

Exhibits

Exhibit A: Legal Description and floor plan

Exhibit B: Rules and Regulations

LEASE

THIS LEASE, made this 11 day of June, 2019 ("Effective Date") by and between **CAMELOT OF FT. LAUDERDALE, LLC, a Florida limited liability company**, whose address is 501 W. Bay Street, Jacksonville, Florida 32202 (hereinafter called the "Landlord") and **City of Fort Lauderdale, a Florida municipal corporation**, whose address is 100 North Andrews Avenue Fort Lauderdale, Florida 33301 (hereinafter called the "Tenant"). Capitalized terms used herein shall have the meanings set forth herein.

WITNESSETH:

1. **PREMISES.** Landlord, in consideration of the rents, covenants, and agreements herein hereby leases to Tenant and Tenant hereby accepts and leases from Landlord for the period of time and upon the terms and conditions set forth in this Lease, approximately Two Thousand Six Hundred Eighty Eight (2,688) square feet of space known as Suite 300, located in that certain building (the "Building") having a street address of 4750 North Federal Highway, Ft. Lauderdale, Florida 33308, more particularly described on Exhibit A attached hereto and made a part hereof (the "Premises") together with non-exclusive use of the common, surrounding and landscaped areas in accordance with the terms hereinafter set forth which Building contains approximately Twenty Thousand Nine Hundred Seventy One (20,971) rentable square feet. With regard to the size of the Premises, the parties agree that the total square footage of the Premises:

- a. is approximately Two Thousand Six Hundred Eighty-eight (2,688) square feet; and
- b. Shall be used in the calculation of Tenant's Proportionate Share.

2. **TERM.** The term of this Lease shall commence on or about July 1, 2019 (the "Commencement Date") and end at midnight on the date which is six (6) months following the Commencement Date (as extended or renewed in accordance with the terms of this Lease, the "Term" or the "Lease Term"). The Lease Term shall expire at midnight on the last day of the term (the "Expiration Date"), unless sooner terminated as otherwise provided in this Lease. **Should the Tenant require occupancy beyond December 31, 2019, Tenant may do so, without penalty, on a month to month basis at the rental rates set forth herein. Tenant shall provide Landlord with sixty (60) days' prior written notice of its intention to vacate the Premises and terminate the Lease.**

3. **RENT.** Beginning on the Commencement Date (also, the "Rent Commencement Date") and continuing on the first day of each subsequent month thereafter, Tenant shall pay to Landlord as base rent, in legal tender of the United States, at the office of Landlord at the address stated above, or as directed from time to time by Landlord's written notice, without any prior notice or demand and without setoff, counterclaim or abatement of any nature whatsoever, rental as set forth below (hereinafter called the "Base Rent"). Base Rent shall be adjusted annually on the annual anniversaries of the Rent Commencement Date as follows (following each such adjustment, references herein to Base Rent shall be deemed to be the Base Rent as adjusted from time to time in accordance with the terms of this paragraph):

Period	Total Monthly Base Rent
July 1, 2019 – June 30, 2020	\$5,936.00
July 1, 2020 – June 30, 2021	\$6,114.08
July 1, 2021 – June 30, 2022	\$6,297.50
July 1, 2022 – June 30, 2023	\$6,486.43

The City of Fort Lauderdale is currently exempt from paying sales tax on commercial leases, however, should this change during the Lease Term, the Tenant shall be responsible for Sales Tax.

a. This is a gross lease. The Tenant shall not be responsible for payment of the electric serving the Premises as it is included in the Rent. Tenant shall be responsible for contracting and payment of janitorial service for the Premises. Operating expenses are included in the Base Rent.

b. As used herein Operating Expenses shall mean all costs, fees and expenses incurred by Landlord relating to the operation and maintenance of the Premises and the Building of which the Premises is a part, including the elevator within the Building, to the extent the same are not Tenant Repairs hereunder or the repair obligation of other tenants within the Building, including without limitation the following: wages and salaries of all persons engaged in the maintenance and operation of the Building, including social security taxes and all other taxes which may be levied against Landlord; medical, pension payments, other fringe benefits and general benefits for all Building employees; administrative expenses and charges; all insurance premiums, including any insurance premiums for Landlord's insurance; stand-by sprinkler charges, water charges and sewer charges; trash removal and recycling, painting, striping and the provision of signage on all pavement curbs, walkways, driveways and parking areas; window cleaning, common area janitorial services and related equipment and supplies; management fees incurred in the operation of the Building as reasonably allocated to the Building; cleaning, maintenance and repair of the Building; maintenance and service contracts; tools, equipment and supplies necessary for the performance of repairs and maintenance (which are not required to be capitalized for federal income tax purposes); maintenance and repair of all mechanical, electrical and intrabuilding network cabling equipment in or upon the Building; cleaning, maintenance and repair of pavement, curbs, walkways, lighting facilities, landscaping, driveways, parking areas and drainage areas upon and adjacent to the Building; personal property taxes not relating to Tenant's personal property, which shall be the sole responsibility of Tenant; Taxes assessed against the real property; the reasonable amortized portion of any cost or expense due to any capital expenditures incurred to reduce or limit operating expenses of the Building; the amortized portion of any cost or expense for any capital expenditure which may be required by governmental authority for any reason or which may be required by Landlord's insurance carrier; any and all costs associated with providing and maintaining security for the Building, including any security systems and security personnel; any and all costs associated with any governmental taxes, levies or impositions arising after the execution of this Lease.

c. Intentionally Omitted.

d. Intentionally omitted. e.

Upon the first date of the Lease Term, Tenant shall deliver to Landlord an initial payment equal to the first month's Base Rent, for a total payment due on the Effective Date of **\$5,936.00. Thereafter, the Base Rent shall be due on the first day of each month in advance. Landlord shall provide Tenant invoices for the Base rent and periodically provide Tenant with an invoice for Additional Rent incurred by**

Landlord. Invoices for Base rent and Additional Rents shall be electronically sent to the Tenant addressed to accounts@avable4fortlauderdale.gov. Each invoice for base rent shall indicate what period of Base rent the invoice represents. As to Additional Rents, each invoice shall fully detail on a line-by-line basis the underlying tasks and corresponding costs. All related costs shall specify the status of the particular task or project as of the date of the invoice as regards the accepted schedule for that task or project. All rent required under this Lease shall be payable to the Landlord at the address set forth in this Lease for notices to the Landlord. Tenant shall not be in default for failure to pay Rent if such Rent is paid within forty-five (45) days of due date for such installment, which is the first day of each month, as provided by the Florida's Local Government Prompt Payment Act, Fla. Stat. § 218.70, et seq. ("Prompt Payment Act"). Tenant agrees to pay interest on any Rent not timely received by Landlord in accordance with Section 218.74 of the Prompt Payment Act, said interest to be computed in accordance with the Prompt Payment Act.

f. Tenant's covenant to pay Rent shall be independent of every other provision of this Lease.

g. Tenant shall pay as additional rent (the "Additional Rent") any other sums due Landlord hereunder.

h. As used herein the term "Rent" shall refer to Base Rent together with Additional Rent and any other charges or expenses payable by Tenant pursuant to the terms and conditions of this Lease.

4. Intentionally Omitted.

5. SECURITY DEPOSIT. The security deposit under this lease is hereby waived.

6. COVENANTS OF TENANT. Tenant hereby covenants and agrees with Landlord that Tenant:

a. has inspected the Premises and agrees and acknowledges that no express or implied representations by Landlord have been relied upon by Tenant unless incorporated in this Lease. Tenant has not relied on any representation, statement or declaration of the Landlord, either orally or in writing, as to the condition or habitability of the Premises in making the determination to enter into this Lease. Tenant is not relying on any non-disclosure by or on the part of Landlord as a representation that the Premises is free from defects. Tenant acknowledges that it has relied solely on its own independent inspection and evaluation of the Premises in making the determination to execute this Lease;

b. will pay the Rent at the times and in the manner provided in this Lease;

c. will not use or commit the Premises to be used for any purpose which is unlawful, dangerous, or hazardous or is in violation of any applicable legal, governmental or quasi-governmental requirement, ordinance or rule (including the Board of Fire Underwriters);

d. will not permit the storage or disposal of any hazardous substances (other than *de minimus* quantities used, stored, delivered, generated and disposed of in strict accordance with Applicable Law in non-reportable quantities and without the need for a license or permit) in or about the Premises.

- (i) As used in this Lease, "hazardous substances" shall have the meaning set forth in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9601, et. seq. and the regulations adopted pursuant to such Act;
- (ii) As used in this Lease the term "Applicable Law(s)" shall mean: all zoning ordinances, laws, statutes, ordinances, orders, regulations, directives, rules or requirements of all federal, state, city, county or other governmental, public or quasi-public authorities, bodies, boards or agencies, or all departments or bureaus thereof, now existing or hereafter created, together with all amendments thereto and all regulations promulgated thereunder, including, without limitation, all building, zoning, environmental, health and fire-safety laws, the Americans with Disabilities Act of 1990, the Occupational and Safety and Health Act of 1970, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act of 1976, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Clean Water Act, the Clean Air Act, the Safe Drinking Water Act, the National Environmental Policy Act of 1969, the Superfund Amendment and Reauthorization Act of 1986.

e. will not use or permit the Premises to be used in any way which may invalidate any policy of insurance affecting the Premises, and if any additional amounts of insurance premiums are incurred, Tenant shall pay Landlord the additional amounts within thirty (30) days of demand and such payment;

f. will not permit any disturbance, noise, or annoyance materially detrimental to the Premises or its neighbors;

g. will not make or permit any disfigurement, defacement, or injury to any part of the Premises, ordinary wear and tear excepted;

h. will not make any alterations of the Premises without prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed;

i. except as expressly provided, will not sublease the Premises, nor assign, mortgage, pledge, hypothecate or otherwise transfer or permit the transfer of this Lease or the interest of Tenant in this Lease, in whole or in part, by operation of Applicable Law, court decree or otherwise, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.

- (i) If Tenant desires to assign this Lease or enter into any sublease of the Premises, Tenant shall deliver written notice of such intent to Landlord, together with a copy of the proposed assignment or sublease at least fifteen (15) days prior to the effective date of the proposed assignment or commencement of the term of the proposed sublease. Any approved sublease shall be expressly subject to the terms and conditions of this Lease.

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- (ii) In the event of any approved sublease or assignment, Tenant shall not be released or discharged from any liability, whether past, present or future, under this Lease.
- (iii) For purposes of this section, an assignment shall be considered to include a merger, sale, or change in the majority ownership or control of Tenant, if Tenant or its ultimate parent are a partnership, company or corporation.
- (iv) If Tenant desires to enter into any sublease of the Premises, Landlord shall have the option to exclude from the Premises, the space proposed to be sublet by Tenant, effective as of the proposed commencement date of sublease of said space by Tenant. Landlord may exercise said option by giving Tenant written notice within ten (10) days after receipt by Landlord of Tenant's notice of the proposed sublease. If Landlord exercises said option, Tenant shall surrender possession of the proposed sublease space to Landlord on the effective date of exclusion of said space from the Premises, and neither party hereto shall have any further rights or liabilities with respect to said space under this Lease. Effective as of the date of exclusion of any portion of the Premises pursuant to this paragraph, the Rent shall be reduced in the same proportion as the number of square feet of rentable area contained in the portion of the Premises so excluded bears to the number of square feet of rentable area contained in the Premises immediately prior to such exclusion, and the rentable area of the Premises shall be decreased by the number of square feet of rentable area contained in the portion of the Premises so excluded, for all purposes under this Lease.
- (v) Upon the occurrence of a breach of this Lease beyond any applicable notice and opportunity-to-cure period, if the Premises or any part thereof are then assigned or sublet, Landlord, in addition to any other remedies herein provided, may, at its option collect directly from such assignee or subtenant all rents becoming due to Tenant under such assignment or sublease and apply such rent against any sums due to it by Tenant hereunder and no such collection shall be construed to constitute a novation or release of Tenant from the further performance of its obligation hereunder.
- (vi) With reservation of all rights under Article VII, Section 10, Pledging Credit, Florida Constitution (1968), and further subject to conditions and limitations set forth in Fla. Stat. Sec. 768.28 (2019), Tenant agrees to pay to Landlord on demand a sum equal to all of Landlord's costs, including reasonable attorney's fees, incurred in connection with any such request for assignment or sublease.

j. will permit Landlord, its agents or employees at all reasonable times and upon reasonable notice (except in emergencies) to enter upon the Premises to view them or make such repairs or alterations deemed by Landlord to be necessary to the Premises, and within six (6) months of the Expiration Date, show the Premises to others for the purpose of rental or sale, provided such visits shall

be conducted in a manner so as not to unreasonably interfere with the conduct of Tenant's business, and may affix to suitable parts of the Premises a notice of Landlord's intention to lease or sell the Premises. Landlord acknowledges that Tenant maintains within the Premises personal and confidential information pertaining to its patients which Tenant may secure in its file storage and which Landlord agrees not to open.

k. will upon the expiration or termination of the Lease Term, immediately and without demand, quietly and peaceably deliver up the possession of the Premises in a clean, good, and tenantable condition, reasonable wear and tear and casualty loss excepted.

l. will take, or join with Landlord in taking, all reasonable measures to conserve energy used in operation of the Premises.

7. COVENANTS OF LANDLORD.

a. Landlord warrants and represents that it has the right to lease the Premises for the Lease Term on the terms and conditions contained herein, and, to the best of Landlord's knowledge and belief, without independent inquiry, the Building complies with the applicable local building code and complies with the Americans With Disabilities Act ("ADA"). Upon commencement of the Lease, Landlord's contractor shall warrant all Tenant build-out, such as electrical and plumbing systems previously installed in the Premises.

b. Subject to the terms and conditions of this Lease, Landlord covenants and agrees that Tenant, on paying the rent and performing the other covenants set forth herein, shall and may peaceably and quietly hold and enjoy the Premises for the Lease Term and all extensions thereto.

8. TENANT IMPROVEMENTS.

a. Any alterations or improvements shall be made at Tenant's expense with prior written approval of Landlord, which shall not be unreasonably withheld, conditioned or delayed. If Tenant shall install shelving, lighting fixtures, removable partitions, trade fixtures, machinery and equipment, or advertising signs, they shall remain Tenant's property and may be removed prior to the termination of Tenant's occupancy; provided, however, that Tenant shall repair any damage occasioned by removal thereof and shall, at Landlord's request, restore or replace any parts or improvements which may previously have been removed by Tenant.

b. Any alternations to the Premises as well as all Tenant Repairs shall be constructed by Tenant using due diligence once work has commenced and shall continue to completion in a good and workmanlike manner.

9. REPAIRS.

a. Tenant shall make all repairs (unless specified in subparagraph b. hereof as a Landlord Repair), nonstructural and foreseen and unforeseen, , and undertake all maintenance necessary to keep the Premises, including all doors and windows, all mechanical, electrical, plumbing and utility apparatus servicing the Premises, in as good order and condition as when delivered to it ("Tenant Repairs").

b. Notwithstanding the forgoing to the contrary, Landlord shall make all necessary repairs

and undertake all maintenance and replacement to the structural portion of the Premises, including the elevator, the exterior walls, roof and foundation, unless caused by the gross negligence of Tenant ("Landlord Repairs").

- (i) To the extent plumbing and electrical system facilities serve more than the Premises, they shall be considered a "Landlord Repair". Landlord is responsible for repairs and/or replacement of HVAC associated with normal wear and tear. Notwithstanding the foregoing to the contrary, in no event shall fixtures and equipment physically located within the confines of the Premises be deemed to be Landlord Repairs.
- (ii) If Landlord does not make reasonably necessary Landlord Repairs, Tenant may not make the repairs and offset the cost against Rent, it being agreed that Tenant's obligations to pay Rent are independent of each and every other provision of this Lease.
- (iii) All requests for Landlord Repairs must be made in writing to Landlord and Landlord shall have no obligation to make Landlord Repairs until it actually receives written notice from Tenant of the need therefor.
- (v) Landlord may (but shall not be obligated to) make any Tenant Repairs if Tenant fails to do so and charge Tenant for the reasonable cost of repairs, provided that Landlord shall first give reasonable notice to Tenant (excepting emergency or exigent circumstances), including Landlord's estimate of the cost of such repairs.

10. **LANDLORD IMPROVEMENTS.** Landlord shall ensure all electrical, mechanical, and plumbing is in good working condition at the commencement of the Lease. Other than stated herein, the Premises shall be in "As Is" Condition.

11. RULES AND REGULATIONS.

a. **Compliance.** Tenant agrees to observe and comply with the rules and regulations set forth in Exhibit B attached to this Lease, and elsewhere in this Lease, and such other reasonable rules and regulations as shall be adopted by Landlord pursuant hereto (collectively the "Rules"). The Rules are intended and shall be construed to supplement and not limit or restrict in any way any of Landlord's rights or Tenant's obligations contained in this Lease.

b. **Landlord Not Obligated To Enforce.** Nothing contained in this Lease shall be construed to impose upon Landlord any duty or obligation to enforce any of the Rules or the terms, covenants or conditions of any other lease against any other tenant or any other person.

c. **Additional Rules.** Landlord shall have the continuing right (but not the obligation) to make and adopt Rules, in addition to or as an amendment to the Rules from time to time existing for the use, entry, operation or management of the Premises or the Building or for the protection or welfare of the Building or its tenants or occupants, or any property therein, as Landlord may reasonably determine, and Tenant agrees to accept, abide by and comply with all such lawful Rules as if they were set forth herein.

12. CASUALTY INSURANCE.

a. At Tenant's reasonable expense, Landlord shall maintain such fire and extended coverage insurance on the Premises as well as Landlord coverage for general liability for the Premises as it may from time to time deem appropriate in its reasonable discretion, with such policy to include a waiver of subrogation clause as provided below. As Operating Expenses, Tenant shall pay to Landlord the associated premiums for such fire and extended coverage insurance.

b. Lessee/City is a Florida municipal corporation and is self-insured entitled to all the benefits and protection provided by § 768.28, Florida Statutes, as same may be amended from time to time. Lessee agrees to notify Lessor of amendments to § 768.28, Florida Statutes as they occur. Notice of all and any claims Lessor might have against Lessee shall be made immediately upon Lessee/City. Lessee/City shall process all such claims pursuant to § 768.28, Florida Statutes, as same may be amended from time to time and in accordance with all other applicable laws and ordinances. With respect to workers' compensation, comprehensive general liability, including personal injury and property damage, Lessee/City is self-insured pursuant to the provisions of § 768.28 (16), Florida Statutes, (2019). To the extent Lessee/City fails to remain self-insured in any of the above referenced areas, then Lessee/City agrees to purchase at its own expense and to keep in force during the term of this Lease such policy or policies of workers' compensation and comprehensive general liability insurance, including personal injury and property damage, with contractual liability endorsement, in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate for incidents occurring in, on or about the Premises for which Lessee/City fails to remain self-insured. Said policies shall: (i) name Lessor as an additional insured and insure Lessor's contingent liability under this Lease (except for the workers' compensation policy, which shall instead include waiver of subrogation endorsement in favor of Lessor), (ii) be issued by an insurance company which is acceptable to Lessor and licensed to do business in the State of Florida, and (iii) provide that said insurance shall not be canceled unless thirty (30) days prior written notice shall have been given to Lessor. Said policy or policies or certificates thereof shall be delivered to Lessor by Lessee upon commencement of the term of the Lease and upon each renewal of said insurance.

c. Tenant shall also be responsible for and shall maintain in force during the Term of the Lease, fire and extended coverage insurance for the replacement value of Tenant's property (including fixtures, leasehold improvements and equipment) located in the Premises.

d. All insurance required to be maintained by Tenant shall be on terms and conditions and with insurers reasonably acceptable to Landlord. Each policy maintained by Landlord or Tenant shall contain a waiver by the insurer of any rights of subrogation or indemnity or any other claim to which the insurer might otherwise be entitled and shall also contain an undertaking by the insurer that no material change adverse to Landlord or Tenant will be made, and the policy will not lapse or be canceled, except after not less than ten (10) days prior written notice to Landlord or Tenant of the intended change, lapse or cancellation. Tenant shall deliver to Landlord certificates or a letter of self-insurance reasonably acceptable to Landlord evidencing such insurance, at the commencement of the Lease Term and shall deliver certificates or a letter of self-insurance evidencing the renewal or continuation of such coverage on such date each year thereafter during the Lease Term.

e. Any contractors performing work on the Premises at the request of Tenant shall provide evidence of workers' compensation in the statutory amount as well as builder's risk insurance naming Landlord as an additional insured thereunder.

13. FIRE OR CASUALTY. If the Premises and/or the Building, or any part thereof, are damaged by fire or other casualty:

a. if such damage shall include damage to the Premises in such a manner so as to cause the Premises to be untenable for greater than ninety (90) days (as reasonably determined by Landlord), then, in that event, both Landlord and Tenant shall have the option to terminate this Lease, in accordance with subparagraph b, hereof.

b. in the event the Premises are not damaged in a manner giving rise to a termination option to Tenant pursuant to (a) above, but such damage (as reasonably determined by Landlord) shall include damage to the Building not caused by Tenant:

- (i) in such a manner so as to cause 30% or more of the Building to be untenable for greater than ninety (90) days; or
- (ii) in such a manner as to cause it to be commercially unreasonable to restore the Building to an architecturally sound unit,

then, in either such event, Landlord shall have the option to terminate this Lease.

In the event this Lease is not terminated, Landlord shall repair and restore the Premises to substantially their condition immediately prior to the occurrence of the fire or other casualty. Election to terminate this Lease pursuant to this paragraph 13 shall be made by written notice from the electing party to the other party within thirty (30) days after the date of the fire or other casualty. In the event Landlord so repairs, such repairs shall be completed within a reasonable time. In the event that Landlord elects to repair, Rent shall abate during the period from the fire or other casualty until the Premises are available for Tenant's use and occupancy.

14. EMINENT DOMAIN. If all of the Premises are taken by eminent domain, this Lease shall terminate as of the date of such taking and Rent and Additional Rent will be paid through such date. If part of the Premises is taken by eminent domain so that in Landlord's reasonable determination, Tenant can no longer continue to use the remaining portion of the Premises for Tenant's use, or if more than twenty-five percent (25%) of the Building located on the Premises is taken, Tenant shall have the option to terminate this Lease by giving written notice to Landlord within forty-five (45) days after the taking. In case of a partial taking, the Rent will be adjusted as of the date of such taking to the extent of Tenant's use of the premises. Tenant's right to recovery under this section shall be governed by applicable (federal or state) law.

15. EVENTS OF DEFAULT. Each of the following events shall be a default hereunder ("Event of Default") by Tenant and a breach of this Lease:

a. If Tenant shall fail to pay Landlord any installment of Rent or Additional Rent as set forth in Paragraph 3 above.

b. If Tenant, while in possession, shall file a petition in bankruptcy or insolvency or for reorganization under the Bankruptcy Code (the "Code") or insolvency law of any State, or shall voluntarily take advantage of any such law or Code by answer or otherwise, or if a corporation shall be dissolved or shall make an assignment for the benefit of creditors.

c. If involuntary proceedings under the Code or insolvency law or any State, or for the dissolution of a corporation shall be instituted against Tenant, or if a receiver or trustee shall be appointed of all or substantially all of the property of Tenant, and such is not dismissed within sixty (60) days thereafter.

d. If this Lease or the interest of Tenant hereunder shall be transferred or assigned in a manner other than herein permitted.

e. If Tenant shall fail to keep and perform any other conditions, agreements, or covenants provided for in this Lease, for thirty (30) days after notice from Landlord that Tenant is in default thereunder; provided that a longer period is allowed to cure defaults where Tenant commences and diligently pursue same during such thirty (30) day period.

16. LANDLORD'S REMEDIES. Upon the occurrence of an Event of Default, Landlord may, in addition to any other remedy available to it at law or in equity, take any of the following actions:

a. Terminate this Lease, resume possession of the Premises for its own account, and recover from Tenant the difference between the rent specified in this Lease and the fair rental value of the Premises for the remainder of the Lease Term, reduced to present worth; or

b. Resume possession and release or rent the Premises for the remainder of the Lease Term for the account of Tenant and recover from Tenant:

- (i) at the end of the Lease Term; or
- (ii) from time to time; or
- (iii) at any time,

the difference between the Rent specified in this Lease and the rent received or to be received on the releasing or renting; or

c. Enforce by distress, foreclosure, or otherwise, Landlord's lien against Tenant's property found upon or off the Premises.

With reservation of all rights under Article VII, Section 10, Pledging Credit, Florida Constitution (1968), and further subject to conditions and limitations set forth in Fla. Stat. Sec. 768.28 (2019), Tenant agrees to pay all costs and expenses, including reasonable attorney's fees incurred by Landlord in enforcing Tenant's obligations under this Lease or resulting from Tenant's default under this Lease. Landlord, in the event of repossession of Premises, shall use commercially reasonable efforts to re-let same, but shall not be required to let the Premises with any preference over other space Landlord may then have available for lease.

17. SUBORDINATION. This Lease and the rights of Tenant hereunder are subject and subordinate and inferior to the lien, terms and conditions of any mortgage now or hereafter encumbering the Premises. Tenant agrees to execute and deliver such instruments to evidence subordination, certificates of estoppel, and certificates as to the status of the Lease as Landlord may request, provided Tenant receives a non-disturbance agreement which recognizes its right to quiet enjoyment upon its performance of its obligations under this Lease. Tenant agrees to attorn to any mortgagee or other successor landlord at the option of such mortgagee or successor landlord.

18. INDEMNIFICATION.

By Tenant. With reservation of all rights under Article VII, Section 10, Pledging Credit, Florida Constitution (1968), and further subject to conditions and limitations set forth in Fla. Stat. Sec. 768.28 (2019), Tenant agrees to indemnify and hold harmless Landlord from and against any and all liabilities, claims, demands, costs, and expenses of every kind and nature, including those arising from any injury or damage to any person (including death), property or business:

- (i) sustained in or about the Premises and resulting from the negligence or willful misconduct of Tenant, its employees, agents, servants, invitees, licensees, or subtenants;
- (iii) resulting from the storage, disposal, or leakage by Tenant, its employees, agents, servants, invitees, licensees or subtenants of any hazardous substances on or about the Premises, or
- (iii) resulting from the failure of Tenant to perform its obligations under this Lease; provided however, Tenant's obligations under this paragraph shall not apply to injury or damage resulting from the gross negligence or willful misconduct of Landlord.

The indemnity obligation of Tenant relating to hazardous substances shall survive the termination or expiration of the Lease Term.

b. By Landlord. Landlord agrees to indemnify and hold harmless Tenant from and against any and all liabilities, claims, demands, costs, and expenses of every kind and nature (including attorney's fees), including those arising from any injury or damage to any person (including death), property or business:

- (i) sustained in or about the Premises and resulting from the gross negligence or willful misconduct of Landlord, its employees, agents, servants, or contractors;
- (ii) resulting from the storage, disposal, or leakage by Landlord, its employees, agents, servants, invitees, licensees or subtenants of any hazardous substances on or about the Premises, or
- (iii) resulting from the grossly negligent failure of Landlord to perform its obligations under this Lease;

c. Limitations on Landlord's Indemnity.

- (i) Provided, however, Landlord's obligations under this paragraph shall not apply to injury or damage resulting from the negligence or willful misconduct of Tenant, its employees, agents, servants, invitees, licensees or subtenants.
- (ii) In no event shall Landlord be deemed to indemnify Tenant from the actions or inactions of other tenants of the building in which the Premises are located or their respective employees, agents, servants, invitees, licensees, or subtenants.

d. Landlord shall have no duty to perform any maintenance, repair or replacement activity except to the extent the same (1) is specifically designated herein as a Landlord Repair; and (2) Tenant has provided Landlord notice of the need to perform the same or the principals of Landlord have actual knowledge of the same.

e. Notwithstanding anything in this Lease to the contrary, neither Landlord nor any principal or member thereof shall have personal liability hereunder and Tenant shall look solely to the estate, assets, and property of Landlord in the land and improvements comprising the Building in which the Premises are located for the collection of any judgment or other judicial process arising out of or related to any default or breach by Landlord under this Lease or any matter as to which Landlord has indemnified Tenant hereunder, and no other assets of Landlord shall be subject to levy, execution or other procedures for the satisfaction of any remedies of Tenant.

19. LIENS. With reservation of all rights under Article VII, Section 10, Pledging Credit, Florida Constitution (1968), and further subject to conditions and limitations set forth in Fla. Stat. Sec. 768.28 (2019), Tenant agrees that it will pay all liens of contractors, subcontractors, mechanics, laborers, and materialmen, and will indemnify Landlord against all expenses, costs, charges, and attorney's fees reasonably incurred in connection with the defense of any suit in discharging the Premises or any part thereof from any liens, judgments, or encumbrances caused or suffered by Tenant. In the event any such lien shall be made or filed, Tenant shall bond against or discharge the same within ten (10) days after Tenant receives notice that the same has been made or filed. It is understood and agreed between the parties hereto that the expenses, costs and charges referred to above shall be considered as Rent due. **The interest of Landlord in the real property and the Building in which the Premises are located shall not be subject to liens for improvements by Tenant, and the parties agree to execute a memorandum confirming such exemption from lien in recordable form at Landlord's request.**

20. USE PERMITTED; EXCLUSIVITY. The Premises shall be used for no purposes other than as a medical office, together with associated technical specialists, without prior consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.

21. SIGNS. Tenant shall not attach any signs to the Premises, or place any lettering on glass windows, unless such signs and such lettering are approved in advance by Landlord in writing, which approval shall not be unreasonably withheld, conditioned, or delayed. Landlord will, at Tenant's expense, provide signage on the street monument sign, building directory and on the office Premises entry door.

22. PARKING. Except for designated, reserved spaces (including tenant and visitor/patient spaces), all other parking areas with the common area will be operated by Landlord on a non-exclusive basis. Employees and other staff of Tenant are to utilize the parking areas located to the south of the Building or as otherwise designated by Landlord. Currently, parking spaces in the south parking area are assigned. Tenant has the right to use the six (6) parking spaces assigned to its suite. Should there be unassigned parking spaces, each user of the south parking area will have the right to park in any available space on a first come-first served basis unless such space is specifically designated or reserved by Landlord or designated for handicapped parking. Notwithstanding the foregoing, Landlord shall, throughout the term, designate two (2) parking space adjacent to the building for physician parking. Marked parking spaces are available for patients of the Tenant in the parking area on the north side of the Building in a location that is as close as possible to the Premises. Overnight parking of vehicles is not permitted without the express, written consent of Landlord.

23. NOTICES. All notices, requests, demands, and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be given to the party at its address or facsimile number set forth below. Each notice shall be deemed to have been duly given and received: (a) as of the date and time the same are personally delivered with a receipted copy, (b) if given by facsimile, when the facsimile is transmitted to the party's facsimile number specified below and confirmation of complete receipt is received by that transmitting party during normal business hours or the next Business Day if not confirmed during normal business hours (provided that an additional copy shall promptly thereafter be sent by any other means permissible hereunder); (c) if delivered by U. S. Mail, within three (3) days after depositing with the United States Postal Service, postage prepaid by certified mail, return receipt requested, or (d) if given by a nationally recognized or reputable overnight delivery service within one (1) day after deposit with such delivery service. provided that such notice shall not be deemed tardy because it is dispatched by the sender on or before the date due hereunder but not the requisite number of days prior, only that delivery by such method shall serve to extend the period of any required response from the recipient.

If to LANDLORD: **CAMELOT OF FT. LAUDERDALE, LLC**
501 West Bay Street
Jacksonville, Florida 32202
ATTN.: Phillip A. Buhler
Facsimile: (904) _____

With a copy to: **BERGER COMMERCIAL REALTY CORP.**
ATTN.: Property Manager
1600 SE 17th Street Causeway, Suite 200
Ft. Lauderdale, Florida 33316
Facsimile: (954) 358-0901

And

DUSS, KENNEY, SAFER, HAMPTON & JOOS, P.A.
John S. Duss, IV, Esq.
4348 Southpoint Boulevard, Suite 101
Jacksonville, Florida 32216
Facsimile (904) 543-4301

If to TENANT: **City of Fort Lauderdale**
4750 N. Federal Highway, Suite 300
Fort Lauderdale, FL 33308
Facsimile: () _____

With a copy to: **City Manager**
City of Fort Lauderdale
100 N Andrews Avenue
Fort Lauderdale, FL 33301
Facsimile: () _____

or at such other address as the parties may specify from time to time by written notice to the other party.

Notwithstanding the provisions hereof to the contrary, legal counsel for either party may provide any notice required or permitted hereunder solely by direct communication from said party's legal counsel to legal counsel for the other party pursuant to the methods of notice permitted under this paragraph.

24. HOLDING OVER. Any holding over by Tenant after the expiration or termination of this Lease shall not operate as a renewal of this Lease, but in such event Tenant's continued occupancy shall be on a month to month basis at one hundred fifty percent (150%) the monthly rental provided herein unless an agreement in writing providing otherwise is entered into by the parties hereto. The provisions of this paragraph shall not constitute a waiver by Landlord of any re-entry rights of Landlord available under this Lease in equity or at law.

25. HEADINGS. The paragraph headings in this Lease are for convenience and reference only, and the words contained herein shall in no way be held to explain, amplify, modify, or aid in the interpretation, construction, or meaning of the provisions of this Lease.

26. MODIFICATION. No modification, alteration or amendment to this Lease shall be binding unless in writing and executed by the parties hereto, their heirs, successors, or assigns.

27. DUE NEGOTIATION. This Lease has been drafted following due negotiation by both parties and their respective representatives and fairly and accurately reflects the intent of the parties with regard to the terms and conditions of this Agreement. Accordingly, all parties agree that this Lease shall not be construed for or against any party, but rather solely on the plain meaning of the contents hereof. None of the parties hereto shall be considered to be the drafter of this Lease or any provision hereof for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof. Each party has had or has been advised to seek legal advice by an attorney of their own choice prior to the execution of this Agreement. Each party fully understands the facts and has been informed fully as to their legal rights and obligations. Each party is signing or has signed this Lease freely and voluntarily and with full knowledge of the possible implications hereof.

28. PRIOR NEGOTIATION, ENTIRE AGREEMENT. Neither Landlord nor Tenant nor any of their agents has made any statements, representations or agreements verbally or in writing in conflict with the terms of this Lease. Any and all representations by either of the parties or their agents made during negotiations prior to the execution of this Lease and which representations are not contained in the provisions hereof shall not be binding upon either of the parties hereto. This lease contains the entire agreement between the parties, and no rights are to be conferred on either party until this Lease has been executed.

29. RIGHTS OF SUCCESSORS. The terms and conditions of this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors, or assigns.

30. NO RECORDING. Neither this Lease nor any memorandum thereof shall be recorded in the Public Records of any county in the State of Florida. Such recording by Tenant without Landlord's consent shall constitute an Event of Default under this Lease.

31. RADON GAS DISCLOSURE- RADON GAS: Radon is naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

32. BROKERAGE. Other than Berger Commercial Realty Corp. and Colliers International South Florida ("Brokers"), each party represents and warrants to the other neither has (a) employed a real estate broker; or (b) entered into any agreement or taken any action which would result in a commission, finder's fee, or other similar charge being payable on account of the sale/lease of the Property. With reservation of all rights under Article VII, Section 10, Pledging Credit, Florida Constitution (1968), and further subject to conditions and limitations set forth in Fla. Stat. Sec. 768.28 (2019), each party hereto agrees to indemnify and hold harmless the other against any other cost or expense, including reasonable attorney's fees and costs incurred by a party by reason of a claim for a brokerage commission, brokerage fee, or brokerage charge arising out of actions of the other indemnifying party, which agreement shall survive the execution of this Lease or the expiration of the Lease Term. Any brokerage fee(s) as set forth in separate commission agreement(s) shall be paid by Landlord to Brokers.

33. [INTENTIONALLY DELETED.]

34. TRADING WITH THE ENEMY ACT. The parties represent and warrant that neither they nor their officers, directors or controlling owners are acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" ("SDN"), or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; that neither they nor their offices, directors or controlling owners are engaged in this transaction, directly or indirectly, on behalf of, or facilitating this transaction, directly or indirectly, on behalf of, any such person, group, entity or nation; and that neither they nor their officers, directors or controlling owners is in violation of Presidential Executive Order 13224, the USA Patriot Act, the Bank Secrecy Act, the Money Laundering Control Act or any regulations promulgated pursuant thereto.

With reservation of all rights under Article VII, Section 10, Pledging Credit, Florida Constitution (1968), and further subject to conditions and limitations set forth in Fla. Stat. Sec. 768.28 (2019), Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damage, losses, risks, liabilities and expenses (including attorneys' fees and costs) arising from or related to any breach of the foregoing certification. Should Tenant, during the term of this Lease, be designated an SDN, Landlord may, at its sole option, terminate this Lease.

35. MOLD/MILDEW DISCLOSURE. Mold (mildew) is a common, naturally occurring organism that grows indoors and outdoors. Mold may produce adverse health effects although the scientific evidence is unclear as to the extent of health risk or the amount of mold necessary to cause health impact. Modern building codes, practices and materials providing living space that is energy efficient. However, this energy efficiency has a result of minimizing air flow into or out of the building. Some buildings do not "breathe" like other buildings and are therefore more susceptible to mold growth when the building air is not conditioned, however, all buildings are susceptible to mold growth. Landlord makes no representation to Tenant concerning the presence or absence of mold or mildew in the Premises or the Building at any time or in any quantity. Tenant hereby expressly releases Landlord from any loss, claim, liability or damage now or hereafter arising from or related to the presence at any time of

mold or mildew in the Premises or the Building, except to the extent proximately caused by Landlord's gross negligence or intentional misconduct.

36. TENANT ACCESS TO PREMISES. Except for maintenance requiring limited access to the Building, common areas and parking facilities duly noticed in advance by Landlord, Tenant shall have access to the Building, parking areas and Premises 24 hours a day, 7 days a week, 52 weeks per year. Outside of ordinary business hours, Building access will be provided by front door punch code system installed and maintained by Landlord. Landlord shall be responsible for access control to the Building, which access control shall be at least to the access control standard found at typical Comparable Buildings. Tenant shall be responsible for access control to, and electronic security for, the Premises (including the acquisition and installation of an electronic security system) at Tenant's sole cost and expense.

37. COUNTERPARTS; SIGNATURES. This Agreement may be executed in counterparts. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called "pdf" format shall be legal and binding and shall have the same full force and effect as if an original of this Agreement had been delivered. Landlord and Tenant (i) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent by facsimile or electronic mail, (ii) are aware that the other party will rely on such signatures, and (iii) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature.

39. WAIVER OF JURY TRIAL. THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED UPON THIS AGREEMENT OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTION OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the date first above written.

Damara A. Atkins
Print Name: Damara A. Atkins

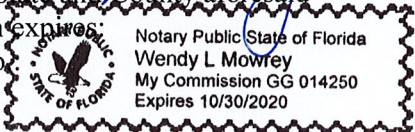
Cynthia L. Crowe
Print Name: Cynthia L. Crowe

CAMELOT OF FT. LAUDERDALE, LLC, a
Florida limited liability company by Philip A.
Buhler, its Managing Member, by John S. Duss, IV,
its agent and attorney-in-fact, by Special Power of
Attorney dated December 28, 2017

John S. Duss IV
JOHN S. DUSS, IV

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 5th day of June, 2019, by Philip A. Buhler, Managing Member of Camelot of Ft. Lauderdale, LLC, a Florida limited liability company, by John S. Duss, IV, its agent and attorney-in-fact, by Special Power of Attorney dated December 28, 2017, on behalf of the same.

Wendy L. Mowrey
Notary Public, State and County aforesaid
My commission expires: _____
Commission No. _____


He/She/They: (please check appropriate statement)
XX is/are personally known to me
_____ produced identification (specify type)

WITNESSES:

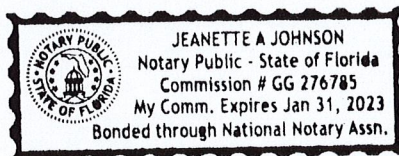
Jeanette A. Johnson
[Witness Print Name]

Mary J. Matthews
[Witness Print Name]

(SEAL) ATTEST:

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 11th day of June, 2019, by Dean J. Trantalis, Mayor of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida.
(SEAL)

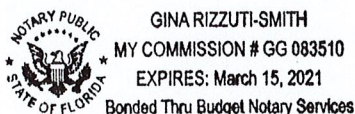


Personally Known

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 10 day of June, 2019, by Christopher J. Lagerbloom, City Manager of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida.

(SEAL)



Personally Known

TENANT

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

By Dean J. Trantalis
Dean J. Trantalis, Mayor] Robert L. McKinzie

By Christopher J. Lagerbloom
Christopher J. Lagerbloom, City Manager
Rick Maglione

Jeffrey A. Modarelli, City Clerk

APPROVED AS TO FORM:
Alain E. Boileau, City Attorney

By James Brako
James Brako, Asst. City Attorney

Jeanette A. Johnson
Signature: Notary Public, State of Florida
Jeanette A. Johnson
Name of Notary Typed, Printed or Stamped

Gina Rizzuti-Smith
Signature: Notary Public, State of Florida
Gina Rizzuti-Smith
Name of Notary Typed, Printed or Stamped

EXHIBIT A TO LEASE
Legal description and floor plan

Legal Description: CORAL RIDGE COUNTRY CLUB ADD NO 1 40-18 B LOT 18 BLK 3 and
CORAL RIDGE COUNTRY CLUB ADD NO 1 40-18 B LOT 16 BLK 3

Floor plan



VB

EXHIBIT B TO LEASE

RULES AND REGULATIONS

The following rules and regulations ("Rules and Regulations") govern the use of the Premises and the Building. Tenant will be bound by such Rules and Regulations and agrees to cause its employees, subtenants, assignees, contractors, suppliers, customers and invitees to observe the same.

1. Sidewalks, doorways, vestibules, halls, stairways, and other similar areas shall not be obstructed by tenants or used by any tenant for purposes other than ingress and egress to and from their respective leased premises and for going from one to another part of the Building.

2. Plumbing, fixtures and appliances shall be used only for the purposes for which designed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or deposited therein. Damage resulting to any such fixtures or appliances from misuse by a tenant or its agents, employees or invitees, shall be paid by such tenant.

3. No signs, advertisements or notices shall be painted or affixed on or to any windows or doors or other part of the Building without the prior written consent of Landlord. No nails, hooks or screws (other than those which are necessary to hang paintings, prints, pictures, or other similar items on the Premises' interior walls) shall be driven or inserted in any part of the Building except by Building maintenance personnel. Landlord will have the right to remove, at Tenant's expense and without notice, any sign installed or displayed in violation of this rule. Tenant agrees not to place anything against or near glass partitions or doors or windows which may appear unsightly from outside the Premises, including without limitation, window treatments, blinds, screens, foil shades, tinting materials or stickers.

4. Landlord shall provide and maintain an alphabetical directory for all tenants in the main lobby of the Building.

5. Landlord shall provide all door locks in each tenant's leased premises, at the cost of such tenant. Tenant shall not alter any lock or install any new or additional lock or bolt on any door of the Premises without Landlord's prior written consent. Landlord shall furnish to each tenant a reasonable number of keys to such tenant's leased premises, at such tenant's cost, and no tenant shall make a duplicate thereof.

6. Tenant and Tenant's employees shall park their cars in those portions of the parking lot(s) designated for that purpose by Landlord. No overnight parking is allowed without Landlord approval.

7. Movement in or out of the Building of furniture or office equipment, or dispatch or receipt by tenants of any bulky material, merchandise or materials which require use of elevators or stairways, or movement through the Building entrances or lobby shall be conducted via the Building's freight elevator and may be subject to Landlord's supervision and may be limited or regulated by Landlord in its sole discretion. Each tenant assumes all risks of and shall be liable for all damage to articles moved and injury to persons or public engaged or not engaged in such movement, including equipment, property and personnel of Landlord if damaged or injured as a result of acts in connection with carrying out this service for such tenant.

8. Landlord may prescribe weight limitations and determine the locations for safes and other heavy equipment or items, which shall in all cases be placed in the Premises so as to distribute weight in a

manner acceptable to Landlord which may include the use of such supporting devices as Landlord may require. All damages to the Building caused by the installation or removal of any property of a tenant, or done by a tenant's property while in the Building, shall be repaired at the expense of such tenant.

9. Corridor doors, when not in use, shall be kept closed. Nothing shall be swept or thrown into the corridors, halls, elevator shafts or stairways. No birds or animals (other than seeing-eye dogs) shall be brought into or kept in, on or about the Premises. No portion of the Premises shall at any time be used or occupied as sleeping or lodging quarters.

10. Tenant shall cooperate with Landlord's employees in keeping the Premises neat and clean.

11. To ensure orderly operation of the Building, no ice, mineral or other water, towels, newspapers, etc. shall be delivered to any leased area except by persons approved by Landlord, which approval will not be unreasonably delayed or withheld.

12. Tenant shall not permit or allow the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Building by reason of noise, odors or vibrations, intense light, heat or other form of electromagnetic radiation or otherwise interfere in any way with other tenants or persons having business with them.

13. No machinery of any kind (other than normal office equipment) shall be operated by any tenant on its leased area without Landlord's prior written consent, nor shall any tenant use or keep in the Building any flammable or explosive fluid or substance (other than typical office supplies [e.g., photocopier toner] used in compliance with all Laws).

14. Landlord will not be responsible for lost or stolen personal property, money or jewelry from the Building regardless of whether such loss occurs when the area is locked against entry or not.

15. Tenant will not sell, or permit the sale at retail of newspapers, magazines, periodicals, theater tickets or any other goods or merchandise to other tenants or to the general public in or on the Building. No vending or dispensing machines of any kind may be maintained in any leased premises without the prior written permission of Landlord.

16. Tenant shall not conduct any activity on or about the Building which will draw pickets, demonstrators, or the like.

17. [INTENTIONALLY DELETED.]

18. All directional signs, arrow and posted regulations must be observed at all times.

19. Landlord reserves the right from time to time to modify and/or adopt such other reasonable and non-discriminatory rules and regulations for the parking facilities as it deems reasonably necessary for the operation of the parking facilities.

20. No tenant may enter into phone rooms, electrical rooms, mechanical rooms, roof or other service areas of the Building unless accompanied by Landlord or the Building manager.

21. Tenant will not permit any Tenant Party to bring onto the Building any handgun, firearm or other weapons of any kind or illegal drugs.

22. Landlord will in all cases retain the right to control and prevent access thereto by any persons whose presence in the reasonable judgment of Landlord would be prejudicial to the safety, character, reputation and interest of the Building and its tenants, provided that nothing herein contained will be construed to prevent such access to persons with whom any tenant normally deals in the ordinary course of its business, unless such persons are engaged in illegal or unlawful activities.

23. Tenant agrees to comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.

24. Tenant shall not permit its employees, invitees or guests to smoke in the Premises or the lobbies, passages, corridors, elevators, vending rooms, rest rooms, stairways or any other area shared in common with other tenants in the Building, or permit its employees, invitees, or guests to loiter at the Building entrances for the purposes of smoking. Landlord may, but shall not be required to, designate an area for smoking outside the Building.

25. These Rules and Regulations are in addition to, and will not be construed to in any way modify or amend, in whole or in part, the terms, covenants, agreements and conditions of the Lease. Landlord may waive any one or more of these Rules and Regulations for the benefit of Tenant or any other tenant, but no such waiver by Landlord will be construed to be a waiver of such Rules and Regulations in favor of Tenant or any other tenant, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all of the tenants of the Building.

26. Landlord reserves the right to make such other and reasonable and nondiscriminatory Rules and Regulations as, in its judgment, may from time to time be needed for safety and security, for care and cleanliness of the Building and for the preservation of good order therein. Tenant agrees to abide by all such Rules and Regulations hereinabove stated and any additional reasonable and non-discriminatory rules and regulations which are adopted. Tenant is responsible for the observance of all of the foregoing rules by Tenant's employees, agents, clients, customers, invitees and guests.