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COVER SHEET TO
GROUND LEASE AGREEMENT
BETWEEN CITY OF FORT LAUDERDALE ("Lessor")
AND
NEW RIVER TRADING POST LTD. ("Lessee")

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT ("Lease Agreement"), entered into on _____ 2025, between the CITY OF FORT LAUDERDALE, a municipal corporation existing under the laws of the State of Florida, referred to as "Lessor", and NEW RIVER TRADING POST LTD., a Florida limited partnership, referred to as the "Lessee".

RECITALS

WHEREAS, Lessor is the fee simple owner of the "Leased Property" (as hereinafter defined) and as more particularly described on **Exhibit A** attached to this Lease Agreement; and

WHEREAS, Lessor and Lessee's predecessor-in-interest, NEW RIVER TRADING POST DEVELOPMENT, LLC, a Florida limited liability company, entered into that certain Ground Lease dated December 24, 2003 and recorded as Instrument Number 105729860 in the Public Records of Broward County, Florida (the "Original Lease Agreement"), as amended by that certain First Amendment to Ground Lease dated December 23, 2005 and recorded as Instrument Number 105729861 in the Public Records of Broward County, Florida (the "First Amendment to Lease Original Lease Agreement"), as amended and restated in its entirety by that certain Amended and Restated Ground Lease Agreement dated of even date herewith (the "Amended and Restated Lease Agreement" and together with "First Amendment to Original Lease Agreement and the "Original Lease Agreement", and as same may hereafter be amended, modified or restated from time to time, collectively, the "Precedent Lease Agreement") as to the "Leased Property" (as hereinafter defined) and as more particularly described on **Exhibit A** attached to this Lease Agreement;

WHEREAS, the term of the Precedent Lease Agreement shall naturally expire by its terms on February 24, 2058 (the "Precedent Lease Agreement Expiration Date"); and

WHEREAS, Lessor desires to continue to lease the Leased Property to Lessee subject to the terms and conditions set forth in this additional Lease Agreement.

NOW THEREFORE, in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00), the mutual promises and covenants set forth below and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

1. RECITALS; RELATIONSHIP TO PRECEDENT LEASE AGREEMENT. The foregoing recitals are true, correct and incorporated into this Lease Agreement. Contingent upon satisfaction of the "Build Requirement" (as defined below), the parties intend this Lease Agreement and the Precedent Lease Agreement to be construed as one instrument, creating one leasehold estate, which leasehold estate commenced upon the Effective Date of the Precedent Lease Agreement and will naturally expire upon expiration of the term of this Lease Agreement. A termination of the Precedent Lease

Agreement shall result in a termination of this Lease agreement. Notwithstanding the foregoing, any termination of this Lease Agreement shall not effect or impair the leasehold estate created by the Precedent Lease Agreement unless expressly provided by the parties to the contrary in writing at the time of such termination. Lessor acknowledges that satisfaction of the Build Requirement will result in the allocation of a credit for the five (5) year reasonable construction period to the final five (5) years of the Term under this Lease Agreement.

2. DEFINITIONS. Capitalized terms used in this Lease Agreement that are not otherwise defined in this Lease Agreement shall have the meanings ascribed to such terms set forth below. Capitalized terms used in this Lease Agreement that are not defined in the following definitions shall have the meanings where first defined in this Lease Agreement.

2.1. As to each of the following definitions, use of the masculine gender shall be considered and construed to include correlative words of the feminine and neuter genders. Unless the context shall indicate otherwise, the singular shall include the plural as well as the singular number.

"Additional Rent" means any rent due and owing under the Lease Agreement in addition to Base Rent.

"Affiliate", "Affiliated" or "Affiliated Person" means, when used with reference to a specific Person: (i) any Person that, directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with the specified Person; (ii) any Person that is an officer of, partner in, member of, or trustee of, or serves in a similar capacity with respect to the specified Person or of which the specified Person is an officer, partner, member, or trustee, or with respect to which the specified Person serves in a similar capacity; (iii) any Person that, directly or indirectly, is the beneficial owner of 10% or more of any class of equity securities of, or otherwise has a substantial beneficial interest (10% or more) in the specified Person, or of which the specified Person is directly or indirectly the owner of 10% or more of any class or equity securities or other form of ownership, or in which the specified Person has a substantial beneficial interest (10% or more); or (iv) a relative or spouse of the specified Person. As used in this definition, the term "relative" shall include all relationships specified in §732.103, Florida Statutes (2003) (intestate succession) as they pertain to the Person or Person's spouse, instead of decedent (e.g. the term includes brother-in-law or father-in-law). The definition also includes any Person, who if there was a relationship between an Affiliate as defined above and that Person it would constitute a violation of § 112.313 (3) (Doing Business With One's Agency) or §112.313(7) (Conflicting Employment or Contractual Relationship).

"Amended and Restated Lease Agreement" means the Amended and Restated version of the Precedent Lease Agreement executed contemporaneously or near contemporaneously with this Lease Agreement.

"Applicable Law" means with respect to any Person, all provisions of constitutions, statutes, rules, regulations and orders of governmental bodies or regulatory agencies applicable to such Person or the Project, and all orders and decrees of all courts and arbitrators in proceedings or actions to which the Person is a party or by which it or its properties are bound.

"Approved Development Plan" shall have the meaning ascribed to such term in the Precedent Lease Agreement.

"Authorized Representative" means the Person or Persons designated and appointed from time to time as such by any party, including Lessor, any Association, the Project Lender, any Contractor, and Lessee, respectively, and that Person or Persons' successors or assigns.

"Bankruptcy Sale" means a sale of any property, or any interest in any property, under 11 U.S.C. §363 or otherwise in any bankruptcy, insolvency, or similar proceeding affecting the owner of such property.

"Bankruptcy Termination Option" means Tenant's right to treat this Lease Agreement as terminated under 11 U.S.C. §365(h) (1) (A) (i) or any comparable provision of law.

"Base Rent" means the amount of rent due to the City over each annual period from the Rental Commencement Date as adjusted as further described herein and as shown on the Rent and Payment Schedule affixed as **Exhibit B**, and payable at the beginning of each month during the applicable annual period in equal installments of one-twelve (1/12th) of the total annual rent. Florida sales tax or any other future governmental tax or fee on lease revenues are payable in addition to Base Rent.

"Bond" means a statutory payment and performance bond conforming to Chapter 255, Chapter 713, Florida Statutes, or both, as applicable, underwritten by a Surety reasonably acceptable to the Lessor and the Project Lender in an amount equal to one hundred percent (100%) of the cost of Project, including all site work and vertical construction, guaranteeing the Project Lender and the Lessor the completion of the Project including all site work and vertical construction of all of the Project as well as full payment of all suppliers, materialmen, laborers and subcontractors employed to provide services to complete the Project. The City Manager, on behalf of the Lessor, is authorized to agree in writing to certain components of the construction being deleted from the bonding requirement. If the deletion from bonding requirement is not approved by the City Manager, Lessee may seek such approval from the governing body of Lessor.

"Building" shall have the meaning ascribed to such term in the Precedent Lease Agreement.

"Building and Improvements" means the Building, all structures and other Improvements contemplated by the Project Description and required

by the Approved Development Plan for the Project, and constructed in accordance with the City Codes.

"Building Code" or "Building Codes" means the Florida Building Code (2001 Edition) as same may be amended from time to time, and other regulations and codes governing the construction of buildings and improvements within the City, including any successor to the Florida Building Code.

"Building Official" means that Person or those Persons authorized under the Building Code to issue on behalf of the City a Building Permit, Certificate of Occupancy, or Certificate of Completion, temporary, partial or final.

"Building Permit" means for all or each part of the Project to be constructed upon the Leased Property, any permit, exclusive of an Engineering Permit, but including foundation only permits, issued by the Building Official pursuant to the Building Code.

"Build Requirement" means completion of Redevelopment Project during the term of the Precedent Lease as evidenced by issuance of a final Certificate of Occupancy (or its equivalent) for the New Building and regardless of whether such Certificate of Occupancy is issued prior to expiration of the Redevelopment Option Period.

"Certificate of Completion" means the certificate of completion issued by a Building Official pursuant to the Building Code.

"Certificate of Occupancy" means the final, temporary or partial certificate of occupancy issued by a Building Official pursuant to the Building Code.

"City" means the City of Fort Lauderdale, a municipal corporation created under the laws of the State of Florida.

"City Code" or "Code" means the Code of Ordinances of the City as may be amended from time to time. City Code includes the ULDR. The term also includes the Building Code which the City administers and enforces.

"City Commission" means the governing body of Lessor, by whatever name known or however constituted from time to time.

"City Engineer" means the person designated by the City as its chief administrative officer in charge of the City's Engineering Division and the issuance of Engineering Permits.

"City Manager" means the Chief Executive Officer of the City or his/her designee. The term shall at all times include, without limitation, Deputy City Manager(s) and Assistant City Manager(s), and that person formally designated to act for or in the absence of the City Manager.

"Commercial Condominium" means a "condominium" (as defined in Section 718.103, Florida Statutes), and the use for which the units are intended is primarily commercial, hotel, rental, office, retail or other business purpose.

"Contractor" means one or more Persons constituting a general contractor or major subcontractor properly licensed by the State of Florida, or other appropriate jurisdiction to the extent required by Applicable Law, authorized to perform construction contractor services in the State of Florida, registered with the City as required by Applicable Law, and bonded and insured to the extent required by Applicable Law.

"Control" means with respect to a specified person or entity, (a) the ownership, control or power to vote more than fifty percent (50.00%) of (i) the outstanding shares of any class of voting securities or (ii) beneficial interests, of any such person or entity, as the case may be, or (b) the power to exercise direct control over the management or policies of such person or entity. For clarity, (x) a Person shall not be deemed to "Control" if such Person retains the right to approve certain "major decisions" of such Person and (y) a Person shall not be deemed to lack "Control" even though certain decisions may be subject to customary "major decision" consent or approval rights in favor of another Person.

"County" means Broward County, Florida, a political subdivision of the State of Florida.

"Department" means the City's construction services department or such department or such department which has responsibility for the administration of the planning and zoning requirements of the City and the issuance of development permits, as designated by the City Manager.

"Development Permit" means a Development Permit as defined in Section 47-35 of the ULDR.

"Early Termination Event" means (1) termination of the Precedent Lease Agreement prior to its February 24, 2058 expiration (subject to the terms of Section 10 of the Precedent Lease), or (2) termination of the Redevelopment Option under Section 3.1.8 of the Precedent Lease; or (3) failure to satisfy the Build Requirement.

"Engineering Permit" means a permit issued by the City Engineer or his Authorized Representative authorizing a Contractor to perform work in the City public-right-of-way or on Public Property owned or controlled by the City.

"Exhibit" means each of those agreements, appendices, diagrams, drawings, forms of instruments, instructions, schedules, sketches, specifications and other documents attached to this Lease Agreement or any other document contemplated by this Lease Agreement and designated as such.

"Expiration Date" means February 25, 2113, calculated as fifty-five (55) years after the Lease Commencement Date, and inclusive of an additional five (5) years of term in consideration of the contemplated exercise of the Redevelopment Option and satisfaction of the Build Requirement.

"Financing" means any financing obtained by Lessee which may be secured by a leasehold mortgage on the Leased Property.

"Financing Documents" mean any agreement, note, leasehold mortgage or other instrument evidencing and securing the Financing, as amended, modified, renewed, extended, replaced or restated from time to time.

"Improvements" mean all improvements, except the Building, to the Leased Property or as required outside of the Leased Property as shown on the Approved Development Plan for the Project, and include, but are not limited to, site utilities, sidewalks, pavement, parking, lighting, irrigation and landscaping and other site furnishings and amenities.

"Lease Agreement" means this Lease Agreement between Lessor and Lessee, including all attached Exhibits, as amended, modified or restated from time to time.

"Lease Commencement Date" means February 25, 2058.

"Lease Effective Date" means the date set forth on the first page of this Lease Agreement inserted manually by a duly authorized official of the City after the City has approved this Lease Agreement and all parties have executed it, which date shall be the date the last act is taken in fully executing the Lease Agreement by all parties.

"Lease Impairment" means Lessee's: (a) canceling, modifying, restating, surrendering, or terminating this Lease Agreement, including in connection with any casualty or condemnation event; (b) consenting, or failing to object, to a Bankruptcy Sale of any Premises; (c) exercising any Bankruptcy Termination Option; (d) subordinating this Lease Agreement or the leasehold estate to any other estate or interest in the Premises; or (e) waiving any term(s) of this Lease Agreement.

"Leased Property" means the Property owned by Lessor and leased to Lessee under this Lease Agreements more particularly described on **Exhibit A** included in this Lease Agreement.

"Major Alteration" means any exterior or interior addition, alteration, or change to be performed that would significantly affect the architectural style, building square footage, or structural integrity of the New Building. For the avoidance of doubt, Major Alterations shall expressly exclude (i) restoration of the Building and/or improvements following a condemnation or casualty event, and (ii) periodic improvements, alterations, replacements, repairs and maintenance to the Building and improvements provided, with respect to such actions otherwise permitted under subsection (ii) above, same do

not involve razing all of the Building and constructing improvements with a new design concept in its place, which design concept is materially different in architectural style, building square footage, or structural integrity from the Building as same exists immediately following the "Project Completion Date" (as such term is defined in the Precedent Lease Agreement").

"New Building" shall have the meaning ascribed to such term in the Precedent Lease Agreement.

"Non-Affiliated Person" means a Person who is not an Affiliate of another specified Person.

"Permanent Residence" means that place where a person has his or her true, fixed, and permanent home and principal establishment to which, whenever absent, he or she has the intention of returning. A person may have only one permanent residence at a time; and, once a permanent residence is established in a foreign state or country, it is presumed to continue until the person shows that a change has occurred.

"Permanent Resident" means a person who has established a Permanent Residence.

"Permit" means any Building Permit, Engineering Permit, zoning permit, special approval or consent governing land use and zoning, or a development order to allow the construction of the Project, or any part thereof, to commence, continue or be completed.

"Person" means any natural person, firm, partnership (general or limited), corporation, company, association, joint venture, joint stock association, estate, trust, business trust, cooperative, limited liability corporation, limited liability partnership, limited liability company or association, or body politic, including any heir, executor, administrator, trustee, receiver, successor or assignee, or other person acting in a similar representative capacity.

"Plans and Specifications" mean the plans, specifications, details and working drawings or construction documents and used by Lessee and the General Contractor to obtain Building Permits and Engineering Permits for the Project, as such plans, specifications, details and working drawings are amended, modified, or restated from time to time.

"Precedent Lease Agreement" shall mean the lease between the parties referenced in the recitals above on the property in **Exhibit A**, as amended from time to time, that expires on February 24, 2058.

"Precedent Lease Agreement Expiration Date" shall mean February 24, 2058.

"Project" means any improvements as may be constructed by the Lessee upon the Leased Property from time to time, provided such improvements and the use thereof do not violate the City Code. For the

avoidance of doubt, the Project may consist, without limitation, of any, or a combination, of the following uses: retail, residential, multi-family, office, hotel, condominium, work/live (residential) and supportive permitted accessory uses thereto.

"Project Description" means the description of the Project as it exists on the Effective Date of this Lease Agreement, as same may be modified from time to time in Lessee's sole and absolute discretion, including, but not limited to, in connection with the Project.

"Project Lender" means any Person who holds an interest in or partial assignment of a leasehold mortgage encumbering the Leased Property, whether or not such interest or partial assignment are recorded.

"Redevelopment Option Period" shall have the meaning ascribed to such term in the Precedent Lease Agreement.

"Rental Commencement Date" means the Lease Commencement Date.

"Rent and Payment Schedule" means the schedule for rental payments by Lessee to Lessor attached hereto as **Exhibit B**.

"Residential Condominium" means a "residential condominium" as defined in Section 718.103(26), Florida Statutes.

"Residential Condominium Unit" means a part of the Residential Condominium that is: (1) a Permanent Residence; (2) subject to exclusive ownership by a Permanent Resident; and (3) is eligible to serve as Permanent Residence for purposes of qualifying for the homestead exemption under Section 196.031, Florida Statutes.

"Right to Contest" means the procedure set forth in Section 26 of this Lease Agreement for challenging any lien, payment, charge, or compliance with any law, rule, regulation or other legal requirement as described therein.

"Surety" means any entity or Person licensed by and having an office in and authorized to do business in the State of Florida that is authorized to issue a Bond with at least an "A Best's Policy Holder's" rating and a Class VII Best's Financial Size Category.

"Unavoidable Delay" means the following events constituting excuse from timely performance by a party from any of its obligations under this Lease Agreement or any other document contemplated by this Lease Agreement: acts of God, acts of a public enemy, riot, insurrection, war, act of terrorism, pestilence, archaeological excavations required by law, unavailability of materials after timely ordering of same, epidemics, quarantine, restrictions, freight embargoes, fire, lightning, hurricanes, earthquakes, tornadoes, floods, extremely abnormal and excessively inclement weather (as indicated by the records of the local weather bureau for a ten (10) year period preceding the Lease

Commencement Date), exercise of the power of condemnation as to a portion of the Leased Property bearing a material relationship to the improvements to be constructed, strikes or labor disturbances, any of which shall be beyond the reasonable control of the party performing the obligation, adverse economic conditions in general for which performance may be delayed, delays due to proceedings under Chapters 73 and 74, Florida Statutes, restoration in connection with any of the foregoing or any other cause beyond the reasonable control of the party performing the obligation in question, including, without limitation, such causes as may arise from the act of the other party to this Agreement or acts of or failure to act by any governmental authority (except that acts of Lessor shall not constitute an Unavoidable Delay with respect to performance by Lessor), which such event(s) or condition(s) or any combination(s) thereof substantially frustrate on a commercially reasonable basis the performance contemplated by this Lease Agreement.

"ULDR" means the Unified Land Development Regulations of the City, as amended, renumbered, or restated from time to time. The ULDR is contained within and forms a part of the City Code.

3. LEASE. Lessor leases to Lessee, and Lessee accepts from Lessor, the Leased Property upon and subject to the terms of this Lease Agreement.

4. PERMITTED USE AND OCCUPANCY. Lessee may, in Lessee's sole discretion, alter, construct, demolish, develop, excavate, expand, reconstruct, redevelop and/or renovate the Leased Property at any time during the Term provided that such activity does not violate the City Code.

5. REPRESENTATIONS AND WARRANTIES.

5.1. Lessor. Lessor represents that it is a duly constituted municipal corporation existing under the laws of the State of Florida. There are no actions, suits or proceedings pending or threatened against Lessor or which affect Lessor or its officials of which Lessor is aware in any Court or before or by any Federal, State, County or municipal department, commission, board, bureau, agency or other governmental body which would have any material effect on Lessor's ability to observe or perform its obligations under this Lease Agreement.

5.2. Lessor's Ability. Entering into this Lease Agreement is a valid, binding and permissible activity within the power and authority of Lessor and does not violate any City Code, Charter provision, rule, resolution, ordinance, policy or agreement of Lessor or constitute a default by Lessor of any agreement or contract to which it is a party.

5.3. Authority. All steps, acts and conditions required by the Statutory Charter of Lessor and of the governing documents of Lessor to be done as a condition precedent to the execution of this Lease

Agreement have been done, and Lessor has full authority to enter into this Lease Agreement.

5.4. Title. Lessee acknowledges that Lessor has made no warranties or representations of any nature whatsoever regarding the validity of title for the Project.

5.5. "As Is" Property Condition. Lessee is leasing the Leased Property in its physically "as is" condition and Lessee acknowledges Lessor makes no representations as to its suitability for the uses or purposes provided by this Lease Agreement.

5.6. Proper Officials of Lessee. The individuals executing this Lease Agreement and related documents on behalf of Lessee are duly authorized to take such action, which action shall be, and is, binding on Lessee.

5.7. Other Agreements or Requirements of Lessee. The execution, delivery, consummation, and performance under this Lease Agreement will not violate or cause Lessee to be in default of any provisions of its governing documents or rules and regulations or any other agreement to which Lessee is a party or constitute a default thereunder or cause acceleration of any obligation of Lessee thereunder.

5.8. Lessee's Ability. Lessee represents that it is a Florida limited partnership authorized to transact business within the State of Florida and that it has the ability to undertake the obligations of this Lease Agreement. There are no actions, suits or proceedings pending or threatened against or affecting Lessee or its principals which Lessee is aware of in any Court or before or by any Federal, State, County or municipal department, commission, board, bureau, agency or other governmental body which would have any material effect on Lessee's ability to perform its obligations pursuant to this Lease Agreement. Entering into this Lease Agreement is a valid, binding and permissible activity within the power and authority of Lessee and does not violate any charter, bylaws, policies, partnership agreement or other governing documents of Lessee or constitute a default by Lessee of any agreement or contract to which it is a party.

5.9. Compliance. Lessee shall comply with all laws, ordinances, regulations and orders of Federal, State, County and Municipal authorities pertaining to the Leased Property, and the construction and operation of the Project or both. Lessee covenants and agrees that there will be no discrimination as to race, color, creed or national origin in the construction and operation of the Project.

6. POSSESSION. The parties acknowledge that Lessee is currently in possession of the Leased Premises under the Precedent Lease Agreement. Following the expiration of the Precedent Lease Agreement, Lessee shall without any gap in possession continue to possess the Leased Property pursuant to the term of this Lease Agreement.

7. TERM.

7.1. Term. Contingent on an Early Termination not occurring, the term of this Lease Agreement shall commence on the Lease Commencement Date and shall expire on the Expiration Date.

7.2. Early Termination. If an Early Termination Event occurs during the Precedent Lease Agreement, this Lease Agreement shall not go into effect and immediately be terminated. In the event an Early Termination event occurs, then Lessor shall be enabled to unilaterally record a document of Lessor's choice in the Official Records of Broward County, Florida indicating that an Early Termination event has occurred and the Lease Agreement is terminated. In the event Lessee satisfies the Build Requirement, then Lessee shall be enabled to unilaterally record a document of Lessee's choice (but subject to Lessor's prior approval, such approval not to be unreasonably withheld, conditioned or delayed) in the Official Records of Broward County, Florida indicating that the Redevelopment Option has been exercised, the Build Requirement has been satisfied, and this Lease Agreement is no longer subject to termination. In such event subsection (2) and (3) of the defined term "Early Termination Event" shall automatically be deemed null, void and of no further force or effect.

8. RENT. Rent shall commence on the Rental Commencement Date. All rental payments throughout the term of this Lease Agreement shall be paid in advance in equal monthly installments on the first day of each month to which applicable and in accordance with the Rent and Payment Schedule attached as **Exhibit B**. Florida sales tax or any other governmental taxes and fees on lease revenue as may apply and shall be paid by Lessee in addition to Base Rent. Rent shall be made payable in person, by delivery, or U.S. mail to the address of Lessor's City Treasurer unless otherwise notified in writing by Lessor.

8.1. Base Rent. The Base Rent shall be subject to the Payment Schedule attached as **Exhibit B**.

8.2 Grace Period. All delinquent sums that are payable to Lessor under this Lease Agreement shall bear interest at a rate equal to the periodic composite of current annual interest rates on five (5) year United States Government agency issues in effect as of the date of delinquency, but not less than twelve percent (12%) per annum and not greater than eighteen percent (18%) per annum. Interest shall be calculated from the date the delinquent sum is due less a five-day grace period, to the date of payment.

9. BONDS FOR IMPROVEMENTS. Intentionally Omitted.

10. LEASEHOLD MORTGAGES.

10.1. Lessee, including Lessee's successors and/or assigns shall have the right to mortgage their respective interest of Lessee's interest under this Lease Agreement to a Federal or State Savings & Loan

Association, Bank or Trust Company, Insurance Company, Pension Fund or Trust or any other Non-Affiliated Person, without obtaining the prior consent of Lessor, subject, however, to the other terms and conditions of this Lease Agreement, to the extent applicable. For purposes of this Section 10, references to Lessee shall also include Lessee's successors and/or assigns.

10.2. If Lessee shall mortgage its leasehold interest and if the holder of the mortgage or pledge shall forward to Lessor a duplicate original of the leasehold mortgage in form proper for recording, or a copy of the mortgage certified as a true copy by the Office of Official Records of the County, together with a written notice setting forth the name and address of the leasehold mortgagee, then, until the time that the leasehold mortgage shall be satisfied of record, the following provisions of this Section 10 shall apply.

10.2.1. When giving notice to Lessee with respect to any default under the provisions of this Lease Agreement, Lessor will also serve a copy of such notice upon the leasehold mortgagee. No such notice to Lessee shall be deemed to have been given unless a copy of such notice has been mailed to such leasehold mortgagee, which notice must specify the nature of each such default.

10.2.2. In case Lessee shall default under any of the provisions of this Lease Agreement, the leasehold mortgagee shall have the right to cure such default whether the same consists of the failure to perform any matter or thing which Lessee is required to do or perform and Lessor shall accept such performance on the part of the leasehold mortgagee as though the same had been done or performed by Lessee. The leasehold mortgagee, upon the date of mailing by Lessor of the notice referred to in subsection 10.2.1 shall have, in addition to any period of grace extended to Lessee under the terms and conditions of this Lease Agreement for a non-monetary default, a period of one hundred twenty (120) days within which to cure any nonmonetary default or cause the same to be cured or to commence to cure such default with diligence and continuity; provided, however, that as to any default of Lessee for failure to pay rent, or failure to pay any amount otherwise required under the terms of this Lease Agreement (e.g., including, but not limited to, taxes or assessments), the leasehold mortgagee shall have sixty (60) days from the date the notice of default was mailed to the leasehold mortgagee within which to cure such default.

10.2.3. In case Lessee shall default under any of the provisions of this Lease Agreement, the leasehold mortgagee shall have the right to cure such default whether the same consists of the failure to pay rent or the failure to perform any other matter or thing which Lessee is required to do or perform and Lessor shall accept such performance on the part of the leasehold mortgagee as though the same had been done or performed by Lessee.

10.2.4. In the case of any default by Lessee, Lessor will take no action to effect a termination of the term of this Lease Agreement

after the service of a notice provided for in Section 10.2.1 above by reason of any such default, without first giving to the leasehold mortgagee a reasonable time, from the mailing of the default notice by Lessor to Lessee, with a copy to such leasehold mortgagee, within which either: (i) to obtain possession of the Leased Property (including possession by a receiver) and cure such non-monetary default in the case of a default which is susceptible of being cured when the leasehold mortgagee has obtained possession; or (ii) to institute foreclosure proceedings and complete such foreclosure or otherwise acquire Lessee's interest under this Lease Agreement with diligence and continuity and thereafter to commence and diligently proceed to cure such default; provided, however, that the leasehold mortgagee shall not be required to continue such possession or continue such foreclosure proceedings if the default shall be timely cured, and provided further, that nothing in this Section 10 shall preclude Lessor from exercising any rights or remedies under this Lease Agreement with respect to any other default by Lessee during any period of forbearance.

10.2.5. In the event of the termination of this Lease Agreement or of any succeeding lease made pursuant to the provisions of this Section 10 prior to its stated expiration date, Lessor will enter into a new lease of the Leased Property with the leasehold mortgagee or, at the request of such leasehold mortgagee, to a corporation formed by or on behalf of such leasehold mortgagee or by or on behalf of the holder of the note secured by the leasehold mortgage held by such leasehold mortgagee, for the remainder of the term, effective on the date of such termination, at the rent and additional rent and upon the covenants, agreements, terms, provisions and limitations contained in this Lease Agreement, provided that such leasehold mortgagee makes written request and executes, acknowledges and delivers to Lessor such new lease within thirty (30) days from the date of such termination and such written request and such new lease is accompanied by payment to Lessor of all amounts then due to Lessor, including reasonable counsel fees, court costs and disbursements incurred by Lessor in connection with any such default and termination as well as in connection with the execution and delivery of such new lease, less the net income collected by Lessor subsequent to the date of termination of this Lease Agreement and prior to the execution and delivery of the new lease, any excess of such net income over the aforesaid sums and expenses to be applied in payment of the rent thereafter becoming due under such new lease. Any new lease referred to in this Section 10 shall not require any execution, acknowledgment or delivery by Lessor in order to become effective as against Lessor and Lessor shall be deemed to have executed, acknowledged and delivered any such new lease immediately upon receipt by Lessor of such new lease accompanied by: (i) payment to Lessor of all amounts then due to Lessor of which the leasehold mortgagee shall theretofore have received written notice; and (ii) an agreement by the leasehold mortgagee to pay all other amounts then due to Lessor of which the leasehold mortgagee shall not theretofore have received written notice. In addition, immediately upon receipt by Lessor of such new lease, as provided in this Section 10, Lessor shall be deemed to have executed,

acknowledged and delivered to the leasehold mortgagee an assignment of all subleases covering the Leased Property which theretofore may have been assigned and transferred to Lessor and all subleases under which subtenants shall be required to attorn to Lessor pursuant to the terms and conditions of such subleases or this Lease Agreement. Such assignment by Lessor shall be deemed to be without recourse as against Lessor. Within ten (10) days after a written request therefore by the leasehold mortgagee, such assignment or assignments shall be reduced to a writing in recordable form and executed, acknowledged and delivered by the Lessor to the leasehold mortgagee.

10.2.6. The leasehold mortgagee of all or any portion of the Leased Property may become the legal owner and holder of this Lease Agreement for such Leased Property by foreclosure of its mortgage or as a result of the assignment of this Lease Agreement in lieu of foreclosure, whereupon such leasehold mortgagee shall immediately become and remain liable under this Lease Agreement as provided in this Section 10, except that such leasehold mortgagee may assign this Lease Agreement without Lessor's consent to any institutional assignee at any time whether prior or subsequent to issuance of the Final Project Completion Certificate.

10.2.7. In the event that a leasehold mortgagee shall become the owner or holder of Lessee's interest by foreclosure of its mortgage or by assignment of this Lease Agreement in lieu of foreclosure or otherwise, the term "Lessee", as used in this Lease Agreement, means only the owner or holder of Lessee's interest for the time being so that, in the event of a sale, assignment or other disposition of Lessee's interest in this Lease Agreement by the leasehold mortgagee, the leasehold mortgagee shall be entirely freed and relieved of all covenants and obligations of Lessee under this Lease Agreement and it shall be deemed and construed, without further agreement between Lessor and the leasehold mortgagee or between Lessor, the leasehold mortgagee and the leasehold mortgagee's purchaser or assignee at any such sale or upon assignment of Lessee's interest, that the purchaser or assignee of Lessee's interest has assumed and agreed to carry out any and all covenants and obligations of Lessee.

10.2.8. The provisions of this Section are cumulative of any other provision of this Lease Agreement that restrict remedies of Lessor, including without limitation, the provision of this Lease Agreement which preclude Lessor from terminating the Lease Agreement or exercising any right of re-entry or repossession of the Leased Premises.

10.3. Within ten (10) days after written request by Lessee or by Lessee's leasehold mortgagee, or in the event that upon any sale, assignment or mortgaging of Lessee's interest in this Lease Agreement by Lessee or Lessee's leasehold mortgagee, an offset statement shall be required from Lessor, Lessor agrees to deliver in recordable form a certificate to any proposed leasehold mortgagee, purchaser, assignee or to Lessee, certifying (if such be the case): (i) the amount of rental and additional rental due under this Lease Agreement, if any, and the

date to which rentals have been paid; (ii) that this Lease Agreement is in full force and effect; (iii) that Lessor has no knowledge of any default under this Lease Agreement, or if any default exists, specifying the nature of the default; and (iv) that there are no defenses or offsets which are known and may be asserted by Lessor against the Lessee in respect of obligations pursuant to this Lease Agreement.

10.4. So long as Lessee's interest in this Lease Agreement shall be mortgaged to a leasehold mortgagee, the parties agree for the benefit of such leasehold mortgagee, that they shall not surrender or accept a surrender of this Lease Agreement or any part of it, nor shall they cancel, abridge, or otherwise modify this Lease Agreement without the prior written consent of such leasehold mortgagee in each instance.

10.5. Reference in this Lease Agreement to acquisition of Lessee's interests in this Lease Agreement by the leasehold mortgagee shall be deemed to refer, where circumstances require, to acquisition of Lessee's interest in this Lease Agreement by any purchaser at a sale on foreclosure of the leasehold mortgage and provisions applicable to the leasehold mortgagee in such instance or instances shall also be applicable to any such purchaser.

10.6. So long as Lessee's interest in this Lease Agreement shall be mortgaged to a leasehold mortgagee, the parties agree for the benefit of such leasehold mortgagee that Lessor shall not sell, grant or convey to Lessee all or any portion of the Lessor's fee simple title to the Leased Property without the prior written consent of such leasehold mortgagee. In the event of any such sale, grant or conveyance by the Lessor to Lessee, the Lessor and Lessee agree that no such sale, grant or conveyance shall create a merger of this Lease Agreement into a fee simple title to the Leased Property. This subsection shall not be construed to prevent a sale, grant or conveyance of Lessor's fee simple title by the Lessor to any person, firm or corporation other than Lessee, its successors, legal representatives and assigns.

10.7. Reference in this Lease Agreement to a leasehold mortgagee shall be deemed to refer where circumstances require, to any assignee of a leasehold mortgagee; provided that such assignee shall forward to Lessor a duplicate original of the assignment of the leasehold mortgage in form proper for recording, or a copy of such assignment, certified as a true copy by the Office of Official Records of the County, together with a written notice setting forth the name and address of the assignee.

10.8. Any leasehold mortgage shall be specifically subject and subordinate to Lessor's rights under this Lease Agreement. The sentence immediately preceding shall not be deemed or construed (by implication or otherwise) to impose or establish upon Lessee's interest in this Lease Agreement or upon the lien of any leasehold mortgage the superiority of any lien or encumbrance, including, without limitation, the lien of any fee mortgage, judgment or tax created directly or indirectly by, through or against Lessor or Lessor's interest in this Lease Agreement. Despite any provision which is or may appear to be to the contrary in this Lease

Agreement, under no circumstances whatsoever shall the fee simple title interest of Lessor in the Leased Property, or any portion of them, be subordinated.

10.9. A leasehold mortgagee (or its designee or nominee) may become the legal owner and holder of the interest of Lessee under this Lease Agreement, including, without limitation, ownership of the Building and Improvements erected on or to be erected on the Leased Property, by foreclosure or other enforcement proceedings, or by obtaining an assignment of this Lease Agreement in lieu of foreclosure or through settlement of or arising out of any pending or threatened foreclosure proceeding, without Lessor's consent, subject always to the applicable terms and provisions of this Lease Agreement.

10.10. The provisions of this Section 10 in favor of the leasehold mortgagee shall inure to the benefit of the leasehold mortgagee and its successors, assigns and designees, and also any other purchaser or transferee of this Lease Agreement pursuant to any foreclosure or bankruptcy proceedings, or assignment in lieu thereof.

10.11. Notwithstanding any contrary provision of this Lease Agreement, the leasehold mortgagee shall not be liable or responsible in any respect for any of Lessee's obligations under this Lease Agreement unless and until the leasehold mortgagee becomes the owner and holder of this Lease Agreement through foreclosure or bankruptcy proceedings, or assignment in lieu thereof.

10.12. The City Manager, with legal review of the City Attorney, is authorized on behalf of Lessor to agree to amend this Lease Agreement to include such changes as may be reasonably required by Lessee's leasehold mortgagee(s), from time to time; provided, such changes do not materially impair Lessor's rights under this Lease Agreement, or materially increase Lessor's obligations under this Lease Agreement. If the change is not approved by the City Manager, Lessee may seek such approval from the governing body of Lessor.

10.13. Notwithstanding anything to contrary contained herein, the purchasers of leasehold condominium units may freely mortgage, pledge or otherwise encumber their leasehold condominium units subject to the Lease and the Condominium Documents and no consent of Lessor shall be required.

10.14. If at any time multiple leasehold mortgagees exist: (a) any consent by or notice to leasehold mortgagee refers to all leasehold mortgagees; (b) except under clause "a," the most senior leasehold mortgagee may exercise all rights of leasehold mortgagee(s), to the exclusion of junior leasehold mortgagee(s); (c) to the extent that the most senior leasehold mortgagee declines to do so, any other leasehold mortgagee may exercise those rights, in order of priority; and (d) if leasehold mortgagees do not agree on priorities, then a written determination of priority issued by a title insurance company licensed in the State of Florida shall govern.

10.15. Any Lease Impairment made without leasehold mortgagee's consent shall (at leasehold mortgagee's option) be null, void, and of no force or effect, and not bind Lessee, leasehold mortgagee, or new lessee. Every fee mortgage shall be, and state that it is, subject and subordinate to this Lease Agreement and any new lease, and shall attach only to the Lessor's fee estate in the Leased Property.

10.16. If Lessor or Lessee initiates any appraisal, arbitration, litigation, or other dispute resolution proceeding affecting this Lease Agreement, then the parties shall simultaneously notify leasehold mortgagee. Leasehold mortgagee may participate in such proceedings on Lessee's behalf, or exercise any or all of Lessee's rights in such proceedings, in each case (at leasehold mortgagee's option) to the exclusion of Lessee. No settlement shall be effective without leasehold mortgagee's consent, unless Lessee simultaneously pays the settlement, and the claimant has released (or does not assert) any claim against leasehold mortgagee.

10.17. In no event shall the leasehold mortgagee or any successor or assign of mortgagee have any liability under or with respect to this Lease Agreement or a new lease beyond their interests in the Premises.

10.18. The terms of this Section 10 shall expressly survive termination of the Lease Agreement.

11. GENERAL OBLIGATIONS OF THE PARTIES. The following constitute obligations and covenants of the parties, their successors and assigns:

11.1. Compliance with Regulations of Public Bodies. Lessee, or Lessee's successors and/or assigns, at its or their own cost, shall keep and maintain the Building and Improvements on the Leased Property owned by Lessee in compliance with all governmental laws and requirements applicable to such Building and Improvements. Lessee, or Lessee's successors and/or assigns, shall have the right, at its or their own cost, to contest, by appropriate legal proceedings, diligently conducted, the validity or applicability of complying with such laws or requirements. Lessor, on written request, shall sign any appropriate papers, or join in any such contest or empower Lessee to act in the name of Lessor as may be necessary or proper to permit Lessee to contest such laws or requirements.

11.2. Indemnification Against Claims. Lessee shall indemnify, defend and save harmless Lessor from and against any and all claims, suits, actions, damages and causes of action arising during the term of this Lease Agreement, for any bodily injury, loss of life or damage to property sustained in or about the Leased Property, or to or about the Building and Improvements placed on them, or their appurtenances, or upon adjacent sidewalks or streets, and from and against all costs, counsel fees, expenses, liabilities, judgments and decrees incurred in or arising out of any such claim, the investigation of them, or the defense of any action or proceeding brought on them, and from and against

any orders, judgments and decrees which may be entered in them except if arising due to Lessor's negligence or willful misconduct. Lessee shall also specifically defend with counsel selected by Lessee any action or proceeding brought against Lessor as the result of any claim for bodily injury, loss of life or damage to property, at no cost or expense to Lessee, Lessor or both except if arising due to Lessor's negligence or willful misconduct.

11.3. No Liens Created. Each party covenants and agrees that it has no power to incur any indebtedness giving a right to a lien of any kind or character upon the right, title and interest of the other party in and to the Leased Property covered by this Lease Agreement, and that no person shall ever be entitled to any lien, directly or indirectly, derived through or under the other party, or its agents or servants, or on account of any act or omission of the other party, except for any lien reserved upon Lessee's (or Lessee's successors and/or assigns) leasehold interests in the Leased Property by leasehold mortgagees. All persons contracting with Lessee, or furnishing materials or labor to Lessee, or to its agents or servants, as well as all persons whomsoever, shall be bound by this provision of this Lease Agreement. Lessee shall not be deemed to be the agent of Lessor as to confer upon a laborer bestowing labor upon the Leased Property, or upon a materialman who furnishes material incorporated in the construction of improvements upon the Leased Property, a lien upon Lessor's estate under the provisions of Chapter 713, Florida Statutes, 1991, and subsequent revisions of that law. A Memorandum of Lease to be recorded in the Public Records of Broward County by Lessee shall contain the appropriate clause under Chapter 713 of the Florida Statutes notifying third parties that they may not impose a lien on Lessor's interest in the Leased Property for labor, services or materials furnished to, or at the request of Lessee and any such liens are hereby prohibited. If, notwithstanding said notice, any third party files a mechanic's lien purportedly against the Lessor's estate for or on account of labor, services or materials provided to or at the request of Lessee, Lessee shall dispose of the claim and ensuing litigation as Lessee deems appropriate at Lessee's expense, provided that if such party commences a foreclosure action with respect to such lien, Lessee shall transfer the lien to security as provided by Florida law or otherwise bond or cause the same to be discharged of record within thirty (30) days thereafter to prevent the foreclosure of Lessor's estate.

11.4. Insolvency of Lessee. Should Lessee, at any time during the term of this Lease Agreement, suffer or permit to be filed against it a composition or arrangement proceeding under state law which is not vacated within ninety (90) days, or make any assignment for the benefit of its creditors, or should a receiver be appointed for the Lessee's property because of Lessee's insolvency and the appointment not vacated within ninety (90) days thereafter, or should Lessee's leasehold interest be levied on and the lien not discharged within ninety (90) days after levy has been made, and should such failure in any manner jeopardize material rights of Lessor, then, and in such event, and upon the happening of any of these events, Lessor shall have the right to pursue

the remedies set forth in Section 13 hereof. Subject to applicable provisions of the Bankruptcy Code, should Lessee, at any time during the term of this Lease Agreement suffer or permit an involuntary or voluntary petition in bankruptcy to be filed against it which is not vacated within ninety (90) days thereafter, or institute a composition or an arrangement proceeding under Chapters 7, 11, or 13 of the Bankruptcy Code, as they may be amended from time to time, Lessor shall have the right to pursue the remedies set forth in Section 13 hereof.

11.5. Independent Contractor. Lessee is an independent contractor under this Lease Agreement. Personal services provided by Lessee shall be by employees of Lessee and subject to supervision by Lessee, and not as officers, employees, or agents of Lessor. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Lease Agreement shall be those of Lessee.

11.6. Operating Costs.

11.6.1. Lessee agrees promptly to pay when due all operating, maintenance and service charges and costs, including telephone, gas, electricity, water, utility connections, and all other expenses incurred in the use and operation of the Leased Property.

11.6.2. Lessee agrees to obtain at its expense all permits and licenses which may be required by any governmental unit. Upon the Lessor's written request, at reasonable intervals, the Lessee shall promptly furnish to the Lessor evidence satisfactory to the Lessor showing Lessee's compliance with its obligations under this Section.

11.7. Litigation Venue. The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in the County and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

11.8. Taxes.

11.8.1. During the term of this Lease Agreement, Lessee agrees to pay when due all real property taxes and special assessments of whatsoever kind levied and assessed against the Leased Property (any special assessments levied by Lessor or by any agency of Lessor upon the Leased Property must be uniform in application to the general geographical area) and the Building and Improvements built and placed on the Leased Property by Lessee, except against the Public Improvements. Lessee further agrees to pay when due all sales and use taxes, and any and all other taxes or assessments imposed upon and being the liability of Lessee and arising out of this Lease Agreement, including any sales taxes due on rental payments. On or before March 31 of each Lease year of the term of this Lease Agreement, Lessee agrees to deliver to Lessor

tax receipts showing the payment by Lessee of all taxes and special assessments.

11.8.2. Lessee shall have the right to review or protest, or cause to be reviewed or protested, by legal proceedings, any such taxes, assessments, or other charges imposed upon or against the Leased Property or the Building and Improvements built and placed on the Leased Property and in case any such real property taxes, assessments, or other charges shall, as a result of such proceedings or otherwise, be reduced, canceled, set aside or to any extent discharged, the Lessee shall pay the amount that shall be finally assessed or imposed against the Leased Property or the Building and Improvements built and placed on them by Lessee which are finally determined to be due and payable on any such disputed or contested items. All expenses of such litigation, including court costs, shall be paid by Lessee free of all expenses to Lessor. The term "legal proceeding", as used above, shall be construed as including appropriate appeals from any administrative actions, judgments, decrees or orders and certiorari proceedings and appeals from orders entered in them. If required by law, Lessor agrees to join in any such legal proceeding or empower Lessee to act in the name of Lessor.

11.9. Repairs and Maintenance.

11.9.1. Upkeep. Lessee agrees, at its expense, to keep and maintain the Leased Property, including the Building and Improvements, furnishings, fixtures and personal property in a good state of repair and condition, normal wear and tear or damage by the elements excepted (subject to the provisions of Section's 15 and 16 hereof).

11.9.2. Repairs. Lessee agrees, at its expense, to make repairs to the Building and Improvements situated upon the Leased Property, including electrical, plumbing, sewer and sewer connections which solely serve the Leased Property, structural and all other repairs that may be required to be made.

11.9.3. Enforcement. If Lessee or any successor or assign of Lessee, shall fail to comply with the provisions of this Section 11.9, Lessor shall have the right to compel such Lessee, or any successor or assign of Lessee, to enforce such repair and maintenance obligations.

11.10. Major Alteration. Lessee will not make or allow to be made any Major Alterations to all or any part of the Leased Property and Improvements located on the Leased Property without the prior written consent of City Manager, who is authorized on behalf of Lessor to agree, which consent will not be unreasonably delayed, withheld, or conditioned. If the Major Alteration is not approved by the City Manager, Lessee may seek such approval from the governing body of Lessor.

If the Major Alteration is not approved by the City Manager, Lessee may seek such approval from the governing body of Lessor.

The approval of any Major Alteration by Lessor as provided for in this Section 11.10 shall not in any affect or limit the rights, responsibilities, obligations, authority or powers of Lessor or any other appropriate governmental official, agency or entity having jurisdiction over the Project, or any part thereof, from acting in its governmental and regulatory capacity, including acting under zoning and building codes and any other applicable laws, codes, ordinances and regulations.

11.11. Surrender. Lessee at its expense agrees to deliver the Leased Property to the Lessor upon the termination of this Lease Agreement in their then existing state of repair and condition at the time of surrender.

11.12. Quiet Enjoyment. Lessor covenants, warrants and agrees that Lessee, and Lessee's successors and assigns, shall be entitled peacefully to enjoy, to occupy) and to possess the Leased Property throughout the Lease term without interference, hindrance or molestation.

11.13. Signs. All signs, whether vertical or horizontal, or any advertising erected, maintained or displayed at or on the Leased Property or upon any Improvements shall comply with all applicable governmental laws, rules, regulations and ordinances.

11.14. Receipts. Lessee shall, upon written demand by Lessor, obtain and deliver to Lessor receipts, satisfactions and discharges showing the payment of any obligation required of Lessee by Lessor pursuant to the terms of this Lease Agreement.

11.15. Recording of Lease. After the Lease Effective Date, Lessee will record at its own expense a Memorandum of Lease in the Public Records of the County, and thereafter, Lessee shall have the right to record at its own expense this entire Lease Agreement and all amendments thereto in the Public Records of County.

11.16. Inspection of Leased Property. Except as to work/live units, Lessor or its agents shall have the right to enter the Leased Property and the Building and Improvements constructed thereon at all reasonable hours upon prior written notice for the purpose of inspecting them, or for any other purposes not inconsistent with the terms of this Lease Agreement, consistent with reasonable security measures of the tenants of the Lessee and upon suitable prior arrangements with them, which approval shall not be unreasonably refused by any occupant.

12. OWNERSHIP AT TERMINATION

12.1. The Building and Improvements and fixtures of every kind erected, placed or affixed on the Leased Property shall remain the property of Lessee and/or its successors and/or assigns until the end of the term or earlier termination of this Lease Agreement for any reason (except casualty or condemnation as provided in Sections 15 and 16 hereof at which time they shall be and become the property of Lessor. A fixture

is defined as an article which was a chattel, but which, by being physically annexed or affixed to the realty by Lessee and incapable of being removed without structural or functional damage to the realty, becomes a part and parcel of it. Non-fixture personalty owned by Lessee at the expiration of the term of the Lease or earlier termination of this Lease Agreement, for any reason, shall continue to be owned by Lessee, and at the time of such expiration or earlier termination, Lessee at its option may remove all such personalty.

12.2. Any property installed or attached to the Leased Property by any of Lessee's subtenants, whether or not attached to the freehold, shall be and remain such subtenants' property and may be removed by the subtenants upon the termination of subleases, provided that such subtenants repair, restore and save Lessor harmless from all damage to the Leased Property including the Building and Improvements located thereon and owned or controlled by such subtenants, caused by such removal.

12.3. Upon the expiration or sooner termination of this Lease Agreement, all of Lessee's right, title and interest in and to the Building and Improvements shall automatically pass to, vest in and belong to Lessor without further action on the part of either party and without cost or charge to Lessor free and clear of any and all claims of Lessee, except Lessee shall have the right to remove its trade fixtures. At Lessor's request, Lessee shall execute any documents necessary or convenient for the purpose of further evidencing the conveyance of title of the Building and Improvements.

12.4. Lessee shall own and have the right to take the depreciation deductions under the tax laws for the Building and Improvements heretofore or hereafter erected on the Leased Property. Title to the Building and Improvements, equipment in or appurtenant thereto and all changes, additions and alterations therein and all renewals and replacements thereof, when made, erected, constructed, installed or placed upon the Leased Property, shall be and remain in Lessee until the expiration of the term of this Lease Agreement, unless sooner terminated as herein provided. Upon the expiration or sooner termination of this Lease Agreement, all of Lessee's right, title and interest in and to the Building and Improvements shall automatically pass to, vest in and belong to Lessor without further action on the part of either party and without cost or change to Lessor free and clear of any and all claims of Lessee, except Lessee shall have the right to remove the vault, safe deposit boxes and all security systems. At Lessor's request, Lessee shall execute any documents necessary or convenient for the purpose of further evidencing the conveyance of title of the Building and Improvements. During the term of this Lease Agreement, Lessee alone shall be entitled to claim depreciation on the Building and Improvements, equipment in or appurtenant thereto and all changes, additions and alterations therein, and all renewals and replacements thereof, for all taxation purposes.

13. DEFAULT; REMEDIES

13.1. Time of the Essence. Lessor and Lessee each agree promptly to perform, comply with and abide by this Lease Agreement, and each agree that time of payment and of performance of material obligations are of the very nature and essence of this Lease Agreement.

13.2. Default in Rent; Grace Period. Lessee shall have a grace period of twenty (20) days within which to pay any and all sums of all rents due. If any sums of money required to be paid by Lessee to Lessor shall remain unpaid for a period of twenty (20) days after receipt of written notice of non-payment from Lessor, then, subject to Section 10 hereof, Lessor shall have the following options and privileges:

(1) Partial accelerations. The Lessor may declare one year's rental as presently due and payable. Such declaration shall not be construed as a splitting of a cause of action, nor shall it alter or affect the obligations of the Lessee to pay rent under the terms of this Lease Agreement for the period unaffected by the declaration.

(2) Termination. The Lessor may, after delivery of a second notice and expiration of an additional ten (10) day cure period, terminate the Lease Agreement. All sums due and owing under this Lease Agreement, as well as accruing default interest in accordance with Section 8 above, shall survive termination of this Lease Agreement.

(3) In addition to partial acceleration as outlined above, the Lessor may exercise any or all other options available to it as provided herein which options may be exercised concurrently or separately with the exercise of the above option.

13.3. Default in Other Provisions; Grace Period. If Lessee shall default in the performance of any other term of this Lease Agreement (except the payment of rent), then the Lessor shall send to Lessee a written notice of default, specifying the nature of the default, and Lessee shall, within sixty (60) days after the date of the notice, cure and remedy the default, and this Lease Agreement shall then continue as before.

If Lessee shall fail to timely cure and remedy such default, then subject to the provisions of Section 10 hereof, Lessor shall have the right to declare, by written notice to Lessee, that the Lease Agreement is in default, and to use all remedies available to Lessor under this Lease Agreement.

If default shall be made in any covenant, agreement, condition or undertaking contained in this Lease Agreement to be kept, observed and performed by Lessee, other than the payment of rent, which default cannot with due diligence be cured within a period of sixty (60) days, and if written notice of the default shall have been given to Lessee, and if Lessee, prior to the expiration of sixty (60) days from and after the giving of such notice commences to eliminate the cause of such default

and proceeds diligently and with reasonable dispatch to take all steps and do all work required to cure such default and does so cure such default, then Lessor shall not have the right to exercise any remedies available to Lessor under this Lease Agreement.

Notwithstanding anything contained to the contrary herein, Lessor agrees that in the event (and only in the event) Lessee defaults in the performance of this Lease Agreement whether by non-payment of rent or by other default (and not cured pursuant to the provisions of Sections 10, 13.2 or 13.3 hereof as applicable), resulting in the termination of this Lease Agreement and the eviction of Lessee, its successors and assigns, Lessor will not disturb the occupancy of Lessee's subtenants, provided the subtenants attorn to Lessor as "Lessor" under all the terms, provisions and conditions of their subleases and further provided that the subtenants are not then in default upon any of the terms, provisions and conditions of their subleases, and providing such subleases are subject to the terms, provisions and conditions of this Lease Agreement. Lessor agrees to execute commercially reasonable non-disturbance agreements in favor of Lessee's subtenants upon Lessee's written request.

13.4. Subtenants. Lessor agrees that in the enforcement of Lessor's rights under this Lease Agreement, Lessor will not disturb the occupancy of Lessee's subtenants including any rental tenants, or other occupants of the Leased Property, provided such parties attorn to Lessor as Lessor under all the terms, provisions and conditions of their subleases, and/or other occupancy documents and further provided that such occupancy documents are subject to the terms, provisions and conditions of this Lease Agreement.

Notwithstanding anything to the contrary contained herein, in the event of any default under the Lease, Lessor shall not disturb the occupancy of condominium unit owners, including any rental tenants or other occupants, provided such parties attorn to Lessor as Lessor under the terms of the Lease and the Condominium Documents.

13.5. Lessor Default. If Lessor shall fail in the performance of any material term of this Lease Agreement, then Lessee, or its agent, may send to Lessor a written notice of default, specifying the nature of the default, and Lessor shall, within sixty (60) days after the date of the notice, cure and remedy the default, and this Lease Agreement shall then continue as before; provided, however, in the event such breach cannot with due diligence be cured within a period of sixty (60) days, and if written notice of the default shall have been given to Lessor, and if Lessor, prior to the expiration of sixty (60) days from and after the giving of such notice commences to eliminate the cause of such default and proceeds diligently and with reasonable dispatch to take all steps and do all work required to cure such default and does so cure such default within a reasonable period of time, then Lessor shall not be in default under this Lease Agreement. Failure of the Lessee to insist upon the strict performance of any of the covenants, conditions and agreements of this Lease Agreement in any one or more

instances, shall not be construed as a waiver or relinquishment in the future of any such covenants, conditions and agreements.

13.6. Remedies for Lessee. In the event there shall be a material default under this Lease Agreement by Lessor and such default shall continue after any applicable grace period, Lessee shall have the right to all legal and equitable remedies under Applicable Law.

14. INSURANCE. The parties agree to the following provisions pertaining to insurance.

14.1. As a condition precedent to the effectiveness of this Lease, during the term of this Lease and during any renewal or extension term of this Lease, Lessee, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of Lessee. Lessee shall provide Lessor a certificate of insurance evidencing such coverage. Lessee's insurance coverage shall be primary insurance for all applicable policies, in respect to the Lessor's interests. The limits of coverage under each policy maintained by Lessee shall not be interpreted as limiting Lessee's liability and obligations under this Lease. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to the approval of Lessor's Risk Manager.

14.2. The coverages, limits and/or endorsements required herein protect the interests of Lessor, and these coverages, limits and/or endorsements shall in no way be required to be relied upon by Lessor for assessing the extent or determining appropriate types and limits of coverage to protect Lessee against any loss exposures, whether as a result of this Lease or otherwise. The requirements contained herein, as well as Lessor's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Lessee under this Lease.

14.3. The following insurance policies and coverages are required as applicable:

14.4. Builder's Risk Coverage. For improvements under construction, coverage must be afforded in an amount not less than 100% of the total project cost, including soft costs, with a deductible of no more than \$25,000.00 each claim. Coverage form shall include, but not be limited to:

- All Risk Coverage including Flood and Windstorm with no coinsurance clause;
- Any separate Flood and/or Windstorm deductibles are subject to approval by the Lessor;

- Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project;
- Equipment Breakdown for cold testing of all mechanized, pressurized, or electrical equipment.

14.5. This policy shall insure the interests of Lessor, Lessee, and subcontractors in the property against all risk of physical loss and damage, and name Lessor as a loss payee. This insurance shall remain in effect until the work is completed and the property has been accepted by Lessor.

14.6. Pollution and Remediation Legal Liability (Hazardous Materials). For the purpose of this Section, the term "hazardous materials" includes all materials and substances that are designated or defined as hazardous by Florida or federal law or by the rules or regulations of Florida or any federal agency. If work being performed involves hazardous materials, Lessee shall procure and maintain any or all of the following coverages (which will be specifically addressed upon review of exposure):

14.7. Pollution Liability Coverage. The Lessee/Tenant shall procure and maintain coverage in an amount not less than \$1,000,000.00 per claim insuring the City against liability for bodily injury, property damage, legal defense and remediation arising out of the operation and occupancy of the Premises.

14.8. Asbestos Liability Coverage (if any). For sudden and gradual occurrences and in an amount not less than \$1,000,000.00 per claim arising out of work performed under or in any way related to this Lease. Any contractor performing any asbestos abatement procedures must be licensed and in full compliance with State and Federal laws and regulations.

14.9. Disposal Coverage. Lessee/Tenant shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance, covering liability for sudden and accidental occurrences in an amount not less than \$1,000,000 per claim and shall include liability for non-sudden occurrences in an amount not less than \$1,000,000.00 per claim.

14.10. Property Coverage. Coverage must be afforded in an amount not less than 100% of the replacement value of the property with a deductible of no more than \$25,000.00 each claim. Coverage form shall include, but not be limited to:

- All Risk Coverage including Flood and Windstorm with no coinsurance clause;

- Any separate Flood and/or Windstorm deductibles are subject to approval by Lessor.

14.11. This policy shall insure the interests of Lessor and Lessee in the property against all risk of physical loss and damage, and name Lessor as a Loss Payee.

14.12. All insurance proceeds received by or on account of this Lease shall be used for the purpose of reconstruction or repair, as the case may be, of any of the property, structures, improvements or fixtures contained within the Lease so damaged or destroyed.

14.13. Lessee shall, at its own expense, take all reasonable precautions to protect the Premises from damage or destruction.

14.14. Commercial General Liability. Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$2,000,000.00 each occurrence and \$2,000,000.00 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$2,000,000.00 each occurrence and \$2,000,000.00 aggregate for Products and Completed Operations
- \$100,000.00 each occurrence for Damage to Rented Premises.

14.15. Policy must include coverage for contractual liability and independent contractors.

14.16. Lessor, a Florida municipality, its officials, employees, and volunteers are to be included as an additional insured with a CG 20 26 04 13 Additional Insured - Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of Lessee. The coverage shall contain no special limitation on the scope of protection afforded to Lessor, its officials, employees, and volunteers.

14.17. Lessor shall have the right to review the amount of commercial general liability insurance provided by Lessee at ten (10) year intervals following the Lease Commencement Date. If at the time of such review, Lessor determines that the City typically requires lessees of City-owned property comparable in type of use, size and function of the Project to provide insurance coverage in an amount in excess of TWO MILLION AND 00/100 DOLLARS (\$2,000,000.00) combined single limits, then the amount of insurance required herein of Lessee may be increased to the amount generally required to be provided by lessees of City-owned property comparable in type of use, size and function as the Project, and Lessee agrees to provide such additional coverage in

accordance with the terms, conditions and other provisions of this Lease Agreement.

14.18. Workers' Compensation and Employer's Liability. Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the LESSOR must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the Lessor's Risk Manager, if they are in accordance with Florida Statute.

14.19. The Lessee waives, and the Lessee shall ensure that the Lessee's insurance carrier waives all subrogation rights against the Lessor, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

14.20. The Lessee must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act and the Jones Act, if applicable.

14.21. Insurance Certificate Requirements.

Lessee shall provide Lessor with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to execution of this Lease and no later than thirty (30) days prior to commencement of any improvements.

Lessee shall provide to the Lessor a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.

In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Lessee to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.

In the event the Lease term or any surviving obligation of Lessee following expiration or early termination of the Lease goes beyond the expiration date of the insurance policy, Lessee shall provide Lessor with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. Lessor reserves the right to suspend the Lease until this requirement is met.

The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

14.22. Lessor shall be included as an Additional Insured on all liability policies, with the exception of Workers' Compensation.

14.23. Lessor shall be granted a Waiver of Subrogation on Contractor's Workers' Compensation insurance policy.

14.24. The Lease, Bid/Contract number, or other identifying reference must be listed on the Certificate of Insurance.

14.25. The Certificate Holder should read as follows:

City of Fort Lauderdale
Attn: City Manager's Office
401 SE 21st Street
Fort Lauderdale, FL 33316

14.26. Lessee has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the application of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding Lessor as an Additional Insured shall be at Lessee's expense.

14.27. If Lessee's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Lease, Lessee may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

14.28. Lessor and Lessee hereby waive or agree to cause their respective insurers to waive subrogation or consent to a waiver of right of recovery, or to agree that the insurance is not invalidated if the insured has waived, or has waived before the casualty, the right to recover against the other.

14.29. Lessee's insurance coverage shall be primary insurance in respect to Lessor, a Florida municipality, its officials, employees, and volunteers. Any insurance or self-insurance maintained by Lessor shall be non-contributory.

14.30. Any exclusions or provisions in any insurance policy maintained by Lessee that excludes coverage required in this Lease shall be deemed unacceptable and shall be considered breach of contract.

14.31. All required insurance policies must be maintained during the Lease. Any lapse in coverage may be considered breach of contract. In addition, Lessee must provide to Lessor confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Lease. Lessor reserves the right to review, at any time, coverage forms and limits of Lessee's insurance policies.

14.32. Lessee shall provide notice of any and all claims, accidents, and any other occurrences associated with this Lease to Lessee's insurance company or companies and the Lessor's Risk Management office as soon as practical.

14.33. In order to reduce the hazards and risks of interruption of business occasioned by windstorm and other acts of God, Lessee agrees that it will, at its expense, take all reasonable precautions to protect the Leased Property from damage or destruction. Notwithstanding anything to the contrary contained in this Lease Agreement, Lessee shall not be obligated to obtain terrorism insurance.

14.34. It is Lessee's responsibility to ensure that any and all of Lessee's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of Lessee. Lessor reserves the right to adjust insurance limits from time to time at its discretion with notice to Lessee.

15. CASUALTY.

15.1.1. If a casualty loss affecting all or part of the Buildings and Improvements located on the Leased Property should occur, Lessee, or its successors and/or assigns, shall promptly notify Lessor in writing about the loss, and, to the extent insurance proceeds are made available to Lessee for such purpose, the Lessee shall diligently commence and complete the reconstruction or repair of any loss or damage caused by fire or other casualty. If conditions exist at the time of the casualty that support the development of a different Project than that existing at the time of such casualty event, Lessee may amend the Project as Lessee deems necessary.

15.1.2. If a casualty occurs in the last five (5) years of the Lease Term, Lessee has the option to either rebuild as provided in this Lease Agreement or clear the Leased Property, pay the balance of the Rent per **Exhibit B** to the Lessor and the proceeds of the insurance if any paid to Lessee and terminate the Lease and deliver possession of the Leased Premises to Lessor.

15.1.3. Notwithstanding anything to the contrary contained herein, in the event of a casualty loss or condemnation, Lessee shall designate a trustee ("Insurance Trustee") (who shall be, prior to satisfaction of any leasehold mortgagee's lien on Lessee's leasehold interest in the Lease Agreement, the leasehold mortgagee) to receive, hold and expend any insurance proceeds and/or any condemnation award (as may be applicable). Project Lender is authorized, in its sole and absolute discretion, to apply the insurance proceeds and/or condemnation award to the repayment of debt. In the event the insurance proceeds and/or condemnation award is applied toward the repayment of debt, Lessee shall have a reasonable period of time following such application to secure alternate financing for restoration of the Project.

16. CONDEMNATION. In the event of a taking affecting all or any part of the Leased Property, including any Building or Improvement located thereon, the Lessor shall promptly notify the Lessee of the taking ("Notice of Taking"). The Notice of Taking shall identify that part of the Leased Property that is the subject of the taking and include the date on which the taking is scheduled to occur. In such event, the parties shall be governed by the following provisions as applicable at the date of the Notice of Taking.

16.1. Condemnation Involving a Full Taking. If the taking affects all of the Leased Property or so much of the Leased Property so as to render the Leased Property unfit for purposes of developing the Project in accordance with this Lease Agreement, the liability and obligation of each party under this Lease Agreement shall terminate on a date mutually agreed-upon by the parties, which shall not be later than the date on which the taking occurs. Upon such occurrence, the Lessee shall be entitled to make any claim against the condemnor that the Lessee may be entitled to because of any loss or damage of any kind whatsoever incurred by Lessee in (i) pre-development activities associated with securing Permits and financing for the Project, (ii) the loss of all or any part of the Building and Improvements erected upon the Leased Property by the Lessee, but not including off-site public improvements constructed for the benefit of Lessor, and (iii) the early termination of this Lease Agreement. Lessee shall be entitled to the entire condemnation award as to its own claim as described herein.

16.2. Condemnation Involving a Partial Taking. If the Lessor and the Lessee reasonably determine that the taking affects only part of the Leased Property so that the part of the Leased Property not so taken is sufficient for the purposes of developing or restoring the Project in accordance with this Lease Agreement, this Lease Agreement shall continue in full force and effect, and the Lessee shall be entitled to make claim against the condemnor that the Lessee may be entitled to because of any loss or damage of any kind whatsoever, including, without limitation: (i) the loss of all or any part of the Building and Improvements erected upon the Leased Property by the Lessee its successors and assigns; and (ii) the loss of the then unexpired portion of the fixed term of this Lease Agreement. Lessee shall be entitled to the entire condemnation award as to its claim. The Lessee shall use the proceeds received by the Lessee pursuant to this Section 16.2 for purposes of restoring those portions of the Building and Improvements upon the remainder of the Leased Property and impacted by the condemnation to as near their former condition as circumstances will permit pertaining to the partially taken Building and Improvement owned by Lessee, its successors and assigns. If conditions exist at the time of the casualty that support the development of a different Project than that shown on the Approved Development Plan, Lessee may amend the Approved Development Plan and propose such changes to this Agreement as are reasonable given current conditions and such amendments may be implemented subject to City commission approval.

16.2.1. In the event of a partial taking between the Lease Effective Date and the Construction Completion Date, any delay in the Project caused by the condemnation proceedings and the reconfiguration or restructuring of the Project shall be an Unavoidable Delay.

16.2.2. In the event of a partial taking after the Construction Completion Date, the Lessee shall diligently pursue the reconfiguration or restructuring of the Project, and shall cause the repair or reconstruction of the portion of the Building and Improvements to remain on the remainder of the Lease Property in a prompt manner and in accordance with applicable law and, City Codes or the Lessor and Lessee may mutually agree to modify the Approved Development Plan and rebuild a revised Project.

16.2.3. In the event of a partial taking after the Rental Commencement Date, the rent payable shall be reduced by that proportion which the square footage of the land so taken bears to the original square footage of the entire Leased Property, and the Rent and Payment Schedule may be amended by the City's Authorized Representative and an amended **Exhibit B** affixed hereto, with the adjustment in payments, including any proration in the first effected month, to be based on the date of the order of taking.

16.2.4. If a taking occurs in the last five (5) years of the Lease Term, Lessee has the option to either rebuild as provided in this Lease Agreement or clear the Leased Property, pay the proceeds of the condemnation award to Lessor and terminate the Lease and deliver possession of the Leased Premises to Lessor.

17. RESTRICTIONS ON ASSIGNMENT AND TRANSFER.

17.1. Restrictions on Assignment of Leased Property and the Lease Agreement. Lessee represents and agrees for itself and its successors and assigns (except as so authorized by the provisions of this Lease Agreement) that it will not, during the term of this Lease Agreement transfer the Leased Property, or suffer to be made or created, any total or partial assignment, conveyance, or pledge of Lessee's interest in the Lease Agreement (other than Financing or any partial assignment under Section 19.2) or in any other mode or form or with respect to this Lease Agreement or the Leased Property, without first obtaining the prior written consent of the Lessor, which consent shall not be unreasonably withheld and such consent shall be evidenced by an amendment to this Lease Agreement executed in recordable form. For the avoidance of doubt, such consent will not be required for any subtenancy, or any partial assignment under Section 19.2, or Lessee's granting of any easements affecting the Leased Property, provided such easement expressly states that it shall automatically terminate upon expiration or earlier termination of this Lease unless otherwise approved in writing by Lessor. Any such consent to an assignment, transfer, conveyance or pledge by the Lessor shall be subject to all of the terms and provisions of this Lease Agreement, and shall release the Lessee from all of its post transfer obligations under this Lease Agreement, subject to satisfaction of

conditions 17.1.1 through 17.1.4 below. The obtaining of any consent shall not affect the rentals payable to Lessor. Lessor agrees that consent will not be unreasonably withheld, delayed or conditioned. The Lessor may be entitled to require additional conditions prior to granting any assignment approval, at Lessor's reasonable discretion, in addition to the following:

17.1.1. Any proposed successor Lessee or proposed successor Lessee therein shall have the business experience and development track record and sufficient financial capacity to carry out the obligations under this Lease Agreement, as determined, in the reasonable discretion of the Lessor.

17.1.2. Any proposed successor Lessee, by instrument in writing satisfactory to the Lessor, in its reasonable discretion, and in recordable form, shall, for itself and its successors and assigns expressly assume all of the obligations of the transferor Lessee under this Lease Agreement and shall agree to abide by and be subject to all of the terms, conditions, obligations, reservations and restrictions ("terms and conditions") to which the transferor Lessee is subject.

17.1.3. There shall be submitted to the Lessor for review all instruments and other legal documents reasonably necessary to review compliance with Section 17.1. There shall be no "transfer fee" charged by the Lessor relative to a transfer hereunder, except as otherwise provided in Section 17.2 below.

17.1.4. Lessee shall pay Lessor the reasonable costs incurred by Lessor in conjunction with Lessor's review of any assignment hereunder, including instruments and other legal documents.

Any denial of consent by Lessor under this Section 17 shall be accompanied by a written explanation of the reasons for denial.

17.2. Transfer Fee. In consideration of Lessor's agreement to permit assignments and transfers under this Lease, Lessee shall pay to Lessor, upon each and every assignment (other than in connection with Financing or any partial assignment under Section 19.2), a transfer fee equal to FIFTY THOUSAND AND 00/100 DOLLARS (\$50,000.00) to be paid by the transferee in connection with such transfer; provided, however, Lessor agrees to waive such fee in connection with the first (1st) assignment following the Lease Effective Date. Such fee shall be due and payable to Lessor concurrently with the closing of each transfer and shall constitute Additional Rent hereunder. This obligation shall apply to all transfers during the Term of the Lease, regardless of the number of transfers. The foregoing fee shall be in addition to, and not in lieu of, any costs payable by Lessee for Lessor's review of assignment documents as provided in this Section.

18. Lessor acknowledges that Lessee shall have the right to vertically subdivide all or any portion of the Project into legally separate parcels of real property. Lessor agrees, at no cost to Lessor,

to cooperate with Lessee in accomplishing such vertical subdivision, including, but not limited to, by consenting to creation of master covenants to promote the integrated and/or mixed-use nature of the Project, and consenting to bifurcation of the leasehold interest granted this Lease Agreement from time to time to facilitate the development and operation of the various components of the Project. The form and substance of such lease bifurcation and master covenants shall be subject to the prior approval of Lessor, which approval shall not be unreasonably withheld, conditioned or delayed.

19. Lessor acknowledges that Lessee shall have the right to submit all or any portion of the Project and any improvements constructed thereon to condominium form of ownership pursuant to the "Condominium Act" as defined in Chapter 718 of the Florida Statutes, subject to the terms and conditions of the Lease, as amended hereby, by recordation of a Declaration of Condominium ("Declaration") among the Public Records of Broward County, Florida ("Submission"). In the event all or any portion of the Project shall be submitted by Lessee to condominium form of ownership, then in such event Florida Statute 718.401 (as same may exist from time to time), requires that the Lease include certain requirements which are hereby incorporated by reference into the Lease (except for those requirements not applicable in the case of the ground lessor being a political subdivision of the State of Florida). To the extent that the Division of Florida Land Sales, Condominiums and Mobile Homes ("Division") determines that there are any statutory or regulatory provisions applicable to the Project, then in such event the Lease shall be deemed automatically amended to incorporate such required provisions, and, upon written request of Lessee, Lessor shall execute any additional amendments or documents required by the Division. In addition, upon Submission, the following provisions shall automatically be incorporated into the Lease as if originally set forth therein:

19.1. Lessor shall have the right, prior to Submission, to examine and approve (such approval shall not be unreasonably withheld, delayed or conditioned) the Declaration, the Articles and By-Laws of the condominium association ("Association"), and the form of instrument by which Lessee will transfer individual leasehold condominium units (collectively hereinafter the "Condominium Documents"); provided, however, if Lessor does not provide Lessee with written objections to the Condominium Documents within twenty (20) days of delivery, Lessor shall be deemed to have approved the Condominium Documents.

19.2. Each leasehold condominium unit owner shall acquire by partial assignment from Lessee a leasehold interest hereunder, subject to the terms, provisions, and covenants of the Lease and the Condominium Documents (alternatively, at Lessee's option, the Association may acquire an assignment of the Lease on behalf of each leasehold condominium unit, or, both the Association and each unit owner shall acquire such assignment). The partial assignments of the Lease (and/or the assignment of the Lease to the Association, as the case may be) to accomplish the sale of leasehold condominium units shall not require the approval of Lessor pursuant to Section 17 of the Lease.

19.3. Lessee shall establish the Association to operate and administer the daily operations of the Project as subjected to condominium form of ownership. Upon Submission and the turnover of control of the Association from Lessee to the owners of all leasehold condominium units, the Association shall be responsible for undertaking and performing all obligations of Lessee pursuant to this Lease owed to the Lessor, including the payment of Rent, and Lessee shall be released from all of its obligations under the Lease. Upon Submission, all expenses of Lessee incurred under the Lease shall become common expenses to be shared amongst all leasehold condominium unit owners in the manner set forth in the Declaration. Upon Submission, Lessor shall not have a right of possession or control as to any portion of the Project subject to the Submission except after default, the expiration of applicable grace period and the exercise of Lessor's remedies pursuant to the Lease.

19.4. Lessor and Lessee agree to amend this Lease from time to time to the extent required by Florida Law or the Division or to the extent requested by Lessee to accommodate the sale of leasehold condominium units or to update the legal description of the Leased Property, provided said amendments do not materially and adversely affect the rights of Lessor and provided any expenses incurred in connection with any such amendments shall be paid by Lessee.

19.5. Residential Condominium Use Restriction. Notwithstanding the foregoing, Lessee agrees that, commencing on the date hereof and continuing thereafter throughout the remainder of the term of this Lease Agreement, the Project shall not be subjected to any form of ownership that enables the units to be individually titled and sold as separate, Residential Condominium Units. Notwithstanding the foregoing, nothing in this Lease Agreement shall preclude, prohibit, or restrict the creation of a Commercial Condominium on all, or any portion of, the Project. Furthermore, the restriction contained herein shall expressly exclude that certain existing condominium regime known as "New River Trading Post, A Condominium", created pursuant to that certain Declaration of Condominium, dated December 20, 2007 and recorded on December 28, 2007 in Official Records Book 44945, Page 1370, of the Public Records of Broward County, Florida.

20. SUCCESSORS IN INTEREST. The covenants and agreements contained in this Lease Agreement shall be binding on and inure to the benefit of the respective permitted successors and assigns of the parties whether by merger or otherwise. wherever used, the singular number shall include the plural, and the use of any gender shall be applicable to all genders.

21. NOTICES. All notices required by law and by this Lease Agreement to be given by one party to the other shall be in writing, and the same may be served as follows:

21.1. By certified mail, return receipt requested, to the following addresses:

Lessor: City Manager
CITY OF FORT LAUDERDALE
101 NE 3rd Avenue, Suite 2100
Fort Lauderdale, FL 33301

Lessee: NEW RIVER TRADING POST LTD.
c/o Alan Hooper
421 N. Andrews Ave.
Fort Lauderdale, FL 33301

Copy to: Jonathan S. Gelman, Esq.
401 East Las Olas Boulevard, Suite 2000
Fort Lauderdale, Florida 33301

or to such other addresses as the parties may by writing designate to the other party. The notice may also be served by personal delivery to Lessor or Lessee, or to the agent of Lessee in charge of the Leased Property.

21.2. The notice to any leasehold mortgagee, as provided in Section 10 will only be provided if such mortgagee has complied with the provisions of such Section.

22. ESTOPPEL CERTIFICATES. Lessor agrees that, at any time and from time to time during the Term of this Lease, within twenty (20) days after request by Lessee, Lessor will execute, acknowledge and deliver to any prospective purchaser, assignee, tenant, mortgagee or other person designated by Lessee, a certificate stating: (a) that this Lease Agreement is unmodified and in force and effect (or if there have been modifications, that this Lease Agreement is in force and effect as modified, and identifying the modification agreements); (b) confirming that the rent has been paid in full; (c) whether or not there is any existing default by either party hereto, and, if there is any such default, specifying the nature and extent thereof; (d) whether or not there are any setoffs, defenses, or counterclaims against enforcement of the obligations to be performed hereunder; (e) confirmation of any dates in connection with the Redevelopment Option, (f) whether the Redevelopment Option has been exercised hereunder; (g) confirmation whether the Build Requirement has been satisfied; and (h) any other information relating to this Lease Agreement reasonably requested by Lessee.

23. SPECIFIC COMPLIANCE WITH ENVIRONMENTAL LAWS. Lessee agrees to conduct its business operations in compliance with all Applicable Laws, including laws and regulations designed for the protection of the environment.

24. SEVERABILITY. If any Section, subsection, sentence, clause, provision, or part of this Lease Agreement shall be held invalid for any reason, the remainder of this Lease Agreement shall not be affected.

25. SUBROGATION. Lessor shall have the option, after sixty (60) days' prior written notice to Lessee and without waiving or impairing any of Lessor's rights, to pay any sum or perform any act required of Lessee under this Lease Agreement, and the amount of any such payment and the value of any such performance, together with interest on them, shall be secured by this Lease Agreement, and shall be promptly due and payable to Lessor as additional rent.

26. RIGHT TO CONTEST. Lessor or Lessee each respectively may, at its sole discretion and expense, after prior written notice to the other parties hereto, contest by appropriate action or proceeding conducted in good faith and with due diligence, the amount or validity or application, in whole or in part, of any lien, any payment of any taxes, assessments, impact fees or other public charges of a similar nature that may from time to time be levied upon or assessed by any appropriate governmental authority against Lessee, the Project (or any part thereof) or the Leased Property any other payment specifically identified in this Agreement, or compliance with any law, rule, regulation or other such legal requirement. Such proceeding shall suspend or toll the time frames required under this Lease Agreement for the execution or enforcement of such charge, payment or requirement. The party seeking the benefit of this Section shall have furnished to the other parties such security, if any, as may be required in such proceeding or as may be reasonably requested by the others, to protect the Project and the Leased Property and any part thereof, and any interest of such parties hereunder.

27. CONFORMITY TO LAW. Lessee acknowledges that the Leased Property and Building and Improvements to be constructed thereon are subject to all Applicable Law, and to provisions and restrictions governing land use and zoning, site and structure design, compliance with building, environmental and occupational codes as determined by the applicable governing entity or instrumentality having jurisdiction.

28. LICENSES AND PERMITS. Lessee shall, at its own expense, obtain all necessary permits, and pay all licenses, fees, and taxes required to comply with all Applicable Laws relative to development and operation to be conducted on the Leased Property in accordance with this Lease Agreement. Upon Lessor's written request, at reasonable intervals, Lessee agrees to provide Lessor with a copy of such permits and payments.

29. RADON GAS. Florida Statutes require that the following notification be given for real estate transactions of this type: "RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."

30. NO BROKER. With the exception of Colliers International Florida, LLC, which Lessee has agreed to fully compensate with no obligation to Lessor, Lessor and Lessee hereby represent and warrant,

each to the other, that they have not dealt with, any broker, finder or any other person, firm, corporation or other legal entity so as to create any legal right or claim of any kind or nature for a commission or similar fee or compensation with respect to or arising out of this Lease Agreement. To the extent permitted by law, specifically including Section 768.28, Florida Statutes, Lessor and Lessee hereby indemnify, to the extent provided by law, each other against, and agree to defend and hold each other harmless from, any liability or claim (and all expenses, including, without limitation, reasonable attorneys' fees, incurred in defending any such claim or in enforcing this indemnity) for a real estate brokerage commission or similar fee or compensation arising out of or in any way connected with any claimed dealings with the indemnitor and/or this Lease Agreement. The provisions of this Section shall survive the expiration or sooner termination of this Lease Agreement.

31. SUBORDINATION. Lessor hereby subordinates in favor of any leasehold mortgagee any right to a Lessor's lien against the furnishings, fixtures, machinery, equipment, furniture, inventory and/or any other items of personal property which is owned by Lessee, Lessee's successors and/or assigns or tenants, and now located or may hereafter be delivered or installed in or upon any of the Building and Improvements situated upon the Leased Property. This subordination is self-executing and no further evidence of the subordination must be produced. However, if requested by any leasehold mortgagee, Lessor shall execute and deliver a subordination agreement in the form reasonably required by such leasehold mortgagee within fifteen (15) business days of written request and the governing body of Lessor hereby authorizes and instructs the Authorized Representative to sign and deliver such subordination agreement when found not to be inconsistent with the purpose and intent of this Section.

32. DELAYS. In the event either party hereto is delayed in the performance of any act required hereunder by reason of an Unavoidable Delay, performance of such act shall be excused for the period of the Unavoidable Delay and the period for the performance of such act shall be extended for a period equivalent to the period of the Unavoidable Delay and all dates, time periods, deadlines as contained in the Project Development Schedule shall be extended by the time period caused by the delay.

33. TECHNICAL AMENDMENTS: SURVEY CORRECTIONS. In the event that due to minor inaccuracies contained herein or any Exhibit attached hereto or any other agreement contemplated hereby, or due to changes resulting from technical matters arising during the term of this Lease Agreement, the parties agree that amendments to this Lease Agreement required due to such inaccuracies, unforeseen events or circumstances which do not change the substance of this Agreement may be made and incorporated herein. The Authorized Representatives of Lessor and Lessee is authorized to approve such technical amendments on behalf of Lessor and Lessee, and is authorized to execute any required instruments, to make and

incorporate such amendment to this Lease Agreement or any Exhibit attached hereto or any other agreement contemplated hereby.

34. NO WAIVER OF SOVEREIGN IMMUNITY. Nothing contained in this Lease is intended to serve as a waiver of sovereign immunity by any agency, including Lessor, to which sovereign immunity may be applicable. Nothing herein shall be considered as a waiver of the limitations set forth in Section 768.28, Florida Statutes (2025), as amended. Notwithstanding any provisions of this Lease, the fee interest of the City may not be encumbered, attached or levied upon.

35. SCRUTINIZED COMPANIES. Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Lessee certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2025), as may be amended or revised, and that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2025), as may be amended or revised. The Lessor may terminate this Agreement at the Lessor's option if the Tenant is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2025), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2025), as may be amended or revised, or is engaged in a boycott of Israeli has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2025), as may be amended or revised.

36. PUBLIC ENTITY CRIME. As provided in Section 287.132-133, Florida Statutes, a person or affiliate who has been placed on the State of Florida convicted vendor list following a conviction for a public entity crime may not submit a bid for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. By entering into this Lease or performing any work in furtherance hereof, Lessee certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the Effective Date hereof. This notice is required by Section 287.133(3) (a), Florida Statutes (2025) as may be amended or revised.

37. ANTI-HUMAN TRAFFICKING. As a condition precedent to the effectiveness of this Agreement, Lessee shall provide Lessor with an affidavit signed by an officer or a representative of Lessee under penalty of perjury attesting that Lessee does not use coercion for labor

or services as defined in Section 787.06, Florida Statutes (2025), as may be amended or revised.

38. FINAL REPOSITORY. The parties mutually represent and warrant to each other that this Lease Agreement, consisting of Sections 1 through 38, inclusive, constitutes the final repository of the parties on its subject matter and may not be changed, modified, discharged or extended except by written instrument duly executed by the parties. The parties agree that no previous representations or warranties shall be binding upon either party nor has the execution of this Lease Agreement been induced on the part of any party except as expressed in writing in this Lease Agreement.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK - EXECUTION ON FOLLOWING PAGE]

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

WITNESSES:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida

Signature
Printed Name _____

By: _____
Dean J. Trantalis, Mayor

Address: _____

By: _____
Rickelle Williams, City Manager

Signature
Printed Name _____

Approved as to form and correctness:
Shari L. McCartney, City Attorney

Address: _____

By: _____
Shaun Amarnani, Asst. City Attorney

ATTEST:

David R. Soloman, City Clerk

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2025, by DEAN J. TRANTALIS, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale. He is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, by RICKELLE WILLIAMS, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale. She is personally known to me or has produced _____ as identification.

(SEAL)

Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

WITNESSES:

Signature
Printed Name _____

NEW RIVER TRADING POST LTD., a Florida
limited partnership

Address: _____

By: _____
Print Name:
Title:

Signature
Printed Name _____

Address: _____

STATE OF FLORIDA)
) SS. :
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2025, by _____, as _____ of NEW RIVER TRADING POST LTD., a Florida limited partnership, who is personally known to me or has produced _____ as identification and did take an oath.

(SEAL)

Notary Public, State of Florida

Typed, Printed or Stamped Name
Of Notary
My Commission Expires:

Commission Number

EXHIBIT A

LEASED PROPERTY

LEGAL DESCRIPTION

Parcel "A" of THE BAREFOOT MAILMAN, according to the plat thereof as recorded in Plat Book 152, Page 32, of the Public Records of Broward County, Florida.

SAID LANDS NOW DESCRIBED AS FOLLOWS:

All of the Units in NEW RIVER TRADING POST, A CONDOMINIUM, together with an undivided interest in the common elements, according to the Declaration of Condominium thereof recorded in Official Record Book 44945, Page 1370, as amended from time to time, of the Public Records of Broward County, Florida.

EXHIBIT B**RENT AND PAYMENT SCHEDULE**

	Rent and Payment Schedule
CALENDAR YEAR	
2058	\$1,342,223.19
2059	\$1,369,067.65
2060	\$1,396,449.01
2061	\$1,424,377.99
2062	\$1,452,865.55
2063	\$1,481,922.86
2064	\$1,511,561.31
2065	\$1,541,792.54
2066	\$1,572,628.39
2067	\$1,604,080.96
2068	\$1,636,162.58
2069	\$1,668,885.83
2070	\$1,702,263.55
2071	\$1,736,308.82
2072	\$1,771,034.99
2073	\$1,806,455.69
2074	\$1,842,584.81
2075	\$1,879,436.50
2076	\$1,917,025.23
2077	\$1,955,365.74
2078	\$1,994,473.05
2079	\$2,034,362.52
2080	\$2,075,049.77
2081	\$2,116,550.76
2082	\$2,158,881.78
2083	\$2,202,059.41
2084	\$2,246,100.60
2085	\$2,291,022.61
2086	\$2,336,843.06
2087	\$2,383,579.93
2088	\$2,431,251.52
2089	\$2,479,876.55
2090	\$2,529,474.09
2091	\$2,580,063.57

2092	\$2,631,664.84
2093	\$2,684,298.14
2094	\$2,737,984.10
2095	\$2,792,743.78
2096	\$2,848,598.66
2097	\$2,905,570.63
2098	\$2,963,682.04
2099	\$3,022,955.68
2100	\$3,083,414.80
2101	\$3,145,083.09
2102	\$3,207,984.75
2103	\$3,272,144.45
2104	\$3,337,587.34
2105	\$3,404,339.08
2106	\$3,472,425.87
2107	\$3,541,874.38
2108	\$3,612,711.87
2109	\$3,684,966.10
2110	\$3,758,665.43
2111	\$3,833,838.73
2112	\$3,910,515.51
2113	\$3,988,725.82