

**LEASE AGREEMENT**

**BY AND BETWEEN**

**CITY OF FORT LAUDERDALE, a Florida Municipal Corporation  
("TENANT")**

**AND**

**CYPRESS CORPORATE CENTER LLC  
("LANDLORD")**

**PROPERTY LOCATED AT  
1901 WEST CYPRESS CREEK ROAD, SUITE 500  
FT. LAUDERDALE, FLORIDA**

**BASIC LEASE INFORMATION**

A. Building:	1901 West Cypress Creek Road Fort Lauderdale, Florida 33309
B. Premises:	Suite 500
C. Term:	Thirty six (36) months commencing on the Rent Commencement
D. Rentable Area	estimated to be approximately 9,378
E. Base Rent	\$15.00 per square foot, increasing three percent (3%) per annum throughout the Lease Term commencing on the Rent Commencement Date; Tenant shall prepay Rent for the first month of the Term upon execution of this Lease (See Section 2.01).
F. Tenant's Proportionate Share	Projected to be equal to an additional \$12.25 per square foot per month in Additional Rent for the balance of 2023. Tenant's proportionate share will be [6.65%] of 141,000 gross square footage.
G. Rent Commencement Date:	See Section 2.01
H. Permitted Use:	General office use and as an administrative office. Governmental or municipal use shall be permitted. See Section 1.02(A).
I. Security Deposit:	None
J. Parking:	See Section 1.02(C)
K. Broker:	Landlord's: HS Capital Fund, Inc. Tenant's: Colliers
L. Landlord's Notice Address:	Cypress Corporate Center LLC 1901 West Cypress Creek Road, Suite 102 Fort Lauderdale, Florida 33309  With a copy to:  Carlton Fields, P.A. 700 N.W. 1st Avenue, Suite 1200 Miami, Florida 33136 Attn: Matthew H. Jacobson, Esq.
M. Tenant's Notice Address:	City of Fort Lauderdale

	1 E Broward Boulevard, Suite 444 Fort Lauderdale, Florida 33301
N. Address for Rent Payments:	Cypress Corporate Center LLC 1901 West Cypress Creek Road, Suite 102 Fort Lauderdale, Florida 33309
O. Option to Renew:	See Section 1.03(B)
P. Landlord Work	See Exhibit F

**Exhibits included herein:**

**Exhibit A –Floor Plan**

**Exhibit B – Legal Description**

**Exhibit C – Rules and Regulations**

**Exhibit D – Allotted Parking Area**

**Exhibit E –Landlord’s Work Letter**

The foregoing Basic Lease Information is hereby incorporated into and made a part of the Lease identified above. In the event of any conflict between any Basic Lease Information and the Lease, the Lease shall control.

**LEASE AGREEMENT**

**THIS LEASE AGREEMENT** (this "**Lease**") is made and entered into as of the \_\_\_ day of November 2023 by and between **CYPRESS CORPORATE CENTER LLC**, a Florida limited liability company, ("**Landlord**") and **CITY OF FORT LAUDERDALE**, a Florida municipal corporation ("**Tenant**" a Florida municipal corporation or "**City**"). Landlord and Tenant shall each be known hereunder as a "**Party**" and collectively as the "**Parties**". Pursuant to F.S. 286. 23, Landlord shall disclose the beneficial interest of Landlord in accordance with the requirements of the statute.

**ARTICLE I.**  
**BASIC LEASE PROVISIONS**

**1.01 Premises, Landlord's Work & Tenant's Work**

A. Landlord, for and in consideration of the rents, covenants and agreements hereafter reserved and contained on the part of Tenant to be observed and performed, the receipt and sufficiency of which are hereby acknowledged, hereby demises and leases to Tenant, and Tenant rents from Landlord, the Premises (the "**Premises**") known as Suite 500, as more particularly shown on the floor plan annexed hereto as **Exhibit A** in the building (the "**Building**"), commonly known as Cypress Executive Center located at 1901 West Cypress Creek Road, Ft. Lauderdale, Florida 33309 pursuant to the terms and conditions of this Lease. The Building and the outdoor parking facility (the "**Parking Facility**"), which are located on the land (the "**Land**"), which is legally described on **Exhibit B** together with all common areas not specifically made a part of the Building or the Parking Facility, and all easements, air rights, development rights, parking facilities and other improvements from time to time located thereon or related thereto are hereinafter collectively referred to as the "**Property**."

The Parties agree that for purposes of this Lease, Suite 500 of the Premises consists of approximately 9,378 rentable square feet, and is located on the fifth floor of the Building, and the Building is deemed to consist of 141,000 rentable square feet, and in no event will the designation of such deemed rentable square feet constitute or imply any representation or warranty by Landlord as to the actual size of any floor or other portion of the Building, including the Premises.

B. Subject to Landlord's obligation to perform Landlord's Work, Tenant will accept the Premises on the Delivery Date (as hereafter defined in Section 2.01), in "AS-IS" condition, and, except as expressly provided herein, Landlord will have no obligation to do any work or perform any installations to prepare the Premises for Tenant's occupancy or use. Tenant hereby certifies that it has inspected the Premises and accepts the Premises in its existing condition as of the Effective Date, **THE TAKING OF POSSESSION OF THE PREMISES BY TENANT SHALL BE DEEMED CONCLUSIVELY TO ESTABLISH TENANT'S UNDERSTANDING AND AGREEMENT THAT TENANT IS THEREUPON ACCEPTING THE PREMISES "AS IS," AND, TO THE EXTENT ALLOWED BY LAW, TENANT HEREBY WAIVES ANY AND ALL RIGHTS AND PROTECTIONS AS MIGHT OTHERWISE BE AFFORDED TENANT AT LAW OR OTHERWISE CONCERNING THE CONDITION OF THE BUILDING OR THE PREMISES OR OF ANY BUILDINGS OR IMPROVEMENTS THEREON EXCEPT AS MAY BE OTHERWISE EXPRESSLY SET FORTH HEREIN.**

C. **Landlord's Work**. At Landlord's sole cost and expense (except as otherwise specifically set forth herein), Landlord shall deliver the Premises to Tenant in accordance with the Landlord's Work Letter set forth on **Exhibit E** attached hereto (including with respect to **Exhibit E-1** and **Exhibit E-2**) ("**Landlord's Work**"). Other than the items expressly set forth in the Landlord Work Letter and herein, Landlord shall have no obligation to perform or pay for any other work performed with regard to any buildout or alterations of the Premises

D. Tenant's Work. Tenant will, at Tenant's sole cost and expense, prepare the Premises for the intended use. Tenant's Work will be performed and paid for exclusively by Tenant. Tenant may begin its installation of any Landlord-approved, IT (Information Technology) and for other purposes such as security and administrative support in the Premises prior to the Delivery Date, so long as such installation does not cause a nuisance with respect to any other tenants in the Building. If Tenant's IT is being installed prior to the Delivery Date, Tenant shall request and coordinate any installation of its IT with Landlord (and Landlord's agents or contractors, if applicable), and Landlord may, in its reasonable discretion, decline to permit Tenant's request.

## 1.02 Permitted Use, Common Areas, Parking

### A. Permitted Use

Tenant shall use the Premises solely for governmental, general office use and as an administrative office ("Permitted Use"), and for no other use or purpose. Tenant agrees not to use or permit the use of the Premises for any purpose other than the Permitted Use or for any activity which is illegal, dangerous to life, limb or property or which, in Landlord's reasonable opinion, creates a nuisance or negatively affects the Building or which would increase the cost of insurance coverage with respect to the Building. Tenant shall not at any time knowingly suffer the Premises to be used or occupied in violation of (i) the certificate of occupancy issued for the Premises or for the Building, (ii) any of the provisions of this Lease, (iii) zoning ordinances, and rules and regulations of any governmental or quasi-governmental authorities having jurisdiction, or (iv) such conditions, restrictions and other encumbrances to which the Building or any part thereof is subject. Except for any certificate of occupancy that may be required after completion of Landlord's Work, if any, Tenant shall be solely responsible for securing and maintaining any and all approvals and permits (collectively, "Approvals") required for Tenant's Permitted Use hereunder and Landlord, at no cost or liability to Landlord, will cooperate with Tenant in securing any such Approvals. Landlord will cooperate in all reasonable respects in connection with governmental approval applications made by Tenant with respect to the Premises (including in connection with the execution and delivery of any documents required) subject to the reasonable discretion of Landlord (such approval not to be unreasonably withheld, conditioned or delayed), but the expense of the application(s) and approval(s) shall be borne by the Tenant.

### B. Common Areas

Landlord hereby grants to Tenant for the Term (as hereafter defined in Section 1.03) of this Lease and any extensions thereof, the right to use in common with others entitled thereto, the common areas, service roads, loading facilities, common area restrooms, the elevators and lobby on office floors in the Building and sidewalks and visitor parking areas as may be provided from time to time by Landlord, as such common areas now exist or as common areas may hereinafter be constructed, and other facilities as may be designated from time to time by Landlord (collectively, the "Common Areas") subject, however, to the terms and conditions of this Lease and the Rules and Regulations (as hereafter defined), for the use thereof as prescribed and amended from time to time by Landlord. Notwithstanding the foregoing, the Common Areas and Building common areas shall at all times be subject to the exclusive control and management of Landlord, and Landlord shall have the right, but not the obligation, to construct, maintain and operate lighting facilities on all said areas and improvements, and to police the same; from time to time to change the area, level, location and arrangement of parking areas and other facilities herein above referred to; and to restrict parking by tenants, their officers, agents and employees to employee parking areas, provided, however, that Landlord shall take all reasonable steps to insure that any action taken in conjunction with this subsection shall not materially interfere with Tenant's use of the Premises. Tenant will not be entitled to any abatement of rent because of such renovations and waives the right to make any unreasonable claims or liability against Landlord related to or allegedly caused by or associated with

Landlord's repair, renovation, or control over the Common Areas.

### C. Parking

Landlord shall designate specific parking spaces in the Parking Facility for the exclusive use of a particular tenant or tenants and to institute reasonable procedures to enforce such rights. Tenant's visitors will have the right, at no cost to Tenant, to park in the portion of the Parking Facility designated for visitors' unreserved parking. Tenant will have the right to use, along with other tenants, invitees, or guests at the Building, eighty (80) parking spaces under this Lease for the Premises (the "**Allotted Parking**") in an area designated for unreserved parking for Building tenants which is identified on **Exhibit D** attached hereto along with three (3) reserved parking spaces ("**Reserved Parking**"). Provided a monetary Event of Default by Tenant has not occurred, Landlord shall not have the right to terminate Tenant's parking rights to the spaces in the Allotted Parking.

In the event there are additional spaces available in the Parking Facility beyond Tenant's Allotted Parking, Tenant may utilize such additional spaces on a non-exclusive basis (the "**Permissive Parking**"), unless such utilization interferes with Landlord's operation of the Building or interferes with other tenants of the Building (including their employees, guests, or invitees). Tenant acknowledges and understands that Tenant's Allotted Parking is based on the square footage of the Premises, and that governmental laws, ordinances, or regulations may govern the amount of parking required at any given location, which directly relates to the amount of space Landlord can lease. Tenant further acknowledges and understands that Landlord must have available parking to offer other tenants (including their employees, guests, or invitees) and Tenant does not have an exclusive right to use the Parking Facility and Landlord may revoke Tenant's right to use the Permissive Parking in its reasonable discretion by providing at least a thirty days advance written notice. Landlord's right to revoke the Permissive Parking in its reasonable discretion is a necessary and material inducement to Landlord's agreement to allow Tenant to utilize the Permissive Parking as set forth herein, and without such revocation right Landlord would not agree to Tenant's use of the Permissive Parking.

Tenant's right to use, and its right to permit its principals and guests to use, the Parking Facility pursuant to this Lease are subject to the following conditions: (i) Landlord has made no representations or warranties with respect to the parking area, the number of spaces located therein or access thereto except as specifically set forth herein (iii) Landlord has no obligation to provide a parking area attendant and Landlord shall have no liability on account of any loss or damage to any vehicle or the contents thereof, Tenant hereby agreeing to bear the risk of loss for same; (iv) Tenant, its agents, employees and invitees, shall park their automobiles and other vehicles only where and as designated from time to time by Landlord within the parking area; (Notwithstanding the foregoing, Landlord's inability to provide the number of Permissive Parking as set forth herein shall not be considered a breach of this Lease.

Landlord may issue to Tenant a parking sticker or tag, which will authorize parking of a vehicle on which the sticker or tag is displayed, or Landlord may provide a reasonable alternative means of identifying and controlling vehicles authorized to be parked in the section designated for tenants' parking. Landlord may make, modify and enforce the Rules and Regulations relating to the parking of vehicles at the Parking Facility, and the assignment of parking privileges therein, and Tenant will abide by such rules and regulations. No vehicles other than automobiles and pickup trucks will be permitted in the Parking Facility.

### D. Parking Facility Access.

Landlord shall provide access to the Parking Facility for Tenant and its invitees, such access to be controlled in such manner as Landlord, in its sole discretion, deems appropriate and may, at Landlord's election, include access only to persons holding authorized card keys, or other procedure as reasonably determined by Landlord. Landlord will have no liability to Tenant, its employees, agents, invitees or

licensees for losses due to theft or burglary or for damages done by unauthorized persons to the Property, and Landlord will not be required to insure against any such losses.

Tenant and Tenant's employees, agents, contractors and invitees shall cooperate fully in any of Landlord's efforts to maintain safety measures at the Property, including the Parking Facility.

E. Compliance with Laws and Rules of Building

Tenant shall comply with all laws, ordinances, orders, rules and regulations (state, federal, municipal and other agencies or bodies having any jurisdiction over the Premises) (collectively, "Laws"), which include, but are not limited to the Americans with Disabilities Act ("ADA"), any law pertaining to Hazardous Materials as described in Section 19.07, medical waste as described in Section 19.08, or any other law relating to the environment or relating to the use, condition or occupancy of the Premises. Tenant will also comply with Laws with respect to Tenant's Work and any alterations made by Tenant to the Premises, provided, however, that Landlord shall insure that all of Landlord's Work substantially complies with all applicable Laws related to the Premises, including the ADA.

Tenant shall comply and shall use commercially reasonable efforts to cause its employees, agents, and invitees to comply with the Rules and Regulations of the Building adopted by Landlord from time to time (collectively, the "Rules and Regulations"). The Rules and Regulations in effect as of the date hereof are set forth in Exhibit C hereof. Use by Tenant and its employees and agents of the Parking Facility and parking areas in the vicinity of the Building in which the Premises are located shall be subject to such Rules and Regulations governing use as Landlord may from time to time prescribe, including the designation of specific areas in which automobiles owned by Tenant, its employees and agents, shall be parked. Landlord shall at all times enforce the rules and regulations promulgated herein in a non-discriminatory manner.

1.03 Term; Options to Renew

A. This Lease shall be effective on the date ("Effective Date") of the later to sign of Landlord or Tenant, provided an executed copy of this Lease is thereafter delivered to the other party. The initial term (the "Initial Term") of this Lease will commence on the Rent Commencement Date (as hereafter defined) and expire on the date which is three (3) years thereafter (the "Expiration Date"), unless sooner terminated as provided herein. As used in this Lease, "Term" means the Initial Term and any extension thereof.

B. Option(s) to Renew. Provided Tenant is not in default of any provision of this Lease at the time of exercise, and has not defaulted on the payment of any Rent more than once during the term of this Lease, Landlord hereby grants Tenant two (2) options (each a "Renewal Option") to simultaneously extend this Lease for an additional twelve (12) months (each a "Renewal Term"). Tenant's exercise of a Renewal Option shall be for the entirety of the Premises only. Tenant must exercise the applicable Renewal Option by providing Landlord with written notice no less than one-hundred eighty (180) days prior to the Expiration Date. During the Renewal Term, Base Rent for the Premises shall be three percent (3%) above the Base Rent assessed as of the expiration of the Initial Term of the Lease (or the first Renewal Term, as applicable).

ARTICLE II.  
RENT

2.01 Rent Commencement Date

From and after the Rent Commencement Date, as rental for the lease and use of the Premises, Tenant

will pay Landlord, at Landlord's address set forth herein, or at such other address as Landlord may from time to time designate, without demand and without deduction, abatement or set-off, the Rent (including without limitation Base Rent and Tenant's Proportionate Share) set forth below, which sum shall be due and payable, in equal monthly installments, on or before the first day of each calendar month, in advance, for each and every month in the term of this Lease, in lawful money of the United States.

**"Delivery Date"** or **"Rent Commencement Date"** shall mean the Substantial Completion Date.

## **2.02 Base Rent**

Subject to the last sentence of Section 2.01 hereof and the provisions hereof, commencing on the Rent Commencement Date, Tenant agrees to pay during each month of the Lease Term as Base Rent ("**Base Rent**") for the Premises the sum of \$15.00 per square foot, which shall increase annually during the Term by three percent (3%) every twelve (12) months following the Rent Commencement Date. As a governmental entity, Tenant is exempt from paying sales taxes and will provide a copy of its Certificate of Exemption if requested.

Except as expressly provided to the contrary herein, Base Rent shall be payable in consecutive monthly installments, in advance, without demand, deduction or offset, commencing on the Commencement Date and continuing on the first day of each calendar month thereafter until the expiration of the Lease Term. The first full monthly installment of Base Rent and sales tax thereon shall be payable upon Tenant's execution of this Lease and shall be applied to Base Rent for the first (1st) month of the Initial Term. The obligation of Tenant to pay Rent and other sums to Landlord and the obligations of Landlord under this Lease are independent obligations. If the Commencement Date is a day other than the first day of a calendar month, or the Lease Term expires on a day other than the last day of a calendar month, then the Rent for such partial month shall be calculated on a per diem basis. In the event Landlord delivers possession of the Premises to Tenant prior to the Commencement Date, Tenant agrees it shall be bound by and subject to all terms, covenants, conditions and obligations of this Lease during the period between the date possession is delivered and the Commencement Date, other than the payment of Base Rent, in the same manner as if delivery had occurred on the Commencement Date.

If the Rent Commencement Date does not occur on the first day of a calendar month, the Rent for the first partial calendar month will be prorated based on the actual number of days within such calendar month after the Rent Commencement Date, and paid on the Rent Commencement Date. If the Term expires or is terminated on a day which is not the last day of the calendar month, the Rent for the final partial calendar month that the Rent is due will be prorated based on the actual number of days within such calendar month prior to the end of the Term.

All of Tenant's monetary obligations set forth in this Lease are subject to and conditioned on the annual budget and appropriation therefor by Tenant's governing body, to wit, the City Commission of the City of Fort Lauderdale, Florida; it being understood and agreed that, in the event the City Commission of the City of Fort Lauderdale, Florida does not appropriate the funds necessary to satisfy the monetary obligations of Tenant for any fiscal year, then Tenant shall have the right to terminate this Lease upon thirty (30) days written notice to Landlord ("**Annual Appropriation Termination**"). In the event Tenant elects to terminate the Lease pursuant to the provisions hereof, in connection with such Annual Appropriation Termination, Tenant shall pay to Landlord: (x) a termination fee equal to three (3) months Base Rent; and (y) the unamortized portion of any leasing commissions and brokerage fees paid by Landlord in connection with the Lease, whereupon the Lease shall terminate except for those provisions which specifically survive termination.



Tenant's obligation to payment rent, interest and late payments is subject to the provisions of Florida's Prompt Payment Act.

### **2.03 Tenant's Proportionate Share of Operating Expenses and Taxes**

(a) Commencing on the Rent Commencement Date, Tenant shall pay to Landlord each month as additional rent ("**Additional Rent**") an amount equal to Tenant's Proportionate Share (defined below) of Operating Expenses and Taxes, together with sales tax thereon. For the avoidance of doubt, Additional Rent shall constitute all other payments and charges due to be paid by Tenant or advanced by Landlord to be paid by Tenant in connection with this Lease excluding Base Rent.

(b) "**Tenant's Proportionate Share**" is 9,378 square feet of the total gross square footage of 141,000. Tenant's Proportionate Share is approximately [6.65%] of total building square footage.

(c) "**Operating Expenses**" means all costs, expenses and obligations incurred or payable by Landlord in connection with the operation, ownership, management, repair or maintenance of the Building and the Land (together, the "**Project**") during or allocable to the Term, including without limitation any and all ground lease expenses concerning the Project, provided however the following items shall be excluded from Operating Expenses:

(1) leasing commissions, attorneys' fees, costs and disbursements and other expenses incurred in connection with leasing, renovating or improving vacant space in the Project for tenants other than Tenant or prospective tenants of the Project;

(2) costs (including permit, license and inspection fees) incurred in renovating or otherwise improving or decorating, painting or redecorating space for tenants other than Tenant;

(3) all items and services for which Tenant or other tenants reimburse Landlord outside of Operating Expenses;

(4) repairs or other work occasioned by fire, windstorm or other work paid for through insurance or condemnation proceeds (excluding any deductible);

(5) legal expenses incurred for (i) negotiating lease terms for prospective tenants, (ii) negotiating termination or extension of leases with existing tenants, (iii) proceedings against any other specific tenant relating solely to the collection of rent or other sums due to Landlord from such tenant;

(6) wages, salaries and benefits for employees above the level of Building manager or any other general and administrative overhead of Landlord;

(7) interest, principal, points and fees on debts or amortization on any mortgage or mortgages or any other debt instrument encumbering the Building or the Project;

(8) costs incurred with respect to a sale of all or any portion or interest in the Building, directly or indirectly, and any financing or refinancing costs; AND,

(9) the cost of any repairs, alterations, additions, improvements, changes, replacements or other items which under generally accepted accounting principles are properly classified as capital expenses, unless Tenant is responsible to maintain such improvements or make such repairs hereunder. (10) Landlord income taxes

Notwithstanding the foregoing, Tenant's Proportionate Share of Operating Expenses shall not extend to and Tenant shall not have any obligation for its proportionate share with respect to any janitorial services concerning the inside of the Premises (expressly excluding janitorial services concerning the Building and Common Areas). Tenant has or will from time to time enter into one or more agreements with vendors for janitorial services concerning the interior of Premises at its expense. Notwithstanding anything to the contrary contained herein, Tenant's Proportionate Share of Operating Expenses which are Controllable Operating Expenses (as hereinafter defined) shall not increase in any calendar year by more than a compounded three percent (3%), with Operating Expenses for any portion of the Lease Term which is less than a full calendar year to be calculated as if Tenant were a tenant paying Operating Expenses for a full calendar year and then pro-rated for such partial year. For purposes hereof, the term "**Controllable Operating Expenses**" shall mean all Operating Expenses, except for Taxes and assessments, insurance premiums, utility costs and charges, costs of janitorial services and costs of compliance resulting from changes in applicable laws, rules, regulations and ordinances occurring subsequent to the Effective Date, as to all of which there shall not be any annual limit on increases.

(d) "**Taxes**" shall mean all taxes (ad valorem and otherwise); assessments, and governmental charges whether federal, state, county, or municipal, and whether by taxing districts or authorities presently taxing the Building or by others, subsequently created or otherwise, and any other taxes (other than federal and state income taxes) and assessments attributable to any portion of the Building or its operation or any Rent or any personal property in connection with the operation of the Building, and any reasonable consultants and legal fees incurred with respect to issues, concerns or appeals involving the taxes or the Building. Tenant's share of real taxes will be calculated based on the maximum discount, and in the event any special assessment may be paid installment payments, then Landlord will pay such special assessment in installments, provided there is no penalty, interest charge or surcharge in doing so.

(e) Operating Expenses for any calendar year during which actual occupancy of the Project is less than one hundred percent (100%) of the Rentable Area of the Project shall be appropriately adjusted to reflect one hundred percent (100%) occupancy of the existing Rentable Area of the Project during such period. In determining Operating Expenses, if any services or utilities are separately charged to tenants of the Project or others, Operating Expenses shall be adjusted by Landlord to reflect the amount of expense which would have been incurred for such services or utilities on a full time basis for normal Project operating hours. Prior to the commencement of each calendar year of the Lease Term following the Commencement Date, Landlord shall give to Tenant a written estimate of Tenant's Proportionate Share of Operating Expenses, if any, for the Project for the ensuing year. Tenant shall pay such estimated amount to Landlord in equal monthly installments, in advance on the first day of each month. Within a reasonable period after the end of each calendar year, Landlord shall furnish Tenant a statement indicating in reasonable detail the excess of Operating Expenses over Operating Expenses for such period, and the parties shall, within thirty (30) days thereafter, make any payment or allowance necessary to adjust Tenant's estimated payments to Tenant's actual share of such excess as indicated by such annual statement. Any payment due Landlord shall be payable by Tenant within thirty (30) days of written demand from Landlord outlining the amount due. Any amount due Tenant shall be credited against installments next becoming due under this Section or refunded to Tenant, if requested by Tenant.

(f) All capital levies or other taxes assessed or imposed on Landlord upon the rents payable to Landlord under this Lease and any excise, transaction, sales or privilege tax, assessment, levy or charge measured by or based, in whole or in part, upon such rents from the Premises and/or the Project or any portion thereof shall be paid by Tenant to Landlord monthly in estimated installments or upon demand, at the option of Landlord, as Additional Rent to be allocated to monthly Operating Expenses.

(g) Tenant shall pay ten (10) days before delinquency, all taxes and assessments (i) levied against any personal property, Alterations, tenant improvements or trade fixtures of Tenant in or about the Premises, (ii) based upon this Lease or any document to which Tenant is a party creating or transferring an

interest in this Lease or an estate in all or any portion of the Premises, and (iii) levied for any business, professional, or occupational license fees. If any such taxes or assessments are levied against Landlord or Landlord's property or if the assessed value of the Project is increased by the inclusion therein of a value placed upon such personal property or trade fixtures, Tenant shall upon demand reimburse Landlord for the taxes and assessments so levied against Landlord, or such taxes, levies and assessments resulting from such increase in assessed value. To the extent that any such taxes are not separately assessed or billed to Tenant, Tenant shall pay the amount thereof as invoiced to Tenant by Landlord.

(h) Any delay or failure of Landlord in (i) delivering any estimate or statement described in this Section or (ii) computing or billing Tenant's Proportionate Share of Operating Expenses and Taxes shall not constitute a waiver of its right to require an increase in Rent, or in any way impair the continuing obligations of Tenant under this Section. In the event of any dispute as to any Additional Rent due under this Section, Tenant, an officer of Tenant or Tenant's certified public accountant (but (a) in no event shall Tenant hire or employ an accounting firm or any other person to audit Landlord as set forth under this Paragraph who is compensated or paid for such audit on a contingency basis and (b) in the event Tenant hires or employs an independent party to perform such audit, Tenant shall provide Landlord with a copy of the engagement letter) shall have the right after reasonable notice and at reasonable times to inspect Landlord's accounting records at Landlord's accounting office. If, after such inspection, Tenant still disputes such Additional Rent, upon Tenant's written request therefor, a certification as to the proper amount of Operating Expenses and the amount due to or payable by Tenant shall be made by an independent certified public accountant mutually agreed to by Landlord and Tenant. Such certification shall be final and conclusive as to all parties. If the certification reflects that Tenant has overpaid Tenant's Proportionate Share of Operating Expenses and Taxes for the period in question, then Landlord shall credit such excess to Tenant's next payment of Operating Expenses or, at the request of Tenant, promptly refund such excess to Tenant and conversely, if Tenant has underpaid Tenant's Proportionate Share of Operating Expenses and Taxes, Tenant shall promptly pay such additional Operating Expenses and Taxes to Landlord. Tenant agrees to pay the cost of such certification and the investigation with respect thereto unless it is determined that Landlord's original statement was in error in Landlord's favor by more than five percent (5%). Tenant waives the right to dispute any matter relating to the calculation of Operating Expenses or Additional Rent under this Paragraph 3 if any claim or dispute is not asserted in writing to Landlord within one hundred eighty (180) days after delivery to Tenant of the original billing statement with respect thereto.

(i) Even though the Term has expired and Tenant has vacated the Premises, when the final determination is made of Tenant's Proportionate Share of Operating Expenses and Taxes for the year in which this Lease terminates, Tenant shall immediately pay any increase due over the estimated Operating Expenses and Taxes paid, and conversely, any overpayment made by Tenant shall be promptly refunded to Tenant by Landlord.

(j) The Base Rent, Additional Rent, late fees, and other amounts required to be paid by Tenant to Landlord hereunder (including the excess Operating Expenses) are sometimes collectively referred to as, and shall constitute, "Rent".

(k) To the extent Landlord receives a refund or reduction in Taxes with respect to any calendar year, Landlord shall refund (or credit) Tenant with Tenant's Proportionate Share thereof. Landlord represents and warrants to Tenant that no tax appeals are currently being prosecuted with respect to the Project, nor are there any existing tax abatements or incentive programs affecting Taxes attributable to the Project. All Rent shall be payable in lawful money of the United States of America drawn on a financial institution with an office in the United States of America.

Landlord shall have the right (but in no event any obligation whatsoever) to make any expenditure for which Tenant is liable under this Lease after 10 days' written notice to Tenant, or as may otherwise be provided in this Lease, and in the event of such expenditure by Landlord, the amount thereof shall be

deemed Additional Rent due and payable by Tenant with the succeeding installment of Rent (unless some other date is expressly provided herein for payment of such amount), together with interest thereon, at the highest rate allowable by applicable law.

This Section 2 will survive the expiration or earlier termination of this Lease but shall expire upon expiration of the statute of limitations.

### **ARTICLE III.** **UTILITIES AND SERVICES**

#### **3.01 Electricity and other Services**

Landlord shall furnish to the Premises electricity, water, and year-round ventilation and air-conditioning during normal hours as set forth in Section 3.02, provided however that on the Delivery Date and otherwise during the Term, Tenant shall be responsible to pay for all electricity bills and charges in connection with or relating to the Premises. Tenant covenants that at no time will its use of electrical energy in the Premises exceed the capacity of the existing feeders or wiring installations, including any risers or other electrical equipment and appliances then serving the Premises. Tenant's use of electrical and heating, ventilating, water, and air conditioning services furnished by Landlord shall not exceed, either in voltage, rated capacity, use, or overall load, that which Landlord deems to be standard for the Building. If Tenant requests permission to consume electrical or heating, water, ventilating, and air conditioning services in excess of Building standard levels, all costs associated with the additional usage shall be paid by Tenant as Additional Rent on a pass through basis as outlined in Section 3.02 below. Without Landlord waiving any of the obligations of Tenant to comply with the standard usage set forth in this section, in furtherance of complying with the standard usage, and because Tenant has control over the thermostat in the Premises, Tenant agrees that it shall ensure the thermostat is turned to no less than seventy-four (74) degrees Fahrenheit outside of Work Hours. For purposes of this provision "**Work Hours**" shall mean 7:00 a.m. to 9:00 p.m. on Monday through Friday (excluding legal holidays) and 7:00 a.m. to 1:00 p.m. on Saturdays. Landlord will provide janitorial service to the Premises five (5) days per week, exclusive of holidays.

#### **3.02 Normal Hours**

The services and utilities required to be furnished by Landlord shall be provided seven days a week, twenty-four hours a day every day of the year. The normal hours of operation of the Building will be 7:00 a.m. to 6:00 p.m. on Monday through Friday (except legal holidays) and 7:00 a.m. to 1:00 p.m. on Saturdays. There will be no normal hours of operation of the Building on Sundays or legal holidays and Landlord shall not be obligated to maintain or operate the Building. Tenant will be provided access to the Premises during non-business hours.

#### **3.03 Interruptions**

Tenant shall be entitled to an abatement in Rent as a result of Landlord's failure or inability to furnish any of the utilities or services required to be furnished by Landlord hereunder, resulting from a Force Majeure event outside of Landlord's control such as breakdown, removal from service for maintenance or repairs, strikes, scarcity of labor or materials, acts of God, or governmental requirements, but such abatement of Rent shall not exceed a period of twenty (20) calendar days per instance. No such failure or inability of Landlord to furnish the utilities or services required hereunder shall be deemed or considered to be or constitute an eviction, actual or constructive, of the Tenant from the Premises, nor shall it entitle Tenant to terminate this Lease or to receive an abatement of any rent payable hereunder.

### **3.04 Energy Conservation Control**

Tenant shall comply with all mandatory and voluntary energy conservation controls and requirements applicable to the Building that are imposed or instituted by any federal, state or local governmental body, including, without limitation, controls on the permitted range of temperature settings in buildings, and requirements necessitating curtailment of the volume of energy consumption or the hours of operation of the Building. Any terms or conditions of this Lease that conflict or interfere with compliance with such controls or requirements shall be suspended for the duration of such controls or requirements. Tenant's compliance with such controls or requirements shall not be deemed or considered to be or constitute an eviction, actual or constructive, of the Tenant from the Premises, nor shall such compliance entitle Tenant to terminate this Lease or to receive an abatement of any rent payable hereunder.

### **3.05 Keys and Locks**

Landlord will furnish Tenant with two (2) keys for the Premises. All such keys shall remain the property of Landlord. Tenant will install no additional locks on any outside door of the Premises without Landlord's permission, however, in the event of an emergency, Landlord may use any and all means which Landlord may deem proper to open any door of the Premises (inside or outside) in an emergency in order to obtain entry to the Premises, and any entry to the Premises (or portion thereof) obtained by Landlord by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into or a detainer of the Premises or an eviction, actual or constructive, of Tenant from the Premises, or any portion thereof. If applicable, Landlord will also furnish Tenant with fob entry devices for access to the building and the elevators. Tenant shall immediately notify Landlord if it loses a fob entry device so that Landlord can deactivate such device. Tenant will be responsible to pay Landlord a fee to replace any entry fob. Upon termination of this Lease, Tenant will surrender to Landlord all keys and fob entry devices, and give to Landlord the explanation of the combination for all locks for safes, safe cabinets and vault doors, if any, in the Premises.

Tenant assumes all liability for issues arising from having possession of keys and fob entry devices. Tenant will keep the Premises locked after Tenant's normal hours of operation.

## **ARTICLE IV SIGNAGE**

### **4.01 Signage**

Except as otherwise agreed by Landlord in any sublease or lease agreements for any other space within the Building to which Tenant is a party, Tenant shall not place any signs or other advertising matter or material on the exterior of the Building, or anywhere upon the Common Areas or the Parking Facility. In addition, Tenant shall not place any signs or other advertising matter or material on the interior of the Premises which is visible beyond the Premises, without the prior written consent of Landlord, which consent may be withheld in the sole discretion of Landlord, provided, however, that any visibility of signage from the interior of the Premises through any glass entryway door to the Premises shall not require Landlord approval. For clarification, Tenant's name/sign located on the upper exterior of the Building is permitted by Landlord, and nothing in this section or otherwise shall be construed to amend or modify any existing contractual rights to the Signage.

Landlord will also place Tenant's name in its Building digital directory and install standard suite signage with Tenant's name outside the Premises at Landlord's sole cost and expense. Provided that there is availability on the monument sign, Tenant shall have the right to a panel on the monument sign, which

panel shall be designed and installed at Tenant's sole cost and expense, which design must conform to the other panels of the monument sign and be approved by Landlord. Tenant shall maintain all of Tenant's signs, at Tenant's sole cost and expense. On the expiration or earlier termination of this Lease, Tenant shall remove all of its signs from the Premises and the Building and, at its own expense, repair any damage to the Premises or the Building resulting from the removal of such signs by plastering or spackling any holes left by said signage.

**ARTICLE V.**  
**ALTERATIONS, MAINTENANCE AND REPAIR**

**5.01 Maintenance and Repair**

A. Except for the maintenance and repair obligations of Landlord set forth in Section 5.01(B), Tenant, at Tenant's sole cost and expense, shall maintain, repair and take care of and keep the interior of the Premises, furniture and all fixtures, installations and appurtenances contained therein and Tenant's personal property and equipment and all replacements and additions thereto ("**Tenant's Personal Property**") in good order and condition, subject to normal wear and tear from the use thereof. Landlord shall have no obligation to maintain, repair, operate or safeguard Tenant's Personal Property. Tenant covenants that Tenant will not commit or allow any waste or damage to be committed in or upon the Premises.

B. Landlord will be responsible for repairing and maintaining the structural elements of the Building (excluding any floor coverings) and building standard mechanical systems, electrical system, plumbing lines (except for plumbing stoppages caused by Tenant), sprinkler mains, and pipes and conduits provided by Landlord in the operation of the Building (the "**Mechanical Systems**") located outside the Premises (unless exclusively serving the Premises), and including heating, ventilating and air conditioning system serving the Premises (the "**HVAC System**"), and inside the Premises if such systems serve other tenants of the Building. Landlord will make, at Landlord's sole cost and expense, any and all repairs and replacements (whether structural or non-structural) to the Building or Mechanical Systems, or any part thereof that have been caused (in whole or part) by the acts or omissions of Tenant or Tenant's agents, employees, invitees, or visitors, or due to any Alterations performed by Tenant, and Tenant shall pay the cost thereof (plus Landlord's supervisory fee thereon) to Landlord as Additional Rent within ten (10) days of Landlord's written demand therefore.

Notwithstanding anything contained in this Lease to the contrary, Tenant may not perform any work to the structural elements or Mechanical Systems of the Building, and if such repair, replacement or maintenance is Tenant's responsibility pursuant to the terms of this Lease, Landlord, at Landlord's option, will perform such work at Landlord's cost and expense.

**5.02 Alterations**

Tenant shall not make (nor permit any party to make) any changes, additions, improvements, or alterations or other physical changes (collectively, "**Alterations**", and each an "**Alteration**") in or to the Premises except as expressly permitted pursuant to this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld, and then only at Tenant's sole cost and expense and by contractors or mechanics and in such manner and with such materials as may be approved by Landlord in its reasonable discretion, and may be conditioned on such conditions as Landlord shall deem appropriate, including, without limitation, review and approval by Landlord of the plans and specifications for such work, in such detail as Landlord shall require, and acquisition by Tenant of additional insurance as may be required by Landlord. In no event will Landlord's approval of Tenant's plans and specifications be deemed a representation that the same complies with Laws. In the event Landlord or its agents employ any independent architect or engineer to examine any plans or specifications submitted by Tenant, Tenant

agrees to pay to Landlord a sum equal to any reasonable fees incurred by Landlord in connection therewith, such fee not to exceed \$2,500 for each instance. Except as expressly provided herein, Landlord will have no obligation to provide, construct, or finance any Alterations to the Premises for the benefit of Tenant.

All of Tenant's Alterations shall conform to Tenant's plans and specifications as reasonably approved by Landlord, and all Laws, including but not limited to the ADA, and be performed in a manner and at such times as Landlord designates, and such Alterations shall not, in any event, interfere with the use and operation of the Building or the Parking Facility by Landlord or any tenant user or occupant thereof. In addition, Tenant shall comply with all of Landlord's construction rules, if any, as the same may be changed from time to time.

Notwithstanding anything contained in this Lease to the contrary, Tenant may not perform any work to the Mechanical Systems of the Building. If work to Mechanical Systems is required as part of Tenant's Alterations, at Landlord's option, such work will be performed by Landlord's contractors, at Tenant's sole cost and expense.

Landlord shall have the right, at Tenant's cost and expense, to enter upon the Premises and remove any Alterations undertaken without Landlord's consent (as required hereunder) or which fail to comply with the standards set forth elsewhere in this Lease.

Upon completion of any Alterations, Tenant, at Tenant's expense, shall obtain certificates of final approval of such Alterations required by any governmental authority and shall furnish Landlord with copies thereof with an architect's "sign-off" that all alterations have been completed in compliance hereunder, together with plans and specifications for such Alterations, which plans shall be in hard copy and electronic (CD or similar medium) form reasonably satisfactory to Landlord. All materials and equipment to be incorporated in the Premises or the Parking Facility as a result of any Alterations shall be of first quality and no such materials or equipment shall be subject to any lien, encumbrance, chattel mortgage, title retention or security agreement.

All Alterations, and improvements to the Premises (except movable office furniture and movable trade fixtures, equipment and Tenant's Personal Property, in each case, which can be removed without damaging the Premises) and the Parking Facility shall, unless Landlord elects otherwise in writing, become the property of Landlord upon the installation thereof, and shall be surrendered with the Premises at the expiration or sooner termination of this Lease. If requested by Tenant in writing, Landlord shall designate at the time if its approval of any request by Tenant for permission to make Alterations to the Premises, those items for which Landlord reserves the right to require Tenant to remove upon the expiration or sooner termination of the Term of this Lease. Any such designation shall be in Landlord's sole discretion. If such Alteration or improvement is approved by Landlord prior to installation, Tenant shall not be responsible for the costs of restoring the Premises to its condition at the outset of this Lease. If such Alteration or improvement is not approved by Landlord prior to the installation, Landlord may require Tenant, at Tenant's cost, to restore the Premises to the condition that existed prior to the completion of such Alteration or improvement.

To the extent Tenant is not exempt from same, Tenant shall be required to pay ad valorem taxes, personal property taxes, and increased insurance thereon or attributable to Tenant's Alterations.

### **5.03 Construction Lien Laws**

Nothing contained in this Lease shall be construed as consent on the part of Landlord to subject the estate of Landlord to liability under the Construction Lien Laws of the State of Florida, it being expressly understood that Landlord's estate shall be not subject to such liability. Tenant shall strictly comply with the Construction Lien Laws of the State of Florida as set forth in Florida Statutes Chapter 713 ("F.S. 713"). In the event that a construction claim of lien is filed against the Property in connection with any work

performed by or on behalf of Tenant (other than Landlord's Work), Tenant shall promptly satisfy such claim, or shall transfer same to security or a bond,. In the event that Tenant fails to satisfy or transfer such claim within twenty (20) calendar days, Landlord may do so and thereafter charge Tenant, as Additional Rent, all costs incurred by Landlord in connection with satisfaction or transfer of such claim, including actual and reasonable attorneys' fees. Further, Tenant agrees to indemnify, defend and hold Landlord harmless from and against any damage or loss incurred by Landlord as a result of any such construction claim of lien. If so requested by Landlord, Tenant shall execute a short form or memorandum of this Lease, which may, in Landlord's discretion be recorded in the Public Records for the purpose of protecting Landlord's estate from construction claims of lien, as provided in F.S. 713. In the event such short form or memorandum of lease is executed, Tenant shall simultaneously execute and deliver to Landlord an instrument terminating Tenant's interest in the real property upon which the Premises are located, which instrument may be recorded by Landlord at the expiration of the Term of this Lease, or such earlier termination hereof. Notwithstanding any contrary provision herein, any provision that might be interpreted to be to the contrary or any consents given by Landlord to Tenant, Tenant is prohibited from creating any liens against Landlord's interest in the Property. THE INTEREST OF LANDLORD SHALL NOT BE SUBJECT TO LIENS FOR IMPROVEMENTS MADE BY TENANT.

NOTICE IS HEREBY GIVEN THAT LANDLORD IS NOT AND SHALL NOT BE LIABLE FOR ANY LABOR, SERVICES OR MATERIALS FURNISHED OR TO BE FURNISHED TO TENANT OR TO ANYONE HOLDING ANY INTEREST IN ANY PART OF THE PROPERTY, AND THAT NO CONSTRUCTION LIENS OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES OR MATERIALS SHALL ATTACH TO OR AFFECT THE INTEREST OF LANDLORD IN AND TO THE PROPERTY. Tenant shall notify all contractors and material suppliers with whom it contracts of the provisions of this Section as required by F. S. 713.10. Notwithstanding anything in this Section 5.03 to the contrary, Tenant will not be required to remove any liens filed against the Premises as a result of Landlord's Work or Landlord's improvements to the Building or the common areas unrelated to the Premises.

This Section 5.03 will survive the expiration or earlier termination of this Lease but shall expire upon expiration of the statute of limitations.

## **ARTICLE VI.**

### **ASSIGNMENT AND SUBLETTING**

#### **6.01 Landlord's Consent Required**

Except as otherwise contained herein, Tenant covenants that it shall not assign or mortgage this Lease or sublet, transfer, pledge or encumber all or any portion of the Premises or suffer or allow the occupancy of the Premises by any party without first obtaining Landlord's prior written consent thereto in each instance, which consent may be granted or withheld in Landlord's reasonable discretion (not to be unreasonably withheld, conditioned or delayed), provided however that Tenant may freely assign the entirety of this Lease or sublease any portion of the Premises to one or more governmental agencies without the consent of Landlord provided that prior written notice thereof to Landlord. To the extent Landlord approval is required hereunder, Tenant shall give provide Landlord a notice in writing containing: (i) the identity of the proposed assignee or other party and a description of its business; (ii) the terms of the proposed assignment or other transaction; (iii) the commencement date of the proposed assignment or other transaction; (iv) the area proposed to be assigned or sublet; and (v) the most recent financial statements, tax returns or other evidence of financial responsibility of such proposed assignee or other party. If in Landlord's reasonable determination, the proposed sublessee or assignee does not meet the financial or operations qualifications to operate at the Premises, Landlord shall be entitled to, in its reasonable discretion, withhold consent of the proposed transfer of interest (whether by assignment or any other means addressed herein), or demand a personal guaranty from the proposed assignee or sublessee as a condition to its



requested consent hereunder. Notwithstanding the foregoing, Tenant is authorized to sublease or otherwise to allow the occupancy of the Premises or a portion of the Premises by its current or future affiliated companies, provided that such companies are wholly owned and/or controlled by Tenant. If Tenant is a corporation, then any sale, conveyance, or other transfer of any controlling shares of stock, dissolution, merger, consolidation or other reorganization of Tenant, or any sale or transfer of a controlling interest of its capital stock, whether voluntary, involuntary or by operation of law, of a shareholder or shareholders owning a controlling interest in Tenant, shall be deemed a voluntary assignment of this Lease. If Tenant is a limited liability company, then any sale, conveyance, or other transfer of a controlling membership interest, dissolution, merger, consolidation or other reorganization of Tenant shall be deemed a voluntary assignment of this Lease, except where such a reorganization, consolidation or merger is completed for corporate or tax purposes and does not result in a change of control. Tenant agrees to pay all reasonable attorneys' fees incurred by Landlord in connection with any such proposed assignment or sublease with a maximum amount of Three Thousand Five Hundred Dollars (\$3,500.00) per each sublease or assignment. Should Landlord consent to such assignment of this Lease or to a sublease of all or any part of the Premises, Tenant shall remain liable for all obligations hereunder until the expiration of the Term hereof, and no failure of Landlord to promptly collect from any assignee or sub-lessee, or any extension of the time for payment of such rents shall release or relieve Tenant of obligation of payment of such rents or performance of other obligations. In the event any subletting or assignment is approved by Landlord, it shall be a condition to the effectiveness of any such sublease or assignment that a fully executed copy of the sublease or assignment, in form and substance reasonably satisfactory to Landlord be delivered to Landlord at least ten (10) days prior to the effective date thereof, and that any sub lessee or assignee assume in writing all obligations of Tenant hereunder. If this Lease is assigned, or if the Premises or any part thereof is sublet or occupied by any party other than Tenant, Landlord may collect Rent from the assignee, subtenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, subtenant or occupant as Tenant, or a release of Tenant from further performance by Tenant of the covenants on the part of Tenant herein contained. This prohibition against assignment or subletting shall be construed to include the prohibition against any assignment or subleasing by operation of law, legal process, receivership, bankruptcy or otherwise, whether voluntary or involuntary and a prohibition against any encumbrance of all and any part of Tenant's leasehold interest. Notwithstanding any assignment or subletting of such Lease, Tenant shall remain directly, primarily and fully liable for all Tenant obligations under this Lease and shall not be released from performing any of the terms, covenants and conditions hereof and shall stringently comply with all Lease terms and conditions hereunder. Any transfer, assignment, subletting, or occupancy in violation of this Section may, at Landlord's option, be deemed a non-curable Event of Default by Tenant under this Lease. In no event shall the determination of the amount of Rent be expressed in whole or in part as a percentage of the income or profits derived by the subtenant from the space leased.

#### **6.02 Landlord's Right to Recapture**

If at any time during the Term, Tenant desires to assign this Lease or to sublet all or any portion of the Premises other than to a "current or future affiliated company" as addressed in Section 6.01 or another governmental entity or authority, Tenant shall notify Landlord in writing of such desire and shall offer to vacate all or such portion of the Premises proposed by Tenant to be assigned or sublet and surrender this Lease with respect to such proposed transfer to Landlord as of a date specified in such offer (the "**Surrender Date**"), which date shall be the last day of a calendar month and not earlier than thirty (30) days and not later than one hundred eighty (180) days after the giving of such notice by Tenant. Landlord may accept such offer by notice to Tenant given within ten (10) days after the receipt of such notice from Tenant. If Landlord accepts such offer, (i) the Surrender Date will be deemed to be the Expiration Date with respect to the Premises or the portion of the Premises proposed to be transferred, and Tenant shall vacate and surrender to Landlord all of Tenant's right, title and interest in and to the Premises or such portion proposed

to be transferred, on the Surrender Date, and the same shall be delivered to Landlord in broom clean condition, free and clear of all tenancies and occupancies and (ii) in the event Tenant fails to timely and properly surrender and vacate the Premises to Landlord on the Surrender Date, as described in (i) hereof, the same shall constitute a "holdover" and be subject to Section 11.01 hereof. With regard to any approved assignment only, upon Tenant's vacating of the Premises or a portion thereof on the Surrender Date, the Rent and Additional Rent due hereunder shall be amended to reflect the rentable square footage of the Premises retained by Tenant under this Lease.

Consent by Landlord to any sublease or assignment shall not be deemed consent to any further sublease or assignment, each of which shall require Landlord's consent and be subject to the recapture provisions hereof.

## **ARTICLE VII. INSURANCE AND INDEMNITY**

### **7.01 Insurance.**

Notwithstanding the requirements below, so long as Tenant is a governmental entity, Tenant shall be permitted to self-insure under the provisions of Fla. Stat. Section 768.28, as same may be amended from time to time for commercial general liability coverage, without deductibles, "All Risk" property insurance, workers' compensation, and employer's liability coverage. As a governmental entity, business interruption insurance is not required.

A. The Tenant shall maintain at its own expense and keep in effect during the full term of the Lease, self-insurance under a Risk Management Program in accordance with Fla. Stat. Section 768.28, and the Tenant will provide a letter of self-insurance evidencing same. If Tenant does not maintain a self-insurance program, then Tenant shall obtain and keep in full force and effect the following insurance coverages: commercial general liability insurance, including contractual liability, on an occurrence basis, on the then most current Insurance Services Office ("ISO") form in the minimum amounts of \$1 million per occurrence, \$2 million general aggregate, including Designated Location(s) General Aggregate Limit; Special Causes of Loss form property insurance (ISO CP 10 30 or equivalent in effect in the State in which the Premises are located), in an amount adequate to cover 100% of the replacement costs, without co-insurance, of all of Tenant's property at the Premises; workers' compensation insurance and employer's liability insurance. Tenant's insurance shall provide primary coverage to the Landlord when any policy issued to Landlord provides duplicate or similar coverage, and in such circumstance, Landlord's policy will be excess over Tenant's policy. All Tenant's insurance except for coverage on Tenant's personal property, shall name the Landlord both as named primary insured and as "Loss Payee" under such insurance. None of Tenant's policies may have any deductibles over \$50,000.00, or any self-insured retentions or any right of subrogation.

B. All insurance policies shall be written with insurance companies and shall have coverage limits as outlined herein and having a policyholder rating of at least "A-" and a financial size category of at least "Class XII" as rated in the most recent edition of "Best's Key Rating Guide" for insurance companies. The commercial general liability policy shall name the Landlord as additional insureds on ISO CG 20 11 01 96 or equivalent and require prior notice of cancellation to be delivered in writing to Landlord within the time period applicable to the first named insured. The commercial general liability policies shall include an unmodified Separation of Insureds provision. The following exclusions/limitations or their equivalent(s) are prohibited: Contractual Liability Limitation CG 21 39; Amendment of Insured Contract Definition CG 24 26. Tenant shall furnish evidence that it maintains all insurance coverages required under this Lease (ACORD 25 for liability insurance and the ACORD 28 for Commercial Property Insurance, with copies of declaration pages for each required policy) at least ten

days before entering the Premises for any reason. The ACORD 25 Form Certificate of Insurance for the liability insurance policy shall specify the policy form number and edition date and shall have attached to it a copy of the additional insureds endorsement listing Landlord and all of the parties covered by Tenant's indemnification obligations under the Indemnification article. Coverage amounts for the liability insurance may be increased periodically in accordance with industry standards for similar properties.

## **7.02 Fire or Other Casualty**

A. In case of damage to the Premises or the Building by fire or other casualty, Tenant shall give immediate notice thereof to Landlord. Landlord shall thereupon undertake the repair and restoration of the Premises or the Building to substantially the same condition as existed on the Effective Date, subject to the delays which may arise by reason of adjustment of loss under insurance policies and for delays beyond the reasonable control of Landlord. However, in the event (i) such destruction results in the Premises being untenantable in whole or in substantial part for a period reasonably estimated by a responsible contractor selected by Landlord to be 180 days or more after the date of such casualty, or (ii) of total or substantial damage to, or destruction of, the Building from any cause, or (iii) Landlord decides not to repair or rebuild, this Lease shall, at the option of Landlord, exercisable by written notice to Tenant given within sixty (60) days after Landlord is notified of the casualty, be terminated as of a date specified in such notice (which shall not be more than ninety (90) days thereafter), and the Rent shall be adjusted to the termination date and Tenant shall thereupon promptly vacate the Premises. From the date of such casualty until the Premises are so repaired and restored, Rent shall abate in such proportion as the part of the Premises destroyed or rendered untenantable bears to the total Premises.

B. If Landlord does not terminate this Lease pursuant to this Section 7.02, Landlord will restore Landlord's Work at its sole cost and expense, and Tenant will restore Tenant's Work and any Alterations performed by Tenant to the Premises (or in Tenant's discretion alternative work to the original Tenant's Work necessary to allow Tenant to operate in the Premises), Tenant's personal property and trade fixtures, at Tenant's sole cost and expense. Landlord will not be liable for any inconvenience or annoyance to Tenant or injury to the business of Tenant resulting in any way from such damage or the repair thereof.

C. Landlord acknowledges the Tenant's right of sovereign immunity as provided by Fla. Stat. Section 768.28. Notwithstanding the foregoing, if the Premises or any portion of the Building are damaged by fire or other casualty resulting from the negligence or willful misconduct of Tenant or any of Tenant's agents, employees, contractors or invitees, Tenant shall be liable to Landlord for the cost of the repair and restoration of the Building and Premises caused thereby, as well as any other cost and expense thereby incurred by Landlord.

## **7.03 Assumption of Risk, Indemnification, Waiver of Liability**

Landlord shall not be liable to Tenant or Tenant's customers, licensees, agents, guests or employees for any injury or damages occurring in or about the Premises to its, his or their persons or property for acts or omissions of any other tenant in the Building, water, rain, sleet, fire, storms, accidents, breakage, stoppage, or leaks of gas, water heating, sewer pipes, boilers, wiring or plumbing or any other defect in, on or about the Premises, and subject to the limitations of F.S. 768.28, Tenant expressly assumes all liability for or on account of any such injury, loss or damage, and will at all times, indemnify and save Landlord harmless from and against all liability, fines, suits, demands, costs and expenses of any kind or nature (including, without limitation, attorneys' fees and disbursements). Landlord acknowledges the Tenant's right of sovereign immunity as provided by Fla. Stat. Section 768.28, and Tenant shall not be liable for actions of Landlord or other tenants or matters outside its control.

Landlord shall not be liable to Tenant for any loss or damage to any property or person occasioned

by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, computer failure, requisition, or order of governmental body or authority or by any other cause beyond the control of Landlord, including but not limited to delays from the foregoing. Nor shall Landlord be liable for any damage or inconvenience which may arise through repair or alterations of any part of the Property.

Subject to the provisions of Section 7.04, without limiting or being limited by any other indemnity in this Lease, but rather in confirmation and furtherance thereof, subject to the limitations of F.S. Section 768.28, Tenant agrees to indemnify, defend by counsel reasonably acceptable to Landlord and hold Landlord, and Landlord's beneficiaries, trustees, the managing agent of the Building, if any, Landlord's mortgagee, and each of their respective agents, partners, members, shareholders, officers, directors and employees harmless of, from and against any and all losses, damages, liabilities, claims, liens, costs and expenses (including but not limited to, court costs, reasonable attorneys' fees and litigation expenses) in connection with injury to or death of any person or damage to or theft, loss or loss of the use of any property occurring in or about the Premises, the Property (except to the extent of Landlord's gross negligence or willful act), or arising from Tenant's occupancy of the Premises, or the conduct of its business or from any activity, work, or thing done, permitted or suffered by Tenant in or about the Premises or the Property, or from any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed pursuant to the terms of this Lease, or due to any other act or omission or willful misconduct of Tenant or any of its agents, employees, contractors, assigns, subtenants, guests or invitees.

The provisions of this Section 7.03 will survive the expiration or earlier termination of this Lease but shall expire upon expiration of the statute of limitations.

#### **7.04 Waiver of Subrogation**

Anything in this Lease to the contrary notwithstanding, each party hereto hereby waives any and every claim which arises or which may arise in favor and against the other party hereto during the Term of this Lease or any extension or renewal thereof for any and all loss of, damage to, any of its property within or upon or constituting a part of the Property to the extent that such loss or damage is recovered under an insurance policy or policies and to the extent such policy or policies contain provisions permitting such waiver of claims. Each party agrees to request its insurers to issue policies containing such provisions and if any extra premium is payable therefore, the party which would benefit from the provision shall have the option to pay such additional premium in order to obtain such benefit. Notwithstanding anything contained herein to the contrary, Tenant shall be obligated to pay Tenant's Proportionate Share of Operating Expenses concerning the Building (including with respect to insurances maintained by Landlord with respect to the Building) subject to the provisions of Section 2.03 herein.

### **ARTICLE VIII.** **EMINENT DOMAIN**

#### **8.01 Total Condemnation**

If the whole of the Building or Premises shall be taken or condemned for a public or quasi-public use under any statute or by right of eminent domain or private purchase in lieu thereof by any competent authority, then this Lease shall terminate as of the date of such taking. Tenant shall have no claim against Landlord and shall not have any claim or right to any portion of the amount that may be awarded as damages or paid as a result of any such condemnation or purchase, and all rights of Tenant to damages thereof are hereby assigned by Tenant to Landlord. The foregoing shall not, however, deprive Tenant of its right to pursue from the condemning authority, but not from Landlord, compensation or damages for its personal property including trade fixtures, inventory, equipment, furniture and moving expenses. Upon the date the

right to possession shall vest in the condemning authority, this Lease shall cease and terminate with Rent adjusted to such date.

#### **8.02 Partial Condemnation**

If part of the Premises shall be acquired or condemned as aforesaid (a "Partial Condemnation"), and such Partial Condemnation shall render the remaining portion unsuitable for the business of Tenant (in the reasonable opinion of Landlord or Tenant), the Term of the Lease shall cease and terminate as provided in Section 8.01 hereof. Landlord or Tenant shall provide notice to the other of its election to terminate the Lease or restore the Premises within ninety (90) days after the occurrence of the event giving rise to the Partial Condemnation as defined herein. If such Partial Condemnation is not extensive enough to render the Premises unsuitable for the business of Tenant, then this Lease shall continue in effect except that the Rent shall be reduced in the same proportion that the floor area of the Premises taken bears to the original floor area demised. Subject to the rights of any mortgagee of Landlord's estate, Landlord may, upon receipt of the net award in condemnation, make necessary repairs or alterations to the Building so as to render the portion of the Building not taken a complete architectural unit, but Landlord shall in no event be required to spend for such work an amount in excess of the net amount received by Landlord as condemnation proceeds for the part of the Premises so taken. "Net amount received by Landlord" shall mean that portion of the awards in condemnation which is free and clear to Landlord of any sums required to be paid by Landlord to the holder of any mortgage on the property so condemned for the value of the diminished fee, as well as all expenses and legal fees incurred by Landlord in connection with the condemnation proceeding. All proceeds from any taking or condemnation of the Premises shall belong to and be paid to Landlord. The foregoing shall not, however, deprive Tenant of its right to pursue from the condemning authority, but not from Landlord, compensation or damages for its personal property including trade fixtures, inventory, equipment, furniture and moving expenses.

#### **8.03 Vacating Premises**

If part of the Building, but not part of the Premises, is taken or condemned as aforesaid, and, in the reasonable opinion of Landlord or Tenant, such partial acquisition or condemnation shall render Landlord unable to comply with its obligations under this Lease, or shall render the Premises unsuitable for the business of Tenant, the Term of the Lease shall cease and terminate as provided in Section 8.01 hereof, by Landlord or Tenant sending written notice to such effect to the other, whereupon Tenant shall vacate the Premises within a reasonable time of the receipt or delivery of such notice.

#### **8.04 Sale under Threat of Condemnation**

Sale by Landlord to any authority having the power of eminent domain (or designee thereof for the purpose of such sale), either under threat of condemnation or while condemnation proceedings are pending, shall be deemed a taking under the power of eminent domain for all purposes under this Article.

### **ARTICLE IX. DEFAULTS**

#### **9.01 Events of Default By Tenant**

Tenant shall be in default under this Lease if any one or more of the following events (each an "Event of Default") shall occur:

A. The failure by Tenant to pay any Rent or any other sums of money due hereunder in accordance with Florida's Prompt Payment Act.

B. The failure of Tenant to comply with any non-monetary provision of this Lease and such default shall continue for a period of thirty (30) days after the giving of written notice thereof from Landlord to Tenant. This 30-day period is limited solely to a default of a non-monetary provision of this Lease and in no way shall be construed to apply or effect or read in conjunction with Section 9.01(A) herein. In the event that Tenant has commenced remedial action to cure the breach but is unable to complete its remedial action in thirty (30) days, then provided Tenant continues its remedial efforts diligently on a day-to-day basis and without delay, and such default is capable of being cured, the cure period set forth herein shall be extended for an additional 30-day period;

C. The taking of the leasehold on execution or other process of law in any action for the taking of the Leasehold against Tenant;

D. The failure of Tenant to accept the Premises, to promptly move into, to take possession of, and to operate its business on the Premises, or if Tenant ceases to do business in or abandons any substantial portion of the Premises or if Tenant vacates the Premises or removes, attempts to remove, or permits to be removed from the Premises, any goods or property therefrom otherwise than in the ordinary and usual course of business (except as otherwise provided herein) without having first paid and satisfied Landlord in full for all Rent, Additional Rent, and any other charges then due or that may thereafter become due until the expiration of the Term of this Lease;

E. Tenant becoming insolvent or unable to pay its debts as they become due, or Tenant's notification to Landlord that it anticipates either condition;

F. Tenant or any other entity responsible for the obligations of Tenant under this Lease taking any action to, or notifying Landlord that Tenant or any other entity responsible for the obligations of Tenant under this Lease intends to, file a petition under the United States Bankruptcy Code, as amended, or any similar law or statute of the United States, or any state; or, the filing of a petition against Tenant or any other entity responsible for the obligations of Tenant under this Lease under any such statute or law, or, any other creditor of Tenant or any other entity responsible for the obligations of Tenant under this Lease notifying Landlord that it knows such a petition will be filed; or the notification by Tenant or any other entity responsible for the obligations of Tenant under this Lease, to Landlord that it expects such a petition to be filed;

G. The appointment of a receiver or trustee for the leasehold interest of Tenant or any other entity responsible for the obligations of Tenant under this Lease, in the Premises or for all or a substantial part of the assets of Tenant or any other entity responsible for the obligations of Tenant under this Lease;

H. There is any matter or proceeding instituted or threatened against Tenant or any guarantor or which Lender reasonably believes may materially and substantially affect the performance by Tenant under the Lease where such shall continue for a period of ten (10) days after written notice thereof from Landlord to Tenant or Tenant is unable to provide reasonable evidence that such will not materially affect its performance under the Lease;

I. If ~~Tenant should assign, transfer, mortgage, or encumber this Lease~~ or sublet the Premises in a manner not permitted under Article VI hereof;

J. If Tenant commences an assignment for the benefit of creditors.

## **9.02 Landlord Default**

In the event Landlord should neglect or fail to perform or observe any of the covenants, provisions, or conditions contained in this Lease on its part to be performed or observed, and such failure continues for ninety (90) days after written notice of default or if more than ninety (90) days shall be required because of the nature of the default, if Landlord shall fail to commence the curing of such default within such ninety (90) day period and proceed diligently thereafter but not to exceed an additional ninety (90) days, and such failure materially and substantially impairs Tenant's use of the Premises, then Tenant shall have the right to cure such default for and on behalf of Landlord and collect the reasonable costs of cure from Landlord and Landlord shall be responsible to Tenant for any other actual damages sustained by Tenant as a result of Landlord's default. Tenant shall have no right to terminate this Lease due to a Landlord default, except as expressly provided elsewhere in this Lease.

## **ARTICLE X. REMEDIES**

### **10.01 Liability after Default**

A. If an Event of Default occurs due to Tenant's failure to pay Rent, Landlord will have the right, at the option of Landlord, to terminate this Lease, and, in addition, Landlord may avail itself of any of the following remedies or any other remedies available at law or in equity:

B. If a monetary Event of Default occurs, the Landlord will have the right, at its option, to perform any one or more of the following:

(1) Accelerate Rent payments due or to become due and declare said Rents for the entire Term or any additional or extended Term (provided that Tenant has exercised its option to extend the Term herein) to be immediately due and payable without regard to whether possession shall have been surrendered or taken from Tenant, and Landlord may commence action immediately thereupon;

(2) Terminate this Lease, resume possession of the Premises for its own account and recover immediately from Tenant the difference between the Rent for which provision is made in this Lease and fair rental of the Premises for the remainder of the Term or any additional or extended Term (provided that Tenant has exercised its option to extend the Term herein), together with any other damage(s) occasioned by or resulting from the abandonment, breach, or default by Tenant;

(3) Resume possession and re-let the Premises for the remainder of the Term for the account of Tenant and recover from Tenant, at the end of the Term or any additional or extended Term, or at the time each payment of Rent becomes due under this Lease, as the Landlord may elect, the difference between the Rent for which provisions are made in this Lease and the rent received on the releasing or reletting together with all reasonable and actual costs and expenses of Landlord in connection with such releasing or reletting and the collection of rent, including without limitation, all reasonable or necessary repairs or renovations in connection with the releasing or reletting of the Premises, reasonable attorney's fees, any real estate commissions, plus any other damage occasioned by or resulting from the abandonment or a breach or default by Tenant; and

(4) Landlord may enter upon the Premises and/or do whatever Tenant is obligated to do

under the terms of this Lease and Tenant shall reimburse Landlord on demand for any expenses which Landlord may incur in effecting compliance with Tenant's obligations under this Lease, and Landlord shall not be liable for any damages resulting to the Tenant from such action.

C. If a monetary Event of Default occurs, then the Landlord, in addition to other rights and remedies it may have, shall have the right to re-enter the Premises, with or without judicial process, and to remove all or any part of the Tenant's property from the Premises and any property removed may be stored in any public warehouse or elsewhere at the cost of, and for the account of Tenant and the Landlord shall not be responsible for the care or safekeeping thereof, and the Tenant hereby waives any and all loss, destruction and/or damage or injury which may be occasioned by any of the aforesaid acts.

D. No such reentry or taking possession of the Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention is given to Tenant. Notwithstanding any such reentry without termination, Landlord may at all times thereafter elect to terminate this Lease for such previous default or breach. Tenant shall allow any such reentry without hindrance and Landlord shall not be liable in damages for any such reentry, or guilty of trespass or forcible entry. Upon any such termination of this Lease, Tenant shall immediately vacate and peacefully surrender the Premises to Landlord, and Landlord, upon and at any time after such termination, may, without further notice, reenter and repossess the Premises, either by force, summary proceedings or otherwise, without being liable to any prosecution or damages therefore, and no person claiming through or under Tenant or by virtue of any statute shall be entitled to possession of the Premises.

E. Any Rent which may be due Landlord, whether by acceleration or otherwise as herein provided in this Article, shall include all Rent for the Term or any additional or extended Term (provided that Tenant has exercised its option to extend the Term herein), plus all other actual costs and expenses denominated as Additional Rent in this Lease. The Landlord shall not, in any event, be required to pay Tenant any surplus of any sums received by Landlord on a reletting of said Premises in excess of the Rent provided by this Lease.

F. Any and all rights, remedies and options given in this Lease to Landlord shall be cumulative and in addition to and without waiver of, or in derogation of, any right or remedy given to Landlord under any laws now or hereafter in effect. The remedies for which provision is made in this Section 10.01 shall not be exclusive, and in addition thereto, Landlord may pursue such other remedies as are provided by laws in the event of any breach, default or abandonment by Tenant. Specifically, without limiting the foregoing, in the event Landlord institutes dispossession proceedings or dispossesses or evicts Tenant by summary proceedings or otherwise and/or re-enters and takes possession of the Premises, Tenant shall remain liable for all Rent and all other charges under the Lease for the remainder of the Term. Landlord shall exercise its duty of good faith and undertake reasonable efforts to mitigate damages caused by Tenant hereunder but shall not be obligated to enter into one or more replacement leases with respect to the Premises if same are deemed unsuitable by Landlord in its commercially reasonable discretion. Tenant acknowledges and agrees that the foregoing provision is in derogation of the common law and acknowledges that it is the intent of the parties hereto to allow Landlord to collect future rent in derogation of the common law. Landlord shall be entitled to recover all reasonable and actual costs and expenses incurred by Landlord to enforce its rights under this Lease, including reasonable attorneys' fees and appellate attorneys' fees and court costs and disbursements, in connection with collection of Rent or damages or enforcing other rights of Landlord in the event of a breach or default or abandonment by Tenant, irrespective of whether or not Landlord elects to terminate this Lease by reason of such breach, default or abandonment. Tenant hereby expressly waives any and all rights of redemption, if any, granted by or under any present or future law in the event Tenant shall be evicted or dispossessed for any cause, or in the event Landlord shall obtain possession of the Premises by virtue of the provisions of this Lease, or otherwise.



G. Any and all sums, including "Late Charges" as defined in Section 19.17, due under this Lease from Tenant to Landlord and not paid on the due date shall bear interest from the due date at the rate then allowable by Florida's Prompt Payment Act, per annum from the due date until paid unless otherwise specifically provided herein, but the payment of such interest shall not excuse or cure any default by Tenant under this Lease. If this Lease shall terminate, or if Landlord shall re-enter the Premises after an Event of Default as provided in this Lease or by operation of law, in the event of the termination of this Lease, Landlord shall be entitled to retain all monies paid by Tenant to Landlord, whether as advance Rent, Security Deposit or otherwise, and such monies shall be deemed damages and not a penalty.

## **ARTICLE XI. END OF TERM**

### **11.01 Holdover**

If Tenant remains in possession of the Premises or any part thereof after the expiration or sooner termination of the Term or any extension thereof, Tenant shall become a Tenant at sufferance and shall pay Landlord a monthly rent computed at one hundred and fifty percent (150%) of the Rent paid by Tenant in the last month prior to the expiration or termination of the Lease, which shall be payable on a monthly basis. Notwithstanding that Landlord may allow Tenant to continue in possession after the expiration or sooner termination of this Lease, neither that nor the provisions of this Section 11.01 shall constitute a waiver of any of Landlord's rights under this Section or this Lease. Further, notwithstanding the payment of Rent by Tenant and acceptance thereof by Landlord as provided herein, Tenant shall be in continuing breach of this Lease at any time or during any period in which Tenant holds over as provided herein.

### **11.02 Removal of Tenant's Property**

At the expiration or earlier termination of this Lease, Tenant will remove Tenant's goods and effects and those of any other person claiming under Tenant, and quit and deliver up the Premises to Landlord broom clean, free of tenancies, peaceably and quietly in as good order and condition as at the inception of the Term, subject to normal wear and tear from use and subject to approved changes made to the Premises by Landlord. Goods and effects not removed by Tenant at the expiration or earlier termination of this Lease, however terminated, shall be considered abandoned, and Landlord may dispose of and/or store the same as it deems expedient, the cost thereof to be charged to Tenant, and for which Tenant hereby waives all claims against Landlord. Notwithstanding the foregoing, provided that Tenant is not in default under the terms of this Lease, Tenant may remove Tenant's personal property, furniture, signs, equipment, and trade fixtures from the Premises, at (i) the expiration or earlier termination of this Lease, or (ii) any other time provided that such removal will not cause damage to the Building or the Premises.

## **ARTICLE XII. SUBORDINATION**

### **12.01 Subordination of this Lease**

This Lease and Tenant's rights hereunder are hereby made subject and subordinate to all ground or underlying leases of the Property and all mortgages now or which may be secured upon the Property, and to all renewals, modifications, consolidations, replacements, and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required by any lessor or mortgagee. In confirmation of such subordination, Tenant shall execute and deliver, within thirty (30) days after request, any instruments that Landlord, the holder of any mortgage, or the lessor under any

ground lease or underlying lease may reasonably require, acknowledging such subordination. Notwithstanding the foregoing, in the event of the judicial or non-judicial foreclosure of the Property or the Building, at the election of the acquiring purchaser at the foreclosure sale or by deed-in-lieu of foreclosure, Tenant will attorn to such purchaser. A lien on the leasehold interest or personal property of the City is void ab initio. The leasehold interest or personal property of the City cannot be encumbered by law.

**ARTICLE XIII.  
INTENTIONALLY DELETED**

**ARTICLE XIV.  
WAIVER**

**14.01 No Waiver by Landlord or Tenant**

The waiver by Landlord or Tenant of any breach of any term, condition or covenant herein contained shall not be a waiver of such term, condition or covenant, or any subsequent breach of the same or any other term, condition or covenant herein contained. The consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent or similar act by Tenant. No reentry hereunder shall bar the recovery of Rent or damages for the breach of any of the terms, conditions or covenants on the part of Tenant herein contained. The receipt of Rent after breach or condition broken, or delay on the part of Landlord to enforce any right hereunder, shall not be deemed a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, or a waiver of the right of Landlord to annul this Lease or to reenter said Premises or to re-let same. The failure of Landlord or Tenant to insist at any time upon the strict performance of any covenant or agreement or to exercise any option, right, power or remedy contained in this Lease shall not be construed as a waiver or a relinquishment thereof for the future.

Landlord's failure to timely render any statement hereunder shall not act as a waiver by Landlord of its right to issue any such statement during the Term or any renewal or extension thereof.

No payment by Tenant or receipt by Landlord of a lesser amount than the monthly installment of Rent due under this Lease shall be deemed to be other than on account of the earliest Rent due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy provided in this Lease.

**ARTICLE XV.  
COVENANT OF QUIET ENJOYMENT**

Landlord covenants that it has the right to make and enter into this Lease for the Term aforesaid and covenants that if Tenant shall pay the Rent and all other sums due by Tenant hereunder and perform all of the covenants, terms, and conditions of this Lease to be performed by Tenant, Tenant shall, during the Term hereby created, freely, peaceably and quietly occupy and enjoy the Premises without hindrance or interruption by Landlord or any other person or persons lawfully or equitably coalmining by, through or under the Landlord. It is understood and agreed by Tenant that this covenant and any and all other covenants of Landlord contained in this Lease shall be binding upon Landlord and its successors only with respect to beaches occurring during its and their respective ownership of the Landlord's interest hereunder.

**ARTICLE XVI.**  
**LANDLORD'S RIGHTS**

**16.01 INTENTIONALLY OMITTED**

**16.02 Entry by Landlord**

Landlord may enter the Premises with prior advance notice to Tenant at reasonable hours to: (a) inspect the same, (b) exhibit the same to prospective purchasers, lenders, tenants, or others, (c) determine whether Tenant is complying with all its obligations hereunder, (d) supply any other service to be provided by Landlord to Tenant hereunder, (e) deliver any notices hereunder to Tenant at the Premises, and (f) make repairs required of Landlord under the terms hereof or repairs to any adjoining space or utility services or make repairs, alternations, or improvements to any other portion of the Building, including replacement of the "curtain wall," provided, however, that, other than with respect to an emergency or to perform janitorial and trash removal services, when no notice shall be required, Landlord shall provide twenty-four (24) hours written notice to Tenant and all such work shall be done as promptly as reasonably possible so as to cause as little interference to Tenant as reasonably possible. Landlord shall at all times have and retain a key with which to unlock all of the doors in, on or about the Premises (excluding Tenant's vaults, safes and similar areas designated in writing by Tenant in advance); and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency in order to obtain entry to the Premises, and any entry to the Premises obtained by Landlord by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into or a detainer of the Premises or an eviction, actual or constructive, of Tenant from the Premises, or any portion thereof.

**16.03 INTENTIONALLY OMITTED**

**16.04 Tenant's Failure to Perform**

If Tenant fails to perform any of its obligations under this Lease after notice and opportunity to cure, Landlord, or any superior lessor or mortgagee, may perform the same at the expense of Tenant (a) immediately and without notice in the case of emergency, or if such failure (i) interferes with the use of space by any other tenant in the Building, (ii) interferes with the efficient operation of the Property, or (iii) may result in a violation of any law, or in a cancellation of any insurance policy maintained by Landlord, and (b) such failure continues for more than ten (10) business days after written notice from Landlord. All reasonable costs and reasonable expenses incurred in performing such obligations of Tenant, together with interest thereon at the rate allowed under Florida's Prompt Payment Act., shall be payable as Additional Rent.

**ARTICLE XVII.**  
**LIMITED LIABILITY OF LANDLORD AND TENANT**

**17.01 No Personal Liability**

The liability of Landlord to Tenant for any default by Landlord under this Lease shall be limited to the interest of Landlord in the Property and Tenant agrees to look solely to Landlord's interest in the Property, if any, and to no other asset of Landlord, for the recovery of any judgment from Landlord, it being intended that Landlord shall not be personally liable for any judgment of deficiency.

The obligations of Landlord under this Lease do not constitute personal obligations of the partners, members, shareholders, directors, officers, employees or agents of Landlord, and Tenant will not seek recourse against the partners, members, shareholders, directors, officers, employees or agents of Landlord or any of their personal assets for such satisfaction. The obligations of Landlord under this Lease shall not be binding upon Landlord named herein after the sale, conveyance, assignment or transfer by such Landlord (or upon any subsequent landlord after the sale, conveyance, assignment or transfer by such subsequent landlord) of its interest in the Premises or the Property, as the case may be. In the event of any such sale, conveyance, assignment or transfer, Landlord shall be and hereby is entirely released of all covenants and obligations of Landlord hereunder, and thereafter Tenant shall look solely to any subsequent landlord, but only for so long as such subsequent landlord is Landlord hereunder, and such subsequent landlord, while it is Landlord hereunder, shall be deemed to have assumed all of the obligations of Landlord under this Lease arising after the date of such sale, conveyance, assignment or transfer.

### **No Personal Liability**

The obligations of Tenant under this Lease do not constitute personal obligations of the city commissioners, charter officers, partners, members, shareholders, directors, officers, employees or agents of Tenant, and Landlord will not seek recourse against the city commissioners, charter officers, partners, members, shareholders, directors, officers, employees or agents of Tenant or any of their personal assets for such satisfaction.

### **LIMITATION OF DAMAGES**

IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS REPRESENTATIVES BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT A PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

### **17.02 INTENTIONALLY OMITTED**

### **17.03 Damage to Tenant's Property**

Landlord will not be liable for any damage to property of Tenant or of others entrusted to employees of the building, nor for loss of or damage to any property of Tenant by theft or otherwise, nor for any injury or damage to persons or property resulting from any cause of whatsoever nature unless due to the gross negligence or willful misconduct of Landlord, or anyone acting for or through Landlord. Landlord or its agents will not be liable for any such damage caused by other tenants or persons in, upon or about said Building or caused by operations in construction of any private, public or quasi-public work.

Tenant hereby releases Landlord and waives any right of recovery against Landlord for loss or damage to Tenant's property unless such loss or damage is caused by gross negligence or willful misconduct of Landlord or Landlord's agents, employees, officers, contractors, licensees, invitees or otherwise.

## **ARTICLE XVIII. NOTICE**

### **18.01 Notice**

Except as otherwise provided herein, all notices or requests given, sent or required to be given with

respect to any matter pertaining to this Lease must be in writing and must be sent by nationally recognized overnight courier service, such as, but not limited to, Federal Express, or delivered by hand, with a signed receipt therefor, or by certified mail with return receipt requested, or by express mail, in each case with charges billed to the sender or proper postage prepaid, as applicable, and will be deemed given on the date received (or refused) when addressed to the parties at Landlord's Notice Address, in the case of notices to Landlord, or at Tenant's Notice Address, in the case of notices to Tenant, as set forth in the Basic Lease Information, paragraphs L and M above, or in either case to such other addresses as Landlord or Tenant may designate to the other by notice.

**ARTICLE XIX.**  
**MISCELLANEOUS**

**19.01 Parties**

A. The word "Tenant" as used in this Lease shall be construed to mean tenants in all cases where there is more than one tenant, and the necessary grammatical changes required to make the provisions hereof apply to corporations, partnerships, or individuals, men or women, shall in all cases be assumed as though in each case fully expressed. Each provision hereof shall extend to and shall, as the case may require, bind and inure to the benefit of Tenant and its heirs, legal representative, successors and permitted assigns hereunder, provided that this Lease shall not inure to the benefit of Tenant and its heirs, legal representative, transferee or successor of Tenant except upon the express written consent or election of Landlord. To the extent Tenant is comprised of more than one entity or individual, as the case may be, each such entity or individual shall be jointly and severally liable for all obligations under this Lease.

B. The term "Landlord" as used in this Lease shall mean the fee owner of the entire Property or, if different, the party holding and exercising the right, as against all others (except space tenants of Building) to possession of the entire Property. Landlord shall have the right, to transfer and assign in whole or in part, all its rights and obligations hereunder and in the Property, and in the event of any voluntary or involuntary transfer of such ownership or right to a successor in interest of Landlord, unless otherwise noted herein, Landlord shall be freed and relieved of all liability and obligation hereunder which shall thereafter accrue (and, as to Tenant's Security Deposit or any unapplied portion of Tenant's Security Deposit thereof, Landlord shall be relieved of all liability therefore upon transfer of the same to its successor in interest) and Tenant shall look solely to such successor in interest for the performance of the covenants and obligations of Landlord hereunder which shall thereafter accrue. Notwithstanding the foregoing, no mortgagee or ground lessor that succeeds to the interest of Landlord hereunder (either in terms of ownership or possessory rights) shall (i) be liable for any previous act or omission of a prior Landlord, (ii) be subject to any rental offsets or defenses against a prior Landlord, (iii) be bound by any amendment of this Lease made without its written consent, or by payment by Tenant of rent in advance in excess of one (1) month's rent, or (iv) be liable for any security not actually received by it. Subject to the foregoing, the provisions hereof shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of Landlord.

C. Nothing contained in this Lease shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties hereto, it being understood and agreed that neither the method of computation of Rent, nor any other provision contained herein, nor any acts of the Parties herein, shall be deemed to create any relationship between the Parties hereto other than the relationship of Landlord and Tenant.

D. As part of the consideration for this Lease, Landlord warrants and represents to Tenant that this Lease has been duly authorized, approved and ratified in all respects by all necessary action of Landlord and has been executed and delivered by a duly authorized officer of Landlord. As part of the

consideration for this Lease, Tenant warrants and represents to Landlord that this Lease has been duly authorized, approved and ratified in all respects by all necessary action of Tenant and has been executed and delivered by a duly authorized officer of Tenant.

#### **19.02 Broker**

Landlord and Tenant represent and warrant to the other that it has not dealt with any broker in connection with this Lease other than HS Capital Fund, Inc. for Landlord and Colliers for Tenant (collectively, the "Broker"), and to the best of each of their knowledge and belief, no broker, finder or like entity procured or negotiated this Lease or is entitled to any fee or commission in connection herewith other than Broker. Each of Landlord and Tenant shall indemnify, defend, protect and hold the other Party harmless from any and all losses, liabilities, claims, judgments, fines, suits, demands, costs, interest and expense of any kind or nature (including reasonable attorneys' fees and disbursements) arising out of or in connection with the breach of such representation or warranty. Landlord will be solely responsible to pay Broker their commissions pursuant to a separate agreements.

#### **19.03 Entire Agreement, Amendments**

Neither Party hereto has made any representations nor promises, except as contained herein. Any representation, inducement, warranty, understanding or agreement that is not expressly set forth in this Lease shall be of no force and effect. No agreement hereinafter made shall be effective to change, modify, discharge, or effect an abandonment of this Lease, in whole or in part, unless such agreement is in writing and signed by the Party against whom enforcement of the change, modification, discharge or abandonment is sought. This Lease incorporates and includes the exhibits attached hereto and contains and embodies the entire agreement of the Parties and supersedes all prior agreements, negotiations, letters of intent, proposals, representations, warranties, understandings, suggestions and discussions, whether written or oral, of the Parties. Tenant shall, at Landlord's request, promptly execute any requisite document, certificate or instrument that is necessary or desirable to clarify or carry out the force and effect of any terms of conditions of, or obligations of Tenant under this Lease. The City Manager of Tenant shall have the authority to execute and deliver such document(s), certificate(s) or instrument(s) from time to time hereunder.

#### **19.04 Captions**

The captions of the sections in this Lease are inserted and included solely for convenience and shall not be considered or given any effect in construing the provisions hereof.

#### **19.05 Construction of Lease**

If any term of this Lease, or the application thereof to any person or circumstances, is deemed to be invalid or unenforceable, the remainder of the Lease, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, will be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

#### **19.06 Force Majeure**

Whenever a period of time is herein prescribed for the taking of any action by Landlord or Tenant, or in the event that Landlord or Tenant cannot commence or complete the work or perform any other obligation hereunder, except an obligation to pay Rent or Additional Rent, by the date specified therefor, neither Landlord nor Tenant will be liable, or responsible for, and there shall be excluded from the computation of such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions, or any other cause whatsoever beyond the control of Landlord or Tenant and, with respect to an obligation which must be completed by a specified

date, the time for the commencement or the completion of the work or the performance of such obligation will be automatically extended for the period of delay due to such event. COVID-19 or similar pandemics are expressly excluded from this force majeure clause and shall not be deemed a force majeure event (collectively "**Force Majeure**").

#### **19.07 Hazardous Materials**

Tenant will not (either with or without negligence) cause or permit the escape, disposal or release of any asbestos containing materials, polychlorinated biphenyls, urea-formaldehyde and urea-formaldehyde foam insulation, nuclear fuel or waste, petroleum products and any hazardous waste, toxic substance, related components, related constituents, pollutant, or contaminant, including without limitation, any substance defined or treated as a "hazardous substance," extremely hazardous substance or "toxic substance" (or comparable term) in violation of any applicable environmental Laws. Tenant shall not allow the storage or use of such substances or materials in any manner in violation of Laws or by the highest standards prevailing in the industry for the storage and use of such substances or materials, nor allow to be brought into the Property any such materials or substances, and then only after written notice is given to Landlord of the identity of such substances or materials, except no notice shall be required for standard office supplies for Tenant's use. Without limitation, hazardous substances and materials shall include those described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et seq., any applicable state or local laws and the regulations adopted under these acts. If any lender or governmental agency shall ever require testing to ascertain whether or not there has been any release of hazardous materials, then Tenant shall reimburse the reasonable costs thereof to Landlord upon demand as additional charges if such requirement applies to the Premises. In addition, Tenant shall execute affidavits, representations and the like from time to time at Landlord's request concerning the presence of hazardous substances or materials on the Premises.

Landlord, at its sole cost and expense, will:

Regularly monitor the Premises for the presence of mold and any conditions that can reasonably be expected to give rise or be attributed to mold including, but not limited to, observed or suspected instances of water damage, condensation, seepage, leaks, or any other water penetration (from any source, internal or external), mold growth, mildew, repeated complaints of respiratory ailments or eye irritation by Tenant's employees or any other occupants of the Premises, or any notice from a governmental agency of complaints regarding the indoor air quality at the Premises (the "Mold Conditions"); and

Immediately notify Landlord in writing if it observes, suspects, has reason to believe, or should know of, mold or Mold Conditions present at the Premises.

In the event of suspected mold or Mold Conditions at the Premises, Landlord may cause an inspection of the Premises during such time as Landlord may designate, to determine if mold or Mold Conditions are present at the Premises. If the mold or Mold Conditions are attributable to the acts of omissions of Tenant or Tenant's contractors, agents, or employees, Tenant will be responsible to reimburse Landlord for the cost of such report.

If Mold Conditions are found in the Premises, Tenant shall provide access to Landlord and Landlord's agents to undertake any work at reasonable times to remove Mold Conditions deemed necessary by Landlord.

Tenant agrees not to generate hazardous effluents.

Tenant agrees to allow reasonable access to the Premises for monitoring of the above by Landlord, Broward County, DERM and the Florida DER to assure compliance with the above as well as any other conditions relating to the use of the Property.

Violation of any of the above shall be deemed to be a material default by Tenant under this Lease.

The provisions of this Section 19.07 will survive the expiration or earlier termination of this Lease but shall expire upon expiration of the statute of limitations.

**19.08 Ground Lease; Representations of Landlord.** This Lease is subject to the terms and conditions of the Ground Lease (as such term is defined on Exhibit B attached hereto). If required under the Ground Lease, the City consents to this Lease and consents to the use described herein. Landlord hereby represents and warrants to Tenant that no other party has a lease, license, concession or right to occupy or possess the Premises described herein and that the validity and enforcement of this Lease does not conflict with or cause a default under any other agreement to which Landlord is a party to or requires the consent of any other party.

**19.09 Radon**

In compliance with Florida law, Landlord is required to provide the following notification: "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 department."

**19.10 Light and View**

If the view from the Premises or the light or air entering the Premises are interfered with for any reason whatsoever including, but not limited any structure being erected on land adjacent to the Building or as a result of Landlord's own acts, Landlord shall not be liable for any damage Tenant may sustain thereby.

**19.11 Recordation**

Tenant agrees not to record this Lease or any memorandum hereof but Landlord may record this Lease or a memorandum thereof, at its sole election. Tenant shall join in the execution of any such memorandum of lease requested by Landlord.

**19.12 Governing Law, Venue**

This Lease and the rights and obligations of the parties hereto are governed by the laws of the State of Florida. Venue for all purposes shall be in Broward County, Florida.

**19.13 Time of Performance**

With respect to all obligations of Tenant hereunder, unless otherwise specifically provided, time is of the essence of this Lease.

**19.14 Floor Load Limit**

Tenant shall not place a load upon any floor of the Premises exceeding the floor load per square



foot area which such floor was designed to carry and which may be allowed by law. Landlord reserves the right to prescribe the weight limitations and position of all heavy equipment and similar items, and to prescribe the reinforcing necessary, if any, which in the opinion of Landlord may be required under the circumstances, such reinforcing to be at Tenant's expense.

#### **19.15 Patriot Act and Homeland Security**

Tenant represents and warrants that neither Tenant (which for the purpose of this Section 19.15 includes its partners, members, principal stockholders and any other constituent entities) nor any person or entity that owns any direct or indirect beneficial interest in Tenant is, or is acting directly or indirectly for or on behalf of any group, entity, or nation, named by any Executive Order of the President of the United States or the United States Treasury Department as a terrorist or other "specifically designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <<http://www.treas.gov/ofac/t11>> or at any replacement website or other replacement official publication of such list or other person, entity, nation or transaction banned or blocked pursuant to any law, order, rule or regulation that is enforced or administered by the United States Office of Foreign Assets Control or any successor entity, agency or department (an "SDN"). Tenant further represents and warrants that it (i) is currently in compliance with and will at all times during the Term of this Lease (including any extension thereof) remain in compliance with the regulations of the Office of Foreign Asset Control of the Department of the Treasury and any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action relating thereto, and (ii) has not used and will not use funds from illegal activities for any payment made under the Lease.

#### **19.16 Financial Statements.**

Upon Landlord's written request, Tenant shall promptly furnish Landlord, from time to time, with the most current audited financial statements prepared in accordance with generally accepted accounting principles, certified by Tenant and an independent auditor to be true and correct, reflecting Tenant's then current financial condition.

#### **19.17 INTENTIONALLY OMITTED**

#### **19.18 Late Charge**

In the event that any payment required by Tenant under the provisions hereof shall not be paid within ten (10) days after its due date, Tenant shall, without further demand, pay a late charge to Landlord equal to five (5) percent of the past due amount, plus any and all bank charges for dishonored checks or funds (each such charge, a "**Late Charge**"), and such Late Charge will be deemed Additional Rent for all purposes under this Lease. Since the Late Charge described herein shall be in addition to any interest that may be due on any amounts to which a Late Charge shall apply hereunder, Landlord's inability or failure to collect a Late Charge for any reason shall not excuse collection in the future and shall not constitute, or be construed as, a waiver of Landlord's rights hereunder to collect Late Charges now or in the future.

Tenant's obligations to pay rent, late charges and interest are subject to the provisions of Florida's Prompt Payment Act.

#### **19.19 Waiver of Venue and Trial by Jury by Tenant**

LANDLORD AND TENANT HEREBY EXPRESSLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, BROUGHT BY EITHER OF THEM AGAINST THE

OTHER, ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THEIR RELATIONSHIP AS LANDLORD AND TENANT, TENANT'S USE AND OCCUPANCY OF THE PREMISES, AND/OR ANY CLAIM OF INJURY OR DAMAGE. TENANT (AND ANY GUARANTORS AND OTHER PARTIES WITH LIABILITY FOR THE PERFORMANCE OF ANY OR ALL OF TENANT'S OBLIGATIONS HEREUNDER, AS WELL AS ANY SUBTENANTS, ASSIGNEES AND LICENSEES OF TENANT) HEREBY AGREES TO SUBMIT TO THE PERSONAL JURISDICTION AND VENUE IN ANY COURT OF COMPETENT JURISDICTION WITHIN BROWARD COUNTY, FLORIDA.

**19.20 Estoppel Statement**

Tenant shall from time to time, within thirty (30) days after request by Landlord, execute, acknowledge, and deliver to Landlord a statement certifying that this Lease is unmodified and in full force and effect (or that the same is in full force and effect as modified, listing any instruments of modification), the dates to which Rent and other charges have been paid, whether or not Landlord is in default hereunder, whether Tenant has any claims or demands against Landlord (and, if so, the default, claim, and/or demand shall be specified) and any other information that may be required by Landlord, any prospective purchaser, ground lessor or mortgagee of the Property or Building and such statement may be delivered by Landlord to any prospective purchaser, ground lessor or mortgagee of the Property or Building and may be relied upon by such prospective purchaser, ground lessor or mortgagee. The City Manager has delegated authority to execute Estoppel Statements.

**19.21 No Warranties**

Except as otherwise may be expressly set forth herein, neither Landlord nor Landlord's agents have made any representations or warranties with respect to the Premises and no rights, easements or licenses are acquired by Tenant by implication or otherwise. Tenant expressly agrees that there are and shall be no implied warranties of merchantability, habitability, fitness for a particular purpose or of any other kind arising out of this Lease, and there are no warranties which extend beyond those expressly set forth in this Lease. However, Landlord has granted and has the authority to grant a Leasehold interest in the Property/Premises to Tenant.

**19.22 Landlord's Consent**

If Tenant requests Landlord's consent with respect to any matter hereunder and Landlord fails or refuses to give such consent, Tenant shall not be entitled to any damages for any withholding by Landlord of its consent, it being intended that Tenant's sole remedy will be an action for specific performance or injunction and that such remedy will be available only in those cases where this Lease expressly provides that Landlord will not unreasonably withhold its consent.

**19.23 INTENTIONALLY OMITTED.**

**19.24 INTENTIONALLY OMITTED.**

**19.25 Severability of Provisions**

Any provision of this Lease that is prohibited or unenforceable under the laws of the State of Florida or any applicable laws of the United States of America shall be ineffective to the extent of such prohibition or invalidity without invalidating the remaining portions hereof or thereof.

**19.26 Successors and Assigns**

This Lease shall be binding upon and inure to the benefit of Tenant and Landlord and their respective successors and assigns; provided, however, that any assignment by Tenant shall have been made in accordance with Section 6.01 hereof.

**19.27 Attorneys' Fees.**

If any action is brought by either Landlord or Tenant against the other relative to the enforcement of the terms, provisions covenants and conditions of this Lease or in regard to any other matter relating to this Lease, the party in whose favor final judgment shall be entered shall be entitled to recover court costs incurred and reasonable attorney's fees (through trial, retrial, arbitration, mediation, judgment enforcement, and all appeals).

**19.26 INTENTIONALLY OMITTED**

**19.27 INTENTIONALLY OMITTED**

**19.28 Counterparts**

This Lease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement.

**19.29 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, Landlord 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 Commencement Date. This notice is required by Section 287.133(3)(a), Florida Statutes.

**19.30 Sovereign Immunity.** Nothing herein shall be deemed a waiver of the Tenant's sovereign immunity pursuant to Section 768.28, Florida Statutes, as amended from time to time.

**19.31 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 Landlord 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, 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, as may be amended or revised. The Tenant may terminate this Agreement at the Tenant's option if the Landlord is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes, 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, 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, as may be amended or revise.

**19.31 Florida Foreign Entities Act.** Pursuant to the Florida Foreign Entities Act, Sections 692.202-205, Florida Statutes, Foreign Principals of Foreign Countries of Concern are prohibited from owning or acquiring any interest in certain types of Florida real property. Landlord represents that neither it nor, to the best of Landlord's knowledge, after due inquiry, any of Landlord's principals, officers, directors, employees, subsidiaries, affiliates, agents or representatives, is a Foreign Principal as defined in the Florida Foreign Entities Act. Landlord further represents and warrants that it, to the best of Landlord's knowledge, after due inquiry, its principals, officers, directors, employees, subsidiaries, affiliates, agents and representatives are and have been in compliance, and will comply strictly throughout the performance of this Lease with the Florida Foreign Entities Act, and Landlord has instituted and maintains policies and procedures reasonably designed to promote and achieve compliance with the Florida Foreign Entities Act and with the representations and warranties contained herein. Landlord shall not take any action or omit to take any action that it believes, in good faith, would be in violation of the Florida Foreign Entities Act. Landlord shall notify Tenant immediately of any non-compliance with or breach of the covenants, representations and warranties contained in this Section 19.31. Tenant shall have the right to unilaterally terminate this Lease and/or pursue any other remedies available to it at law or in equity in the event of any non-compliance with or breach of the covenants, representations and warranties contained in this Section 19.31. Landlord acknowledges that Tenant will rely upon the foregoing representations and warranties to establish Landlord's compliance with the Florida Foreign Entities Act.


LANDLORD AND TENANT HAVE EACH CAREFULLY READ AND REVIEWED THIS INFORMED AND VOLUNTARY CONSENT HERETO AND AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LANDLORD AND TENANT WITH RESPECT TO THE PREMISES.


**[SIGNATURES APPEAR ON NEXT PAGE]**

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

WITNESSES:

**CYPRESS CORPORATE CENTER LLC, A  
FLORIDA LIMITED LIABILITY COMPANY**

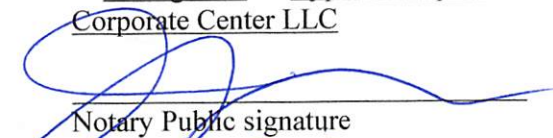
  
\_\_\_\_\_  
Dimitri Gomez  
Type or print name

By   
\_\_\_\_\_  
Harry Spitzer, Manager

\_\_\_\_\_  
OMAR CHARA  
Type or print name

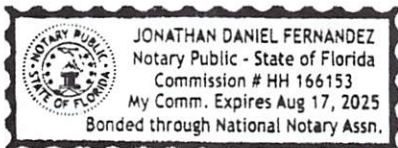
STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 24th day of November, 2023, by HARRY SPITZER as Manager of the Cypress Corporate Center LLC, a limited liability company on behalf of Cypress Corporate Center LLC

  
\_\_\_\_\_  
Notary Public signature  
Jonathan D. Fernandez  
Name Typed, Printed or Stamped

Personally Known \_\_\_\_\_ OR Produced Identification FL DL: ✓

Type of Identification Produced Florida Drivers License



*[Signature Page to Lease – Landlord]*

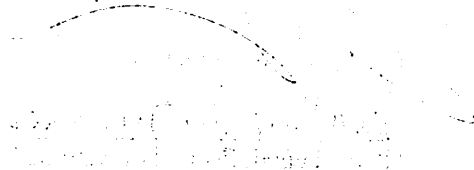
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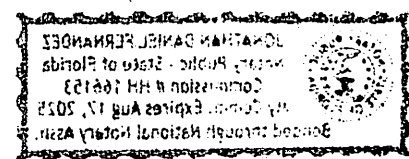
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CITY OF FORT LAUDERDALE, A  
MUNICIPAL CORPORATION OF THE STATE OF  
FLORIDA

WITNESSES:

[Signature]  
Scott Wyman  
[Witness type or print name]

[Signature]  
By: Dean J. Trantalis, Mayor

Donna Jarico  
Donna Jarico  
[Witness type or print name]

[Signature]  
By: Greg Chavarria, City Manager

ATTEST:

[Signature]  
David R. Soloman, City Clerk



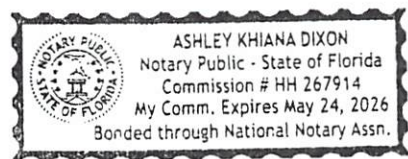
Approved as to form and correctness:  
Thomas J. Ansbro, City Attorney

[Signature]  
By: Lynn Solomon, Esq.  
Assistant City Attorney

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of  physical presence or  online, this 5<sup>th</sup> day of December, 2023, by DEAN J. TRANTALIS, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.

Ashley K. Dixon  
Notary Public, State of Florida



\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

Personally Known  OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

[Signature Page to Lease – Tenant – acknowledgments continue]



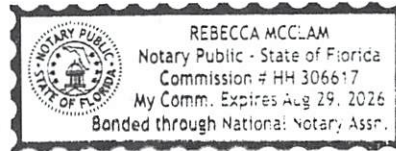


STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this by means of  physical presence or  online, this 30th day of November, 2023, by GREG CHAVARRIA, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.

R. McClam  
Notary Public, State of Florida

Rebecca McClam  
Name of Notary Typed, Printed or Stamped



Personally Known  OR Produced Identification   
Type of Identification Produced \_\_\_\_\_

*[Signature Page to Lease – Tenant – end of acknowledgments]*

**EXHIBIT A**  
**FLOOR PLAN**

## EXHIBIT B

### LEGAL DESCRIPTION OF THE LAND

Lots 22, 41 and 42, Fort Lauderdale Industrial Airpark-Section 2, a subdivision, according to the map or plat thereof, as recorded in Plat Book 63, Page 8, of the Public Records of Broward County, Florida.

Subject to that certain Consolidated Lease Agreement between the City of Fort Lauderdale and Bank One, Milwaukee, N.A., a copy of which is recorded in Official Records Book 20581, Page 714, being attached as Exhibit B to the Assignment of Ground Lease dated April 19, 1993 and recorded April 22, 1993 in Official Records Book 20581, Page 707; as assigned to Gulf Atlantic Investment Group, Inc. by the Assignment and Assumption of Ground Lease recorded March 21, 1994 in Official Records Book 21896, Page 665; as affected by the Consent to Assignment of Lease Agreement and Lease Guaranty recorded December 18, 1997 in Official Records Book 27430, Page 771, further assigned to Highwoods/Florida Holdings, LP, by the Assignment and Assumption of Ground Lease recorded December 18, 1997 in Official Records Book 27430, Page 780, and modified by the Amendment to Lease Agreement recorded December 18, 1997 in Official Records Book 27430, Page 785; as affected by the Consent to Assignment of Lease Agreement recorded June 11, 1999 in Official Records Book 29743, Page 1927, and further assigned to ACP Office I LLC by the Assignment and Assumption of Ground Lease recorded June 11, 1999 in Official Records Book 29743, Page 1936; further assigned to Cypress Executive Associates, LLC by the Assignment and Assumption of Ground Lease recorded March 29, 2006 in Official Records Book 41720, Page 133, further assigned in Official Records Instrument No. 112892331, as corrected by the Corrective Assignment and Assumption of Ground Lease recorded in Official Records Instrument No. 112917621, and as affected by the Consent to Assignment of Lease Agreement recorded in Official Records Instrument No. 112892332 (collectively, the "Ground Lease").

**EXHIBIT C**  
**RULES AND REGULATIONS**

1. The sidewalks, entries, passages, court corridors, stairways and elevators shall not be obstructed by any of the Tenants, their employees or agents, or used by them for purposes other than ingress and egress to and from their respective suites. There shall be no loitering in front of the Building by the employees or agents of any Tenant.

2. Landlord shall have the right to prescribe the weight, position and manner of installation of heavy articles such as safes, filing cabinets, machines and other equipment with Tenant may use in the Premises. No safes, furniture, boxes, large parcels or other kind of freight shall be taken to or from the Premises or allowed in any elevator, hall or corridor at any time except by permission of and at time allowed by Landlord. Tenant shall make prior arrangements with Landlord for use of freight elevator for the purpose of transporting such articles and such articles may be taken in or out of said Building only between or during such hours as may be arranged with and designated by Landlord. The persons employed to move the same must be approved by Landlord. In no event shall any weight be placed upon any floor by Tenant so as to exceed 50 pounds per square foot of floor space without prior written approval from Landlord.

3. Tenant will refer all contractors, contractors' representatives and installation technicians rendering any service on or the Premises for Tenant to Landlord for Landlord's approval and supervision before performance of any contractual service. This provision shall apply to all work performed in the Building, including installation of telephones, telegraph equipment, electrical devices and attachments and installations of any nature affecting floors, walls, woodwork, trim, windows, ceiling, equipment or any other physical portion of the Building.

4. No sign, advertisement or notice shall be inscribed, appointed or affixed on any part of the inside or outside of the said Building unless of such color, size, and style and in such place upon or in said Building as shall first be designated by Landlord; there shall be no obligation or duty on Landlord to allow any sign, advertisement or notice to be inscribed, painted or affixed on any part of the inside or outside of said Building, except as specifically set forth in the Lease of Tenant. Signs on doors shall be in accordance with Building standard as designated by Landlord. The cost of the Tenants graphics will be paid by Tenant. A directory in a conspicuous place, with the names of the Tenants, will be provided by the Landlord; any necessary revision in this will be made by Landlord within a reasonable time after notice from the Tenant of the error or change making the revision necessary.

5. Tenant shall have the nonexclusive use in common with the Landlord, other tenants, their guests and invitees, of the uncovered vehicle parking areas, driveways and footways, subject to reasonable rules and regulations for the user thereof as prescribed from time to time by Landlord so long as the same do not conflict with the terms and conditions of the Lease. Tenant's employees shall not park in the visitor parking area.

6. No Tenant shall do or permit anything to be done in the Premises, or bring or keep anything therein, which will in any way increase the rate of the fire insurance on said Building, or on property kept therein, or unreasonably obstruct or interfere with the rights of other Tenants, or in any way unreasonably injure or annoy them, or conflict with the laws relating to fire, or with any regulations of the fire department, or with any insurance policy upon said Building or any part thereof, or conflict with any rules or ordinances of any governing bodies.

7. Janitorial services will be secured by Tenant vendor.

8. Two (2) keys for the Premises will be furnished to Tenant without charge. No additional locks shall be placed upon any public entry doors without the written consent of the Landlord. All necessary keys shall be furnished by the Landlord, and the same shall be surrendered upon the termination of this Lease, and the Tenant shall then give the Landlord or his agents explanation of the combination of all locks upon the doors of vaults.

9. No windows or other openings that reflect or admit light into the corridors or passageways, or to any other place in said Building, shall be covered or obstructed by any of the Tenants. No awnings, curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with any window or door of the Premises without the prior consent of the Landlord, including approval by the Landlord of the quality, type, design, color and manner of attachment.

10. The water closets and other water fixtures shall not be used for any purpose other than those for which they were constructed, and any damage resulting to them from misuse, or the defacing or injury of any part of the Building, shall be borne by the person who shall occasion it.

11. No person shall disturb the occupants of the Building by the use of any musical instruments, the making of unseemly noises, of any unreasonable use. No dogs or other animals or pets of any kind will be allowed in the Building, except such being used to assist handicapped persons.

12. No bicycles or similar vehicles will be allowed in the Building.

13. Nothing shall be thrown out of the windows of the Building or down the stairways or other passages.

14. Tenant shall not be permitted to use or to keep in the Building any kerosene, camphene, burning fluid or other inflammable or toxic materials.

15. If any Tenant desires telegraphic, telephonic or other electric connections, Landlord or its agents will direct the electricians as to where and how the wires may be introduced, and without such directions no boring or cutting for wires will be permitted.

16. No portion of the Building shall be used for the purpose of lodging rooms or for any immoral or unlawful purpose.

17. All glass, locks and trimmings in or about the doors and windows and all electric fixtures belonging to the Building shall be kept whole, and whenever broken by anyone shall be immediately replaced or repaired and put in order by Tenant under the direction and to the satisfaction of Landlord, and on removal shall be left whole and in good repair.

18. No cooking shall be permitted within the Premises except by use of microwave and table top appliances (e.g. toaster ovens, coffee makers, etc.), provided that no cooking odors permeate from the Premises.

19. Tenants will not make any alterations or physical additions in or to the Premises without first obtaining the written consent of Landlord.

20. Movement of furniture or office equipment, or dispatch or receipt by Tenants of bulky material, merchandise or materials which requires use of elevators or stairways, or movement through the Building entrances or lobby, shall be restricted to such hours as Landlord may designate, and such movement shall be subject to control of Landlord.

21. All routine deliveries to a Tenant's Premises shall enter the Building through the loading dock only and be made through the freight elevators. Passenger elevators are to be used only for the movement of persons, unless an exception is approved by the Landlord in writing.

22. Corridor doors when not in use, shall be kept closed.

23. Tenants shall lock all office doors leading to corridors and turn out all lights at the close of their working day.

24. Tenants shall not tamper with or attempt to adjust temperature control thermostats in their respective Premises. Landlord shall adjust thermostats to maintain required temperatures for heating, ventilating and air conditioning.

25. Tenant and its employees and business visitors shall have access to the Premises twenty-four (24) hours a day, seven days a week. During Non-Business Hours (the hours prior to 7 a.m. and after 7 p.m., Monday through Friday; the hours prior to 8:00 a.m. and after 1:00 p.m. on Saturdays; all Sundays and holidays), Landlord shall not be liable for excluding any person from the Building unable to produce appropriate identification during Non-Business Hours, or for admission of any person to the Building at any time, or for damages or loss for theft resulting therefrom to any person, including Tenant.

26. Tenants shall not make or permit any improper noises in the Building or otherwise interfere in any way with other Tenants or persons having business with them.

27. No vending machines of any type shall be allowed in Tenant space without the prior written consent of Landlord.

28. Neither Building management nor Landlord will be responsible for lost or stolen personal property, money or jewelry from Tenant's Premises or public areas regardless of whether such loss occurs when area is locked against entry or not.

29. Canvassing, peddling, soliciting and distribution of handbills or other written materials in the Building are prohibited.

30. Landlord shall have the right to change the name of the Building and to change the street address of the Building, provided that in the case of a change in street address, Landlord shall give Tenant not less than 180 days' prior written notice of the change, unless the change is required by governmental authority.

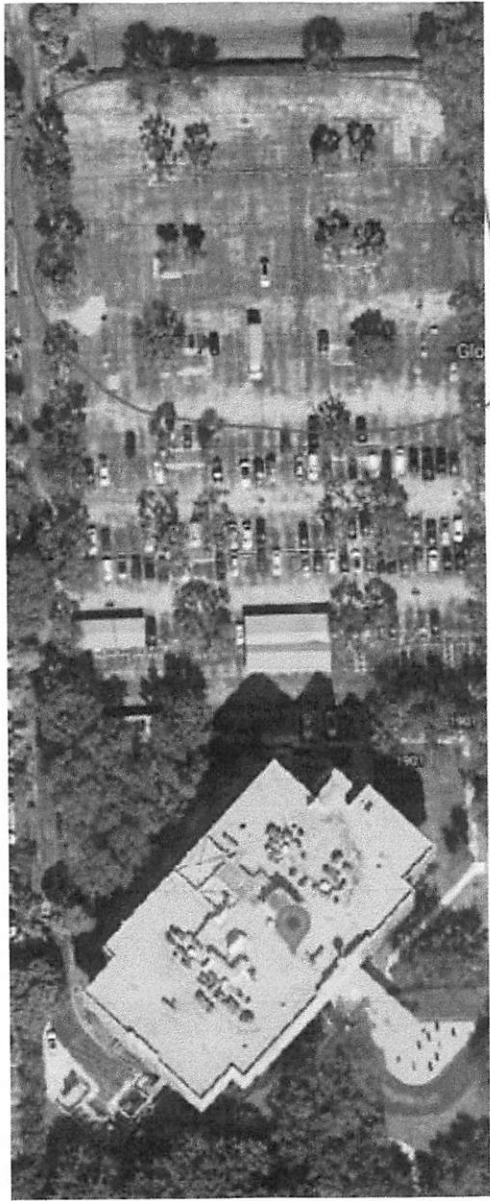
31. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular tenant, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of any other lessee, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all of the other tenants of the Building.

32. These Rules and Regulations are supplemental to, and shall not be construed to in any way modify or amend, in whole or in part, the terms, covenants, agreements and conditions of the Lease Agreement to which the same are attached.

33. Landlord reserves the right to rescind any of these rules and regulations and to make such other and further rules and regulations as in its judgment shall from time to time, be required for the safety, protection, care and cleanliness of the Building, the operation thereof, the preservation of good order therein and the protection and comfort of the tenants and their agents, employees and invitees so long as such

further rules and regulations do not conflict with the terms and conditions hereof. Such rules and regulations, when made and written notice thereof is given to a tenant shall be binding upon it in like manner as if originally herein prescribed. In the event of any conflict between these rules and regulations, as may be amended, and the Lease, the terms of the Lease shall prevail and control.

**EXHIBIT D**  
**ALLOCATED PARKING AREA**





**EXHIBIT E**

**LANDLORD WORK LETTER**

This Landlord Work Letter (this "**Work Letter**") is attached to and incorporated into that certain Lease Agreement dated the October \_\_, 2023 by and between **CYPRESS CORPORATE CENTER LLC**, a Florida limited liability company ("**Landlord**") and **CITY OF FORT LAUDERDALE**, a Florida Municipal Corporation ("**Tenant**") (the "**Lease**"). Supplementing the provisions of the Lease, but without limiting those provisions, Landlord and Tenant agree as follows with respect to the Landlord's Work to be installed in the Premises.

1. **Purpose.** This Work Letter establishes responsibilities for the design and construction of the Landlord's Work. The terms, conditions, and requirements of the Lease, except where clearly inconsistent or inapplicable to this Work Letter, are incorporated into this Work Letter.

2. **Definitions.** The following defined terms used in this Work Letter shall have the meanings set forth below. Unless provided to the contrary herein, any other capitalized term that is not defined in this Work Letter shall have the meaning given to that term in the Lease.

(a) "**Approved Working Drawings**" is defined in Section 3(c) hereof.

(b) "**Building Systems**" means the structural portions of the Building, the common area restrooms, elevators, the Building's HVAC, mechanical, electrical, plumbing, and fire and life safety systems and equipment (including, but not limited to, the fire alarm and fire sprinklers).

(c) "**Contractor**" is defined in Section 4 hereof.

(d) "**Cost Proposal**" is defined in Section 5(a) hereof.

(e) "**Days**" means, unless otherwise indicated, calendar days. [In all instances where Tenant is required to approve or deliver an item, if no written notice of approval is given or the item is not delivered within the stated time period, at Landlord's sole option, at the end of such period the item shall automatically be deemed approved or delivered by Tenant and the next succeeding time period shall commence.]

(f) "**Landlord's Representative**" means Harry Spitzer as the only person authorized to act for Landlord pursuant to this Work Letter. Tenant shall not be obligated to respond to or act upon any request, approval, inquiry or other communication from or on behalf of Landlord in connection with this Work Letter unless such communication is in writing from Landlord's Representative. Landlord may change the Landlord's Representative[s] at any time upon not less than three (3) days' advance written notice to Tenant.

(g) "**Landlord Work**" means the leasehold improvements to the Premises to be made by Landlord pursuant to this Work Letter and as more particularly set forth on Exhibit E-1 attached hereto.

(h) "**Permits**" is defined in Section 6(a) hereof.

(i) "**Punch List Work**" means those minor corrections of construction or decoration details, and minor mechanical adjustments, that are required to cause any applicable portion of the

Landlord's Work as constructed to conform to the approved plans in all material respects and that do not materially interfere with Tenant's use or occupancy of the Building and the Premises.

(j) "**Space Plan**" is defined in Section 3(a) hereof.

(k) "**Substantial Completion**" of the Landlord's Work shall be deemed to have occurred on the date that: (i) Landlord has substantially completed all of the Landlord Work, lien-free and in accordance with applicable laws, and such Landlord Work is also completed to the extent that Tenant is able to obtain an occupational license or business tax receipt, or the equivalent as applicable with respect to the Premises, provided however that except with respect to Landlord's Work, Landlord shall have no obligation whatsoever to undertake any other steps with respect to Tenant's efforts to obtain its occupational license or business tax receipt; (ii) all Landlord Work has been performed in accordance with the terms of this Work Letter, other than any Punch List Work; and (iii) Landlord has obtained and delivered to Tenant a permanent or temporary certificate of occupancy with respect to the Premises (to the extent same is applicable) except to the extent the same cannot be obtained by reason of the incompleteness of installations or other work that is the responsibility of Tenant (such as, but not limited to, the installation and making operational of Tenant's systems and telecommunications equipment), in which case Landlord shall obtain the same within a reasonable time after the same can be obtained. The Premises at the time of delivery (i.e., after performance of improvements by Landlord) to Tenant, and the Building common areas at all times during the lease term, will be in full compliance with the Americans with Disabilities Act (ADA) and any other applicable local, state or federal code or legal requirements.

(l) "**Tenant Contractor**" or "**Tenant Contractors**" means any employees, agents, contractors, consultants, subcontractors, mechanics, suppliers and invitees of Tenant, whether or not directly employed by Tenant, each of whom shall be reasonably approved by Landlord before they may work in the Building.

(m) "**Tenant Delay**" means a delay caused by any of the following:

(i) Tenant's failure to timely approve the Working Drawings or any other matter requiring Tenant's approval;

(ii) a breach by Tenant of the terms of this Work Letter or the Lease;

(iii) Tenant's request for changes in any of the Working Drawings but only if such a request actually causes a delay to Substantial Completion of the Premises;

(iv) Tenant's requirement for: (A) materials, components, finishes, or improvements which are different from, or not included in, Landlord's standard tenant improvement items for the Building (which have been provided to Tenant and of which Tenant acknowledges receipt); or (B) materials that are not available in a commercially reasonable time given the estimated date of Substantial Completion of the Premises, but only to the extent that such a requirement actually causes a delay to Substantial Completion of the Premises; or

(v) any other acts or omissions of Tenant, or of any of the Tenant Contractors, their agents, or employees that continue more than one (1) day after written notice thereof by Landlord.

(n) "**Landlord Improvement Work**" means all work necessary and appropriate to complete the Landlord's Work in accordance with this Work Letter and the Lease. For the avoidance of doubt, Landlord shall have no obligation whatsoever to complete any of Tenant's Work which shall be expressly excluded.

(o) "**Tenant's Representative**" means David Hines, Vice President of Operations as the only person authorized to act for Tenant pursuant to this Work Letter. Tenant may change the Tenant's Representative at any time upon not less than three (3) days' advance written notice to Landlord.

(p) "**Working Drawings**" is defined in Section 3(b) hereof.

3. **Plan Approval.**

(a) Prior to the execution of the Lease, Landlord and Tenant have approved detailed space plans for the construction of certain improvements in the Premises, which space plans have been prepared by Landlord's architect (collectively, the "**Space Plan**"), which Space Plan is attached hereto as **Exhibit E-2** attached hereto.

(b) Within thirty (30) calendar days following the execution of the Lease, Landlord shall cause its architect and engineers to prepare and deliver to Tenant detailed specifications and engineered working drawings for the Landlord's Work shown on the Space Plan, with such modifications to the Space Plan as shall be necessary to comply with the requirements of the Building Systems of the Building (the "**Working Drawings**").

(c) Tenant shall approve or disapprove the Working Drawings within fifteen (15) calendar days after receipt. Tenant may only disapprove the Working Drawings to the extent such Working Drawings are inconsistent with the Space Plan and only if Tenant delivers to Landlord, within such fifteen (15) calendar day period, specific changes proposed by Tenant which are consistent with the Space Plan. If any such revisions are timely and properly proposed by Tenant, Landlord shall cause its architect and engineers to revise the Working Drawings to incorporate such revisions and submit the same for Tenant's approval in accordance with the foregoing provisions, and the parties shall follow the foregoing procedures for approving the Working Drawings until the same are finally approved by Landlord and Tenant. Upon Landlord's and Tenant's approval of the Working Drawings, including any agreed changes pursuant to Sections 5 and 6, the same shall be known as the "**Approved Working Drawings**".

4. **Construction Contracts.** Landlord shall enter into a construction contract for the performance of the Landlord Improvement Work with a contractor selected by Landlord which shall be subject to the approval of Tenant (not to be unreasonably withheld, conditioned or delayed)(the "**Contractor**").

5. **Proposed Changes.**

(a) Any proposed changes to the Working Drawings (other than changes that make the Working Drawings conform to the Space Plan) shall be subject to Landlord's approval, which approval shall not be unreasonably withheld, conditioned, or delayed. If Landlord approves the proposed revisions: (A) Landlord shall have the Working Drawings revised in accordance with the approved revisions; and (B) Landlord shall submit a revised Cost Proposal to Tenant. Tenant shall notify Landlord in writing within ten (10) calendar days whether it desires to proceed with such revisions. If Tenant fails to approve such revisions and revised Cost Proposal within such ten (10)

calendar day period; such failure shall be deemed to be a Tenant Delay. Any delays arising from further changes to the Working Drawings requested by Tenant shall be deemed to be Tenant Delays.

(b) Tenant's final approval of the Approved Working Drawings shall be authorization by Tenant for Landlord to purchase all materials and to promptly commence the construction of the Landlord's Work in accordance with the Approved Working Drawings.

6. **Performance of the Landlord Work.**

(a) Landlord shall cause the Contractor to obtain all applicable building permits for construction of the Landlord Work (collectively, the "**Permits**"), and to perform the Landlord Work. Landlord shall ensure the Landlord Work is performed in a good and workmanlike manner and in compliance with the Permits and all applicable Laws in effect at the time of construction. Subject to Section 7, Force Majeure and Tenant Delay, Landlord shall cause the Landlord's Work to be Substantially Completed on or before January 1, 2024 (subject to Force Majeure) after Tenant's final approval of the Approved Working Drawings as soon as practicable; provided however Landlord may extend such period by a reasonable length of time as may be required to complete the Landlord's Work.

(b) If any local governmental agency requires revisions to the Approved Working Drawings, Tenant shall be deemed to have approved any adjustments to the Approved Working Drawings. If any governmental authority issuing Permits for the construction of the Landlord's Work shall impose terms or conditions upon the construction thereof that: (i) are inconsistent with Landlord's obligations hereunder; (ii) increase the cost of constructing the Landlord's Work; or (iii) will materially delay the construction of the Landlord's Work, Landlord and Tenant shall reasonably and in good faith seek means by which to mitigate or eliminate any such adverse terms and conditions.

7. **Change Requests.** No changes to the Approved Working Drawings may be made without the prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion. If Tenant requests a change that would directly or indirectly delay the Substantial Completion of the Landlord's Work, Landlord shall not be obligated to make such change unless Tenant agrees in writing that such delay (in the amount reasonably determined by Landlord) is a Tenant Delay. If Tenant requests a change to the Approved Working Drawings that increases the costs, Landlord shall not be obligated to make such change unless Tenant agrees in writing to pay any such increase in costs in accordance with Section 10. Notwithstanding the foregoing, Landlord shall not be required to make (or cause to be made) more than two (2) separate revisions to the Approved Working Drawings.

8. **Substantial Completion.** When Landlord's architect certifies that the Landlord Improvement Work is Substantially Complete, Landlord shall notify Tenant thereof in writing. Tenant's Representative and Landlord's Representative shall at a mutually convenient date and time but in no event later than five (5) calendar days after such notice conduct a joint walk-through of the Premises in order to review the Landlord's Work. Based upon said walk-through, Landlord's Representative and Tenant's Representative shall prepare a list of Punch List Work and, subject to Force Majeure, Tenant Delays and other causes beyond Landlord's reasonable control, Landlord shall complete the Punch List Work items within five (5) calendar days after such joint walk-through. In the event of any dispute as to whether or not Landlord has Substantially Completed the Landlord's Work, the decision of Landlord's architect shall be final and binding on the parties. Tenant agrees that, at the request of Landlord from time to time after the initial inspection, Tenant shall initial such punch list or execute revised lists of Punch List Work to reflect completion or partial completion of prior Punch List Work.

9. **Early Entry by Tenant.** Subject to the terms hereof and provided that Tenant and its agents do not interfere with the Contractor's work in the Building and the Premises, Landlord shall allow Tenant and any of the Tenant Contractors access to the Premises at least thirty (30) days prior to the Substantial Completion of the Landlord Improvement Work for the purpose of installing equipment and/or fixtures (including Tenant's data and telephone equipment) and Tenant's furniture in the Premises. Prior to Tenant's entry into the Premises, Tenant shall submit a schedule to Landlord and the Contractor, for their approval, which schedule shall detail the Tenant Contractors accessing the Premises and the timing and purpose of such entry. In connection with any such entry, Tenant acknowledges and agrees that all Tenant Contractors shall fully cooperate, work in harmony with and not, in any manner, materially interfere with Landlord or Landlord's contractors (including the Contractor), agents, or representatives in performing work in the Building and the Premises, or in performing any inspections, or interfere with the general operation of the Building. If at any time any of the Tenant Contractors shall not be cooperative or shall otherwise cause or threaten to cause any such disharmony or interference, including, without limitation, labor disharmony, and Tenant fails to immediately institute and maintain corrective actions as directed by Landlord, then Landlord may revoke Tenant's entry rights (as to an individual Tenant Contractor, or as to all Tenant Contractors, as Landlord shall deem appropriate) upon twenty-four (24) hours' prior written notice to Tenant. Tenant acknowledges and agrees that any such entry into and occupancy of the Premises or any portion thereof by Tenant or any Tenant Contractor shall be deemed to be subject to all the terms, covenants, conditions, and provisions of the Lease, excluding only the covenant to pay Rent (until the occurrence of the Rent Commencement Date). The language above notwithstanding, Tenant's phone, data, furniture and electric contractors and vendors may have access to the Premises (to be coordinated with Landlord and/or Landlord's property manager) no less than thirty (30) days prior to occupancy, for purposes of measuring, planning, and installing phone data infrastructure, so long as Tenant does not interfere with Landlord's contractors, Landlord's Work and further provided that such contractors and vendors maintain all necessary insurances and licenses, including liability insurances as Landlord may reasonably require.

10. **Cost Allocation.**

(a) Landlord shall pay the entire cost of the Landlord's Work, provided however any further additions or changes which are outside of or in addition to the scope of Landlord's Work (or otherwise in accordance with the Approved Working Drawings) shall be paid by Tenant at its own cost and expense.

(b) In no event shall Landlord be obligated to pay for, the costs of any of Tenant's furniture, computer systems, telephone systems, equipment, or other personal property (whether or not such items may be depicted on the Approved Working Drawings), and the cost of such items shall be paid for by Tenant from Tenant's own funds.

11. **Miscellaneous.**

(a) All Landlord's Work to be performed by Landlord (and any installations in the Premises as set forth in the Approved Working Drawings, or otherwise) shall use Building-standard specifications, materials, finishes, and supplies, unless otherwise specified in the Approved Working Drawings. Landlord, in its sole discretion, may substitute items, materials, or finishes with other items, materials, or finishes of comparable kind and quality, provided that Landlord shall not make any substitution for any items, materials, or finishes that are specified by Tenant in the Approved Working Drawings. Landlord, at its sole option, may also change mechanical plans and specifications where necessary for the installation or modification of the Building Systems to accommodate the Landlord's Work, provided that any such changes shall not materially reduce the area of the Premises, affect the aesthetics of the Demised Premises in Tenant's reasonable judgment,

or materially and adversely affect Tenant's use and occupancy of the Demised Premises for the Permitted Use.

(b) Tenant acknowledges that the timely completion of the Landlord's Work is of the utmost importance to Landlord and Tenant. Accordingly, Tenant hereby agrees to fully and diligently cooperate with all reasonable requests by Landlord in connection with or related to the design and construction of the Landlord's Work and the completion of the permitting process and, in connection therewith, Tenant shall respond to Landlord's requests for information and/or approvals, except as specifically set forth herein to the contrary, within two (2) days following request by Landlord. Landlord and Tenant, and such other parties as may be useful or appropriate, shall meet on a scheduled basis to be determined by Landlord's Representative and Tenant's Representative, to discuss progress in connection with the same.

(c) If at any time on or before the Substantial Completion of the Landlord Work, Tenant is in default under this Work Letter or under the Lease, which default remains uncured after the expiration of applicable notice and cure periods, then: (i) in addition to all other rights and remedies granted to Landlord pursuant to the Lease, Landlord shall have the right to instruct the Contractor to cease the construction of the Landlord Work (in which case, Tenant shall be responsible for the Tenant Delay caused by such work stoppage); and (ii) all other obligations of Landlord under the terms of this Work Letter shall be suspended until such time as such default is fully and finally cured.


(d) Landlord shall, consistent with its obligations to other tenants of the Building, make the loading dock and the freight elevator reasonably available to Tenant in connection with initial decorating, furnishing, and moving into the Premises.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Work Letter as of the date set out above.

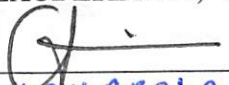
**LANDLORD:**

**CYPRESS CORPORATE CENTER LLC, a**  
Florida limited liability company

By:   
Name: Harry Spitzer  
Its: Manager

**TENANT:**

**CITY OF FORT LAUDERDALE, a Florida**  
Municipal Corporation

By:   
Name: GREG CAVALLARIA  
Its: CITY MANAGER

## **EXHIBIT E-1**

### **SCOPE OF LANDLORD WORK**

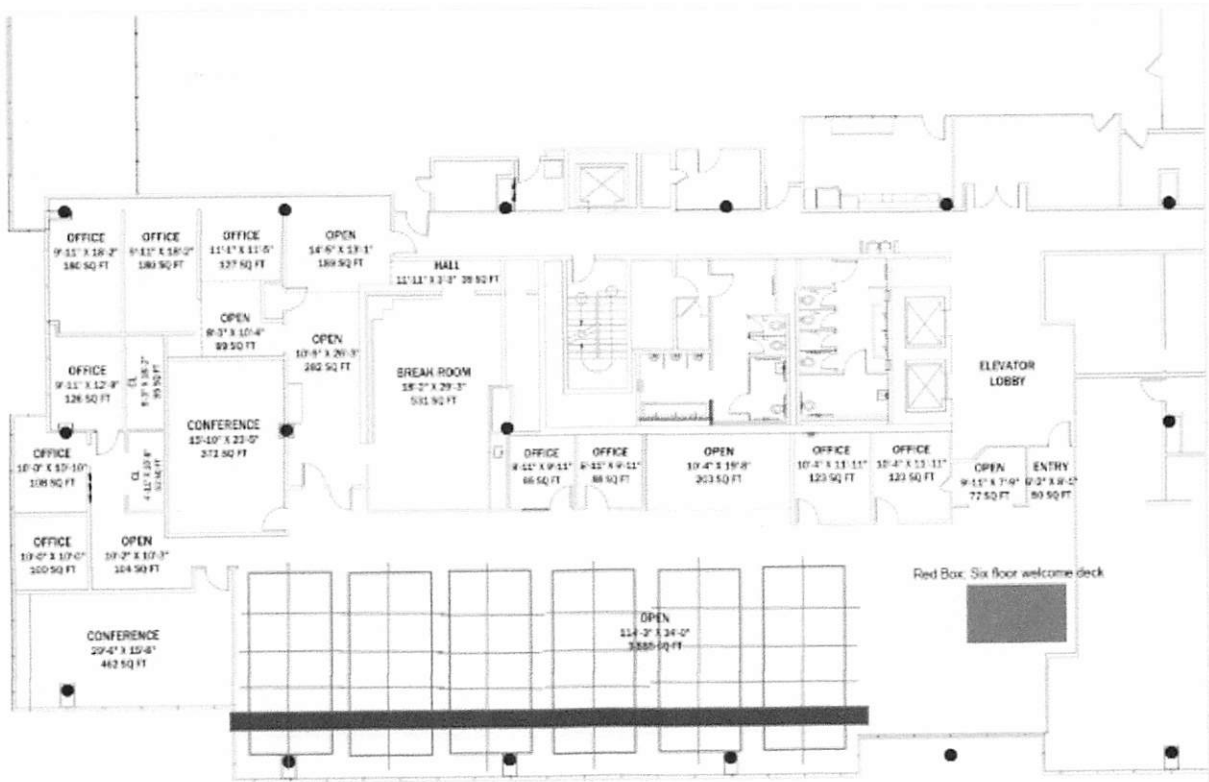
1. Provide keys for all locked doors. IT identified 4 closets and 2 sets of locked double doors in the breakroom area. The "X" on the attached indicated closets.
2. Move welcome desk from 6<sup>th</sup> floor lobby down to 5<sup>th</sup> floor suite as indicated on the attached (blue highlighted line labeled "Welcome Desk").
3. Adding workstations similar to those set forth on Exhibit E-3 into the area marked with blue highlighted line labeled Open 10'4"X9'8".
4. Adding a total of 60 cubicles to the 114'3"x34'0" open area (there are currently 50 cubicles).
5. Adding new lightbulbs where needed
6. New paint
7. Shampoo carpets
8. Remove sign from inside breakroom area

Notwithstanding the foregoing or anything contained herein to the contrary, Landlord shall have no obligation to perform any work and Landlord's Work shall expressly exclude any and all phone and data wiring, cabling and/or the installation of any fixtures, furniture and equipment (other than the receptionist workstation) in the Premises or any portion thereof.



**EXHIBIT E-2**

**SPACE PLAN**

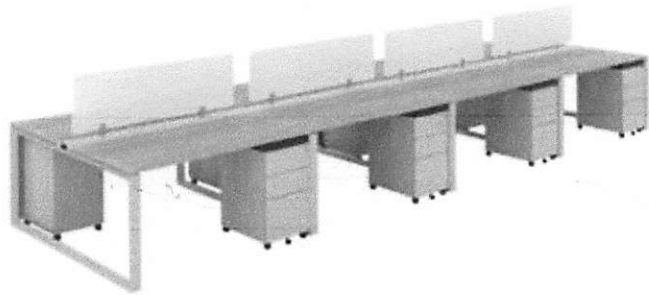


**CYPRESS EXECUTIVE CENTER SUITE 501**

**Q 378 DENTARI E COLIAD E EFF**

**SUITE 500**

**EXHIBIT E-3**





COMMISSION AGENDA ITEM  
DOCUMENT ROUTING FORM

11 5

Today's Date: 11/27/2023

DOCUMENT TITLE: Lease Agreement between Cypress Corporate Center LLC and the City of Fort Lauderdale, in Substantially the Form Provided - \$779,438 (36-Month Rent)

COMM. MTG. DATE: 11/21/2023 CAM #: 23-1105 ITEM #: M-5 attached:  YES  NO  
Routing Origin: CAO Router Name/Ext: Sonia/ x-5598 Action Summary attached:  YES

CIP FUNDED:  YES  NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) Dept: CAO Router Name/Ext: Sonias X5598 # of originals routed: 1 Date to CAO: 11/27/23

2) City Attorney's Office: Documents to be signed/routed?  YES  NO # of originals attached: 1

Is attached Granicus document Final?  YES  NO Approved as to Form:  YES  NO

Date to CCO: 11/27/23 Lynn Solomon [Signature]  
Attorney's Name Initials

3) City Clerk's Office: # of originals: 1 Routed to: Donna V./Amber C. /CMO Date: 11/28/23

4) City Manager's Office: CMO LOG #: NOV-79 Document received from: \_\_\_\_\_

Assigned to: GREG CHAVARRIA  SUSAN GRANT   
ANTHONY FAJARDO  GREG CHAVARRIA as CRA Executive Director

APPROVED FOR G. CHAVARRIA'S SIGNATURE  N/A FOR G. CHAVARRIA TO SIGN

PER ACM: S. Grant \_\_\_\_\_ (Initial/Date) PER ACM: A. Fajardo \_\_\_\_\_ (Initial/Date)

PENDING APPROVAL (See comments below)

Comments/Questions: \_\_\_\_\_

Forward \_\_\_ originals to  Mayor [Signature] CCO Date: 11/30/23

5) Mayor/CRA Chairman: Please sign as indicated. Forward \_\_\_ originals to CCO for attestation/City seal (as applicable) Date: \_\_\_\_\_

6) City Clerk: Scan original and forwards 1 originals to: Angela Salmon/ CMO/ Ext. 3442

\*\*\*Please provide a scan of completely executed document to [ssierra@fortlauderdale.gov](mailto:ssierra@fortlauderdale.gov)

Attach \_\_\_ certified Reso # \_\_\_\_\_  YES  NO

Original Route form to Sonia ext. 5598

Rev. 9/9/2020