

Metropolitan Transportation Planning Organization Board
c/o Anoch Whitfield

RE: Proposed Lease (“Lease”) for Metropolitan Transportation Planning Organization and/or assigns (“Tenant”) to lease 3,145 square feet located at 408 West University Avenue, Suite 501 & 502, Gainesville, FL 32601

Dear Ms. Whitfield:

Per our conversations, please see the below Terms and Conditions for a proposed Ten (10) year lease at 408 West University Avenue, Suite 501 & 502, Gainesville, FL 32601.

This proposal sets out the proposed terms for a lease agreement (the “Lease”) between Metropolitan Transportation Planning Organization and or assigns (“Tenant”) and Gainesville Historic Properties, LLC (“Landlord”) for that certain Premises described below. Landlord will prepare the draft Lease and the parties will work toward a mutually-agreeable Lease upon the following terms:

1. **Premises:** Space consisting of approximately 3,145 rentable square feet designated as Suite 501 & 502 (the “Premises”). The boundaries and location of the Premises are more particularly shown on the floor plan attached hereto as Exhibit A.

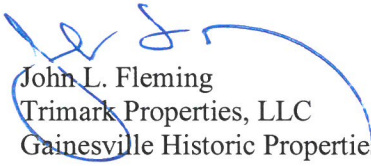
Landlord shall provide access to and from the Premises and non-exclusive use of all common areas of the Property (the “Common Areas”).
2. **Term:** Ten (10) years from Rent Commencement Date (defined below).
3. **Renewal Terms:** Tenant shall have one (1) option to renew the Term for 5 years. Tenant may exercise the renewal options with written notice to Landlord no later than six (6) months prior to the expiration date of the then current Term.
4. **Lease Commencement Date:** The execution of the Lease.
5. **Rent Commencement Date:** Thirty (30) days after possession Date.
6. **Possession Date:** The delivery of the premises with Landlord work sufficiently completed.
7. **Base Rent:** \$28.00/SF Modified Gross
8. **Security Deposit:** Seven thousand five hundred dollars (\$7,500.00).

9. **Permitted Use:** Any lawful use not in violation of any existing exclusives or restrictions for the Property as of the execution of the Lease.
10. **Landlord Work:** Landlord shall deliver the Premises substantially as outlined in Exhibit A.
11. **Tenant Improvements:** At the Lease expiration, Tenant shall deliver the Premises, including the Tenant improvements to Landlord in their "as is" condition, without representation or warranty and Tenant shall have no restoration or removal obligations, except for any damage caused by Tenant's removal of its property.
12. **Improvement Allowance:** None.
13. **Utilities and Services:** Landlord shall provide the following services to the Premises: Potable water and sanitary sewer.
14. **Repairs and Maintenance:** Landlord shall keep and maintain the Property in a good, clean and safe condition and repair in a manner consistent with the operation of other comparable properties in the market in which the Property is located, including the roofs, exterior walls, structural walls, foundations, exterior doors, windows and structural components and portions thereof, and all HVAC, mechanical, electrical, plumbing and life safety systems therein and in compliance with applicable laws.
- Except as provided above, Tenant shall keep and maintain the Premises in a good, clean and safe condition and repair.
15. **Relocation:** Landlord agrees to waive any right to relocate Tenant at any time during the Term.
16. **Assignment/ Subletting:** Tenant shall have the right to sublet, with the prior written consent of or notice to Landlord, to permitted transferees as further addressed in the Lease. Tenant will have the right to assign the Lease to any unrelated entity with Landlord's prior written consent, which will not be unreasonably withheld, conditioned or delayed.
17. **Landlord Representations:** Landlord shall provide standard representations and warranties to Tenant, as further addressed in the Lease, including a representation that Landlord is not restricted from doing business under laws and regulations of the Office of Foreign Asset control, and that Landlord's activities do not violate applicable laws relating to money laundering.
18. **Confidentiality:** The parties shall agree that the proposed terms of this Term Sheet shall be kept confidential until the Lease has been fully executed and delivered by both parties.
- The Lease shall prohibit any disclosures or publicity regarding the existence of the Lease prior to the date Tenant commences business operations without Tenant's consent.
- Landlord shall agree to exercise reasonable efforts to protect the privacy and confidentiality of any files, records, and equipment (including computers and data storage hardware) left by Tenant upon the expiration or termination of the Lease, and Landlord shall give Tenant a reasonable period to collect such files, records, and

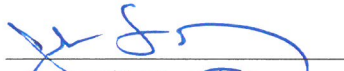
equipment.

This proposal is not intended to create any legal rights or obligations between the parties. Any agreement between the parties shall be subject to the full execution of a Lease Agreement.

Sincerely,


John L. Fleming
Trimark Properties, LLC
Gainesville Historic Properties, LLC

LANDLORD:

By: 
Print Name: JOHN FLEMING
Title: MANAGING MEMBER
Date: 1-27-26

TENANT:

By: _____
Print Name: _____
Title: _____
Date: _____

EXHIBIT "A"

