

LEASE AGREEMENT

between

[REDACTED], INC.,
A Florida corporation

LANDLORD

and

THE CITY OF FORT LAUDERDALE,
a municipal corporation of The State of Florida

TENANT

4826-2620-0347.2
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LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the "Lease") is made and entered into as of the ____ day of May, 2014, by and between _____, Inc., a Florida corporation (hereinafter referred to as "Landlord") and The City of Fort Lauderdale, a municipal corporation of The State of Florida (hereinafter referred to as "Tenant").

WITNESSETH:

THAT LANDLORD, in consideration of the rents and agreements promised and agreed by Tenant to be paid and performed, leases to Tenant, and Tenant leases from Landlord, the Premises described herein, subject to the following terms.

ARTICLE I

DESCRIPTION OF PROPERTY; TERM; GREEN BUILDING OBJECTIVES

1. **Description of Property.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the following space: _____ consisting of approximately 5,095 rentable square feet on the second (2nd) floor as shown on **Exhibit "A"** and made a part of this Lease (the "**Premises**"). _____, (the "**Building**"), depicted on the site plan attached hereto as **Exhibit "B"**, together with the right to use in common with other tenants of the Building, their invitees, customers and employees, the lobby areas, stairways, elevators, hallways, lavatories and all other common facilities contained in the Building and parking areas. All of the land and real property underlying or adjacent to the Building, with all improvements, including the Building, and used in connection with the operation of the Building shall be referred to as the "**Property**".

2. **Term.** Tenant shall have and hold the Premises for a term of five (5) years (hereinafter referred to as the "**Term**" or "**Lease Term**"), commencing approximately August 1, 2014* (the "**Commencement Date**"), and expiring on the day preceding the fifth (5th) anniversary of the Commencement Date (the "**Expiration Date**"). Tenant agrees to execute upon substantial completion of the leasehold improvements described in Article VII, Section 1, and **Exhibit "E"** of this Lease, as applicable, an **Estoppel Certificate** in the form attached hereto as **Exhibit "C"**, certifying said dates. Tenant's failure or refusal to execute said Estoppel Certificate shall constitute a default hereunder.

For the purposes of this Lease, a "**Lease Year**" shall be defined as that twelve (12) month period during the Term or any extension of the Term commencing on the Commencement Date or the annual anniversary thereof, as may be applicable; provided, however, that if the Commencement Date is a day other than the first day of the calendar month, then the first Lease Year shall include that period of time from the Commencement Date up to the first day of the

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next calendar month, and any subsequent Lease Year shall be the twelve (12) month period beginning on the first day of such month. For the purpose of this Lease, a "Lease Month" shall be defined as those successive calendar month periods beginning with the Commencement Date and continuing through the Term or any extension of the Term of the Lease; provided, however, if the Commencement Date is a day other than the first day of the calendar month, then the first Lease Month shall include that period of time from the Commencement Date up to the first day of the next calendar month, and each subsequent Lease Month shall be a calendar month period beginning on the first day of such month.

A. Subject to any renewal, expansion or other leasing rights of other tenants in the Building and subject to the Landlord's right to renew or extend the term of any current tenant's lease, Tenant has one (1) option (the "**Renewal Option**") to extend the Lease Term for an additional term (the "**Option Lease Term**") of five (5) years beyond the Lease Term upon the same terms of this Lease provided:

(i) Tenant notifies Landlord in writing of its election to exercise such right at least ninety (90) days prior to the expiration of the Lease Term;

(ii) at the time of the exercise of such right, there is no existing monetary Default of which Landlord has given notice and which Tenant has not remedied within the time limits in the Lease;

(iii) that the Lease has not terminated; and

(iv) Tenant's Renewal Option shall be personal to Tenant/City of Fort Lauderdale or any governmental assignee and the option shall be void if (i) if Tenant has assigned or sublet a portion of or the entire Premises to a party other than another governmental assignee.

B. The annual base rent during the Option Lease Term (the "**Option Lease Term Base Rent**") shall be increased each Lease Year thereafter by fixed increases corresponding to those applicable during the initial Lease Term, which increases shall be at the rate of three percent (3.00%) per Lease Year.

C. Prior to the commencement of the Option Lease Term, upon the request of Landlord, Tenant hereby agrees to execute an amendment to the Lease in a reasonable form memorializing said extension of the Lease Term. If Tenant refuses to execute a document memorializing the terms of such extension of the Lease Term prior to the expiration of the initial Lease Term (or of the Option Lease Term, as applicable), or if Tenant fails to timely notify Landlord of its desire to exercise its Renewal Option, then Tenant shall be deemed to have waived the renewal option granted herein. It is acknowledged by the parties that execution of an amendment to the Lease required authorization of Tenant's/City of Fort Lauderdale's City Commission.

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D. Notwithstanding the foregoing, Landlord shall allow Tenant to occupy the space located as the third floor of the Building (the "Temporary Space"). Tenant shall vacate the Temporary Space at such time as Landlord delivers written notice to Tenant that the improvements to the Leased Premises are substantially completed and ready for occupancy. Tenant shall move to the Leased Premises within fourteen (14) days of its receipt of such written notice and shall leave the Temporary Space in broom clean condition, with all personal property removed, in the same condition as it existed when Tenant began occupying such Temporary Space. Notwithstanding the foregoing, Tenant shall in no event be liable for Base Rent or Additional Rent in connection with its occupancy of the Temporary Space or the Leased Premises before August 1, 2014 or the Commencement Date, whichever is later.

***Commencement Date is subject to adjustment pursuant to the terms and provisions of Exhibit "E" attached hereto.**

E. Notwithstanding the foregoing, in the event that Tenant is unable to obtain the necessary funding after Tenant has used good faith and commercially reasonable efforts to obtain such funding to allow Tenant to continue this Lease through the next fiscal year, Tenant shall have the right to terminate the Lease, with the effective date of such termination being on each anniversary of the Commencement Date of the Lease Term beginning with the first anniversary of the Commencement Date, provided that, Tenant first provides with written notice to Landlord of its election to terminate no later than ninety (90) days prior to such anniversary date(s). By way of example, presuming a Commencement Date of August 1, 2014, if Tenant does not obtain funding, despite its good faith, commercially reasonable efforts to do so, and Tenant desires to terminate as of the second anniversary date of the Commencement Date (August 1, 2016), Tenant would need to give Landlord written notice of its election no later than May 3, 2016. Time is of the essence with respect to the terms and provisions of this paragraph.

3. Landlord's Green Building Objectives.

A. Landlord is seeking certification of the Building under the U.S. Green Building Council's (USGBC's) Leadership in Energy and Environmental Design (LEED) Green Building Rating System™ administered by the Green Building Certification Institute (GBCI). In particular, the Landlord is seeking certification of the Building under the LEED for New Construction (LEED-NC) or greater and Landlord may from time to time seek recertification or additional sustainable building certifications related to the operation and maintenance of the Building (collectively, "**Landlord's Green Objectives**"). During the Lease Term, Tenant shall be required to adhere to certain construction and operational practices and procedures that may be necessary in order for the Building to comply with Landlord's Green Objectives. Those required practices and procedures may be as set forth in this Lease, the Rules and Regulations at **Exhibit "D"** as amended from time to time, or separate written policies to be provided to Tenant from time to time within or as updates to a Tenant Guidelines for Sustainable Development and Operations Manual and incorporated herein by this reference (collectively referred to as "**Tenant Sustainability Guidelines**"), provided, however, as to any subsequent amendment or modification to the Rules and Regulations, no such amendment or modification shall be effective as against Tenant/City of Fort Lauderdale unless Landlord provides Tenant/City of Fort

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Lauderdale with no less than thirty (30) days advance written notice thereof and Tenant/City of Fort Lauderdale agrees in writing to be bound by such amendment or modification, which such approval shall not unreasonably be withheld. The City Manager for Tenant/City of Fort Lauderdale is hereby authorized to grant or deny such approval. It is the intent of the parties hereto that the provisions of this Paragraph shall have no effect on the proposed amendment or modification of Rules and Regulations as it pertains to other tenants in the Building. Landlord shall not be responsible for the nonperformance by any other tenant or occupant of the Building of any said rules and regulations.

Tenant agrees to adhere to and abide by all mandatory requirements of the Tenant Sustainability Guidelines provided, however, that any such requirements not included in this Lease, the Rules and Regulations or the Tenant Guidelines for Sustainable Development and Operations Manual on the date of this Lease (i) do not unreasonably interfere with Tenant's use and enjoyment of the Premises and (ii) result in no material additional financial cost to Tenant for compliance.

B. To achieve certification under one or more of the LEED rating programs, the GBCI, a non-governmental organization who administers the LEED certification process for the USGBC, an independent nonprofit agency of which Landlord and various of its design and development consultants and professionals may be "member" companies or board members but over which Landlord and its consultants and professionals have no authority or control, must determine that the Building has met certain prerequisites and sufficient credits as a condition precedent to awarding certification. Such LEED certification processes and procedures are determined by the USGBC and may be subject to change and may not be uniformly applied. While Landlord aspires to obtain LEED certification for the Building, actual certification by the independent, third-party GBCI occurs only *after* verification of compliance with the applicable certification requirements, and, therefore, Landlord cannot and does not make any assurance, guaranty, representation or warranty that LEED certification under any program, or any particular level of LEED certification (Certified, Silver, Gold or Platinum), will be granted for the Building. Nothing contained herein shall constitute a guarantee, representation, or warranty, express or implied, that Landlord will pursue LEED certification to completion and/or that any such certification will in fact be obtained. Landlord specifically disclaims any implied warranty or representation regarding achievement of LEED certification. In the event LEED certification is obtained, Landlord shall have no duty to obtain future certifications or recertifications or take any actions to ensure that the Building would continue to meet such current or future rating standards. Tenant acknowledges expressly that it has not relied upon any aspirational goals or statements, oral or written, of the Landlord regarding the Landlord's Green Objectives. Furthermore, according to the USGBC and the anecdotal findings of other third parties, buildings that obtain certification under the LEED Green Building Rating System™ or incorporate sustainable design features may offer the potential benefits of increased energy efficiency, decreased water consumption, and enhanced indoor air quality, among other benefits. While Tenant, occupants, guests and invitees of the Building may enjoy such benefits on account of the Building's sustainability features or LEED certification status if granted by the GBCI, Landlord cannot and does not make any guarantee, representation, or warranty, express or implied, that any such benefits will be realized. The conferring of LEED certification by the GBCI is as of a

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date certain and may be predicated on certain assumptions, estimates, energy modeling and other studies conducted by the Landlord and its design and consultant professionals during the design, construction and/or certification process. Nothing herein should be construed as a representation or warranty by Landlord that the Building will in fact perform at the levels indicated in any such assumptions, estimates, models or studies or that the levels of energy and water efficiency, indoor air quality or other operational efficiency that may in fact exist at the commencement of this Lease will remain unchanged.

ARTICLE II

BASE RENT

1. **Base Rent; Late Charge; Sales Tax.** Tenant agrees to pay Landlord as rent for the first year of the Lease Term the sum of **\$63,687.50** (to wit: **\$12.50 prsf base rent x 5,095 rsf**) (the "**Base Rent**"), payable in twelve (12) equal monthly installments of **\$5,307.29** in advance on the first day of each and every month during the first year of the Lease Term. In addition, Tenant shall be responsible for the payment of **Additional Rent** (hereinafter defined) as provided in Article III below (the Base Rent and Additional Rent shall sometimes be collectively referred to as the "**Rent**"). In the event any monthly Rent payment is not paid within fifteen (15) days after it is due, Tenant agrees to pay a late charge of five (5%) percent of the amount of the payment due. Tenant further agrees that the late charge imposed is fair and reasonable, complies with all laws, regulations and statutes, and constitutes an agreement between Landlord and Tenant as to the estimated compensation for costs and administrative expenses incurred by Landlord due to the late payment of Rent by Tenant. Tenant further agrees that the late charge assessed pursuant to this Lease is not interest, and the late charge assessed does not constitute a lender or borrower/creditor relationship between Landlord and Tenant, and may be treated by Landlord as Additional Rent owed by Tenant. Tenant is a Florida municipal corporation and the intended use of the Premises is for governmental purposes. As such the lease of the Premises is exempt from sales or use tax. Therefore only to the extent Tenant is not entitled to an exemption from sales or use tax, then to the extent applicable, sales or use tax shall be paid.

2. **Rental Adjustment.** Commencing with the first month of the second lease year and each year thereafter during the Term of this Lease, the annual Base Rent shall be adjusted to be **103%** of the prior year's Base Rent, cumulatively. (For example, the Base Rent for the second year of the Lease Term shall be \$65,598.13, Base rent for the third year of the Lease Term shall be **\$67,566.07**, etc.)

3. **Payment without Notice or Demand.** The Rent called for in this Lease shall be paid to Landlord without notice or demand, and without counterclaim, offset, deduction, abatement, suspension, deferment, diminution or reduction. Tenant hereby waives all rights now or hereafter conferred to any offset, deduction, abatement, suspension, deferment, diminution or reduction of the Rent on account of any such circumstances or occurrence.

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4. **Place of Payment.** All payments of Rent shall be made and paid by Tenant to Landlord c/o [REDACTED], Inc. at [REDACTED], Fort Lauderdale, Florida 33309, or at such other place as Landlord may from time to time designate in writing to Tenant. All Rent shall be payable in United States currency. Any extension, indulgence or waiver permitted by Landlord in the time, manner or mode of payment of Rent, upon any one (1) or more occasions, shall not be construed as a continuing extension, indulgence or waiver and shall not preclude Landlord from demanding strict compliance herewith.

ARTICLE III

ADDITIONAL RENT

1. **Additional Rent.** In addition to the Base Rent, Tenant shall pay as additional rent (hereinafter referred to as "**Additional Rent**") its proportionate share (hereinafter referred to as "**Tenant's Proportionate Share**") of the Operating Expenses (hereinafter defined) of the Building and the Property. Additional Rent shall be paid to Landlord in accordance with the following provisions:

A. Landlord shall furnish to Tenant prior to thirty (30) days after the beginning of each calendar year, including the first calendar year, Landlord's **estimate of Operating Expenses** for the upcoming year. The Operating Expenses shall be determined as though the Building were occupied at the actual occupancy rate or at an occupancy rate of ninety-five (95%) percent, whichever is higher. Tenant shall pay to Landlord, on the first day of each month starting with the Commencement Date, as Additional Rent, an amount equal to one-twelfth (1/12th) of Tenant's Proportionate Share of Landlord's estimate of the Operating Expenses for that calendar year. If there shall be any increase or decrease in the Operating Expenses for any year, whether during or after such year, Landlord shall furnish to Tenant a revised estimate and the Operating Expenses shall be adjusted and paid or refunded, as the case may be. If a calendar year ends after the expiration or termination of this Lease, the Additional Rent payable hereunder shall be prorated to correspond to that portion of the calendar year occurring within the Term of this Lease.

B. Within 120 days after the end of each calendar year, Landlord shall furnish to Tenant a statement showing a summary of the actual Operating Expenses incurred for the preceding calendar year. Tenant shall either receive a refund (in the manner set out below) or be assessed an additional sum based upon the difference between Tenant's Proportionate Share of the actual Operating Expenses and the Additional Rent payments made by Tenant during said year. Any additional sum owed by Tenant to Landlord shall be paid within thirty (30) days of receipt of assessment. Any refund owed by Landlord to Tenant shall be credited toward the next month's rental payment. Each statement of Operating Expenses given by Landlord shall be conclusive and binding upon Tenant unless, within 60 days after Tenant's receipt thereof, Tenant shall notify Landlord that it disputes the accuracy of said statement and describe in reasonable detail what Operating Expenses are being disputed. Failure of Landlord to submit the written statement referred to herein shall not waive any rights of Landlord nor excuse Tenant's

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obligation to pay the difference of actual Operating Expenses hereunder at the time said statement is actually delivered to Tenant.

C. **"Operating Expenses"** shall mean expenses relating to the operation and maintenance of the Building and the Property, and all amenities and appurtenances relating thereto as further defined by the **Building Owners and Managers Association** (hereinafter referred to as **"BOMA"**), and shall include, without limitation, the following:

(i) wages and salaries of all persons engaged in the maintenance and operation of the Building and Property with a title of Property Manager or below and, to and on a proportionate basis if such employees split their time between the Building and other buildings;

(ii) social security taxes and all other taxes which may be levied against Landlord;

(iii) medical and general benefits for all Building employees, pension payments and other fringe benefits for employees with a title of Property Manager or below;

(iv) administrative expenses and charges associated with the operation of the Building;

(v) all insurance premiums, including any extended coverage or endorsements for repair, rebuilding or replacement of the Building in a manner determined appropriate by Landlord in its sole discretion for the Building to achieve certification under then applicable third party certification standards at the level consistent with Landlord's Green Objectives.

(vi) stand-by sprinkler charges, water charges and sewer charges;

(vii) electricity and fuel used in the heating, ventilation, air-conditioning, lighting and all other operations of the common areas of the Building and Property (to the extent Landlord determines it necessary to comply with Landlord's Green Objectives, the cost of such utilities may include the purchase of green or renewable energy or the cost of renewable energy credits, carbon offset credits or similar charges. Landlord shall have the right to provide electricity to the common areas of the Building and Property using photovoltaic or other alternative power source and to charge the market rate therefore to the extent permitted by law);

(viii) trash removal and recycling expenses;

(ix) painting of all common areas in the Building and Property, including painting, striping and the provision of signage on all pavement, curbs, walkways, driveways and parking areas in the Building and upon the Property;

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- (x) window cleaning, janitorial services and related equipment and supplies;
- (xi) management fees incurred in the operation of the Building and Property;
- (xii) cleaning, maintenance and repair of the Building and Property;
- (xiii) maintenance and service contracts;
- (xiv) tools, equipment and supplies necessary for the performance of repairs and maintenance (which are not required to be capitalized for federal income tax purposes);
- (xv) maintenance and repair of all mechanical, electrical and intrabuilding network cabling equipment in the Building or upon the Property;
- (xvi) cleaning, maintenance and repair of elevators, restrooms, lobbies, hallways and other common areas of the Building;
- (xvii) cleaning, maintenance and repair of pavement, curbs, walkways, lighting facilities, landscaping, driveways, parking areas and drainage areas upon and adjacent to the Property and the Building;
- (xviii) personal property taxes;
- (xix) real estate taxes assessed against the Building and the Property. The term "real estate taxes" shall mean any tax or assessment levied, assessed or imposed at any time by any governmental authority upon or against the Building or the Property or any part thereof, any tax or assessment levied, or any franchise, income, profit or other tax or governmental imposition levied, assessed or imposed against or upon Landlord in substitution in whole or in part for any tax or assessment against or upon the Building and the Property or any part thereof;
- (xx) assessments for public improvements imposed against the Building and the Property, including purchase of carbon offsets or taxes or similar charges related to greenhouse gas impacts;
- (xxi) all other costs and expenses which would be considered as an expense of cleaning, maintaining, operating or repairing the Building and Property, including, without limitation, any expense associated with administering, managing and providing a government mandated transportation demand management program;
- (xxii) all costs and expenses considered as an expense of administering and ensuring compliance with Landlord's Green Objectives, including

registration, consultant, professional and other fees including, but not limited to, those for monitoring of Building performance or fees and expenses incurred in recertifying or commissioning the Building under LEED or other similar rating system from time to time;

(xxiii) all amounts collected and held by Landlord with respect to reserve accounts for those items which Landlord has designated, which shall include painting, refurbishing, re-carpeting, redecorating or landscaping any portion of the Building and the Property and/or common and public areas of the Building exclusive of any work done in any Tenant's space; and which shall include (a) roof maintenance or replacement;; and (b) maintenance of the parking lot and garage.

(xxiv) a reasonable amortization cost due to any capital expenditures incurred to reduce or limit operating expenses of the Property and Building amortized over their useful life and then only to the extent that such capital improvements lead to an operating expense reduction;

(xxv) the amortized portion of any cost or expense for any capital expenditure which may be required by government authority for any reason, including, without limitation, compliance with laws referred to herein, or which may be required by Landlord's insurance carrier;

(xxvi) a reasonable amortization cost due to any capital expenditures incurred to provide electronic security for the Building over its useful life.

2. The following expenses shall be specifically excluded from Operating Expenses

(i) leasing commissions, space planner fees, advertising expenses, attorneys' fees, costs and disbursements and other expenses incurred in connection with leasing, renovating or improving rentable space in the Project for tenants or prospective tenants of the Project;

(ii) costs (including permit, license and inspection fees) incurred in renovating or otherwise improving or decorating, painting or redecorating space for tenants or vacant space, however, this exclusion shall be inapplicable to costs incurred pursuant to commercially reasonable deductible amounts in case of casualty;

(iii) Landlord's costs of any services provided to tenants for which Landlord is entitled to be reimbursed by such tenants as an additional charge or rental over and above the Base Rent and Operating Expenses payable under the lease with such tenant or other occupant; any depreciation or amortization of the Project except as expressly permitted herein;

(iv) costs incurred due to a violation of Law by Landlord relating to the Project; principal, interest or amortization payments (or any other payments) on or under any mortgages or deeds of trust or any other debt for borrowed money;

(v) legal expenses incurred for (i) negotiating lease terms or leases for prospective tenants, (ii) negotiating termination, amendment 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 or the enforcement of leases, or resolving disputes with tenants (including Tenant),

(vi) the development and/or construction of the Project; and repairs resulting from any defect in the original design or construction of the Project;

(vii) the wages of any employee for services not related to Property level accounting or the management, maintenance, operation and repair of the Project;

(viii) rents under ground leases;

(ix) costs incurred in selling, syndicating, financing or mortgaging any of Landlord's interests in the Project;

(x) the cost of any service furnished to other tenants of the Project which Landlord does not make available to Tenant, and the costs of any special services rendered to individual tenants (including Tenant), for which a special, separate charge payable only by such tenant(s) is made;

(xi) fines and penalties incurred by Landlord;

(xii) Landlord's general corporate overhead and general and administrative expenses unrelated to the management, maintenance, operation and repair of the Project, including, without limitation, the preparation of Landlord's tax returns;

(xiii) tax penalties incurred as a result of Landlord's negligence, inability or unwillingness to make payments and/or to file any tax or informational returns when due;

(xiv) any costs of maintenance, repairs or replacements required because of the willful misconduct of Landlord, its employees, agents or contractors; (xviii) any costs of environmental remediation or abatement of hazardous materials;

(xv) costs resulting from a default, breach or violation by Landlord or any tenant of any lease,

(xvi) The estimated **Operating Expenses for 2014** are currently **\$8.80 per rentable square foot**, provided, however, Landlord and Tenant acknowledge that this is only an estimate and the actual Operating Expenses may vary. Tenant acknowledges that the estimated Operating Expenses are inclusive of janitorial service during normal business hours. Tenant also acknowledges that electricity is separately metered and shall be separately paid by Tenant.

3. Tenant's Proportionate Share. "Tenant's Proportionate Share" shall, at any given time, be defined as that fraction having as a numerator the total rentable square footage (5,095 sq. ft.) leased hereunder at said time, and having as a denominator the total rentable square footage of the Building (68,472 sq. ft.) as determined by Landlord using the standard for square footage calculation at said time (to wit: $5,095/68,472 = 7.44\%$). The amounts to be included in Tenant's Proportionate Share as described shall be based upon the actual cost per rentable square foot paid by Landlord for those items of expense. Operating Expenses shall not include leasing commissions and expenses or Tenant improvements incurred for other Building tenants.

4. Operating Expenses All Inclusive. The examples set forth in Subparagraph C. above are not intended to limit the operating expenses for which Tenant is responsible, it being the intention of the parties for Tenant to pay Tenant's Proportionate Share of all expenses of Landlord in the operation, maintenance, cleaning and repair of the Building and the Property.

ARTICLE IV

SECURITY/DAMAGE DEPOSIT

1. Security/Damage Deposit. Simultaneously with the execution of this Lease, Tenant shall pay a sum equal to N/A (N/A) months' gross rent (to wit: \$ N/A) to be held by Landlord as security for the performance by Tenant of all of the terms, covenants and conditions hereof and the payment of Rent or any other sum due Landlord hereunder.

ARTICLE V

USE OF PREMISES

Tenant shall use the Premises for general office purposes or any other legally permissible use in the furtherance of Tenant's goals and objectives, and for no other purpose without first obtaining the written consent of Landlord. Tenant will not use or permit the use of the Premises or any part thereof for any unlawful purpose, or in violation of any ordinances, laws, rules or regulations of any governmental body or the rules and regulations attached hereto as **Exhibit "D"** or in violation of any mandatory requirements of the Tenant Sustainability Guidelines. Tenant shall not do or permit any act which would constitute a public or private nuisance or waste or which would be a nuisance or annoyance or cause damage to Landlord or Landlord's other tenants or which would invalidate any policies of insurance or increase the premiums thereof, now or hereafter written on the Building and/or Premises.

ARTICLE VI

PARKING/BICYCLE STORAGE

There shall be available at the Building up to four (4) parking spaces for each 1,000 square feet of rentable square feet contained in the Premises (to wit: 20 non-reserved spaces), for the nonexclusive use of Tenant, free of charge throughout the initial term and any extended term. Each user of the parking areas will have the right to park in any available stall or space on a first come - first served basis, unless such space is specifically designated or reserved by Landlord, and subject to designations for handicapped parking or for use as preferred spaces for low-emitting, fuel-efficient or other such low impact vehicles and/or vehicle charging stations for same.

Landlord may from time to time install or provide bicycle storage facilities on the Property as Landlord determines appropriate in its sole but reasonable discretion. Bicycle storage facilities may be modified, relocated or removed by Landlord or any successor in title thereof and Tenant shall have no right to seek damages or to terminate this Lease because of any proposed changes, relocation or removal of bicycle storage facilities nor shall Tenant have the right to restrict, inhibit or prohibit any such changes, relocation or removal. Landlord hereby grants Tenant's customers and employees a license to use bicycle storage facilities on a non-exclusive, unassigned first come - first served basis in common with Landlord and other tenants at the Building, and their employees, customers and visitors, and other persons who shall otherwise have the right to use the same; provided the Landlord may adopt requirements or procedures pertaining to bicycle storage, including stickers or any other devices or forms of identification at no cost to Tenant.

ARTICLE VII

PREPARATION OF THE PREMISES

1. Acceptance of Premises. Tenant acknowledges that Landlord has not made any representations or warranties with respect to the condition of the Premises except as expressly set forth herein. The taking of possession of the Premises by Tenant shall be conclusive evidence that the Premises were in good and satisfactory condition at the time such possession was taken, subject only to the terms hereof. If Landlord shall give Tenant permission to enter into possession of the Premises prior to the Commencement Date, such possession or occupancy shall be deemed to be upon all the terms, covenants, conditions, and provisions of this Lease. Landlord shall be required to make only the improvements set forth in **Exhibit "E"** attached hereto prior to Tenant's acceptance of occupancy.

ARTICLE VIII

LANDLORD AND TENANT OBLIGATIONS

1. **Tenant's Obligations.** At Landlord's sole and exclusive discretion, Landlord may perform, at Tenant's expense throughout the Lease Term, any repairs to the fixtures and appurtenances within the Premises and Tenant's property in the event Tenant does not self-perform such repairs. Said expenses shall be reasonable and are above and beyond the Operating Expenses. Tenant shall be responsible for all repairs, the need for which arises out of: (a) the performance or existence of Tenant's Work or alterations; (b) the installation, use or operation of Tenant's property in the Premises; (c) the moving of Tenant's property in or out of the Building; (d) the act, omission, misuse or neglect of Tenant or any of its officers, employees, agents, contractors or invitees. Tenant is accepting the Leased Premises in its as-is condition, subject to the terms hereof; however, immediately to Tenant taking occupancy, Tenant and Landlord shall perform a walk through of the Leased Premises and prepare a list of damages, including doors and windows, to be reasonably agreed upon by Tenant and Landlord, documenting any such damages. Landlord shall remain responsible for any such listed damages. Tenant shall be responsible for the replacement of all scratched, damaged or broken doors and glass in and about the Premises, the maintenance and replacement of window, wall and floor coverings in the Premises, and for the repair and maintenance of all sanitary and electrical fixtures therein, to the extent that any doors, glass, windows, wall and floor coverings are damaged beyond the damage listed in the agreed upon inventory, reasonable wear and tear excepted. All such repairs shall be performed at such times and in such a manner as shall cause the least interference with the operation of the Building and the use of the Building by other occupants and shall comply with the Tenant Sustainability Guidelines.

2. **Landlord's Obligations.** Landlord shall be obligated to keep and maintain, at Tenant's pro rata expense, the common areas of the Building, and the systems and facilities serving the Premises, in good working order and shall make all repairs as and when needed in or about the common areas, except for those repairs for which Tenant is responsible pursuant to any of the provisions of this Lease. Tenant hereby waives all claims against Landlord for damage to person or property arising for any reason other than Landlord's gross negligence or intentional misconduct. Landlord shall not be liable for any damage to Tenant's property caused by (a) water from bursting or leaking pipes or waste-water about the Property; (b) from an intentional or negligent act of any other tenant or occupant of the Building or the Property; (c) fire, hurricane or other acts of God; (d) riots or vandals; or (e) from any other cause unless caused by Landlord's gross negligence or willful misconduct; all such risks shall be assumed by Tenant. Landlord shall not be required to furnish any services or facilities to, or to make any repairs to or replacements or alterations of the Premises where necessitated due to the fault of Tenant, its officers, agents, invitees and employees. Additionally, Tenant waives any and all claims of any kind, nature or description against Landlord arising out of the failure of Landlord from time to time to furnish any of the services requested to be furnished hereunder including, without limitation, air conditioning, heat, electricity, elevator service, and restroom facilities, except to the extent such failure was actually caused by the grossly negligent or willful misconduct of Landlord.

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3. Floor Loads; Noise and Vibration. Tenant shall not place a load upon any floor of the Premises which exceeds the load per square foot, which such floor was designed to carry or which is allowed by law. Business machines and mechanical equipment belonging to Tenant which cause noise, electrical interference or vibration that may be transmitted to the structure of the Building or to the Premises to such a degree as to be objectionable to Landlord shall, at Tenant's expense, be placed and maintained by Tenant in settings of cork, rubber, or spring-type vibration eliminators sufficient to eliminate such noise, electrical interference or vibration.

4. Services. Landlord shall furnish to the Building reasonable quantities of heat, ventilation, air conditioning, elevator service and water at all times during the Term of this Lease from 7:00 a.m. to 6:00 p.m. on weekdays, and on Saturdays from 7:00 a.m. to 12:00 p.m. On Sundays and days observed by the Federal Government or the State of Florida as legal holidays, and such other days as shall be designated by them as holidays, such service to the common areas of the Building shall not be provided by Landlord. Landlord shall have the right to provide electricity to the Building or Premises using photovoltaic or other alternative power source provided the above standards are met. Landlord reserves the right to change electricity providers and to purchase green or renewable energy. The foregoing notwithstanding, Tenant shall have the right to run building systems within or serving the Premises twenty four hours per day, seven days per week at no additional cost outside of electricity.

Tenant shall not, without Landlord's prior written consent, which shall not be unreasonably withheld or delayed, in each instance, connect any fixtures, appliances or equipment (other than computers, printers, UPS systems, lamps, typewriters and similar small office machines) to the Building's electrical system nor shall Tenant install any equipment of any type or nature that will or may necessitate any changes, replacements or additions to, or in the use of, the water system, heating system, plumbing system, air-conditioning system or electrical system of the Premise or the Building without first obtaining the prior written consent of Landlord, which consent which shall not be unreasonably withheld or delayed. Withholding consent based on inconsistency with Landlord's Green Objectives shall be deemed reasonable. Should Landlord grant such consent, all additional risers or other equipment required shall be provided by Landlord and the cost thereof shall be paid by Tenant within 10 days after being billed therefore.

In order to insure that capacity is not exceeded and to avert possible adverse effects upon the Building's electrical service and compromise of Landlord's Green Objectives, Tenant shall not, without the Landlord's prior written consent (not to be unreasonably withheld or delayed) in each instance, connect appliances or equipment to the Building, electric distribution system, telephone system or make any alteration or addition to the electric system of the Demised Premises existing on the Commencement Date. Tenant's electrical usage under this Lease contemplates only the use of normal and customary office equipment for the conduct of Tenant's business, such as typewriters, calculators, personal computers, adding machines, telephone equipment, copiers during Business Hours for Business Days, and Tenant's supplemental air conditioner. In the event Tenant installs any office equipment which uses substantial additional amounts of electricity, then Tenant shall request Landlord's consent which shall not be unreasonably withheld. Withholding consent based on inconsistency with Landlord's Green

Objectives shall be deemed reasonable. Should Landlord grant his consent, all additional risers or other equipment required therefor shall be provided by Landlord and its cost thereof shall be paid by Tenant upon Landlord's demand.

5. Energy Conservation. Tenant shall take affirmative action to ensure that it will utilize energy-efficient equipment in the Premises consistent with the Tenant Sustainability Guidelines, and shall notify Landlord of said specific affirmative action, including equipment specifications, in writing, at Landlord's request from time to time. Tenant shall comply with all mandatory and voluntary energy conservation controls and requirements applicable to office buildings 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 office buildings, and requirements necessitating curtailment of the volume of energy consumption or the hours of operation of the Building, and the requirements reasonably necessary to comply with Landlord's Green Objectives. Any terms or conditions of this Lease that conflict or interfere with compliance with any such governmental 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.

6. Janitorial Services. Landlord shall cause the Premises, including the exterior and interior of the windows thereof, to be cleaned in a manner standard to the Building using an Janitorial company reasonably approved by Tenant in recognition of the propriety of Tenant's operations. Tenant shall pay to Landlord on demand, the additional cost incurred by Landlord for: (a) extra cleaning work in the Premises required because of (i) misuse or neglect on the part of Tenant or subtenants or its employees or visitors; (ii) the use of portions of the Premises for purposes requiring greater or more difficult cleaning work than normal office areas; (iii) interior glass partitions or unusual quantity of interior glass surfaces, and (iv) non-building standard materials or finishes installed by Tenant or at its request; (b) removal from the Premises and the Building of any refuse and rubbish of Tenant in excess of that ordinarily accumulated in business office occupancy or at times other than Landlord's standard cleaning times; and (c) the use of the Premises by Tenant other than during business hours on business days.

7. Antenna, Telephone and Cable. Tenant shall be solely responsible for all telephone, television, cable and other communication expenses incurred in connection with Tenant's use of the Premises.

ARTICLE IX

LANDLORD'S AND TENANT'S PROPERTY

1. Landlord's Property. All fixtures, equipment, improvements and appurtenances attached to or built into the Premises at the commencement of, or during the Term of this Lease, including carpeting or other similar personal property, whether or not by or at the expense of

Tenant, shall be and remain a part of the Premises and shall be deemed the property of Landlord ("Landlord's Property") and shall not be removed by Tenant except as set forth herein.

2. Tenant's Property. All business and trade fixtures, machinery and equipment, communications equipment and office equipment, whether or not attached to or built into the Premises, which are installed in the Premises by or for the account of Tenant without expense to Landlord and which can be removed without damage to any fixture or Tenant Improvement nor structural damage to the Building, and all furniture, furnishings and other articles of moveable personal property owned by Tenant and located in the Premises (hereinafter collectively referred to as "**Tenant's Property**") shall be and shall remain the property of Tenant and may be removed by Tenant at any time during the Term of this Lease so long as Tenant's obligations are current and no default exists under this Lease. In the event Tenant's Property is so removed, Tenant shall repair or pay the cost of repairing any damage to the Premises or to the Building resulting from the installation and/or removal thereof and restore the Premises to the same physical condition and layout as they existed at the time Tenant was given possession of the Premises, normal wear and tear excepted. Any equipment or other property for which Landlord shall have granted any allowance or credit to Tenant shall not be deemed to have been installed by or for the account of Tenant without expense to Landlord, shall not be considered Tenant's Property and shall be deemed the property of Landlord.

3. Removal of Tenant's Property. At or before the Expiration Date of this Lease, or the earlier termination hereof, Tenant, at its expense, shall remove from the Premises all of Tenant's Property (except for cabling and wiring and such other items as Landlord shall have expressly permitted to remain, which property shall become the property of Landlord), and Tenant shall repair any damage to the Premises or the Building resulting from any installation and/or removal of Tenant's Property, reasonable wear and tear excepted. Any other items of Tenant's Property which shall remain in the Premises after the Expiration Date of this Lease, or the earlier termination thereof, may, at the option of Landlord, be deemed to have been abandoned, and in such case, such items may be retained by, or otherwise disposed of by Landlord. Landlord may request Tenant to remove and pay to Landlord the cost of repairing any damage to the Premises or the Building resulting from any installation and/or removal of Tenant's Property and the cost of restoring the Premises to the same physical condition and layout as they existed at the time Tenant was given possession of the Premises, reasonable wear and tear excepted.

4. Landlord's Lien and Security Interest. Intentionally omitted.

ARTICLE X

INSURANCE

5. Tenant's Insurance.

A. Tenant is self-insured pursuant to the provisions of § 768.28, Florida Statutes (2013) with respect to comprehensive general liability insurance. To the extent Tenant fails to remain self-insured, then Tenant shall, during the Term of this Lease, maintain insurance against public liability, including that from personal injury or property damage in or about the Premises resulting from the occupation, use or operation of the Premises, insuring both Landlord and Tenant, in an amount of not less than One Million Dollars (\$1,000,000) Combined Single Limit for both bodily injury and property damage.

B. Tenant is self-insured pursuant to the provisions of § 768.28, Florida Statutes (2013) with respect to comprehensive general liability insurance, fire and extended coverage insurance together with insurance against vandalism and malicious mischief. To the extent Tenant fails to remain self-insured, then Tenant shall maintain insurance upon all property in the Premises owned by Tenant, or for which Tenant is legally liable, and shall provide Landlord with evidence of same. The insurance specified herein shall provide protection against perils included within the standard Florida form of fire and extended coverage insurance policy, together with insurance against vandalism and malicious mischief.

C. Tenant is self-insured pursuant to the provisions of § 768.28, Florida Statutes (2013). To the extent that Tenant fails to remain self-insured with respect to any coverage otherwise required by this Lease, then Tenant shall be required to secure such coverage. On any policies of insurance required to be secured, then such policies shall be issued in a form acceptable to Landlord by insurance companies with general policyholder's rating of "A" as rated in the most current available "Best's Insurance Reports", and qualified to do business in Florida. Each and every such policy:

(i) shall be issued in the names of Landlord and Tenant and any other parties in interest designated in writing by notice from Landlord to Tenant and named as additional insured;

(ii) shall be for the mutual and joint benefit and protection of Landlord and Tenant and any such other parties in interest as additional insureds;

(iii) shall (or a certified copy thereof or an original certificate of insurance shall) be delivered to Landlord and any such other parties in interest designated by Landlord on or before delivery of possession of the Premises to Tenant and thereafter, within 30 days prior to the expiration of each policy, and as often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained in like manner and to like extent;

(iv) shall contain a provision that the insurer will give to Landlord and such other parties in interest designated by Landlord at least 30 days notice in writing in advance of any cancellation, termination or lapse, or the effective date of any reduction in the amount of insurance;

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(v) shall be written as a primary policy which does not contribute to and is not in excess of coverage which Landlord may carry; and

(vi) shall contain a provision that Landlord and any such other parties in interest, although named as an insured, shall nevertheless be entitled to recover under said policies for any loss occasioned to it, its servants, officers, agents, invitees and employees by reason of the negligence of Tenant.

D. Any insurance provided for herein may be maintained by means of a policy or policies of blanket insurance, provided, however, that: (i) Landlord and any other parties in interest from time to time designated by Landlord to Tenant shall be named as an additional insured thereunder as their respective interest may appear; (ii) the coverage afforded Landlord and any such other parties in interest will not be reduced or diminished by reason of the use of such blanket policy of insurance; and (iii) the requirements set forth in this Article are otherwise satisfied.

E. These insurance requirements are subject to modification in the event, and to the extent any mortgagee of Landlord requires different insurance. In such event, the requirements of such mortgagee shall control.

6. Destruction of the Premises or Building. If the Premises or the Building are totally or partially destroyed by fire or other casualty during the Term of this Lease, the Landlord shall have the option of terminating this Lease or any renewal thereof, upon giving written notice at any time within sixty (60) days from the date of such destruction. The termination herein mentioned shall be evidenced in writing. If this Lease is so terminated, all Rent shall abate as of the date of such destruction and any prepaid Rent shall be refunded except as otherwise provided in this Lease.

In the event that Landlord does not elect to terminate this Lease as permitted hereinabove in this Article, then Landlord shall render the Premises tenantable by repairs within one-hundred eighty (180) days from the date of such destruction. If said Premises are not rendered tenantable within the aforesaid 180 days, it shall be optional with either party hereto to then terminate this Lease upon written notice to the other party. Landlord shall not have any duty to seek certification of the restoration work under any sustainable building rating system previously utilized for the Premises or Building, or to pay expenses of same, nor does the Landlord warrant that any such work would qualify for rating even if restored to original condition.

During any time that the Premises are untenable due to causes set forth in this paragraph, the Rent or a just and fair proportion thereof shall be abated. In such case, all Rent paid in advance shall be proportioned as of the date of damage or destruction and all Rent thereafter accruing shall be equitably and proportionately suspended and adjusted according to the nature and extent of the destruction or damage, pending completion of rebuilding, restoration or repair. The Landlord shall not be liable for any inconvenience or interruption of business of the Tenant occasioned by the fire or other casualty.

Notwithstanding the foregoing, should damage, destruction or injury occur by reason of the negligent act or omission or the intentional act of Tenant, of Tenant's employee(s), or of Tenant's agent(s), Landlord shall have the option of terminating this Lease, upon giving written notice at any time within sixty (60) days from the date of such destruction or to render the Premises tenantable within 360 days of the date of damage, destruction or injury; and no abatement of Rent shall occur.

Landlord shall not be liable to carry fire, casualty or extended damage insurance on the person or property of the Tenant or any person or property which may now or hereafter be placed in the Premises.

ARTICLE X

ALTERATIONS AND MECHANIC'S LIENS

1. Alterations by Tenant. No alterations to the Premises shall be made by Tenant unless the following conditions are met:

A. Tenant shall provide a sealed set of plans prepared and certified by an architect to Landlord, and Tenant shall have received the prior written consent of Landlord based upon the criteria and conditions set forth below, which shall not be unreasonably withheld or delayed. If requested by landlord in its sole discretion, Tenant shall provide written confirmation from a Qualified LEED Consultant that the proposed alterations comply with the mandatory requirements of the Tenant Sustainability Guidelines. A "Qualified LEED Consultant" shall mean an individual, or entity employing an individual, who: (1) has been accredited by the US Green Building Council as a LEED Accredited Professional (LEED AP); (2) is a current or formerly licensed architect, mechanical or structural engineer in the State of Florida; and (3) has been the LEED consultant on at least one (1) project that has pursued certification from the USGBC under the LEED rating system.

B. All such alterations or improvements shall be performed by a licensed contractor approved by Landlord, which approval of the contractor or other persons who will perform the work may be based in part on contractor's experience with sustainable building projects and techniques. Tenant shall cooperate in good faith to obtain and submit reports and documentation from contractors, subcontractors and suppliers regarding such matters as recycled or VOC content of materials, location of material manufacture, or other specifications or records requested by Landlord as necessary to document compliance with the Tenant Sustainability Guidelines or Landlord's Green Objectives.

C. Tenant shall have procured all permits, licenses and other authorizations required for the lawful and proper undertaking thereof, and immediately upon completion of any such alterations, Tenant shall obtain a proper Certificate of Occupancy and deliver same to Landlord.

D. All alterations when completed shall be of such a nature as not to (i) reduce or otherwise adversely affect the value of the Premises; (ii) diminish the general utility or change the general character thereof; (iii) result in an increase of the Operating Expenses, (iv) adversely affect the mechanical, electrical, plumbing, security or other such systems of the Building or the Premises; or (v) violate any mandatory requirements of the Tenant Sustainability Guidelines.

E. All alterations made by Tenant shall remain on and be surrendered with the Premises upon expiration or earlier termination of this Lease, except that Landlord can elect, within thirty (30) days before expiration or earlier termination of the Lease, to require Tenant to remove any and all alterations Tenant has made to the Premises. Any such removal or disposal of alterations by Tenant shall comply with the requirements of the Tenant Sustainability Guidelines, including those pertaining to demolition and waste management.

F. The foregoing notwithstanding, Tenant shall be permitted to make non-structural, cosmetic alterations in an aggregate amount not to exceed fifteen thousand (\$15,000) per annum without Landlord's consent, but upon prior written notice.

2. Mechanic's, Materialman's and Laborer's Liens. Tenant agrees that it will make full and prompt payment of all sums necessary to pay for the cost of repairs, alterations, improvements, changes or other work done by Tenant to the Premises and further agrees to, within the limitations of § 768.28, Florida Statutes (2013), , within the limitations of § 768.28, Florida Statutes (2013) , within the limitations of § 768.28, Florida Statutes (2013) indemnify and hold harmless Landlord from and against any and all such costs and liabilities incurred by Tenant, and against any and all mechanic's, materialman's or laborer's liens arising out of or from such work or the cost thereof which may be asserted, claimed or charged against the Premises or the Building or Property. Notwithstanding anything to the contrary in this Lease, the interest of Landlord in the Premises shall not be subject to liens for improvements made by or for Tenant, whether or not the same shall be made or done in accordance with any agreement between Landlord and Tenant, and it is specifically understood and agreed that in no event shall Landlord or the interest of Landlord in the Premises be liable for or subjected to any mechanic's, materialman's or laborer's liens for improvements or work made by or for Tenant. This Lease specifically prohibits the subjecting of Landlord's interest in the Premises to any mechanic's, materialman's or laborer's liens for improvements made by Tenant or for which Tenant is responsible for payment under the terms of this Lease. All persons dealing with Tenant are hereby placed upon notice of this provision. In the event any notice or claim of lien shall be asserted of record against the interest of Landlord in the Premises or Building or the site on which it is located on account of or growing out of any improvement or work done by or for Tenant, or any person claiming by, through or under Tenant, for improvements or work the cost of which is the responsibility of Tenant, Tenant agrees to have such notice of claim of lien canceled and discharged of record as a claim against the interest of Landlord in the Premises or the Building or Property (either by payment or bond as permitted by law) within thirty (30) days after notice to Tenant by Landlord, and in the event Tenant shall fail to do so, Tenant shall be considered in default under this Lease. Tenant shall, prior to any work being performed, at

Landlord's request, execute and record any such recordable documents as are necessary to evidence Landlord's non-responsibility to potential lienors.

ARTICLE XI

ASSIGNMENT AND SUBLETTING

1. Tenant's Transfer.

A. Tenant shall not voluntarily assign or encumber its interest in this Lease or in the Premises, or sublease all or any part of the Premises, or allow any other person or entity to occupy or use all or any part of the Premises, without first obtaining Landlord's written consent, which consent shall not be unreasonably withheld conditioned or delayed., Tenant may assign its leasehold interest or sublease to another governmental entity without first obtaining Landlord's written consent, but with at least fifteen (15) days prior written notice to Landlord. Any assignment, encumbrance or sublease without Landlord's prior written consent shall be voidable and, at Landlord's election, shall constitute a default hereunder. No consent to any assignment, encumbrance or sublease shall constitute a further waiver of the provisions of this provision.

B. If Tenant is a partnership, a withdrawal or change, voluntary, involuntary, or by operation of law of any partner/or partners owning 50% or more of the partnership, or the dissolution of the partnership, shall be deemed a voluntary assignment, subject to the requirements of Paragraph 1.A. above.

C. If Tenant is a corporation, any dissolution, merger or consolidation, or other reorganization of Tenant, or the sale of or the transfer of controlling percentage of the capital stock of Tenant, or the sale of 51% of the total combined voting power of all classes of Tenant's capital stock issued, outstanding and entitled to vote for the election of directors shall be deemed a voluntary assignment subject to the requirements of Paragraph 1.A. above.

D. In the event Landlord consents to the assignment or sublease of all or any part of the Premises, Tenant and the assignee or sublessee shall enter into a sublease incorporating the same terms and conditions as contained herein (exclusive of rent), and Landlord shall be entitled to receive the total amount of any increased Rent provided for in said assignment or sublease, including sales tax, paid by a sublessee or assignee.

E. Any assignment consented to by Landlord shall be evidenced by a validly executed assignment and assumption of lease agreement, upon such terms and provisions as shall be approved by Landlord in its sole discretion.

F. If, without such prior written consent of Landlord, this Lease is transferred or assigned by Tenant, or if the Premises, or any part thereof, are sublet or occupied by anybody other than Tenant, whether as a result of any act or omission by Tenant, or by operation of law or otherwise, Landlord may, in addition to and not in diminution of, or substitution for, any other rights and remedies under this Lease, or pursuant to law to which Landlord may be entitled as a

result thereof, collect and retain Rent directly from the transferee, assignee, subtenant or occupant and apply the net amount collected to the Rent due from Tenant to Landlord under this Lease.

2. Tenant's Liability. Notwithstanding any assignment or sublease, and notwithstanding the acceptance of Rent by Landlord from any such assignee or sublessee, Tenant shall continue to remain liable for the payment of Rent hereunder and for the performance of all of the agreements, conditions, covenants and terms herein contained. The foregoing paragraph shall not be applicable if the assignment or sublease is to another governmental entity.

3. Landlord's Right of Cancellation. Notwithstanding anything contained herein to the contrary, should Tenant desire or attempt to assign this Lease or to sublease the Premises, except to an affiliated company of Tenant or to another governmental entity, Landlord shall have the right, but not the obligation, to cancel and terminate the Lease and deal with Tenant's prospective assignee or sublessee directly and without any obligation to Tenant.

4. Landlord's Transfer. Landlord shall have the right to sell, assign, mortgage or otherwise encumber or dispose of Landlord's interest in the Building, the Property, the Premises and this Lease. In the event of any such disposition, Landlord shall have no further liability or obligation to Tenant under this Lease.

ARTICLE XII

OBLIGATION TO COMPLY

1. Obligations of Tenant/Landlord. Tenant shall, during the Term of this Lease, at its sole cost and expense, comply with all valid laws, ordinances, regulations, orders and requirements of any governmental authority which may be applicable to the Premises or to its use, whether or not the same shall interfere with the use or occupancy of the Premises arising from (a) Tenant's use of the Premises; (b) the manner or conduct of Tenant's business or operation of its installations, equipment or other property therein; (c) any cause or condition created by or at the instance of Tenant; or (d) breach of any of Tenant's obligations hereunder, whether or not such compliance requires work which is structural or non-structural, ordinary or extraordinary, foreseen or unforeseen. Tenant shall also, during the Term of this Lease, at its sole cost and expense, comply with all mandatory requirements of the Tenant Sustainability Guidelines. Tenant shall pay all of the costs, expenses, fines penalties and damages which may be imposed upon Landlord by reason or arising out of Tenant's failure to fully and promptly comply with and observe the provisions of this Section. Tenant shall give prompt notice to Landlord of any notice it receives of the violation of any law or requirement of any public authority with respect to the Premises or the use or occupation thereof. Tenant's obligation to comply with laws shall include, without limitation, the obligation to comply (from an operational standpoint, but not with respect to the physical characteristics of the Leased Premises as the Leased Premises are delivered to Tenant on the Commencement Date) laws and regulations contemplated by Sections XXIV.2. and XXIV.9. below and Title III of the Americans With Disabilities Act of 1990, as Amended. In the event Tenant receives any notice alleging violation

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of any of the aforementioned laws, ordinances, regulations, orders, rules or requirements relating to any portion of the Premises, the Building or of the Property; or any notice of regulatory action or investigation instituted in connection therewith, Tenant shall provide written notice to Landlord thereof within ten (10) days after receipt of same by Tenant. Notwithstanding the foregoing, Landlord shall be responsible for the condition of the Leased Premises (as the Leased Premises are delivered to the Tenant on the Commencement Date) and the common areas of the Building with respect to the compliance with the Americans With Disabilities Act of 1990, as amended, and compliance with applicable building codes. Landlord shall not be responsible for any modifications to the Leased Premises by Tenant, including but not limited to the erection of any ways, or structures, permanent or otherwise, by the Tenant within the Leased Premises, or for any operational procedures by the Tenant which may impact the compliance of the Leased Premises with the aforementioned laws. Landlord shall further be responsible for any latent defects in the Leased Premises which may arise during the Lease Term, provided that any such defects materially and adversely affect the Tenant's authorized use of the Leased Premises as set forth herein.

2. Rules and Regulations. Tenant shall comply with all rules and regulations now existing (See Exhibit "D"), or as may be subsequently published by Landlord to tenants of the Building, provided, however, as to any subsequent amendment or modification to the Rules and Regulations, no such amendment or modification shall be effective as against Tenant/City of Fort Lauderdale unless Landlord provides Tenant/City of Fort Lauderdale with no less than thirty (30) days advance written notice thereof and Tenant/City of Fort Lauderdale agrees in writing to be bound by such amendment or modification, which such approval shall not unreasonably be withheld. The City Manager for Tenant/City of Fort Lauderdale is hereby authorized to grant or deny such approval. It is the intent of the parties hereto that the provisions of this Paragraph shall have no effect on the proposed amendment or modification of Rules and Regulations as it pertains to other tenants in the Building. Landlord shall not be responsible for the nonperformance by any other tenant or occupant of the Building of any said rules and regulations.

3. Attorneys' Fees. With respect to any default or failure to perform on the part of Tenant, or any other dispute between Tenant and Landlord arising out of this Lease, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's fees, which shall include, but not be limited to, such fees incurred prior to the institution of litigation or in litigation, including trial and appellate review, and in arbitration, bankruptcy or other administrative or judicial proceedings, and such costs, expenses and attorney's fees incurred by the prevailing party which shall be paid upon written demand therefor. In addition, from time to time, Tenant will pay, on demand, reasonable administrative expenses relating to any request or demand made, or notice given by Tenant pursuant to the Terms of this Lease, including, without limitation, under Articles VI, XII, XX and XXIV. The prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Lease is entitled to receive its reasonable attorneys' fees and other reasonable costs and expenses from the non-prevailing party.

ARTICLE XIII

RIGHT OF LANDLORD TO PERFORM TENANT'S COVENANTS

1. **Payment or Performance.** Landlord shall have the right, upon twenty (20) days prior written notice to Tenant (or without notice in the case of emergency or in order to avoid any fine, penalty or cost which may otherwise be imposed or incurred) to make any payment or perform any act required of Tenant under any provision in this Lease, and in exercising such right, to incur necessary and incidental costs and expenses, including reasonable attorney's fees. Nothing herein shall imply any obligation on the part of Landlord to make any payment or perform any act required of Tenant, and the exercise of the right to do so shall not constitute a release of any obligation, waiver of any default or obligation of Landlord to make any similar payment or perform any similar act in the future.

2. **Reimbursement.** All payments made, and all costs and expenses incurred in connection with Landlord's exercise of the right set forth in Paragraph 1 above, shall be reimbursed by Tenant within thirty (30) days after receipt of a bill setting forth the amounts so expended, together with interest at the annual rate as established under § 55.03, Florida Statutes from the respective dates of the making of such payments or the incurring of such costs and expenses. Any such payments, costs and expenses made or incurred by Landlord shall be treated as Additional Rent owed by Tenant.

ARTICLE XIV

NON-LIABILITY AND INDEMNIFICATION

1. **Non-Liability of Landlord.** Neither Landlord, nor any joint venture partner, officer, director, agent, servant or employee of Landlord, nor any Superior Mortgagee (as defined in Article XX below), shall be liable to Tenant for any loss, injury, or damage to Tenant or to any other person, or to its property, irrespective of the cause of such injury, damage or loss, unless caused by or resulting from the grossly negligent acts or omission or intentional and willfully wanton acts or omissions of Landlord, in the operation or maintenance of the Premises or the Building, subject to the doctrine of comparative negligence in the event of contributory negligence on the part of Tenant or any of its subtenants, licensees, employees, invitees, officers, agents or contractors. Tenant agrees that any Superior Mortgagee will not be liable to Tenant for injury, damage or loss caused by or resulting from the negligence of Landlord. Further, neither Landlord, nor any Superior Mortgagee, nor any joint venture partner, director, officer, agent, servant or employee of Landlord shall be liable; (a) for any damage caused by other tenants or persons in, upon or about the Building or caused by operations in construction of any private, public or quasi-public work; or (b) even if grossly negligent, for incidental or consequential damages or lost profits arising out of any loss of use of the Premises or any equipment or facilities therein by Tenant or any person claiming through or under Tenant. Tenant specifically acknowledges that the Building and Property may be maintained to a standard different from usual and customary which may include the use of nonstandard sustainable materials, systems and techniques, in order to achieve and maintain the Landlord's Green Objectives for the

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Building, including, without limitation, materials with recycled content, reduced exterior lighting, native landscaping or xeriscape, and the like, and Landlord shall not be liable to Tenant, its employees, agents, business invitees, licensees, customers, clients, family members or guests for any damage, injury, loss, compensation or claim regarding same.

2. Indemnification by Tenant. To the extent of the limitations of the legislative waiver of sovereign immunity as set forth in § 768.28, Florida Statutes (2013) and no further, Tenant shall indemnify and hold Landlord and all Superior Mortgagees and its or their respective joint venture partners, directors, officers, agents, employees and invitees; harmless against and from any and all claims from or in connection with; (a) the conduct or management of the Premises or any business therein, or any condition created (other than by Landlord) in or about the Premises during the Term of this Lease or during the period of time, if any, prior to the Commencement Date that Tenant may have been given access to the Premises; (b) any act, omission or negligence of Tenant or any of its subtenants or licensees or its or their partners, directors; officers, agents, employees or contractors; (c) any accident, injury or damage whatsoever (unless caused solely by Landlord's gross negligence) occurring in, at or upon the Premises; and (d) any breach or default by Tenant in the full and prompt payment and performance of Tenant's obligations under this Lease, together with all costs, expenses and liabilities incurred in or in connection with each such claim, action or proceeding brought against Landlord and/or its employees, including, without limitation, all reasonable attorney's fees and expenses. In case any action or proceeding is brought against Landlord or a Superior Mortgagee, Tenant, upon notice from Landlord or such Superior Mortgagee, shall resist and defend such action or proceeding (by counsel reasonably satisfactory to Landlord or such Superior Mortgagee) at Tenant's sole cost and expense. Furthermore, in case any action or proceeding be brought against Landlord by reason of any of the aforementioned claims or liabilities, Tenant agrees to defend such action or proceeding at Tenant's sole expense by counsel reasonably satisfactory to Landlord. The provisions of this Lease with respect to any claims or liability, occurring prior to such expiration or termination shall survive any such expiration or termination, but no longer than a period of five (5) years from the date of expiration or termination of this Lease.

3. Independent Obligations; Force Majeure. The obligations of Tenant hereunder shall not be affected, impaired or excused, nor shall Landlord have any liability whatsoever to Tenant, because; (a) Landlord is unable to fulfill, or is delayed in fulfilling, any of its obligations under this Lease by reason of strike, other labor trouble, governmental preemption of priorities or other controls or shortages of fuel, supplies, labor or materials, acts of God or any other cause, whether similar or dissimilar, beyond Landlord's reasonable control; or (b) of any failure or defect in the supply, quantity or character of electricity or water furnished to the Premises by reason of any requirement, act or omission of the public utility or others serving the Building with electric energy, steam, oil, gas or water, or for any other reason whether similar or dissimilar, beyond Landlord's reasonable control. Tenant shall not hold Landlord liable for any latent defect in the Premises, the Property or the Building, nor shall Landlord be liable for injury or damage to person or property caused by fire, theft, or resulting from the operation of elevators, heating or air conditioning or lighting apparatus, or from falling plaster, or from steam,

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gas, electricity, water, rain or dampness which may leak or flow from any part of the Building or Property or from the pipes, appliances or plumbing work of the same.

ARTICLE XV

DEFAULT

1. Events of Default. Tenant shall be in default under this Lease if any one or more of the following events shall occur:

A. Tenant shall fail to pay any installment of the Rent or any other expenses called for hereunder as and when the same shall become due and payable; or

B. Tenant shall default in the performance of or compliance with any of the other terms or provisions of this Lease, and such default shall continue for a period of ten (10) days after the giving of written notice thereof from Landlord to Tenant, or, in the case of any such default which cannot, with bona fide due diligence, be cured within said ten (10) days, Tenant shall fail to proceed within said ten (10) day period to cure such default and thereafter to prosecute the curing of same with all due diligence (it being intended that as to a default not susceptible of being cured with due diligence within such period of ten (10) days, the time within which such default may be cured shall be extended for such period as may be necessary to permit the same to be cured with bona fide due diligence); or

C. Tenant shall assign, transfer, mortgage or encumber this Lease or sublet the Premises in a manner not permitted by Article XII; or

D. Tenant shall file a voluntary petition in bankruptcy or any Order for Relief be entered against it, or shall file any petition or answer seeking any arrangement, reorganization, composition, readjustment or similar relief under any present or future bankruptcy or other applicable law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Tenant of all or any substantial part of Tenant's properties; or

E. If any creditor of Tenant shall file a petition in bankruptcy against Tenant or for reorganization of Tenant under state or federal law, and if such petition is not discharged within ninety (90) days after the date on which it is filed; or

F. Tenant shall vacate or abandon the Premises.

2. Surrender of Premises. Upon any termination of this Lease, Tenant shall surrender the Premises to Landlord, and Landlord, at any time after such termination, may, without further notice, re-enter and repossess the Premises without being liable to any prosecution or damages therefore, and no person claiming through or under Tenant or by virtue of any statute or of any order of any court shall be entitled to possession of the Premises.

3. **Holdover.** Should Tenant hold over and remain in possession of the Premises at the expiration of any Term hereby created, Tenant shall, by virtue of this Section, become a tenant-at-sufferance and shall pay Landlord 125% of the last monthly installment of Base Rent above provided to be paid for each month or partial month of the first ninety (90) days of any holdover period, then 150% of the monthly Base Rent for the second ninety (90) days of any holdover period, then twice the Base Rent per month. Said tenancy shall be subject to all the conditions and covenants of this Lease as though the same had been a tenancy-at-sufferance instead of a tenancy as provided herein, and Tenant shall give to Landlord at least thirty (30) days prior written notice of any intention to remove from the Premises, and shall be entitled to ten (10) days prior notice of any intention of Landlord to remove Tenant from the Premises in the event Landlord desires possession of the Premises; provided, however, that said tenant-at-sufferance shall not be entitled to ten (10) days notice in the event the said Rent is not paid in advance without demand, the said ten (10) days written notice being hereby expressly waived.

ARTICLE XVI

REMEDIES

1. **Remedies.** Upon the occurrence of any event of default, Landlord shall be entitled to all remedies available to it under Florida law, including, but not limited to, the filing of suit for the recovery of all monetary damages sustained by Landlord as a result thereof. Tenant acknowledges that monetary damages would be an inadequate remedy at law for a violation of the Tenant Sustainability Guidelines and that Landlord shall therefore, upon proof of irreparable injury, have the right of injunction in addition to any other remedies available for a violation of the Tenant Sustainability Guidelines. In addition to its statutory and common law remedies in the event of a default by Tenant, Landlord shall also be entitled, at its option, to exercise any one or more of the following remedies:

A. **Termination.** Landlord shall be entitled to declare this Lease terminated and the term ended and/or shall have the immediate right of peaceable re-entry and may peaceably remove all persons and property from the Premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Tenant, without evidence of notice or resort to legal process and without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby.

B. **Right to Re-Let.** Landlord may elect to re-enter the Premises, either by taking possession pursuant to legal proceedings or otherwise, and may either terminate this Lease or it may from time to time, without terminating this Lease, make such alterations and repairs as may be necessary in order to re-let the Premises, and re-let the Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable. Upon each such re-letting all rentals and other sums received by Landlord from such re-letting shall be applied, first, to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such re-letting, including reasonable brokerage fees and attorneys' fees and of costs of such

alterations and repairs and costs of moving other tenants in the Building in order to re-let the Premises, such as repairs and alterations to other portions of the Building or reduced rental from other tenants; third, to the payment of Rent and other charges due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future Rent as the same may become due and payable hereunder. If such rentals and other sums received from such re-letting during any month be less than that to be paid during that month by Tenant hereunder, Tenant shall pay such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. Tenant shall in no event be entitled to any rent collected or payable upon any re-letting, whether or not such rent shall exceed the Rent reserved in this Lease. No such re-entry or taking possession of the Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such re-letting without termination, Landlord may at any time hereafter elect to terminate this Lease for such previous breach. Should Landlord at any time terminate this Lease for any breach, in addition to any other remedies it may have, it may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the Premises and reasonable attorney's fees, which amount shall be immediately due and payable from Tenant to Landlord.

C. **Acceleration.** Landlord may, without notice or demand, accelerate and declare all Rent, including Additional Rent, to become immediately due and payable and bring suit for the collection thereof and for damages, as hereinafter described, without entering into possession of the Premises or terminating this Lease. The amount of expenses (Additional Rent) and other sums to become due under this Lease shall be those amounts payable during the twelve (12) month period immediately preceding default, multiplied by the number of years, or a portion thereof, remaining in the Term at the date of default.

D. **Additional Charges.** In addition to the amounts recoverable by Landlord from Tenant as described above, Landlord may, upon a default by Tenant hereunder, recover damages from Tenant for the unamortized portion of the cost of Landlord's Work hereunder, brokerage fees and attorneys' fees and costs, plus such other amounts in addition to or in lieu of any other damages as may be permitted by the laws of the State of Florida, plus interest thereon at the rate described in Article XIV.2. hereof.

ARTICLE XVII

EMINENT DOMAIN

1. **Taking.** If the whole of the Building or Premises or if a portion of the Building or Premises which will materially and adversely affect Tenant's use and occupancy of the Premises shall be taken by condemnation or in any other manner for any public or quasi-public use or purpose, this Lease shall terminate as of the date of vesting of title on such taking (herein called "Date of Taking"), and the Base Rent and Additional Rent shall be prorated and adjusted as of such date.

2. **Award.** In the event any action is brought, it shall be in the name of Landlord, and Landlord shall be entitled to receive the entire award or payment in connection with any taking without deduction therefrom, except to the extent that Tenant shall be entitled to compensation based upon damages sustained to its personal property. Tenant shall not be precluded from taking its own action against the condemning authority.

3. **Temporary Taking.** If the temporary use or occupancy of all or any part of the Premises shall be taken by condemnation or in any other manner for any public or quasi-public use or purpose during the Term of this Lease, Tenant shall be entitled, except as hereinafter set forth, to receive that portion of the award or payment for such taking, if any, which represents compensation for the temporary use and occupancy of the Premises, for the taking of Tenant's Property and for moving expenses, and Landlord shall be entitled to receive all other award or payment, including, without limitation, that portion which represents reimbursement for the cost of restoration of the Premises. This Lease shall be and remain unaffected by such taking and Tenant shall continue to pay the Rent in full when due. If the period of temporary use or occupancy shall extend beyond the Expiration Date of this Lease, that part of the award which represents compensation for the use and occupancy of the Premises (or a part thereof) shall be divided between Landlord and Tenant so that Tenant shall receive so much thereof as represents the period up to and including such Expiration Date and Landlord shall receive so much as represents the period after such Expiration Date. All monies received by Landlord as, or as part of, an award for temporary use and occupancy for a period beyond the date through which the Rent has been paid by Tenant, shall be held and applied by Landlord as a credit against the Rent becoming due hereunder.

4. **Partial Taking.** In the event of any taking of less than the whole of the Building which does not result in termination of this Lease: (a) subject to the prior rights of a Superior Mortgagee, Landlord, at its expense, shall proceed with reasonable diligence to repair the remaining parts of the Building and the Premises (other than those parts of the Premises which are Landlord's property and Tenant's property) to substantially their former condition to the extent that the same is feasible (subject to reasonable changes which Landlord shall deem desirable), so as to constitute a complete and tenantable Building and Premises; and (b) Tenant, at its expense, shall proceed with reasonable diligence to repair the remaining parts of the Premises which are deemed Landlord's Property and Tenant's Property pursuant hereto, to substantially their former condition to the extent feasible, subject to reasonable changes which Tenant shall deem desirable and Landlord shall approve. Such work by Tenant shall be deemed alterations as described in Section XIX.1 hereinabove. In the event of any partial taking, Tenant shall be entitled to a reduction in Rent for the remainder of the Lease Term following such partial taking based upon the percentage of Premises taken and untenable relative to the original Premises leased.

ARTICLE XVIII

QUIET ENJOYMENT

Landlord agrees that Tenant, upon paying all Rent and all other charges herein provided for and observing and keeping the covenants, agreements, terms and conditions of this Lease and the rules and regulations of Landlord affecting the Premises on its part to be performed, shall lawfully and quietly hold, occupy and enjoy the Premises during the Term hereof, expressly subject to the terms, limitations and conditions contained in this Lease.

ARTICLE XIX

SUBORDINATION AND ATTORNMENT

1. **Subordination.** This Lease and all rights of Tenant hereunder are and shall be subordinate to any Superior Mortgage (as defined below). Notwithstanding that such subordination is self-operative without any further act of Tenant, Tenant shall, from time to time, within ten (10) days of request from Landlord, execute and deliver any documents or instruments that may be requested by a lender to confirm such subordination. Any mortgage, long-term lease or other encumbrance to which this Lease is subject and subordinate is hereinafter referred to as a "Superior Mortgage" and the holder of a Superior Mortgage is hereinafter referred to as a "Superior Mortgagee".

2. **Notice to Landlord and Superior Mortgagee.** If any act or omission of Landlord would give Tenant the right, immediately or after the lapse of a period of time, to cancel this Lease or to claim a partial or total eviction, Tenant shall not exercise such right; (a) until it has given written notice of such act or omission to Landlord and any Superior Mortgagee; and (b) until a reasonable period of time for remedying such act or omission shall have elapsed following the giving of such notice and following the time when such Superior Mortgagee shall have become entitled under such Superior Mortgage to remedy the same. In the event any Superior Mortgagee shall request reasonable modifications to this Lease (excluding any modification of Rent, use of the Premises or which would otherwise diminish Tenant's rights or increase Tenant's obligations hereunder) as a condition to financing or refinancing, Tenant shall not withhold, delay or defer in providing its consent thereto. In the event Tenant has not provided its consent to modifications requested by a Superior Mortgagee within twenty (20) days after written notice from Landlord, Landlord, at its sole option, shall have the right to either terminate this Lease or to execute any instrument for and on behalf of Tenant as its attorney-in-fact. In acknowledgment thereof, Tenant hereby appoints Landlord as its irrevocable attorney-in-fact for the purpose of executing any instruments required to carry out the intent of this Section on behalf of Tenant after proper notice, and default hereunder by Tenant.

3. **Attornment.** If any Superior Mortgagee shall succeed to the rights of Landlord hereunder, whether through possession or foreclosure action or delivery of a new lease or deed, then, at the request of such party (hereinafter referred to as "Successor Landlord"), Tenant shall attorn to and recognize such Successor Landlord as Tenant's Landlord under this Lease and shall

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25341/0055 AKF akf

promptly execute and deliver any instrument such Successor Landlord may reasonably request to evidence such attornment. Upon such attornment, this Lease shall continue in full force and effect as a direct Lease between Successor Landlord and Tenant, upon all terms, conditions, and covenants as set forth in this Lease, except that the Successor Landlord shall not: (a) be liable for any previous act or omission of Landlord under this Lease; (b) be subject to any offset; or (c) be bound by any previous modification of this Lease or by any previous prepayment, unless such modification or prepayment shall have been previously approved in writing by such Successor Landlord if such approval was required. Further, upon such attornment, Landlord shall be released from any further obligation hereunder.

ARTICLE XX

LANDLORD'S RIGHT OF ACCESS

1. **Access for Maintenance and Repair.** Except for the space within the inside surfaces of all walls, hung ceilings, floors, windows and doors bounding the Premises, all of the Building including, without limitation, exterior walls, core interior walls and doors and any core corridor entrance, any terraces or roofs adjacent to the Premises and any space in or adjacent to the Premises used for shafts, stacks, pipes, conduits, fan rooms, ducts, electric or other utilities, sinks or other facilities of the Building, and the use thereof, as well as access thereto throughout the Premises for the purposes of operation, maintenance, decoration and repair, are reserved to Landlord. Landlord reserves the right, and Tenant shall permit Landlord, to install, erect, use and maintain pipes, ducts and conduits in and through the Premises, with reasonable prior notice to Tenant and with Tenant being present during such time as Landlord is accessing the interior of the Leased Premises, except in an emergency. Landlord shall be allowed to take all materials into and upon the Premises that may be required in connection therewith, without any liability to Tenant and without any reduction of Tenant's covenants and obligations hereunder. In addition, Landlord and its agents shall have the right to enter the Premises at any time in cases of emergency, provided, however, since Tenant/City of Fort Lauderdale will be utilizing the Premises in conjunction with police activities, prior to entry of the Premises Landlord shall have a duty to immediately notify Tenant as soon as it is apprised of such emergency.

2. **Access for Inspection and Showing.** Upon reasonable advance notice to Tenant and during normal business hours, Landlord and its agents shall have the right to enter and/or pass through the Premises to examine the Premises and to show them to prospective purchasers, mortgagees or lessees of the Building. During the period of six (6) months prior to the Expiration Date of this Lease, upon reasonable advance notice to Tenant, Landlord and its agents may exhibit the Premises to prospective tenants during normal business hours. In addition, upon reasonable advance notice to Tenant, Landlord and its agents shall have the right to enter the Premises during normal business hours to examine the Premises to and conduct measurement, verification and other testing as may be necessary to ensure compliance with the Tenant Sustainability Guidelines or document compliance with Landlord's Green Objectives. In connection with any such entry, Landlord shall endeavor to minimize the disruption to Tenant's use of the Premises.

3. Landlord's Alterations and Improvements. If, at any time, any windows of the Premises are temporarily darkened or obstructed by reason of any repairs, improvements, maintenance and/or cleaning in or about the Building, or if any part of the Building, other than the Premises, is temporarily or permanently closed or inoperable, the same shall be without liability to Landlord and without any reduction or diminution of Tenant's obligations under this Lease. Landlord reserves the right to make such changes, alterations, additions and improvements in or to the Building and the fixtures and equipment thereof, as well as in or to the street entrances, doors, halls, passages, elevators, escalators and stairways thereof, and other public portions of the Building and the Property, as Landlord shall deem necessary or desirable, and no such alterations or changes shall be deemed a breach of Landlord's covenant of quiet enjoyment or a constructive eviction. Landlord may from time to time install carbon dioxide and/or other monitoring sensors or equipment in the Premises in order to monitor Building performance provided such systems do not unreasonably interfere with Tenant's use and enjoyment of the Premises.

ARTICLE XXI

SIGNS AND OBSTRUCTION

1. Signs. Tenant shall not place or suffer to be placed or maintained upon any exterior door, roof, wall or window of the Premises or the Building, any sign, awning, canopy or advertising matter of any kind, and will not place or maintain any decoration, lettering or advertising matter on the glass of any window or door of the Premises except as previously approved in writing by Landlord, in Landlord's sole discretion. Tenant shall not place or maintain any freestanding standard within or upon the Common Area of the Premises or the Building or immediately adjacent thereto without first obtaining Landlord's express prior written consent. No interior or exterior sign visible from the exterior of the Building shall be permitted. Said Building signage shall be subject to Landlord's reasonable approval and is subject to all appropriate government approvals. At Tenant's sole expense, Tenant agrees to maintain any such signage approved by Landlord in good condition and repair at all times and to remove the same at its sole cost and expense at the end of the Term of this Lease. Upon removal thereof, Tenant agrees to repair any damage to the Premises caused by such installation and/or removal at Tenant's sole expense. Notwithstanding the foregoing, Landlord shall provide Tenant with Building Standard Suite entry signage displaying only the suite number. Tenant's name shall **not** be placed on the directory in the lobby of the building.

2. Obstruction. Tenant shall not obstruct the corridors, elevators, stairs, common areas, sidewalks, parking lots or other public portions of the Building or the Property in any manner whatsoever.

ARTICLE XXII

NOTICES

1. **Notices.** Any notice or other information required or authorized by this Lease to be given by either Party to the other may be given by hand with receipt; or sent by facsimile transmission; or by certified prepaid mail, return receipt requested; or by nationally recognized overnight courier service, to the other Party at the address stated below. Such address may be changed by either respective Party at any time by giving prior written notice as herein provided. Any notice or information given pursuant to this Section shall be deemed to have been given when received by the Party to whom it has been directed.

AS TO LANDLORD:

[REDACTED], Inc.
c/o [REDACTED]
[REDACTED]
Fort Lauderdale, FL 33309
Attention: [REDACTED]
Fax No. [REDACTED]

WITH A COPY TO:

[REDACTED]
[REDACTED]
[REDACTED]
West Palm Beach, FL 33401
Fax No. [REDACTED]

AS TO TENANT:

The City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301
Attention: City Manager
Fax No. (954) 828-5115
e-mail: LFeldman@fortlauderdale.gov



ARTICLE XXIII

MISCELLANEOUS

1. **Environmental Indemnity.** To the extent of the limitations of the legislative waiver of sovereign immunity as set forth in § 768.28, Florida Statutes (2013) and no further, Tenant/City of Fort Lauderdale agrees to indemnify and hold Landlord harmless from and against any and all loss, claim, liability, damages, injuries to person, property or natural resources, cost, expense, action or cause of action, arising in connection with the release or presence of any Hazardous Substances at the Premises, through the acts of Tenant, its officers, employees, contractors, agents or invitees, whether foreseeable or unforeseeable, regardless of the source of such release and when such release occurred or such presence is discovered. The foregoing indemnity includes, without limitation, all costs in law or in equity of removal, remediation of any kind, and disposal of such Hazardous Substances; all costs of determining whether the Premises is in compliance and to cause the Premises to be in compliance with all applicable environmental laws, all costs associated with claims for damages to persons, property or natural resources, and Landlord's reasonable attorneys' and consultants' fees and costs, whether or not litigation is instituted. For the purposes of definition, "Hazardous Substances" includes, without limitation, any toxic or hazardous wastes, pollutants (or substances, including, without limitation, asbestos, PCBs, petroleum products and by-products, substances defined or listed as "hazardous substances" or "toxic substances" or similarly identified in or pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9061 *et. seq.*, hazardous materials identified in or pursuant to the Hazardous Materials Transportation Act 49 U.S.C. Section 1802 *et. seq.*). Tenant shall at all times during the term of this Lease keep the Premises free of Hazardous Substances and neither Tenant nor any of its employees, agents, invitees, licensees, contractors or subtenants (if permitted) shall use, generate, manufacture, refine, treat, process, produce, store, deposit, handle, transport, release, or dispose of Hazardous Substances in, on or about the Premises, Building or Property, or the groundwater thereof, in violation of any federal, state or municipal law, decision, statute, rule, ordinance or regulation currently in existence or hereafter enacted or rendered or the Tenant Sustainability Guidelines. The foregoing indemnity shall survive the expiration or earlier termination of the Lease. Any indemnification by Tenant/City of Fort Lauderdale shall be to the extent of the limitations of the legislative waiver of sovereign immunity as set forth in § 768.28, Florida Statutes (2013) and no further. Furthermore, in case any action or proceeding be brought pursuant to the provisions of this paragraph, Tenant/City of Fort Lauderdale agrees to defend such action or proceeding at Tenant's/ City of Fort Lauderdale's sole expense by counsel reasonably satisfactory to Landlord. The provisions of this Lease with respect to any claims or liability, occurring prior to such expiration or termination shall survive any such expiration or termination, but no longer than a period of four (4) years from the date of expiration or termination of this Lease.

2. **Radon Gas.** Pursuant to Florida Statutes, Section 404.056[6], the following disclosure is required by law: 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

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4826-2620-0347.2
25341/0055 AKF akf
4834-4674-4603.1
25341/0055 AKF akf

exposed to it over time. Levels of Radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding Radon and Radon testing may be obtained from your county public health unit.

3. Broker Commission. Landlord and Tenant covenant, warrant and represent that Colliers International South Florida and CBRE ("Brokers") were instrumental in bringing about or consummating this Lease. Further, neither Landlord nor Tenant have had any conversations or negotiations with any broker except Brokers concerning the leasing of the Premises. Both parties agree to indemnify the other against and from any claims for any brokerage commissions (except those payable to Brokers) and all costs, expenses and liabilities in connection therewith, including, without limitation, reasonable attorneys' fees and expenses, for any breach of the foregoing representation. Landlord shall pay all brokerage commissions due Brokers in accordance with a separate agreement between Landlord and Brokers

4. Estoppel Certificates. Each party agrees, at any time and from time to time as requested by the other party, to execute and deliver to the other a statement certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same are in full force and effect as modified and stating the modifications), certifying the dates to which the rent and other charges have been paid, stating whether or not the other party is in default in performance of any of its obligations under this Lease, to the best of the certifying parties' knowledge, and, if so, specifying each such default, and stating whether or not any event has occurred which, with the giving of notice or passage of time, or both, would constitute such a default, and, if so, specifying each such event. Tenant also shall include in any such statements such other information concerning this Lease as Landlord may reasonably request including, without limitation, the status of compliance with the Tenant Sustainability Guidelines. It shall be a condition precedent to the Landlord's obligation to deliver possession of the Premises to Tenant, that Tenant executes an Estoppel Certificate accepting the Premises and acknowledging the Lease. A form of such Estoppel Certificate is attached hereto as **Exhibit "C"**. In the event either party fails to comply with this Section, such failure shall constitute a material breach of this Lease. If Tenant fails to execute the initial Estoppel Certificate, Rent shall continue to accrue, but Landlord shall be under no obligation to deliver possession of the Premises.

5. No Recordation. This Lease shall not be recorded by Tenant in the Public Records of Broward County, Florida. Any attempted recordation by Tenant shall render this Lease null and void and entitle Landlord to the remedies provided for Tenant's default. At the request of Landlord, Tenant shall promptly execute, acknowledge and deliver to Landlord a Memorandum of Lease with respect to this Lease and a Memorandum of modification of Lease with respect to any modification of this Lease, prepared by Landlord and sufficient for recording. Such Memorandum shall not be deemed to change or otherwise affect any of the obligations or provisions of this Lease.

6. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Florida, and in the event litigation arises between the Parties in connection with any of the terms of this Lease, venue shall lie in the Circuit Court in Broward County, Florida, or in the Federal District Court for the Southern District of Florida. If any

provision of this Lease or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Lease shall remain in full force and effect. The table of contents, captions, headings and titles in this Lease are solely for convenience of reference and shall not affect its interpretation. This Lease shall be construed without regard to any presumption or other rule requiring construction against the party causing this Lease to be drafted. Each covenant, agreement, obligation or other provision of this Lease on Tenant's part to be performed shall be deemed and construed as a separate and independent covenant of Tenant, not dependent on any other provision of this Lease. All terms and words used in this Lease, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender, as the context may require.

7. No Partnership or Joint Venture. Nothing contained in this Lease will be deemed or construed to create a partnership or joint venture between Landlord and Tenant, or to create any other relationship between the parties other than that of Landlord and Tenant.

8. Capacity to Execute Lease. If Tenant is other than a natural person, Tenant represents that it is legally constituted, in good standing and authorized to conduct business in the State of Florida. Tenant further represents that the person who is executing this Lease on its behalf has the full power and authority to perform such execution and deliver the Lease to Landlord, and that upon such execution and delivery, the Lease shall be valid and binding upon Tenant in accordance with its respective terms and conditions.

9. Exculpation of Landlord. Landlord's obligations and liability to Tenant with respect to this Lease shall be limited solely to Landlord's interest in the Property and neither Landlord nor any of the partners of Landlord, nor any officer, director or shareholder of Landlord, shall have any personal liability whatsoever with respect to this Lease.

10. Waiver of Trial by Jury. IT IS MUTUALLY AGREED BY AND BETWEEN LANDLORD AND TENANT THAT THE RESPECTIVE PARTIES HERETO SHALL, AND THEY HEREBY DO, WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT OR TENANT'S USE OR OCCUPANCY OF THE PREMISES, OR BY ANY COURSE OF CONDUCT OR COURSE OF DEALING. TENANT FURTHER AGREES THAT IT SHALL NOT INTERPOSE ANY COUNTERCLAIM (OR COUNTERCLAIMS IN ANY SUMMARY PROCEEDING) IN ANY ACTION INITIATED BY LANDLORD OR BASED UPON NONPAYMENT OF RENT OR OTHER PAYMENTS REQUIRED OF TENANT HEREUNDER.

11. Time of Essence. Time is of the essence as to all matters set forth in this Lease.

12. Entire Agreement. This Lease constitutes the entire understanding between the parties and shall bind the parties, their successors and assigns. No representations, except as herein expressly set forth, have been made by either party to the other, and this Lease cannot be amended or modified except by a writing signed by Landlord and Tenant.

13. Cooperation. Without Landlord making any representation or warranty regarding same, pursuing and achieving Landlord's Green Objectives may result in actual or perceived benefit to all tenants in the Building in the form of preserving or enhancing property values, marketplace differentiation of the Building, and operational benefits, among other benefits. As such, Tenant shall cooperate with Landlord in achieving Landlord's Green Objectives by, among other requirements herein, timely providing any data or information requested by Landlord from time to time reasonably required in pursuit of Landlord's Green Objectives (including providing requested confirmations of compliance with the Tenant Sustainability Guidelines) provided there is no material cost to Tenant or Landlord reimburses Tenant for the reasonable cost thereof.

16. Incentives. In the event that financial, economic or other incentives are available on account of the pursuit of Landlord's Green Objectives for the Building, such incentives shall be the property of the Landlord unless otherwise agreed to in writing by Landlord and Tenant.

G:\rbd office\2014\Real Property\ [REDACTED] City of Ft Lauderdale lease - response to Tenant
Comments (4clean).docx

[SIGNATURES CONTAINED ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Lease the day and year first above written.

WITNESSES:
(2 witnesses required)

"LANDLORD"

 INC., a Florida corporation

 Witness #1 Signature

By: _____

 Witness #1 Printed Name

Name: _____

Title: _____

 Witness #2 Signature

 Witness #2 Printed Name

STATE OF FLORIDA
 COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this ____ day of _____, 2014 by _____, as President of _____, INC., a Florida corporation on behalf of that corporation. He is personally known to me or has produced _____ as identification

(SEAL)

 NOTARY PUBLIC
 (Signature of Notary taking Acknowledgment)

 Name of Notary typed, printed or stamped

My Commission expires:

 Commission Number

"TENANT"

THE CITY OF FORT LAUDERDALE,
a municipal corporation of The State of Florida

Witness #1 Signature

Witness #1 Printed Name

Witness #2 Signature

Witness #2 Printed Name

(SEAL)

By: _____
Name: John P. "Jack" Seiler, Mayor

By: _____
Lee R. Feldman, City Manager

ATTEST:

Jonda Joseph, City Clerk

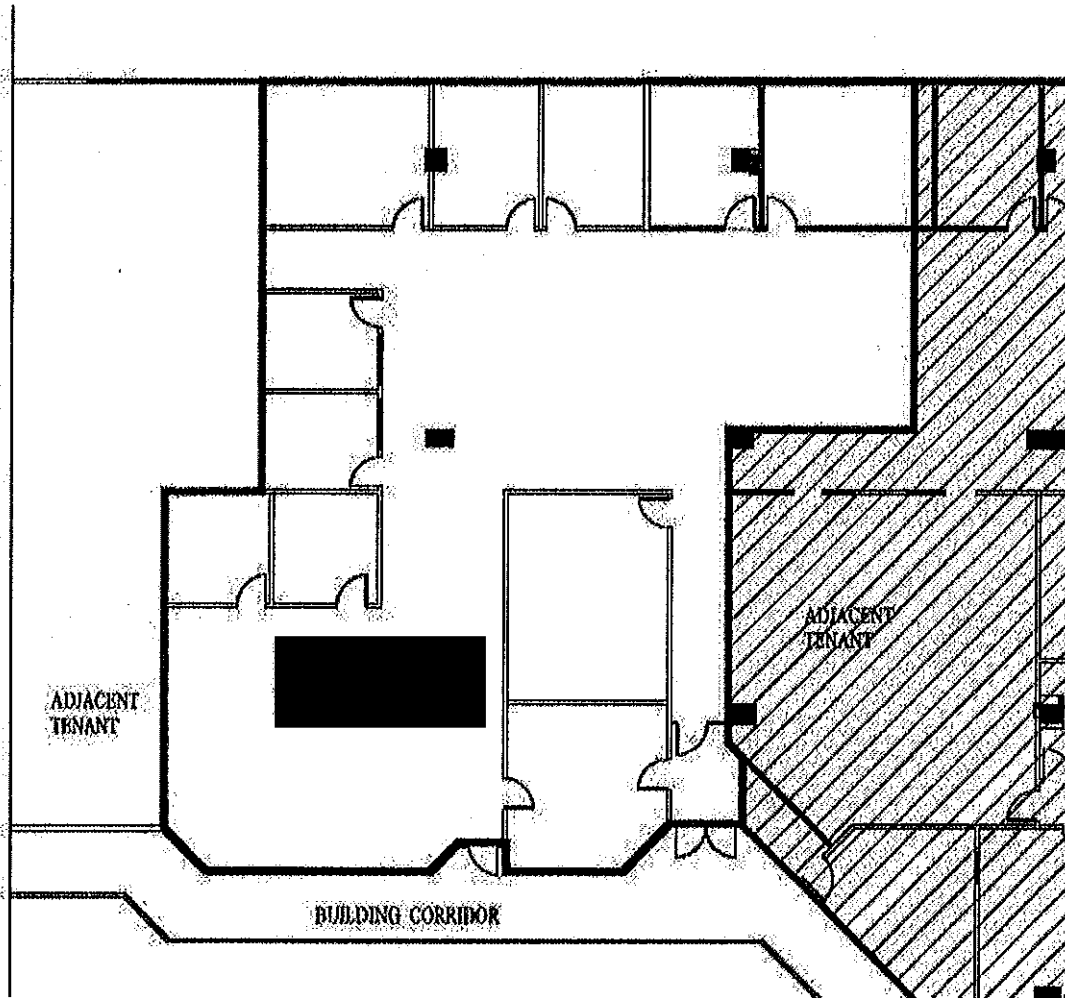
APPROVED AS TO FORM:

Robert B. Dunkel, Assistant City Attorney

G:\rbd office\2014\Real Property\Leases\ [REDACTED] - repsonse to LL
comments (3).docx

EXHIBIT "A"

THE PREMISES



A-41

FTL 107372260v2 June 30, 2009
4819-3679-9770.1
25341/0004
4826-2620-0347.2
25341/0055 AKF akf
4834-4674-4603.1
25341/0055 AKF akf

EXHIBIT "B"

SITE PLAN

B-2

FTL 107372260v2 June 30, 2009
4819-3679-9770.1
25341/0004
4826-2620-0347.2
25341/0055 AKF akf
4834-4674-4603.1
25341/0055 AKF akf

H: Handicapped
 D: Dumpster
 WW: Walkway

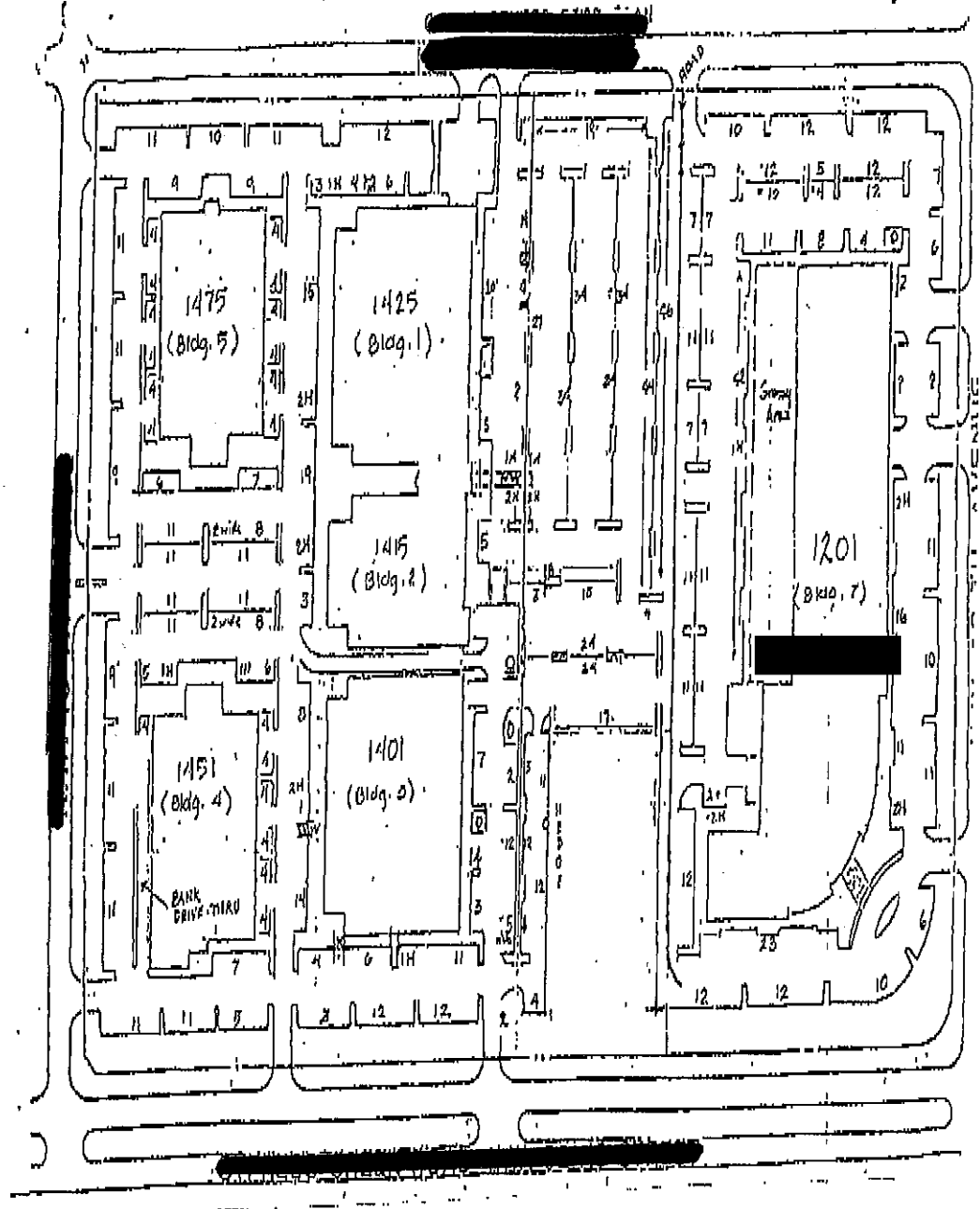


EXHIBIT "C"

B-3

FTL 107372260v2 June 30, 2009
 4819-3679-9770.1
 25341/0004
 4826-2620-0347.2
 25341/0055 AKF akf
 4834-4674-4603.1
 25341/0055 AKF akf

ESTOPPEL CERTIFICATE

RE: Premises: _____ [REDACTED]
Suite No: _____

LEASE DATED: _____

BETWEEN [REDACTED] (Landlord) and
_____ (Tenant)

1. The Lease is presently in full force and effect and is unmodified except as indicated herein, if any.
2. Tenant took possession of the Premises on _____ and has paid Rent commencing on _____, and all Rent due under the Lease has been paid to _____.
3. The Term of the Lease commenced on _____, and terminates on _____.
4. Tenant has accepted possession of the Premises and all improvements required by the terms of the Lease to be made by Landlord, if any, have been completed to the satisfaction of Tenant.
5. No Rent under the Lease has been paid more than 30 days in advance of its due date.
6. Landlord has not defaulted in its obligations under the Lease to Tenant.
7. Tenant, as of this date, has no charge, lien, cause of action, claim or right of offset against Landlord under the Lease or otherwise, against Rents or other charges due or to become due under the Lease.
8. Tenant is leasing _____ rentable square feet in the Building.
9. The present Base Rent is \$ _____ per square foot, per year.
10. Tenant's security deposit is \$ _____ and has been paid in full and is presently held by Landlord.

"TENANT"

THE CITY OF FORT LAUDERDALE,

C-2

a municipal corporation of The State of Florida

Witness #1 Signature

Witness #1 Printed Name

Witness #2 Signature

Witness #2 Printed Name

By: _____
Name: Lee R. Feldman _____
Title: City Manager _____

EXHIBIT "D"

TENANT RULES & REGULATIONS

1. No sign, placard, picture, advertisement, name or notice shall be inscribed, displayed, printed, or affixed on or to any part of the outside or inside of the building without the written consent of Landlord which consent shall be uniform and non-arbitrarily applied against all occupants. Landlord shall have the right to remove any such sign, placard, picture, advertisement, name or notice without notice to and at the expense of Tenant.
2. The sidewalks, halls, passages, exits, entrances, elevators and stairways shall not be obstructed by any of the Tenants or used by them for any purpose other than for ingress and egress from their respective premises.
3. Tenant shall not alter any lock or install any new or additional locks without giving Landlord keys therefore, except Tenant's vault, or install any bolts on any doors or windows of the premises which would deny access to fire fighters.
4. The toilet rooms, urinals, wash bowls and other apparatus not to be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the Tenant who, or whose, employees or invitees shall have caused it.
5. Tenant shall not overload the floor of the premises or any way deface the premises or any part thereof.
6. No furniture of any kind shall be brought into the building without prior notice to Landlord and all moving the same into or out of the building shall be done at such time and in such manner as Landlord shall reasonably designate. Landlord shall have the right to prescribe the weight, size and position of all heavy equipment brought into the building and also the times and manner of moving the same in and out of the building. Said heavy objects shall, if considered necessary by Landlord, stand on supports of such thickness as is necessary to properly distribute the weight. Landlord will not be responsible for loss of or damage to any such objects or property from any cause except its negligent willful acts or omissions and all damage caused by Tenant to the building by moving or maintaining any such object or other property shall be repaired at the Tenant's expense.
7. Tenant shall not use, keep or permit to be used or kept any foul or noxious gas or substance in the premises, or permit or suffer the premises to be occupied or used in a manner offensive or objectionable to the Landlord or other occupants of the building by reason of noise, odors and/or vibrations, or interfere in any way with other Tenants or those having business therein, nor shall any animals or birds be brought in or kept in or about the premises or the building.

D-2

8. No cooking shall be done or permitted by Tenant on the premises, nor shall the premises be used for the storage of merchandise, for washing clothes, for lodging, or for any improper, objectionable or immoral purposes.
9. Tenant shall not use or keep in the premises or the building any kerosene, gasoline or inflammable or combustible fluid or material, or use any method of heating or air conditioning other than that supplied by Landlord.
10. No boring or cutting for telephone, telegraph or computer terminal wires will be allowed without the reasonable consent of the Landlord. The location of telephones, call boxes and other office equipment affixed to the premises shall be subject to the reasonable approval of Landlord.
11. [Intentionally deleted.]
12. Landlord reserves the right to exclude or expel from the building any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of the rules and regulations of the building.
13. No vending machines or machines of any description shall be installed, maintained or operated upon the premises without the express written consent of the Landlord.
14. Landlord shall have the right to change the street address of the building which the premises are a part upon giving a reasonable notice.
15. Tenant shall not disturb, solicit or canvass any occupant of the building and shall cooperate to prevent same.
16. Without written consent of Landlord, Tenant shall not use the name of the building in connection with or in promoting or advertising the Tenant's business, except as part of Tenant's address.
17. All entrance doors in the premises shall be left locked when the premises are not in use, and all doors opening to public corridors shall be kept closed except for normal ingress and egress from the premises.
18. Landlord shall furnish parking facilities near the building for use by Tenant. Tenant's employees, agents, guests, or invitees, but Landlord does not guarantee the availability of parking spaces. The driveways, entrances and exits upon, into and from such parking areas shall not be obstructed by Tenant, Tenant's employees, agents, guests, or invitees provided however Landlord shall not be responsible or liable for failure of any person to observe this rule. Tenant and its employees shall not park in spaces designated for visitor parking.

19. Tenants shall execute such estoppel certificates to confirm the term of Tenant's lease; renewal options; rent paid; occupancy accepted subject only to minor punch-list items; obligations to pay rent, etc., as may from time to time may be reasonably requested by Landlord.
20. The Landlord reserves the right to make such other and further rules and regulations as in its reasonable judgment may, from time to time, be needed for the proper operations and cleanliness of the premises and for the preservation of good order therein.

EXHIBIT "E"

TENANT WORK IMPROVEMENT LETTER AGREEMENT

Tenant accepts the Leased Premises in its as-is, where-is condition with all faults, with the exception of Landlord's responsibility to complete the Landlord's Work, which shall be completed at Landlord' sole cost and expense, described as follows:

Landlord shall patch and paint the Leased Premises and clean the existing carpet.
Landlord shall construct a demising wall separating the Leased Premises from the adjacent space, per the floor plans attached to the Lease as Exhibit "A."

Upon substantial completion of the improvements to the Leased Premises as set forth above, Landlord shall provide written notice to Tenant of such substantial completion. The Commencement Date of the Lease Term shall be August 1, 2014, or five (5) days after Landlord's delivery of such written notice to Tenant, whichever is later.

Landlord will deliver the Premises in compliance with all applicable codes, laws and ordinances, including ADA at Landlord's sole cost and expense.

TENANT'S RECEIPT

Receipt is hereby acknowledged by Landlord of the total sum of _____ and
_____ Dollars (\$_____), which represents payment by Tenant of the following:

1. \$ _____ First month's Base Rent.
 2. \$ _____ First month's Additional Rent.
 3. \$ _____ First month's Base Rent and Additional Rent Sales Tax.
 4. \$ _____ Security Deposit.
- _____ \$ TOTAL

DATED this _____ day of _____, 2014.

LANDLORD:

BY ITS AGENT:

By: _____