280.00 (the "Allowance"), according to the terms and conditions set forth in this Section 8, to design, engineer, install, supply and otherwise to construct, subject to Article IV, Section 7 of the Original Lease, as amended, and Landlord's prior written approval, refurbishment improvements in the Remaining Premises that, when completed, will become a part of the Building (the "Refurbishment Improvements"). In the event that the Allowance is not used for Refurbishment Improvements prior to the last day of the seventy-eighth (78th) month of the Second Amendment Extension Term, then such unused amount shall be retained by Landlord.

b. Subject to Article IV, Section 7 of the Original Lease, as amended, Tenant may elect to perform the Refurbishment Improvements, or have Landlord perform same. If Landlord performs the Refurbishment Improvements, then Landlord shall charge Tenant a construction management fee equal to five percent (5%) of the cost of the Refurbishment Improvements. In the event that the cost of the Refurbishment Improvements exceeds the Allowance amount, Tenant shall be fully responsible for the payment upon demand of all such excess costs in connection with the Refurbishment Improvements. Any plans and specifications for the Refurbishment Improvements shall be subject to Landlord's prior written approval.

c. After the Allowance has been expended by Landlord, the principal amount of the Allowance, together with interest thereon calculated at the rate of fifteen percent (15%) per annum, compounded monthly, shall be amortized evenly over the Second Amendment Extension Term, and so long as Tenant does not commit an Event of Default in its obligations under the Lease, and fail to cure such event of Default within the applicable period of cure, if any, provided under the Lease, then the balance of the Allowance shall be reduced each month by the principal amount amortized each month, and upon Landlord's receipt of the final payment of rent due during the Second Amendment Extension Term, Tenant shall have no liability to Landlord for the repayment of any portion of the Allowance or the interest that accrued and was amortized over the Second Amendment Extension Term. In the event of an uncured Default by Tenant under

the Lease, then in addition to all of Landlord's other remedies available under the Lease, Tenant shall also be liable to Landlord for the remaining, unamortized principal balance of the Allowance remaining as of the date of such Default, and interest shall accrue at the interest rate of fifteen percent (15%) per annum, compounded monthly, or the highest permissible rate under applicable usury law, whichever is less. Provided, however, that if Landlord elects to exercise its rights under the Lease to accelerate the entire amount of all Rent and other charges due from Tenant for the balance of the Second Amendment Extension Term, and Landlord obtains a judgment for, or is paid by Tenant, the entire amount of such accelerated sum, then such judgment for or payment of such accelerated sum shall preclude a separate recovery by Landlord under the foregoing terms of this Section of the unamortized balance of the Allowance and any interest thereon.

9. Expense Base Factor. Commencing upon January 1, 2018,

a. Article IV, Sections 4(A)(1) and 4(A)(2) of the Original Lease, as amended, shall be further amended and restated as follows:

“(1) ‘Expense Base Factor’ shall mean the Expenses for the calendar year 2018.

(2) ‘Comparative Year’ shall mean the Expenses for the calendar year 2019, and each subsequent year.”; and

b. The second sentence of Article IV, Section 4(B)(1) of the Original Lease, as amended, shall be amended and restated as follows:

“. . . The above notwithstanding, for purposes of calculating Tenant's payment of excess Expenses, total annual increases in ‘Controllable Expenses’ (as defined below) for calendar years 2018 and thereafter shall be limited to no more than five percent (5%) annually on a cumulative compound basis over the actual Controllable Expenses for calendar year 2018. . . .”

10. Tenant's Percentage. Commencing upon the Remaining Premises Rent Commencement Date, Article II(JJ) of the Original Lease, as amended, shall be further amended to provide that the term “Tenant's Percentage” shall mean 4.12%; so long as Tenant vacates and surrenders the Surrender Premises to Landlord by the Surrender Date; otherwise Tenant's Percentage shall also include an additional 1.40% until such time as Tenant vacates and surrenders the Surrender Premises to Landlord in the condition required by this Second Amendment.

11. Parking. Commencing upon the Second Amendment Effective Date, Article IV, Section 32(A) of the Original Lease, as amended, is hereby amended and restated as follows:

“(A) Landlord shall provide Tenant fifty-eight (58) unreserved and unassigned parking spaces within the Garage in locations on a first come, first served basis (the “Allocated Parking”), solely for use by Tenant and Tenant's employees, without charge, throughout the Term. In addition to the Allocated Parking, Landlord shall provide to Tenant five (5) reserved parking spaces in the Garage in locations as determined by Landlord, for which Tenant shall pay the Basic Parking Charges which are currently \$50.00 per parking space, per month, plus applicable sales tax.”

12. Extension Option. Tenant shall have the following option to extend the Term of the Lease:

a. So long as the Lease is in full force and effect; no uncured Event of Default by Tenant under the Lease has occurred during the twelve (12) month period prior to Landlord's receipt of the Extension Notice (as such term is defined below); and no uncured Event of Default exists, either at the time of the exercise of the option set forth herein or at the commencement of the Extension Term set forth herein, Tenant is hereby granted the option to extend the Term of the Lease (the "Extension Option") for two (2) periods of five (5) additional years each (each, an "Extension Term"), with the first Extension Term (the "First Extension Term") to commence at the expiration of the Second Amendment Renewal Term and the second Extension Term (the "Second Extension Term") to commence at the expiration of the First Extension Option. The Extension Option shall be subject and subordinate to any right of expansion, offer or refusal in existence as of the date the Lease is entered into by Landlord in favor of any other tenant in the Building which would permit such other tenant to acquire an interest in the Premises after the expiration of the Term of the Lease. The extension of the Lease shall be upon the same terms and conditions of the Lease, except: (i) the Base Rent applicable during the Extension Term shall be determined as set forth below; (ii) Tenant shall not have the right to assign its extension rights to any subtenant of the Premises or assignee of the Lease, nor may any such subtenant or assignee exercise or enjoy the benefit of the Extension Options; (iii) Tenant shall have no option to extend the Lease beyond the expiration of the Second Extension Term; and (iv) the leasehold improvements will be provided in their then existing condition at the time the Extension Term commences.

b. If Tenant intends to exercise the First Extension Option, Tenant shall provide Landlord with written notice, in accordance with the Notices provision of the Lease (the "Extension Notice"), of such intention at least twelve (12) months, but no earlier than eighteen (18) months, prior to the expiration of the Second Amendment Extension Term. If, for whatever reason, Tenant does not forward the Extension Notice to Landlord, in accordance with the terms of this paragraph, that Tenant intends to exercise the First Extension Option, then the Extension Options set forth herein shall expire, and Tenant shall not thereafter have any right to exercise either of the Extension Options or otherwise acquire an interest in the Premises after the expiration of the initial Term of the Lease. In the event that Tenant exercises the First Extension Option, and Tenant intends to exercise the Second Extension Option, Tenant shall provide Landlord with Extension Notice of such intention at least twelve (12) months, but no earlier than eighteen (18) months, prior to the expiration of the First Extension Term. If, for whatever reason, after exercising the First Extension Option, Tenant does not forward Extension Notice to Landlord that Tenant intends to exercise the Second Extension Option, then the Second Extension Option shall expire, and Tenant shall not thereafter have any right to exercise the Second Extension Option or otherwise acquire an interest in the Premises after the expiration of the First Extension Term.

c. Within thirty (30) days after Landlord's receipt of an Extension Notice from Tenant, Landlord shall provide Tenant with written notice (the "Rent Notice") of the Base Rent that will be applicable during the Extension Term to which such Extension Notice applies, and the Base Year that will be used during such Extension Term (collectively, the "Extension Term Rent"). The Extension Term Rent shall be determined by Landlord, and shall consist of Landlord's good faith determination of the market rental rate for the Premises as of the commencement of the applicable Extension Term, taking into consideration such factors as rental for comparable premises in the Building; the applicable base year; rental for comparable premises in existing buildings in the same geographical area as the Building (taking into consideration, but not limited to, use, quality, age and location of the applicable building); the rentable area of the premises being leased; the length of the pertinent rental term; the quality and creditworthiness of the tenant, and such other factors as Landlord may reasonably determine are relevant.

d. If, after review of Landlord's determination of the Extension Term Rent, Tenant accepts the Extension Term Rent set forth in the Rent Notice, and desires to exercise the Extension Option,

Tenant shall, within fifteen (15) days after Tenant's receipt of Landlord's Rent Notice, forward written notice to Landlord in accordance with the Notices provision of the Lease accepting the Extension Term Rent in Landlord's Rent Notice. Landlord shall forward to Tenant an amendment to the Lease, which Tenant shall execute within thirty (30) days after presentation by Landlord, which amendment shall reflect the extension of the Term of the Lease through the expiration of such applicable Extension Term, and the Extension Term Rent applicable to such Extension Term (including the specification of the base rent and the base year that will be applicable during such Extension Term). If, however, after Landlord presents such amendment to Tenant, Tenant fails to execute such amendment as required by the terms of this paragraph, then the Term of the Lease shall nonetheless be extended in accordance with the terms of the applicable Extension Option.

e. If, after review of Landlord's determination of the applicable Extension Term Rent, Tenant desires to exercise the Extension Option, but Tenant objects to Landlord's determination of the Extension Term Rent, then no later than fifteen (15) days after Tenant's receipt of Landlord's Rent Notice, Tenant may forward written notice to Landlord in accordance with the notices provision of the Lease that Tenant elects to proceed with the arbitration procedure set forth below (the "Arbitration Notice"). Within the fifteen (15) day period following Landlord's receipt of the Arbitration Notice (the "Negotiation Period") from Tenant, Tenant and Landlord shall negotiate in good faith to determine and mutually agree upon the applicable Extension Term Rent. If Landlord and Tenant are unable to agree upon the applicable Extension Term Rent during the Negotiation Period, which agreement would be evidenced by an amendment to the Lease executed by both Landlord and Tenant, then within five (5) days after the last day of the Negotiation Period, Tenant may, by written notice to Landlord (the "Notice of Exercise"), elect to have the Extension Term Rent determined in accordance with the arbitration procedure set forth below, which determination shall be binding on Landlord and Tenant. In the event that Tenant shall fail to deliver the Notice of Exercise on or before five (5) days after the last day of the Negotiation Period, then the applicable Extension Term Rent shall be Landlord's determination of the Extension Term Rent. In the event Tenant timely delivers the Notice of Exercise to Landlord, Landlord and Tenant shall each simultaneously present to the other party their final determinations of the Extension Term Rent (the "Final Offers") within ten (10) days after the last day of the Negotiation Period. If the lower of the Final Offers is at least ninety percent (90%) of the higher of the Final Offers, then the Extension Term Rent shall be determined by averaging the Final Offers. If the lower of the Final Offers is less than ninety percent (90%) of the higher of the Final Offers, then the Extension Term Rent shall be determined by arbitration, in accordance with the procedure set forth below.

f. Arbitration shall follow the following procedures:

- i. Within ten (10) days after Landlord's receipt of Tenant's Notice of Exercise, Tenant and Landlord shall each select an arbitrator ("Tenant's Arbitrator" and "Landlord's Arbitrator", respectively) who shall be a qualified and impartial person licensed in the state where the Building is located as a commercial real estate broker with at least five (5) years of brokerage experience in the market where the Building is located.
- ii. Landlord's Arbitrator and Tenant's Arbitrator shall name a third arbitrator, similarly qualified, within ten (10) days after the appointment of Landlord's Arbitrator and Tenant's Arbitrator.
- iii. The third arbitrator shall, after due consideration of the factors to be taken into account under the definition of Extension Term Rent set forth above, and hearing whatever evidence the arbitrator deems appropriate from Landlord, Tenant and others, and obtaining any other information the arbitrator deems necessary, in good faith, make its own determination of the

Extension Term Rent for the Premises as of the commencement of the Extension Term (the “Arbitrator’s Initial Determination”) and thereafter select either Landlord’s Final Offer or the Tenant’s Final Offer, but no other, whichever is closest to the Arbitrator’s Initial Determination (the “Final Determination”), such determination to be made within twenty (20) days after the appointment of the third arbitrator. The Arbitrator’s Initial Determination, Final Determination and the market information upon which such determinations are based shall be in writing and counterparts thereof shall be delivered to Landlord and Tenant within such twenty (20) day period. The arbitrator shall have no right or ability to determine the Extension Term Rent in any other manner. The Final Determination shall be binding upon the parties hereto.

- iv. Landlord and Tenant shall each pay the costs and fees of their respective arbitrators. The actual reasonable costs and fees of the third arbitrator shall be paid by Landlord if the Final Determination shall be Tenant’s Final Offer or by Tenant if the Final Determination shall be Landlord’s Final Offer.
- v. If Tenant fails to appoint Tenant’s Arbitrator in the manner and within the time specified above, then the Extension Term Rent shall be the rent contained in the Landlord’s Final Offer. If Landlord fails to appoint Landlord’s Arbitrator in the manner and within the time specified above, then the Extension Term Rent shall be the rent contained in the Tenant’s Final Offer.

g. The parties expressly agree that the Extension Options granted to Tenant herein shall be “personal” to Tenant. The Extension Options may only be exercised by Tenant; the Extension Options may not be exercised by any assignee or subtenant of Tenant; and they may not be exercised by Tenant if Tenant is, at the time that an Extension Notice is provided by Tenant to Landlord, negotiating with Landlord or a potential assignee or subtenant to either assign the Tenant’s interest under the Lease or to sublet all or a portion of the Premises.

13. Deleted Provision. Commencing upon the Second Amendment Effective Date, Article IV, Section 1(C) of the Original Lease, and Section 8(b) of the First Amendment, Section 8(d) of the First Amendment, and Section 10 of the First Amendment, are each null, void, deleted, and of no further force and effect.

14. Notices. Commencing upon the Second Amendment Effective Date, Article IV, Section 24 of the Original Lease, as amended, is hereby further amended to provide that Landlord’s addresses for Notices under the Lease are as follows:

Cousins OOC Owner LLC  
c/o Cousins Properties LP  
3344 Peachtree Road NE  
Suite 1800  
Atlanta, GA 30326  
Attn: Corporate Secretary

with a copy to:

Cousins OOC Owner LLC  
390 North Orange Avenue  
Suite 1550  
Orlando, FL 32801

15. Rent Payment Address. Commencing upon the Second Amendment Effective Date, Article IV, Section 2(A) of the Lease is hereby amended to provide that all payments, including but not limited to, Rent, due from Tenant to Landlord under the Lease shall be as follows:

If by check, mail to:

Cousins OOC Owner LLC  
c/o Cousins Properties LP  
P.O. Box 198561  
Atlanta, Georgia 30384-8561

Or courier to:

BOA Lockbox Services - Cousins OOC Owner LLC  
Lockbox # 198561  
Phoenix Business Park  
1669 Phoenix Parkway, Suite 210  
College Park, GA 30349

If by wire transfer or ACH:

Account # 898007285412  
ACH Routing Number: 111000012  
Wire Routing Number: 026009593  
Swift Code (International Wires): BOFAUS3N  
Wire Bank Address: Charlotte, NC  
Wire Bank Name: Bank of America

16. Brokerage. Tenant represents and warrants that it has neither consulted nor negotiated with any brokers or finders with respect to the Premises and this Second Amendment except (i) Cresa Orlando, representing Tenant, and (ii) Jones Lang LaSalle Brokerage Services, Inc. and Cousins Realty Services, LLC, representing Landlord. Landlord shall pay only any commissions or fees that are payable to the above named brokers or finders with respect to this Second Amendment pursuant to Landlord's separate agreement with such brokers or finders. Tenant shall indemnify and hold Landlord harmless from any and all damages resulting from claims that may be asserted against Landlord by any other broker, finder or other person (including, without limitation, any substitute or replacement broker claiming to have been engaged by Tenant in the future), claiming to have dealt with Tenant in connection with this Second Amendment or any amendment or extension hereto, or which may result in Tenant leasing other or enlarged space from Landlord. The provisions of this Section shall survive the termination of the Lease.

17. Ratification. The Lease remains in full force and effect except as expressly modified by this Second Amendment and is ratified and confirmed. If there is a conflict between the terms of the Lease and this Second Amendment, the terms of this Second Amendment shall control. Tenant further acknowledges that it has no claims, counterclaims, defenses or setoffs against Landlord, Landlord's managing member or Landlord's property manager arising in connection with the Lease or Tenant's occupancy of the Premises,



including, without limitation, in connection with any amounts paid by Tenant to Landlord, throughout the Term of the Lease, for Tenant's share of expenses associated with the management and operation of the property.

**[Signatures appear on the following page.]**

IN WITNESS WHEREOF, Landlord and Tenant have executed this Second Amendment to be effective as of the Second Amendment Effective Date.

WITNESSES

Lorna Dusti

Printed Name: Lorna Dusti

Sharon D Blake

Printed Name: Sharon D Blake

“TENANT”

ENTERPRISE FLORIDA, INC., a Florida not-for-profit corporation

By: Scott Fennell

Name: Scott Fennell

Title: Chief Operating Officer

WITNESSES

DeLene E Gaskins

Printed Name: DeLene E Gaskins

Elise Matulis

Printed Name: Elise Matulis

“LANDLORD”

COUSINS OOC OWNER LLC, a Delaware limited liability company

By: C. R. Shipley Hall

C. R. Shipley Hall  
Senior Vice President and Managing Director

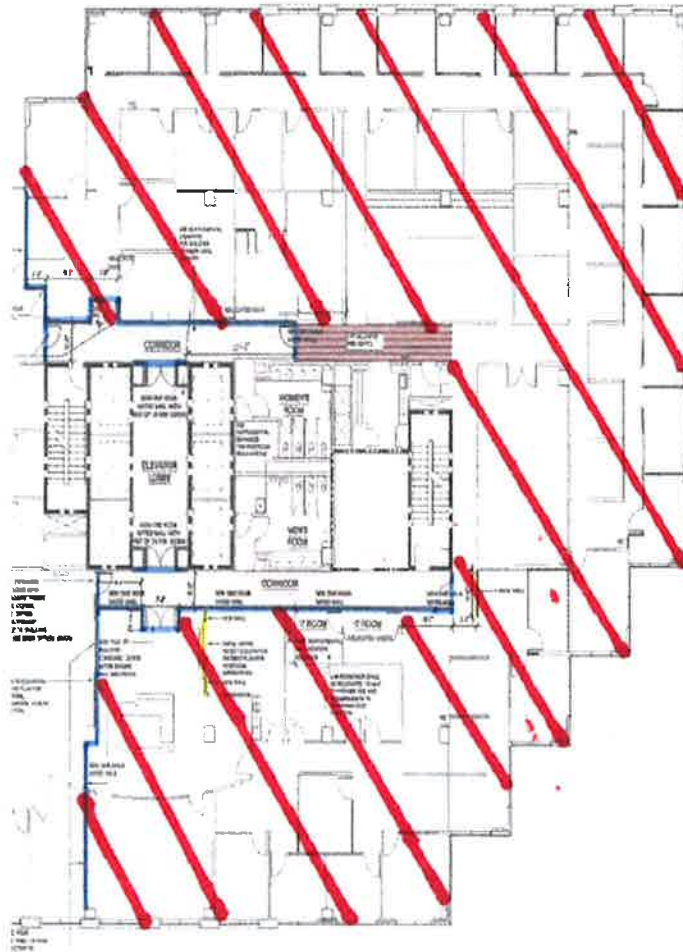
**EXHIBIT A**

**SURRENDER PREMISES**



**EXHIBIT A-1**

**REMAINING PREMISES**



## EXHIBIT B

### LANDLORD WORK LETTER

1. The following terms used in this Exhibit "B" have the following meanings:
  - (a) Building Standard(s): Equipment and finishes standard(s) established by the Landlord and defined in the current edition of the Building Standards Manual (Tenant's Design Criteria).
  - (b) Tenant Handbook: The current edition of the documents providing certain criteria for leasehold improvements, including Building Standards Manual, and the Rules of the Site.
  - (c) Rules of the Site: The current edition of the Landlord's Rules of the Site for the Tenant Improvements, describing requirements and procedures for all construction and other installation work which may from time to time take place in the Building.
  - (d) Plans: The Landlord and Tenant approved plans and specifications that detail the leasehold improvements and finishes to and in the Remaining Premises which shall be prepared according to the procedures set forth in Section 3 below.
  - (e) Tenant Improvements: The leasehold improvements and finishes to and in the Remaining Premises that are provided on the Plans. The Tenant Improvements, unless expressly indicated herein as Tenant's cost, are at Landlord's sole cost and expense. Landlord shall contract with the contractor to construct the Tenant Improvements. Tenant improvements include new paint and carpet throughout, new flooring, any demising costs, doors, lighting, electrical, sprinkler systems, ceilings, millwork, plumbing, space planning, construction document preparation, construction management fees, associated with the plan. Landlord will be responsible for repairing all latent defects found in the space. Except as set forth in this Landlord Work Letter, Tenant will not be responsible for coming out of pocket for Tenant Improvements.
  - (f) Design and Construction Schedule: The critical design and construction dates set forth on Exhibit "B-1" to the Second Amendment, which is incorporated by reference herein.
2. Base Building Condition. The Remaining Premises are being delivered to Tenant in their "as is" condition as of the date required pursuant to the Second Amendment, except as outlined above in Paragraph 1 (e). Tenant acknowledges and agrees that, except as expressly set forth herein, neither Landlord nor its representatives have made any representations, warranties or inducements to Tenant with respect to the current condition of the Remaining Premises or the improvements therein. The Remaining Premises will be constructed in accordance with the provisions hereof.
3. Plans and Specifications.
  - (a) On or before the date set forth in the Design and Construction Schedule, Landlord shall contract with a Designer/Architect from Landlord's list of approved Designer/Architects (which list is in the Rules of the Site) to provide design services as specified below. The services of the Designer/Architect shall include the following minimum services:
    - (1) Schematic partition plans and layout based on Tenant's requirements.

(2) Complete and detailed architectural drawings and specifications for Tenant's partition layout, reflected ceiling and other installations for the Tenant Improvements to be performed by Landlord, which will be prepared by the architect noted above.

(3) Complete engineered construction drawings and specifications where necessary for installation of heating and air conditioning, electrical, plumbing, fire protection and security systems and other drawings necessary to define the scope of the Tenant Improvements to be performed by Landlord, which will be prepared by Landlord's engineer.

(4) Any subsequent modifications to the drawings and specifications requested by Tenant.

All such plans and specifications are expressly subject to Landlord's approval. Tenant covenants and agrees to approve said plans and specifications on or before the date set forth on the Design and Construction Schedule. On or before the date set forth in the Design and Construction Schedule, Landlord will cause the Plans to be filed with the appropriate governmental agencies in such form (building notice, alteration or other form) as Landlord may direct.

4. Approval of Subcontractors; Cost Estimate. Landlord reserves the right to restrict the list of subcontractors who may carry out the Tenant Improvements related to critical Building systems. Prior to commencing the Tenant Improvements, Landlord or Landlord's representative will submit to Tenant written estimates of the cost of the Tenant Improvements. If Tenant fails to approve any such estimate on or before the date set forth on the Design and Construction Schedule, the same will be deemed disapproved in all respects by Tenant and Landlord will not be authorized to proceed thereon.

5. Tenant's Payment Obligation. In the event of any change in the Tenant Improvements, which increases the cost thereof, Tenant shall pay to Landlord the amount of the increase in cost upon demand prior to the implementation of such change. Promptly following the completion of the Tenant Improvements, Landlord shall provide to Tenant a written statement of the total cost of such Tenant Improvements (including the fee for program management).

6. Costs of Delays. If (a) Tenant fails to comply with the deadlines set forth in the Design and Construction Schedule, or (b) Landlord is delayed in substantially completing Landlord's construction as a result of:

- (i) Tenant's request for materials, finishes or installations other than Landlord's standard;
- or
- (ii) Tenant's failure to approve cost estimates; or
  - (iii) Tenant's changes in said plans or specifications; or
  - (iv) The performance of the Tenant Improvements by a person or entity employed by Tenant and delays in the completion of the Tenant Improvements by said person or entity

then Tenant agrees to pay to Landlord, in addition to any sum due under **Paragraph 5** above, a sum equal to any additional cost to Landlord in completing Landlord's construction resulting from any of the foregoing failures, acts or omissions of Tenant. Any such sums will be in addition to any sums payable pursuant to **Paragraph 5** hereof and may be collected by Landlord as additional rent from time to time, upon demand, and in default of payment thereof, Landlord will (in addition to all other remedies) have the same rights as in the

event of default of payment of Base Rent.

7. Approvals by Landlord. Any approval by Landlord or consent by Landlord to any plans, specifications or other items to be submitted to and/or reviewed by Landlord pursuant to this Landlord Work Letter will be deemed to be strictly limited to an acknowledgment of approval or consent by Landlord thereto and, whether or not the Tenant Improvements is performed by Landlord or by Tenant's contractor, such approval or consent will not constitute the assumption by Landlord of any responsibility for the accuracy, sufficiency or feasibility of any plans, specifications or other such items and will not imply any acknowledgment, representation or warranty by Landlord that the design is safe, feasible, structurally sound or will comply with any legal or governmental requirements, and Tenant will be responsible for all of the same.

9. Substantial Completion. In any dispute as to when Landlord's construction has been substantially completed as aforesaid, the determination of Landlord's architect or designer will be final and binding upon the parties.

10. ADA Compliance. The Plans and Tenant Improvements shall comply with the ADA; provided, however, Landlord shall not be responsible for determining whether Tenant is a public accommodation under the ADA.

11. Telecommunications Services. Tenant will be solely responsible at Tenant's expense for making arrangements for any and all voice, data and other telecommunications services (the "Telecommunications Services") to be furnished to the Remaining Premises by a third party provider ("Provider"); provided, however, (i) any such Provider selected by Tenant must first be approved in writing by Landlord, which approval will not be unreasonably withheld or delayed, and when considering any such request for approval of a Provider, Landlord will be entitled to take into account all factors relevant to such determination, including the financial capability, reputation and quality of such Provider, (ii) such Provider will be required to maintain workers' compensation insurance as required by applicable law and commercial general liability insurance in an amount not less than \$2,000,000.00 per occurrence with an annual aggregate limit of not less than \$5,000,000.00 insuring against bodily injury and property damage caused by activities of the Provider or its agents, contractors or employees in connection with the installation, maintenance, repair and replacement of equipment, conduits, wires and other telecommunications facilities within the Project, and (iii) access by the Provider to the Project and use of the Building equipment rooms and risers by the Provider and the installation, operation and maintenance by the Provider of such telecommunications facilities will be governed by the terms of Landlord's standard communications site access agreement which must be executed by the Provider and Landlord prior to the Provider's entry upon the Project. Tenant will not extend Telecommunications Services to, or otherwise make its telecommunications facilities available to, other tenants or occupants of the Project without Landlord's prior written consent. Tenant acknowledges that Provider's failure to comply with its obligations under the communications site access agreement between Provider and Landlord may result in the termination of such agreement which will necessitate Tenant making arrangements for Telecommunications Services to be furnished to the Remaining Premises by another Provider in accordance with this **Paragraph 11**; provided, however, Landlord agrees that Landlord will not terminate the communications site access agreement with the Provider furnishing Telecommunications Services to the Remaining Premises as a result of the default by the Provider thereunder unless Landlord has provided written notice to Tenant of the Provider's default under such agreement at least ten (10) days prior to the termination by Landlord of such agreement, and Landlord will not require such Provider to remove its equipment, wires and cables from the Project for a period of thirty (30) days after the date of termination of such agreement so as to provide Tenant with sufficient time to arrange for Telecommunications Services to be furnished to the Remaining Premises by another Provider. Landlord will not be liable to Tenant for, and Tenant does hereby release Landlord and Landlord's officers, directors, partners, members, employees, agents and contractors (collectively, the "Landlord Parties") from, any claims, losses, costs, expenses and damages of any kind

whatsoever, whether actual, consequential, direct or indirect, arising from or caused by any interruption or cessation of Telecommunications Services to or within the Remaining Premises and the Project, regardless of the cause of such interruption or cessation, and no such interruption or cessation will work an abatement of Rent under the Lease. Tenant acknowledges that Tenant may elect to obtain and maintain business interruption insurance to cover any risk of loss or damage caused by any interruption or cessation of Telecommunications Services to or within the Remaining Premises and the Project, and Tenant agrees that if Tenant elects to obtain business interruption insurance covering any such loss or damage, Tenant will cause its insurer to waive all rights of subrogation against Landlord as provided in the Lease. As between Tenant and the Landlord Parties, Tenant will bear the sole risk of loss or damage caused by any interruption or cessation of Telecommunications Services to or within the Remaining Premises and the Project. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TENANT WAIVES ALL CLAIMS AGAINST LANDLORD AND THE LANDLORD PARTIES ARISING, OR ALLEGED TO ARISE, IN CONNECTION WITH TELECOMMUNICATION SERVICES. TENANT ACKNOWLEDGES AND AGREES THAT ITS RELEASE OBLIGATIONS HEREUNDER COVER AND RELATE TO, WITHOUT LIMITATION, ANY NEGLIGENT ACTION OR OMISSION OF LANDLORD OR THE LANDLORD PARTIES.**

12. In-Occupancy Build-Out. Tenant acknowledges that it will be occupying the Premises during construction of the Tenant Improvements and agrees to not interfere with the contractor or delay construction work on the Tenant Improvements. Tenant further agrees that no action of Landlord or the contractor in constructing the Tenant Improvements shall give to Tenant any right to modify the Lease either as to Term, Rent payables or other obligations to be performed by Tenant under the Lease. Notwithstanding the foregoing, Tenant acknowledges and agrees that, at Landlord's discretion, some of the work associated with the Tenant Improvements may be conducted Monday through Friday during normal working hours while some of the work may also be conducted after normal working hours and on Saturdays and Sundays. Landlord agrees to use commercially reasonable efforts to notify Tenant in writing, at least twenty-four (24) hours prior to when contractors are working in the space, whether during working hours or after. Construction times pursuant to the construction schedule shall collectively be deemed the "Work Period". Tenant agrees that (i) none of its employees, agents, or invitees shall be present at any time in the Restricted Area (as hereinafter defined) or present during the Work Period in the portion of the Premises (in which the Tenant Improvements are then being constructed (the "Work Area"), and (ii) Tenant will inform its employees, agents, and invitees regarding the prohibition of entrance into the Restricted Area at any time, and Work Area during the Work Period. In addition to the foregoing, Tenant acknowledges and agrees that certain areas within the Work Area may be cordoned off and totally unavailable for access by Tenant, its employees, agents, and invitees during the Work Period and at all times other than the Work Period (the "Restricted Area") until Tenant is informed by Landlord that the area is safe for occupancy. Tenant agrees to indemnify, defend, and hold Landlord harmless from and against any suits, claims, damages, costs, expenses and liabilities asserted against or incurred by Landlord or the property as a result of Tenant's acts, errors, or omissions while occupying the Premises during construction of the Tenant Improvements. In no event shall Landlord be liable to Tenant for any damages for lost profits, lost business opportunities, loss of use or equipment, down time, and loss of or corruption to data arising out of or relating to the construction of the Tenant Improvements regardless of the legal theory under which such damages are sought, and even if Landlord has been advised of the possibility of such damages or loss.



## EXHIBIT B-1

### DESIGN AND CONSTRUCTION SCHEDULE

