

NAME OF DOCUMENT: MEDICAL OFFICE LEASE BETWEEN NORTH BROWARD HOSPITAL DISTRICT D/B/A BROWARD HEALTH AND CITY OF FORT LAUDERDALE

Approved Comm. Mtg. on May 7, 2013 CAM# 13-⁰⁷¹³~~0000~~ - WALK-ON

ITEM: M - PH - O - CR - R

Routing Origin: CAO ENG. COMM. DEV. OTHER _____

Also attached: copy of CAM copy of document ACM Form # _____ originals

By: _____ forwarded to: _____
Initials

1.) Approved as to Content: [Signature]
Department Director

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

Please Check the proper box: CIP FUNDED YES NO
Capital Improvement Projects

2.) Approved as to Funds Available: by [Signature] Date: 5.9.13
Finance Director

Amount Required by Contract/Agreement \$ 1600.48 Funding Source: 545

Dept./Div. AZ - Risk Mgmt Index/Sub-object (N5220101) Project # NA

3.) City Attorney's Office: Approved as to Form:# _____ Originals to City Mgr. By: _____

Harry A. Stewart _____	Cole Copertino _____	Robert B. Dunckel _____
Ginger Wald _____	D'Wayne Spence _____	Paul G. Bangel _____
Carrie Sarver _____	DJ Williams-Persad <u>X [Signature]</u>	

4.) Approved as to content: Assistant City Manager:

By: _____ By: _____
Stanley Hawthorne, Assistant City Manager Susanne Torriente, Assistant City Manager

- 5.) City Manager: Please sign as indicated and forward originals to Mayor.
- 6.) Mayor: Please sign as indicated and forward originals to Clerk.
- 7.) To City Clerk for attestation and City seal.

INSTRUCTIONS TO CLERK'S OFFICE

8.) City Clerk: forward document to: Guy Hine
 Original Route form to Glynis Burney

5/14

MEDICAL OFFICE LEASE

LEASE SUMMARY SECTION:

LANDLORD'S NAME AND NOTICE ADDRESS:

North Broward Hospital District and:
d/b/a Broward Health
Attn: Sonal Patel, Manager of Real Estate
303 S.E. 17th St, #400
Fort Lauderdale, FL 33316
Telephone: (954) 355-5786
Facsimile: (954) 355-4827

North Broward Hospital District
d/b/a Broward Health
Attn: General Counsel
303 S.E. 17th St, 6th Floor
Fort Lauderdale, FL 33316
Telephone: (954) 355-5105
Facsimile: (954) 355-4966

AGENT'S NAME AND ADDRESS FOR RENT:

Meridian Realty Management
P.O. Box 460909
Fort Lauderdale, Florida 33346
Telephone: (954) 284-3300
Facsimile: (954) 284-3303

TENANT'S NAME AND NOTICE ADDRESS:

City of Fort Lauderdale, a Florida municipal corporation
City Hall
Attn: City Manager
100 N. Andrews Avenue
Fort Lauderdale, FL 33301
Telephone: 954-828-5940

BUILDING: Medical Office Building
 300 SE 15th Street
 Fort Lauderdale, Florida 33316

DEMISED PREMISES (Section 1): The real property located at 300 SE 15th Street, Fort Lauderdale, Florida 33316 and the improvements thereon, including a 1,686 square foot Medical Office Building and parking area (the "Leased Premises")

RENEWAL TERM (Sections 2 & 3):

Commencement Date: May 15, 2013

Initial Term: Sixty (60) Day Term with three (3) one month options to renew.

BASE RENT (Section 4):

Base Rent: \$23.49 per square foot

Monthly Base Rent: \$ 3,300.34

Total Monthly Rent: \$ 3,300.34

Annual Base Rent: \$39,604.14 plus applicable taxes (to the extent required by law)

PERMITTED USE (Section 5): Medical Office/ Clinic for the treatment of employees of the City of Fort Lauderdale and dependents thereof. Permitted Use includes staffing of Medical Office/Clinic by independent contractors.

PROHIBITED USE (Section 5): Other use than above

EXHIBITS:
Exhibit "A" - Rules and Regulations

H:_GOV CLIENTS\BH 3539010287\Form Lease (4) 4-24-13.docx revised by City (DJD changes 5.3.13) CLEAN DOCUMENT.docx

THIS MEDICAL OFFICE LEASE ("Lease") is made this 14th day of May, 2013 (the "Effective Date") by and between the NORTH BROWARD HOSPITAL DISTRICT, d/b/a "Broward Health", a special tax district of the State of Florida ("Landlord") and The City of Fort Lauderdale, a Florida municipal corporation ("Tenant"). The terms and provisions set forth in the attached Lease Summary Section are incorporated into this Lease as if fully set forth herein.

SECTION 1.

1.1 **DEMISED PREMISES.** In consideration of the rent hereafter agreed to be paid by Tenant to Landlord and the mutual promises hereinafter provided, Landlord does hereby lease and let unto Tenant, and Tenant does hereby lease from Landlord, those certain premises described in the Lease Summary Section ("Demised Premises") situated in Broward County located at 300 SE 15th Street, Fort Lauderdale, Broward County, Florida 33316 (the "Building").

1.2 In consideration of the rent paid by Tenant, the Landlord shall also provide Tenant with three (3) examining tables that are located in the Demised Premises for Tenant's use during the Term of this Lease.

SECTION 2. TERM OF LEASE.

2.1 **Term.** This Lease will be for the term set forth in the Lease Summary Section, unless sooner terminated as hereinafter provided ("Initial Term"); which Initial Term will begin on the Commencement Date as defined in the Lease Summary Section. Provided that Lessee is not in default of this Lease, Lessee shall have the option to renew this Lease for three (3) one (1) month terms from the expiration date of the Initial Term of this Lease by providing written notice to Landlord fifteen (15) days prior to the expiration date of the Initial Term or any subsequent term. Said option term(s) shall be upon the same terms and conditions as provided herein. Either party shall have the right to terminate this lease without cause sixty (60) days subsequent to the Commencement Date by providing written notice to the other party thirty (30) days in advance of the Termination Date.

2.2 **Commencement Date.** The "Commencement Date" of the Initial Term shall be the date set forth in the Lease Summary Section. On the Commencement Date, Tenant shall pay to Landlord the first month's Rent.

2.3 **Definition of Lease Year.** The term "Lease Year" shall mean and refer to twelve (12) month period starting on the Commencement Date.

SECTION 3. RENT AND SECURITY DEPOSIT.

3.1 **Base Rent.** Commencing on the Commencement Date, Tenant covenants and agrees that it shall pay, without notice, demand, setoff or deduction, to Landlord or as Landlord directs, c/o Meridian Realty Management, LLC., P.O. Box 460909, Fort Lauderdale, Florida 33346-0909, the annual Rent for each Lease Year of the Initial Term as set forth in the Lease Summary Section. For the purposes of this Lease, the term "Lease Year" shall mean and be defined as that certain twelve month period commencing on (the Commencement Date, and each successive twelve-month period that this Lease is in effect. The annual Rent shall be paid to Landlord in equal monthly installments on or before the 1st day of each month during the Lease Year.

3.2 Sales Tax. If required by law, in addition to all rent due under this Lease, Tenant will pay an amount equal to any tax on all amounts classified as rent or additional rent which may be now or hereafter imposed by any lawful authority. Lessee is a Florida municipal corporation and the intended use of the Demised Premises is for governmental purposes. As such the lease of the Demised Premises is exempt from sales or use tax. Accordingly, only to the extent that Lessee is not entitled to an exemption from sales or use tax shall sales or use tax be paid, but then only to the extent applicable.

3.3 Personal Property Taxes. If required by law, Tenant shall pay, prior to delinquency, all taxes assessed or levied upon its business operation, and upon its leasehold interest, trade fixtures, furnishings, equipment and personal property of any kind owned, installed or used by Tenant in, on or upon the Demised Premises, and all alterations, changes and additions thereto.

3.4 Late Charge. In the event any installment of Rent or other amount is not paid and received by Landlord within period set forth under the Local Government Prompt Payment Act, § 218.70, et seq. Fla. Stat. (2012) et. seq., said late payment shall bear interest from thirty (30) days after the due date at a rate of one (1.0) percent per month on the unpaid balance in accordance with § 218.74, Florida Statutes (2012).

3.5 Additional Rent. If Tenant shall become obligated to Landlord under this Lease for any sum other than Rent, the amount thereof shall be deemed to constitute additional rent and shall be due and payable by Tenant simultaneously with the next succeeding monthly installment of Rent or at such other time as may be expressly provided in this Lease for the payment of the same.

SECTION 4. USE OF DEMISED PREMISES.

Tenant shall use and continuously occupy the Demised Premises for the Permitted Use set out in the Lease Summary Section, and for no other purposes except with the prior written consent of the Landlord. Tenant shall conduct its operations in the Demised Premises in a professional manner and keep the Demised Premises in first-class condition, in accordance with high standards of operation. Tenant shall occupy and use the Demised Premises, at its expense, for no unlawful purpose or act, shall commit or permit no waste or damage to the Demised Premises, shall comply with and obey all laws, regulations, or orders of any governmental authority, agency, Hospital (if any), or Land Documents (hereinafter defined) and directions of the Landlord, including Rules and Regulations which are adopted, changed or modified from time to time by Landlord on reasonable notice to Tenant, all of which are and will be a part of this Lease as Exhibit "A", and including (without limitation) the installation of fire extinguishers and other safety equipment as Landlord may require and compliance with the recommendations of Landlord's insurance carriers and their rate-making bodies. Tenant shall conduct its business and control its agents, employees, invitees and visitors in or about the Demised Premises and Common Areas in such manner as not to create any nuisance, or interfere or obstruct with the rights of, or injure, other Tenants or occupants of the Building, or disturb any other Tenant in the Building or Landlord in its operation of the Building. Tenant shall not do or permit anything to be done in or about the Demised Premises which will in any way permit the emission of any noises or noxious odors that are harmful, and shall not do or permit anything to be done which will increase the rate of, or void, or suspend, the fire or other insurance upon the Building. While Landlord shall not be obligated to enforce such Building Rules and Regulations

against any person, Landlord shall not act in a discriminatory manner against Tenant in the enforcement of the Building Rules and Regulations in relation to other similarly situated Tenants in the Building.

Tenant shall, at Tenant's cost and expense, safely store and secure all medical supplies and medications located from time to time within the Demised Premises and Tenant shall be responsible, at Tenant's cost and expense, for maintaining, handling, storing and securing all patient records and files, in compliance with all applicable laws, statutes, rules, regulations, codes, orders and ordinances (including but not limited to the Chemical Diversion and Trafficking Act of 1988, the Controlled Substances Act of 1970, and the Health Insurance Portability and Accountability Act of 1996), all as the same are presently in effect or as may hereafter be amended, modified, supplemented or superseded, of any applicable governmental authorities, agencies, departments or bodies having subject matter jurisdiction over the Demised Premises and the use thereof and with all insurance requirements, relating to the use, condition or occupancy of the Demised Premises and/or the Building and/or the Permitted Use. Landlord shall neither be liable or responsible for any loss or theft of any such medical supplies or medications, nor liable or responsible for claims, actions, causes of action, suits, judgments, damages, fines, losses, costs or expenses pertaining to Tenant's obligations to protect patient privacy or patient information or pertaining to Tenant's failure to comply with any of the foregoing. Subject to the provisions and limitations of Section 48, Sovereign Immunity, herein, Tenant shall indemnify and hold harmless Landlord, its employees and agents, from and against any and all claims, actions, causes of action, suits, judgments, damages, fines, losses, costs and expenses (including, without limitation, reasonable attorneys' fees) incurred or suffered by Landlord, its employees or agents related to the loss or theft of any such medical supplies or medications or the storage and security of medical supplies and medications and/or pertaining to the protection and privacy of patient information, in connection with entry into the Demised Premises by Landlord, its employees or agents during the times and for the reasons permitted by this Lease so as not to compromise the privacy of such information.

SECTION 5. COMMON AREAS.

5.1 The "**Common Areas**" (as initially constructed or as the same may at any time thereafter be modified, enlarged or reduced) shall mean all areas, space, facilities, equipment, signs and special services from time to time made available by Landlord within the Building for the common and joint use and benefit of Landlord, Tenant and other Tenants and occupants of the Building, and their respective employees, agents, subTenants, licensees, patients, customers and invitees. Such Common Areas include, but are not limited to, the roof of the Building, the Building's plumbing, lobby, elevators, hallways, corridors, public lavatories, driveways, loading areas and facilities, walkways, stairs, ramps, employees' parking area, service roads, sidewalks, car parking areas parking areas and landscaped areas serving the Building and property.

5.2 Use of Common Areas. Tenant and its employees and invitees are, except as otherwise specifically provided in this Lease, authorized and privileged during the Term to use the Common Areas for their respective intended purposes in common with other persons.

5.3 Changes by Landlord. Landlord shall have the right to determine the nature and extent of the Common Areas, and to make such additions, alterations, changes or deletions to the Common Areas as Landlord may determine from time to time in its sole discretion or which may be required by any governmental authority.

5.4 Landlord's Maintenance and Control. Landlord agrees to maintain and operate, or cause to be maintained and operated, the Common Areas. Landlord shall, as between Landlord and Tenant, at all

times during the Term have the sole and exclusive control, management and direction of the Common Areas, and may at any time and from time to time during the Term exclude and restrain any person from use or occupancy thereof, excepting, however, Tenant and other Tenants of Landlord and bona fide invitees of either who make use of the Common Areas for their intended purposes and in accordance with the Rules and Regulations established by Landlord from time to time with respect thereto. The rights of Tenant in and to the Common Areas shall at all times be subject to the rights of others to use the same in common with other Tenants. Landlord may at any time and from time to time close all or any portion of the Common Areas as may be necessary to repair and maintain the Common Areas.

5.5 Parking. Upon written notice to Tenant, Landlord may from time to time assign particular parking spaces to Tenant and/or to the other Tenants of the Building and in such event Tenant, its staff/independent contractors, employees, guests and invitees shall park their vehicles only in those spaces assigned to Tenant. If Tenant, its employees, guests or invitees park their vehicles in any parking space assigned to any other Tenant, Landlord shall have the right to tow such vehicles at the expense of Tenant.

SECTION 6. CARE OF PREMISES. Tenant will not perform any acts or carry on any practices within the Demised Premises and Common Areas which may injure the Building or create a nuisance or menace to other occupants in the Building and will keep the Demised Premises under its control clean and free from vermin, rubbish and debris at all times, and will store all trash and garbage within the Demised Premises or at Landlord's designated place therefore. Tenant will not burn any trash or garbage of any kind within the Building facility. Tenant will not keep or display any merchandise on or otherwise obstruct the walkways or areaways adjacent to the Demised Premises without the written consent of Landlord.

SECTION 7. MAINTENANCE AND ALTERATIONS.

7.1 During the Term, Landlord will maintain the roof, structural components, exterior walls, all Common Areas, and all Building systems (including the plumbing, electrical and air conditioning) serving the Tenant, in good repair; Landlord will pay for all such repairs except such repairs that may be occasioned by the negligence of Tenant or Tenant's agents or employees. If any repairs to the Building systems (including the plumbing, electrical and air conditioning systems within the Demised Premises) or to the structural portion of the Demised Premises (or to the Building in which the Demised Premises are located) are required as a result of the negligence of Tenant or Tenant's agents or employees, then Tenant will pay all expenses incurred by Landlord as a result of making such repairs.

7.2 During the Term, Tenant shall at its own cost and expense, maintain the interior of the Demised Premises in a good, clean, sanitary and safe condition. Tenant will also maintain the Demised Premises so that they shall be in compliance with all applicable rules and regulations of governmental and quasi-governmental agencies, including (without limitation) the Americans with Disabilities Act (as the same may be amended).

7.3 Tenant shall not make any permanent alterations or improvements to Demised Premises without first obtaining Landlord's written consent to the design, cost, materials, size and location thereof, and Landlord's consent to, at Landlord's sole option, may also be conditioned upon the posting of a payment and performance bond. If Tenant desires to make any permanent improvement(s) or alteration(s), Tenant must submit the plans and specifications for such improvements or alterations to Landlord for its written approval prior to the commencement of any alterations or improvements to the Demised Premises, and the improvements or alterations shall be made in accordance with plans and specifications approved by Landlord. Tenant shall ensure that all improvements and alterations shall be performed by a licensed (Florida) general contractor that is bonded and insured and that all work shall be performed in a workmanlike manner and in compliance with all controlling laws, ordinances, orders, rules, regulations and

other requirements of all controlling government authorities and, where applicable, Tenant must obtain all necessary governmental permits and authorizations at its sole cost prior to commencing any work. Upon completion of the improvements or alterations, Tenant shall provide Landlord with Releases of Lien from all contractors and/or subcontractors performing work at the Demised Premises. In the event any liens are filed by the contractor, subcontractors or materialmen related to the improvements or alterations, Tenant covenants and warrants that it shall within ten (10) days of the filing of the lien, either obtain a release of lien or insure that the lien is transferred to security in accordance with Section 713.24 of the Florida Statutes. The failure to transfer the lien to security within the ten (10) days shall constitute a default as defined herein. All alterations, additions, improvements and such fixtures, other than trade fixtures and equipment, which as a matter of law have become a part of the realty and which may be made or installed by either of the parties hereto upon the Demised Premises and which in any manner are attached to the floors, walls or ceiling shall, upon the expiration or termination of this Lease, become the property of Landlord without any payment by Landlord therefor, provided that Landlord may at its option require Tenant to remove from the Demised Premises at Tenant's expense all or any portion or item hereto specified at the expiration of this Lease. To the extent required by law, Tenant will pay any personal and/or real property tax that may be imposed by the proper taxing authorities upon any improvements made or requested by Tenant. Tenant will not install any lighting fixtures (inside or outside the Demised Premises), awnings, sliding doors in or on, alter the structure of or obstruct any portion of the Demised Premises in any manner without first having obtained Landlord's prior written consent therefore. Tenant agrees to remove all signs and personal insignia which may be displayed in or about the Demised Premises at the termination of this lease. Tenant agrees to pay Landlord for the repair of any damage caused to the Demised Premises by Tenant's removing such items. Anything in this Lease to the contrary notwithstanding, Tenant will not remove any wall fixtures, personal property, or other improvements from the Demised Premises without Landlord's prior written consent if Tenant is in default under any of Tenant's covenants or obligations under this Lease.

SECTION 8. INSURANCE.

8.1 Tenant/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. Notice of all and any claims Landlord might have against Tenant shall be made immediately upon Tenant/City. Tenant/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, Tenant/City is self-insured pursuant to the provisions of § 768.28 (16), Florida Statutes, (2012). To the extent Tenant/City fails to remain self-insured in any of the above referenced areas, then Tenant/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 Demised Premises for which Tenant/City fails to remain self-insured. Said policies shall: (i) name Landlord as an additional insured and insure Landlord's contingent liability under this Lease (except for the worker's compensation policy, which shall instead include waiver of subrogation endorsement in favor of Landlord), (ii) be issued by an insurance company which is acceptable to Landlord 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 Landlord. Said policy or policies or certificates thereof shall be delivered to Landlord by Tenant upon commencement of the term of the Lease and upon each renewal of said insurance.

8.1.1 All policies of insurance procured by Tenant shall be issued in form and substance acceptable to the reasonable satisfaction of Landlord by insurance companies with general policyholder's ratings of not less than A and in a Financial Size Category of not less than XII, as rated in the most current available Best's Insurance Reports, or the then equivalent thereof, and licensed to do business in the State of Florida and authorized to issue such policy or policies. All policies of insurance procured by Tenant shall be written as primary policies not contributing with, nor in excess of, coverage that Landlord may carry.

8.1.2 All insurance required to be procured by Tenant shall name Landlord as additional insured, and each such policy shall contain an endorsement that each of Landlord, although named as an additional insured, nevertheless shall be entitled to recover under said policies for any loss or damage occasioned to it, its agents, employees, contractors, directors, shareholders, partners and principals by reason of the negligence or tortuous acts of Tenant, its servants, agents, employees, and contractors. All policies of insurance procured by Tenant shall contain endorsements providing as follows: (a) that such policies may not be materially changed, amended, reduced, canceled or allowed to lapse with respect to Landlord or Landlord's mortgagee except after thirty (30) days' prior written notice from the insurance company to each, sent by certified mail, return receipt requested; and (b) that Tenant shall be solely responsible for the payment of all premiums under such policies and that Landlord shall have no obligation for the payment thereof notwithstanding that Landlord is or may be named as an additional insured.

8.1.3 If Tenant shall at any time neglect to maintain the insurance coverage as herein required, Landlord may, at its election, and not less than fourteen (14) days after giving Tenant prior written notice of its intent to do so, procure or renew such insurance and the amount so paid therefor by Landlord, including reasonable expenses, shall be Additional Rent due to Landlord from Tenant and shall be payable on the next Rent payment date after such payment.

8.1.4 Tenant shall not violate or permit the violation of any condition imposed by any fire insurance, other casualty insurance or liability insurance policy carried by Landlord or Tenant with respect to the Demised Premises or Building, and shall not do or permit anything to be done, or keep or permit anything to be kept in the Demised Premises which may: (a) subject Landlord to any liability or responsibility for the personal injury or death of any person or any property damage; (b) increase the fire, other casualty or liability insurance rates on the Demised Premises or Building above the rate which would otherwise then be in effect; or (c) result in insurance companies of good standing refusing to insure the Demised Premises or Building in amounts reasonably satisfactory to Landlord. If for any reason Tenant or anyone claiming by, through or under Tenant fails to comply with the foregoing provision and the rate of any insurance policy on the Demised Premises or the Building shall be higher than it otherwise would be, Tenant shall reimburse Landlord on demand for that part of the premium or premiums for insurance coverage paid by Landlord because of such failure to comply on the part of Tenant in addition to any other remedies which Landlord may have pursuant to this Lease, such reimbursement shall be deemed Additional Rent.

8.2 All personal property of Tenant located in the Demised Premises shall be placed therein at Tenant's sole risk and Landlord shall have no liability for any loss or damage suffered to such personal property unless such damage is proximately caused by the negligence of Landlord. Tenant/City is self-insured pursuant to the provisions of Section 768.28 (16), Florida Statutes and assumes coverage for all of Tenant's property and all improvements If Tenant has any equipment in the Demised Premises which emits any radiation, Tenant's insurance policy shall insure against all personal injuries and property damage resulting from radiation exposure.

8.3 Upon the default of Tenant in effecting any such insurance, Landlord may procure any such comparable insurance, and/or pay the premiums and other charges incidental thereto, and any and all reasonable amounts so paid by Landlord shall be additional rental hereunder, and shall be paid with the next and subsequent installment of Rent, which shall become due after such payment by Landlord, it being expressly agreed that the payment by Landlord of any such premium shall not be deemed to waive or release the default in the payment thereof by Tenant, or the right of Landlord to take such action as may be permissible hereunder, as is the case of default in the payment of Rent.

8.4 Tenant will cooperate with Landlord and Landlord will cooperate with Tenant and any mortgagee in connection with the collection of any insurance monies that may be due in the event of loss, and will execute and deliver to Landlord and any mortgagee such proofs of loss, and any other instruments that may be required for the purpose of facilitating the recovery of any such insurance monies, and in the event that Tenant shall fail or neglect to so cooperate or to execute, acknowledge, and deliver any such instrument, Landlord in addition to any other remedies, may, as the agent or attorney in fact of Tenant, execute and deliver any proofs of loss, and any other instruments as may be desirable to Landlord and any mortgagee, for the collection of such insurance monies, and Tenant hereby irrevocably nominates, constitutes and appoints Landlord, Tenant's proper and legal attorney in fact for such propose, hereby ratifying all that Landlord may do as such attorney in fact of Tenant. Landlord will cooperate with Tenant and any mortgagee in the same manner and to the same extent as Tenant is required to cooperate hereunder.

8.5 Landlord's Insurance. Landlord shall maintain comprehensive general liability insurance, casualty insurance, rent insurance and such other insurance as Landlord may deem necessary or desirable to protect Landlord against loss with respect to the Building or to protect Landlord against claims which may arise out of the operation of the Building. Tenant shall have no rights in any policy or policies maintained by Landlord and shall not be entitled to be a named or additional insured thereunder.

SECTION 9. HOLD HARMLESS.

9.1 Subject to the provisions and limitations of Section 48, Sovereign Immunity, herein, Tenant agrees to indemnify Landlord against any and all claims, debt, demands, obligations, costs, fines or losses incurred by or which may be made against Landlord or against Landlord's title in the Demised Premises arising by reason of the following:

- 9.1.1 The failure by Tenant to perform any covenant required to be performed hereunder;
- 9.1.2 Any accident, injury or damage that shall happen in or about the Demised Premises or the Building resulting from any negligence, wrongful act or omission of Tenant or Tenant's officers, agents, employees, patients, invitees, or licensees, or resulting from the condition, maintenance or operation of the Demised Premises by Tenant;
- 9.1.3 The failure of Tenant to comply with any statute, law, ordinance, rule or regulation or any other requirement of any controlling governmental authorities; any lien or security agreement filed against the Demised Premises on account of labor, materials or services supplied to or for Tenant; or
- 9.1.4 Any attorneys' fees incurred by Landlord in connection with any of the foregoing regardless of whether such attorneys' fees are incurred in legal proceedings or otherwise.

If it becomes necessary for Landlord to defend any action seeking to impose any such liability, Tenant will pay Landlord all costs of court and reasonable attorneys' fees incurred by Landlord in such defense, in addition to any other sums which Landlord may be called upon to pay by reason of the entry of a judgment or decree against Landlord in the litigation in which such claim is asserted.

9.2 Tenant's obligations to indemnify set forth herein shall survive termination of this Lease for a period of four (4) years after termination of the Lease.

SECTION 10. ASSIGNMENT AND SUBLETTING.

10.1 Tenant will not voluntarily, involuntarily or by operation of law assign, mortgage or otherwise encumber this Lease, in whole or in part, nor sublet all or any part of the Demised Premises or permit the Demised Premises or any part thereof to be used or occupied by others, without first obtaining in each and every instance the prior written consent of Landlord, which consent may be granted or withheld in Landlord's sole discretion. The consent by Landlord to any assignment or subletting will not constitute a waiver of the necessity for such consent to any subsequent assigning or subletting. Whether or not Landlord's consent shall be granted to any proposed assignment or subletting, Tenant shall (i) pay to Landlord, as additional rent, an administrative fee of Five Hundred Dollars (\$500), and (ii) reimburse Landlord for the reasonable expenses, including attorneys' fees and disbursements, incurred by Landlord in connection with Tenant's request for such consent. In addition, Tenant shall pay to Landlord, as additional rent, all reasonable direct and indirect expenses incurred by Landlord due to any such assignee or subtenant taking possession of the Demised Premises, security service, cleaning service, janitorial service and rubbish removal. Tenant shall not request the consent of Landlord to any subletting which provides for a rent on a per rentable square foot basis of less than Landlord's then asking price per rentable square foot for space in the Building, and no such subletting shall be permitted. The absolute and unconditional prohibitions set forth in this Section 10.1 and Tenant's agreement thereto are material inducements to Landlord to enter into this Lease with Tenant, and any breach or attempted breach thereof shall constitute an event of default under this Lease for which no notice or opportunity to cure need be given.

10.2 If this Lease or any interest therein is assigned, or if the Demised Premises or any part thereof is sublet or occupied by anyone other than Tenant without Landlord's prior written consent having been obtained, Landlord may nevertheless collect rent from the assignee, successor or occupant and apply the net amount collected to the Rent payments herein reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of the covenant herein against assignment and subletting or the acceptance of the assignee, subtenant or occupant as Tenant hereunder, or constitute a release of Tenant from the further performance by Tenant of the terms and provisions of this Lease.

10.3 If the Rent and other sums payable to Tenant by an assignee or subtenant for or in connection with an assignment of this Lease or the sublease of all or any part of the Demised Premises shall be in excess of the Rent and any additional rent provided for in this Lease (allocated on a per square foot basis in the event of a sublease of less than all of the Demised Premises), Tenant shall so notify Landlord and shall pay Landlord such excess as and when received by Tenant.

10.4 Notwithstanding any assignment or sublease, Tenant listed on the Lease Summary Section will remain fully liable and will not be released from performing any of the terms of this Lease and any subTenant or assignee of Tenant shall be bound by the terms and provisions of this Lease.

10.5 Landlord has the option at its own discretion to assign, transfer, mortgage or dispose by any means its ownership interest in whole or part the Building. Any transfer of ownership interest by Landlord shall not affect the duties and obligations of Tenant under this Lease. In the event of a transfer of ownership interest, the obligations and duties of Tenant shall be owed to the new Landlord.

SECTION 11. LANDLORD'S ACCESS TO DEMISED PREMISES. Landlord will have the right to enter upon the Demised Premises in the presence of Tenant's personnel at all reasonable hours for the purpose of inspecting same, for exhibiting the Demised Premises to prospective mortgagees, or for making repairs to the Demised Premises or to any property owned or controlled by Landlord therein. Landlord will give reasonable notice of its intention to inspect the Demised Premises or for making repairs other than in the event of an emergency. If Landlord considers that certain repairs to the Demised Premises are to be made by Tenant as required under this Lease, then Landlord may demand that Tenant make same forthwith, and if Tenant refuses or neglects to commence such repairs and complete the same with reasonable dispatch after written notice by Landlord, Landlord may make or cause such repairs to be made and will not be responsible to Tenant for any loss or damage that may be suffered by Tenant's property found in the Demised Premises or business conducted therein by reason thereof, and if Landlord makes or causes such repairs to be made, Tenant agrees that the money due for services shall be deemed Additional Rent due hereunder. Tenant agrees that it will within fifteen (15) days after written notice from Landlord, pay to Landlord the cost of such repairs and interest in accordance with the provisions of the Local Government Prompt Payment Act §218.k70, et seq. Fla. Stat. (2012) Landlord may, during the sixty (60) day period prior to the expiration of this Lease or any time subsequent to the termination of this Lease, if terminated prior to the normal expiration date hereof, have access and entry to the Demised Premises during reasonable business hours while in the presence of Tenant's personnel for purposes of exhibiting the Demised Premises to other prospective Tenants.

SECTION 12. UTILITIES AND SERVICES

12.1 So long as Tenant is not in default under the terms of this Lease, the following specifically described utilities and services shall be furnished by Landlord:

- 12.1.1 Electricity and Sewer. Customary and usual electrical and sewer services; and
- 12.1.2 Heating and Air Conditioning. Maintenance of the heating, ventilation and air conditioning systems serving the Demised Premises;
- 12.1.3 Water. Water at such points of supply as are provided or approved by Landlord;
- 12.1.4 Elevator Service. Elevator service at all times for the use of all Tenants and occupants of the Building, and the employees and invitees of all Tenants and occupants;
- 12.1.5 Fluorescent Lamps. The placement of fluorescent lamps in building standard light fixtures installed by Landlord; and
- 12.1.6 Utilities and Maintenance of Common Areas. All utilities, including heat, air conditioning, electricity, lighting, sewer, and hot and cold water, for all Common Areas, and maintenance and cleaning of all public and common areas of the Building and the property on which the Building is situated, including lobbies, elevators, stairs, hallways, lavatories, parking areas, and appropriate landscaping of outdoor areas.

12.2 Excessive Use of Utility Service. Tenant shall not, without the prior written consent of Landlord, use any apparatus or device in the Demised Premises which will in any way increase the amount of any utility service used over the amount usually furnished, consumed or supplied for use in comparable medical office space; nor shall Tenant connect with the electric current of the Building, except through existing electrical outlets in the Demised Premises. If Tenant shall require any utility service in excess of that usually furnished or supplied for use of the Demised Premises as medical office space, then (i) Tenant shall first obtain the prior written consent of Landlord to the use, which consent may be withheld in Landlord's sole discretion; and (ii) the Rent payable for the Demised Premises shall be increased so that such rental includes an appropriate amount for the additional services expected to be consumed by Tenant in the Demised Premises. The money due for services shall be deemed additional rent due hereunder and the same shall be subject to all of the provisions pertaining to the payment of Rent. Landlord reserves the right to install separate meters for any utility service provided to the Demised Premises and Tenant agrees to pay Landlord for the cost of installation of such meter(s) within ten (10) days of service as and when due. In the event that Tenant's disproportionate use or timing of its use of any form of energy should subject the Building or Tenant to any cost, fee or tax, Tenant shall pay to or reimburse Landlord for the same.

12.3 Termination of Additional Services for Non-Payment. In the event that by agreement with Tenant, Landlord furnishes extra or additional services to be paid for by Tenant, a failure to pay for such services within ten (10) days after the furnishing of such service shall entitle Landlord, without further notice, to discontinue such services and terminate any agreement for services. The money due for services shall be deemed additional rent due hereunder and the same shall be subject to all of the provisions pertaining to the payment of Rent.

12.4 Interruption of Service. No interruption in, or temporary stoppage of, any of the aforesaid services caused by repairs, renewals, improvements, alterations, strikes, lockouts, labor controversies, accident, inability to obtain fuel, supplies, materials, parts or equipment or other causes beyond the reasonable control of Landlord shall be deemed an eviction or disturbance of Tenant's use and possession, or render Landlord liable for damages, by abatement of rent or otherwise, or relieve Tenant from any obligation herein set forth. Tenant hereby releases all claims against Landlord for damages for interruption or stoppage of any said services. Landlord shall make all reasonable efforts to minimize the time of interruptions of any of the services provided to Tenant under the terms of this Lease.

12.5 Tenant's Utilities. Tenant shall pay or cause to be paid all charges for gas, cable, telephone and other utility services used, rendered or supplied to the Demised Premises during the Term except those provided by Landlord as set forth in Section 12.1.

SECTION 13. EMINENT DOMAIN.

13.1 Taking. If the whole of Landlord's property, Building or the Demised Premises, or if more than 20% of the floor area of the Building in which the Demised Premises is taken, which materially affects Tenant's use and occupancy of the Demised Premises shall be taken by condemnation or in any other manner for any public or quasi-public use or purpose, or sold under threat of that power, this Lease shall terminate as to the part taken or sold as of the date of vesting of title on such taking (herein referred to as "Date of Taking"), and the rent shall be prorated and adjusted as of such date.

13.2 Temporary Taking. If the temporary use or occupancy of all or any part of the Demised 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 of such taking which represents compensation for the use and occupancy of the Demised Premises, for the taking of Tenant's property and for moving expenses. This

Lease shall be and remain unaffected by such taking, and Tenant shall continue to pay in full the Rent 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 Demised Premises (or a part thereof), or the Property shall be divided between Landlord and Tenant so that Tenant shall receive so much as represents the period after such expiration date.

13.3 Partial Taking. In the event of any taking of less than the whole of the Building and/or the Property upon which the Demised Premises is situated which does not result in termination of this Lease: (a) subject to prior rights of first mortgage, Landlord, at its expense, shall proceed with reasonable diligence to repair the remaining parts of the Building and the Demised Premises (other than those parts of the Demised Premises which are Tenant's fixtures, furnishings, equipment, supplies and other personal property and contents) to substantially their former condition to the extent that the same be feasible (subject to reasonable changes which Landlord shall deem desirable) and so as to constitute a complete and Tenanted Building and Demised Premises; and (b) Tenant, at its expense, shall proceed with reasonable diligence to make all necessary repairs and alterations to Tenant's fixtures, furnishings, equipment, supplies and other personal property and contents to substantially their former condition to the extent that the same may be feasible, subject to reasonable changes which Tenant shall deem desirable. Such work by Tenant shall be deemed alterations as hereinafter defined. 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 space taken relative to the original space leased.

13.4 Award. Tenant shall not be entitled to and expressly waives all claim to any part of the payment or award for any such taking, provided; however, that Tenant shall have the right to and may claim from the condemnor, but not from Landlord, such compensation as may be recoverable by Tenant in its own right for (1) any taking of Tenant property, including any fixtures and improvements installed by Tenant at its expense, (2) moving expenses, (3) damages for cessation or interruption of Tenant's business, or (4) for any other damages Tenant is entitled to by law.

SECTION 14. FIRE OR CASUALTY DAMAGE.

14.1 If the Demised Premises or any portion of the Building shall be damaged or destroyed by fire, other casualty, acts of God or the elements, Landlord will, except as otherwise provided herein, repair and restore the same to substantially the same condition thereof existing immediately prior to such damage or destruction, or to the condition thereof existing as of effective date of this Lease, in Landlord's sole discretion. Landlord will use available insurance proceeds from policies covering the Building to pay for the repairs and restoration. If by reason of such occurrence:

- (a) The Demised Premises are damaged in whole or in part as a result of a risk which is not covered by Landlord's insurance policies, or is damaged to such an extent that rebuilding or restoring the Demised Premises is not feasible in Landlord's sole discretion; or
- (b) The Demised Premises are damaged in whole or in part during the last year of the Initial Term or Renewal Term;

then, Landlord may elect either to repair the damage within 180 days after the date of such occurrence or to terminate this Lease. Landlord shall give Tenant written notice of its election within 30 days after the date of such occurrence. If Landlord elects to terminate, then this Lease shall cease and terminate as of the date of the occurrence, and Tenant shall vacate and surrender the Demised Premises to Landlord. Upon the termination of this Lease as aforesaid, Tenant's liability for Rent shall abate from the date of such occurrence, and any Rent or security deposit paid for any period beyond this date shall be repaid to Tenant.

Unless this Lease is terminated by Landlord as aforesaid, this Lease shall remain in full force and effect, except as set forth below.

If Landlord does not restore the Demised Premises within 180 days from the date of the occurrence, Tenant may, in addition to any other remedies available to it, upon 30 days prior written notice to Landlord, terminate this Lease retroactive to the date of the occurrence if the restoration is not completed within such 30 day period. But Landlord's time for restoration shall be extended one day for each day of delay (but in no event more than 10 days) attributable to reasons beyond its control.

14.2 If by reason of fire, other casualty, acts of God or the elements the Demised Premises are rendered wholly untenantable, the Rent due under Section 3 hereof shall be fully abated from and after such casualty until the Demised Premises are rebuilt. If the Demised Premises are only partially damaged and Tenant is deprived of only a portion of the Demised Premises, the Rent shall be abated proportionately as to that portion of the Demised Premises that was damaged until that portion of the Demised Premises is restored or rebuilt.

14.3 Except for such abatement of the Rent as hereinabove set forth, nothing herein contained shall be construed to abate any other obligations of Tenant hereunder. If such damage or other casualty shall be caused by the negligence of Tenant or of Tenant's subtenants, licensees, patients, contractors or invitees or to their respective agents or employees, there shall be no abatement of the Rent.

SECTION 15. DEFAULT AND TERMINATION.

15.1 Events of Default. The following shall constitute a default by Tenant:

15.1.1 Tenant's failure to pay and deliver to Landlord Rent or additional rent after they are due, or Tenant's failure to comply with any other financial obligation under this Lease, including the payment insurance premiums, within five (5) days after written demand by Landlord;

15.1.2 Landlord is required to make more than two (2) written demands specified in Subsection 15.1.1 above within any Lease Year.

15.1.3 Tenant's failure to diligently comply with any other provision of this Lease and in any event within thirty (30) days after written demand by Landlord, except that if any such failure is not capable of being cured within such thirty (30) day period, and if within such thirty (30) day period Tenant gives Landlord written notice of such fact specifying (i) why the failure cannot be cured within the thirty (30) day period, (ii) the steps Tenant will take to cure the failure, and (iii) the time when the failure can be cured, Tenant shall be given a reasonable time to cure such failure so long as Tenant has timely commenced and thereafter diligently proceeds to completely cure such failure as soon as possible.

15.1.4 If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy act shall be filed by or against Tenant, or any voluntary or involuntary proceeding in any court shall be instituted to declare Tenant insolvent or unable to pay Tenant's debts, and in the case of an involuntary petition or proceeding if same is not dismissed within sixty (60) days from the date it is filed, or if Tenant make an assignment for the benefit of its creditors, or if a receiver is appointed for any property of Tenant, or if Tenant's leasehold interest is levied upon under execution or is attached by process of law.

15.1.5 If Tenant fails to take possession of, vacates or abandons the Demised Premises. Tenant shall be deemed to have abandoned the Demised Premises if Tenant is absent therefrom for any consecutive thirty (30) day period.

15.1.6 If Tenant attempts to or actually does assign this Lease or sublets all or any part of the Demised Premises, or permits the Demised Premises or any part thereof to be used or occupied by others, without first obtaining in each and every instance the prior written consent of Landlord as required in Section 10 of this Lease.

15.2 Landlord's Remedies Upon Default.

15.2.1 If Tenant defaults under the terms and conditions of this Lease, as set forth above, Landlord shall have the immediate right, as permitted by law, without terminating this Lease and without notice, to enter into and repossess the Demised Premises for the account of Tenant, opening locked doors if necessary to effect such entrance, and may remove all persons and property from the Demised Premises and such property may be stored in a warehouse or elsewhere at the cost of, and for the account of Tenant without being liable for any action or prosecution of any kind for such entry or the manner thereof or loss of or damage to any property upon the Demised Premises. Should Landlord elect to re-enter as herein provided, or should Landlord take possession of the Demised Premises pursuant to legal proceedings, Landlord may either:

- (a) Terminate this Lease; or may
- (b) From time to time without terminating this Lease, make such alterations, improvements and repairs to the Demised Premises as may be necessary to relet the Demised Premises, and may relet the Demised Premises or any part thereof for such term or terms (which may be for a term extending beyond the Initial Term) 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 reletting all monies received by Landlord from such reletting shall be applied as follows:

- (a) First, to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord;
- (b) Second, to the payment of any costs and expenses of such reletting, including brokerage fees, attorney's fees and costs of such alterations, improvements and repairs;
- (c) Third, to the payment of Rent or any other payment due and unpaid hereunder, and the residue, if any, shall be held by Landlord and applied towards the payment of future Rent due hereunder as the same may become due and payable hereunder.

In no event shall Tenant have any right to any monies received by Landlord from any reletting other than to have such monies applied towards the indebtedness of Tenant to Landlord as aforesaid, and to the extent such monies exceed any indebtedness of Tenant, they shall be the sole property of Landlord. If such rentals and other monies received from such reletting during any month is less than the Rent to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly.

No such entry or taking of possession of the Demised Premises by Landlord shall be construed as an election on its part to terminate this Lease, unless a written notice of such intention is given to Tenant by Landlord. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous default by written notice to Tenant. Should Landlord at any time terminate this Lease for any default, in addition to any other remedies it may have, it may recover from Tenant all damages incurred by reason of such breach including:

- (a) The cost of recovering and reletting the Demised Premises as referred to above;
- (b) All attorney's fees;
- (c) The worth at the time of such termination of the excess, if any, of the amount of all Rent reserved in this Lease for the remainder of the Initial Term or Renewal Term over the then reasonable rental value of the Demised Premises for the remainder of the Initial Term or Renewal Term.

All amounts described above shall be immediately due and payable from Tenant to Landlord. In any event, this Section shall not be deemed to require Landlord to re-enter the Demised Premises upon default by Tenant, and Landlord may, at its sole option, do nothing with respect to the Demised Premises and hold Tenant responsible for all Rent due Landlord as and when the same shall accrue from time to time thereafter. All remedies provided herein are in addition to all other remedies available to Landlord as provided by law.

15.2.2 It is hereby expressly understood and agreed by and between the parties hereto that Tenant shall not be entitled to any abatement or reduction of any Rent due Landlord in any eviction action or proceeding instituted by Landlord for nonpayment of any Rent or other monies due, or in any eviction action or proceeding instituted by Landlord for any breach by Tenant of any covenant contained in this Lease.

SECTION 16. ESTOPPEL CERTIFICATE, ATTORNMENT AND SUBORDINATION.

16.1 Within ten (10) days after the request by Landlord, Tenant will deliver to Landlord a written and acknowledged statement certifying (i) that Tenant has accepted possession of the Demised Premises in an "As Is" condition, (ii) that this Lease is unmodified and in full force and effect (or if there have been modifications, (iii) that the same are in full force and effect as modified and stating the modifications), and (iv) the dates to which the basic rent and other charges or deposits have been paid in advance, if any. It is intended that any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser or mortgagee of the realty comprising the Building.

16.2 In the event of sale of Landlord's interest, Tenant will attorn to the purchaser upon any such event and recognize such purchaser as Landlord under this Lease. In such event, Landlord shall use commercially reasonable efforts to provide Tenant with a non-disturbance agreement, in a form that is reasonably acceptable to both Landlord and Tenant.

16.3 Upon request of Landlord, Tenant covenants that it will, in writing, within ten (10) days of its receipt of such request, furnish any documents required by Landlord or its lender to subordinate Tenant's rights hereunder to any subsequent condominium documents, ground lease(s) or to the lien of any future mortgage or mortgages, or the lien resulting from any other method of financing or refinancing, now or

hereafter in force against the land and/or buildings of which the Demised Premises are a part or against any buildings hereafter placed upon the land of which the Demised Premises are part, and to all advances made or thereafter to be made upon the security thereof, provided always that upon such subordination, if Tenant performs all its obligations under this Lease, then Tenant's right to possession of the Demised Premises will not be disturbed.

16.4 Should any mortgage or other lien instrument require a modification or modifications of this Lease, which modification or modifications will not bring about any increased cost or expense to Tenant or in any other way substantially change the rights and obligations of Tenant hereunder, then and in such event, Tenant agrees that this Lease may be so modified.

16.5 Upon request of any party in interest, Tenant will execute promptly such instruments or certificates to carry out or confirm its obligations under Paragraphs 16.1(i), (ii), (iii) and (iv). Failure to execute such certificates as set forth above shall constitute a default under the Lease.

SECTION 17. NON-LIABILITY OF LANDLORD. Landlord will not be responsible to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the Demised Premises hereby leased or any part of the Building of which the Demised Premises are a part or for any loss or damage resulting to Tenant or its property from such activities, including, but not being limited to, bursting, clogged or leaking water, gas, air-conditioning pipes and ducts, or sewer. This provision does not apply to any loss or damage to Tenant that may be occasioned by the gross negligence or wrongful acts of Landlord, its agents, employees, contractors or subcontractors.

SECTION 18. SIGNS. No signs, symbols or identifying marks shall be placed upon the Common Areas, or upon the windows or the exterior of the doors or walls of the Demised Premises or the Building, without the prior written consent of Landlord, which consent shall be in Landlord's sole discretion. Landlord agrees to provide and install, at Tenant's sole cost, a building standard identification sign for Tenant on the exterior of the Demised Premises and on the lobby of the Building, both signs and installation shall be to Landlord's specifications. In addition to the foregoing, Landlord agrees to try to obtain governmental approval for a sign located outside the Building at a location on the premises selected by Landlord, and, in that event Landlord obtains such approval, agrees to construct such sign at its expense.

SECTION 19. COVENANT AGAINST LIENS. Pursuant to the provisions of § 713.10, Florida Statutes (2012) Tenant will have no power or authority to create any lien or permit any lien to attach to Tenant's leasehold or to the estate, reversion or other interest of Landlord in the Demised Premises or on the Building or other improvements of which the Demised Premises are a part. All materialmen, contractors, artisans, mechanics and laborers and other persons contracting with Tenant with respect to the Demised Premises or any part thereof, or any such party who may avail himself of any lien against the realty (whether same shall proceed in law or in equity) are hereby charged with notice that they will look solely to Tenant to secure payment of any amounts due for work done or material furnished to Tenant at the Demised Premises or for any other purpose during the term of this lease. Subject to the provisions and limitations of Section 48, Sovereign Immunity, herein, Tenant shall indemnify Landlord against any loss or expenses incurred as a result of the assertion of any such lien.

SECTION 20. BROKEN GLASS. At Tenant's sole expense, Tenant will replace any and all interior window or door glass in or about the Demised Premises that are damaged or broken from any cause whatsoever with the same or equivalent window or glass. If the damage or breakage is due to fire, windstorm or due to any other casualty against which Landlord is able to collect on its insurance, Tenant shall be responsible for any amount not covered by its insurance.

SECTION 21. CONDITION OF DEMISED PREMISES

21.1 Condition of the Demised Premises. Tenant acknowledges that Tenant has inspected the Demised Premises and accepts the Demised Premises in the condition as they are on the Commencement Date.

SECTION 22. RIGHTS RESERVED TO LANDLORD. Landlord reserves the following rights, exercisable without notice and without liability to Tenant for damage or injury to property, person or business and without effecting an eviction, constructive or actual, or disturbance of Tenant's use or possession or giving rise to any claim for set-off or abatement of rent;

22.1 Signs. To install, affix and maintain any and all signs on the exterior and interior of the Building.

22.2 Window Coverings. To designate and approve, prior to installation, all types of window shards, blinds, drapes, awnings, window ventilators and other similar equipment and to control all internal lighting that may be visible from the exterior of the Building.

22.3 Access. To show the Demised Premises at reasonable hours, provided that Landlord shall obtain Tenant's advance permission to show the Demised Premises between the hours of 8:00 a.m. and 6:00 p.m. and shall give Tenant advance notice to show the Demised Premises during other hours.

22.4 Keys. To retain at all times, and to use in instances authorized under this Lease, keys to all doors within and into the Demised Premises (except for keys to Tenant's safe and drug closets). No locks shall be changed without the prior written consent of Landlord and in the event of any such change; Tenant shall at Tenant's expense furnish to Landlord a key to the changed lock.

22.5 Alterations. To decorate or to make repairs, alterations, additions, or improvements, whether structural or otherwise, in or about the Building, or any part thereof, and for such purposes to enter upon the Demised Premises, and, during the continuance of any said work, to temporarily close doors, entryways, public spaces and corridors in the Building and to interrupt or temporarily suspend Building services and facilities, provided that Landlord shall attempt to avoid interruption in Tenant's enjoyment of the Demised Premises to the extent reasonably possible.

22.6 Title. To have and retain a paramount title to the Demised Premises free and clear of any act of Tenant.

SECTION 23. DEFAULT BY LANDLORD. Landlord will in no event be charged with default in the performance of any of its obligations hereunder unless and until Landlord has failed to perform such obligations within thirty (30) days (or within such additional time as is reasonably required to correct any such default) after notice to Landlord by Tenant properly specifying wherein Landlord has failed to perform any such obligations. Tenant shall not have the right to setoff against any Rent or additional rent any damages which Tenant may have sustained by reason of Landlord's failure to perform any of the terms, covenants or conditions contained in this Lease on its part to be performed, unless and until Tenant obtains a judgment against Landlord. If Landlord is in default under this Lease, Tenant's sole right and remedy shall be to recover a money judgment against Landlord, and Tenant shall not have the right to terminate this Lease or to vacate the Demised Premises unless Tenant's business in the Demised Premises is substantially and adversely affected due to Landlord's default.

SECTION 24. QUIET ENJOYMENT. Landlord agrees that if Tenant pays Rent, and other charges herein provided, and performs all of the covenants and agreements herein stipulated to be performed on Tenant's part, Tenant will at all times during the term of this Lease have the peaceable and quiet enjoyment and possession of the Demised Premises without any hindrance from Landlord or any other persons lawfully claiming through Landlord, except as to such portion of the Demised Premises as will be taken under the power of eminent domain.

SECTION 25. HOLDING OVER. If Tenant remains in possession of all or any part of the Demised Premises after the expiration of the term of this Lease, then Tenant will be deemed a Tenant of the Demised Premises from month-to-month, cancelable upon 15 days written notice, subject to all of the terms and provisions hereof, except only as to the term of this Lease. Provided, however, that if Tenant continues in possession after written notice from Landlord canceling such month-to-month tenancy, the basic annual rent payable pursuant to Subsection 4.1 hereof during such period as Tenant continues to hold the Demised Premises or any part thereof will be an amount equal to twice the basic annual rent in effect for the last lease year prior to the expiration of this Lease.

SECTION 26. LIEN UPON TENANT'S PROPERTY. Tenant is a municipal corporation. There shall be no statutory Landlord's lien or lien of any other nature on the property of the municipality.

SECTION 27. SURRENDER OF DEMISED PREMISES. Tenant will deliver and surrender to Landlord possession of the Demised Premises upon expiration of this Lease, or its earlier termination as herein provided, broom clean, and in as good condition and repair as the same will be at the commencement of the term of this Lease, or may have been put by Landlord during the continuance thereof, excepting only ordinary wear and tear and damage by fire or the elements. Tenant will at its expense remove all property of Tenant, and Tenant will pay for the repair of all damage to the Demised Premises caused by such removal. Any property not so removed at the expiration of the term hereof will be deemed to have been abandoned by Tenant and may be retained or disposed of by Landlord, as Landlord may desire, and any of the costs therefor charged to Tenant. Tenant's obligation to observe and perform this covenant will survive the expiration or termination of this Lease.

SECTION 28. BROKERAGE. Tenant covenants, warrants and represents to Landlord that there was no broker instrumental in consummating this Lease and that no conversation nor prior negotiations were had by Tenant with any other broker concerning the renting of the Demised Premises. Subject to the provisions and limitations of Section 48, Sovereign Immunity, herein,, Tenant agrees to protect, indemnify, save and keep harmless Landlord against and from all liabilities, claims, losses, costs, damages and expenses including attorneys' fees arising out of, resulting from or in connection with a breach of the foregoing covenant, warranty and representation.

SECTION 29. NOTICES. Any notice, request, demand, approval, consent or other communication which Landlord or Tenant may be required or permitted to give to the other party shall be in writing and shall be delivered or mailed to the other party at the address specified on the signature page hereof, or to the Demised Premises if such communication is to Tenant, or to such other address as either party will have designated by written notice to the other. Such notice shall be effective upon delivery if given by delivery. If notice is given by mail, it will be effective three (3) business days after the notice is deposited in the United State mail with postage prepaid, via certified or registered mail.

SECTION 30. LEGISLATIVE MODIFICATION. The parties acknowledge and agree that this Lease is not in any way contingent upon or intended to induce the admission, recommendation, referral (including referrals for ancillary services) or any other arrangement for the provision, order or leasing of any item or service offered by Landlord to any patient of Tenant that would otherwise violate the Omnibus Budget Reconciliation Act of 1989, as amended ("Stark Law"); provided however, Tenant may be required

SECTION 31. GOVERNING LAW AND VENUE. This Lease will be construed in accordance with the laws of the State of Florida, without reference to its principles of conflicts of laws. Any suit, mediation, arbitration, special proceeding or other proceeding pertaining to this Lease will be brought in the courts of Broward County, Florida which will include all courts in and for the State of Florida and the United States District Court for the Southern District of Florida.

SECTION 32. ENTIRE AGREEMENT. This Lease, including the Lease Summary Section and the Exhibit attached hereto, represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations (if any) made by and between the parties. This Lease may not be altered, modified or amended in any manner whatsoever unless the same is in writing and signed by the parties. The submission by Landlord of this Lease for execution by Tenant and the actual execution and delivery thereof by Tenant to Landlord shall have no binding force and effect unless and until Landlord shall have executed this Lease and a duplicate signed original thereof shall have been delivered to Tenant. If any provision contained in any rider or addenda hereto is inconsistent with any printed provision of this Lease, the provision contained in such rider or addenda shall supersede the printed provision.

SECTION 33. BUILDING RULES AND REGULATIONS. Tenant will abide by and obey the Building Rules and Regulations that shall be now or hereafter be in effect from time to time regarding the use, operation and maintenance of the various demised premises and the Common Areas. The present Building Rules and Regulations are attached hereto as Exhibit "A" and made a part hereof. Landlord reserves the right to amend and enforce the Building Rules and Regulations.

SECTION 34. RADON GAS. Radon is a naturally occurring radioactive gas that, when it is 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 testing may be obtained from the local County Public Health Center.

SECTION 35. ATTORNEY'S FEES. In connection with any litigation, mediation, special proceeding or other proceeding arising out of or in connection with this Lease, the successful or prevailing party or parties shall be entitled to recover from the other party or parties reasonable fees of attorneys, paralegals, and legal assistants, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals and post-judgment proceedings), together with any sales tax thereon, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled. Landlord's liability for costs and reasonable attorney's fees, however, shall not alter or waive Landlord's sovereign immunity or extend Landlord's liability beyond the limits established in section 768.28, Florida Statutes, as amended.

SECTION 36. FORCE MAJEURE. Except for the payment of Rent by Tenant, neither party shall be liable nor be deemed to be in default for any delay or failure in performance under this Lease or for other interruption of service deemed resulting, directly or indirectly, from acts of God, civil or military authorities, acts of the public enemy, war, whether or not declared, riots, insurrections, acts of government, accidents, fires, explosions, earthquakes, floods, hurricanes and tropical storms, failure of transportation, strikes or other work interruptions by employees or any similar or dissimilar cause beyond the control of either party so long as the party so delayed provides written notice to the other party within ten (10) days after the force majeure event occurs. The time for performance shall be deemed extended for a period equal to the duration of such event.

strikes or other work interruptions by employees or any similar or dissimilar cause beyond the control of either party so long as the party so delayed provides written notice to the other party within ten (10) days after the force majeure event occurs. The time for performance shall be deemed extended for a period equal to the duration of such event.

SECTION 37. WAIVER. No provision of this Lease will be deemed to have been waived by Landlord unless such waiver be in writing signed by Landlord and addressed to Tenant, and the consent or approval of Landlord to or of any act by Tenant requiring Landlord's consent or approval will not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent or similar act by Tenant. Nor will any custom or practice which may grow up between the parties in the administration of the provisions hereof be construed to waive or lessen the right of Landlord to insist upon the performance by Tenant in strict accordance with the terms hereof. The receipt by Landlord of any Rent with knowledge of a breach of any provision of this Lease shall not be deemed a waiver of such breach. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent due Landlord shall be deemed to be other than on account of the earliest Rent then unpaid, nor shall any endorsement or statement on any check or any letter accompanying any check or payment by Tenant be deemed an accord and satisfaction, and Landlord may accept any such check or payment without prejudice to Landlord's right to recover the balance of such Rent due. Landlord may pursue any other remedy provided in this Lease, and no waiver by Landlord in favor of any other Tenant or occupant of the Building shall constitute a waiver in favor of Tenant.

SECTION 38. RECORDING. Neither this Lease nor any memorandum thereof will be recorded without Landlord's prior written consent.

SECTION 39. DEFAULT INTEREST. In the event any installment of Rent or other amount is not paid and received by Landlord within period set forth under the Local Government Prompt Payment Act, § 218.70, et seq. Fla. Stat. (2012) et. seq., said late payment shall bear interest from thirty (30) days after the due date at a rate of one (1.0) percent per month on the unpaid balance in accordance with § 218.74, Florida Statutes (2012).

SECTION 40. HAZARDOUS MATERIALS. Landlord represents and warrants to Tenant that Landlord has not received any summons, citation, letter or other communication, whether written or verbal, from any agency or department of any government concerning the presence on the Premises of any Hazardous Materials, and that should any such summons, citation, letter or other communication be received in the future, Landlord shall immediately notify Tenant of the fact and content thereof. In the event it is determined that any action must be taken by Landlord with regard to the presence, whether past, present or future, of any Hazardous Materials on the Premises, Landlord covenants and agrees to take all such actions necessary to promptly bring the Premises into compliance with all applicable laws or regulations.

Tenant shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Leased Premises by Tenant, its agents, employees, contractors or invitees, without the prior written consent of Landlord (which Landlord shall not unreasonably withhold as long as Tenant demonstrates to Landlord's reasonable satisfaction that such Hazardous Material is necessary or useful to Tenant's business and will be used, kept and stored in a manner that complies with all laws, rules, statutes and ordinances regulating any such Hazardous Material so brought upon or used or kept in or about the Leased Premises. If Tenant breaches the obligations stated above or if the presence of Hazardous Material on or about the Leased Premises caused or permitted by Tenant results in contamination, or if contamination of the Leased Premises or surrounding area by Hazardous Material otherwise occurs for which Tenant is legally liable to Landlord for damage resulting therefrom, then subject to the provisions and limitations of Section 48, Sovereign Immunity, herein,, Tenant shall indemnify, defend and hold

Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the Leased Premises or the building, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Leased Premises, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the term of this Lease as a result of such contamination. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on, under or about the Leased Premises. Without limiting the foregoing, if the presence of any Hazardous Material on or about the Leased Premises caused or permitted by Tenant results in any contamination of the Leased Premises or surrounding area, or causes the Leased Premises or surrounding area to be in violation of any laws, rules, statutes or ordinances, Tenant shall promptly take all actions at its sole expense as are necessary to return the Leased Premises and surrounding area to the condition existing prior to the introduction of any such Hazardous Material; provided that Landlord's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the Leased Premises or surrounding area.

"Hazardous Materials", for purposes of this Section means substances (a) the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy or common law; (b) which is defined as a "Hazardous Waste", Hazardous Substance", "Toxic Substance", pollutant or contaminate under any federal, state or local statute, regulation, rule or ordinance or amendments thereto; or (c) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, or otherwise hazardous, including specifically mercury, and is regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, the State of Florida or any political subdivision thereof; or biomedical waste.

SECTION 41. AMERICANS WITH DISABILITIES ACT OF 1990. In the event that the Common Areas of the Building or any of Tenant improvements constructed by Landlord pursuant to Section 24 hereof are determined not to be in compliance with the architectural standards of Title III of the Americans With Disabilities Act of 1990, as amended, (the "Act"), Landlord, at its sole cost and expense, shall begin construction of any modifications to the Building or such Tenant improvements as may be necessary in order to comply with the requirements of the Act. Tenant shall be solely responsible for any non-compliance with the Act caused solely by improvements constructed by Tenant, if any, or by Tenant's use or occupancy of the Demised Premises.

SECTION 42. AUTHORITY TO CONTRACT OF TENANT. The individuals signing this Lease on behalf of Tenant hereby represents and warrants that it is duly authorized to execute this Lease in the capacity indicated below; that Tenant is duly organized under the laws of the State of Florida, and that this Lease is a valid and binding obligation of Tenant enforceable according to its terms.

SECTION 43. TIME IS OF THE ESSENCE. It is understood and agreed between the parties hereto that time is of the essence of all of the terms and provisions of this Lease.

SECTION 44. LEGAL INTERPRETATION. It is the intent of both Landlord and Tenant that this Lease be drawn for the benefit of the parties thereto. Both parties acknowledge that they have been represented by legal counsel in the preparation and execution of this Lease. As such, at some time subsequent to the execution of this Lease, if there is a question as to an interpretation of any portion of this Lease, there shall be no inference made as to Landlord or Tenant as the drafter of this Lease.

SECTION 45. RELATIONSHIP OF PARTIES. The relationship between the parties hereto shall be solely as set forth herein, and neither party shall be deemed the employee, agent, partner or joint venturer of the other.

SECTION 46. THIRD PARTY BENEFICIARIES. This Lease is solely for the benefit of the parties hereto, and is not entered into for the direct or indirect benefit of any other person or entity including, but not limited to, patients of Landlord or patients of Tenant.

SECTION 47. EXCULPATION. Tenant agrees that it will look solely to the estate and property of Landlord in the land and building comprising the Building of which the Demised Premises are a part for the collection of any judgment (or any other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms, covenants and conditions of this Lease to be observed and performed by Landlord and no other property or estates of Landlord will be subject to levy, execution or other enforcement procedures for the satisfaction of Tenant's remedies. Any and all covenants, undertakings, and agreements on the part of Landlord are not personal covenants, undertakings or agreements and will not bind Landlord corporately or any assets of Landlord except Landlord's interest in the Building and property. All covenants, undertakings, and agreements are made and intended for the purpose of binding only Landlord's interest in the Building and property. IN NO EVENT SHALL LANDLORD BE LIABLE OR RESPONSIBLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES. No personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against, Landlord or its agents, beneficiaries, partners, constituent partners, shareholders, officers, directors, or their respective heirs, executors, administrators, legal representatives, successors, or assigns on account of this Lease or on account of any covenant, undertaking, or agreement of Landlord in this Lease, all such liability being irrevocably and unconditionally waived by Tenant.

SECTION 48. SOVEREIGN IMMUNITY. The parties hereto acknowledge that Landlord and the Tenant are political subdivisions of the state of Florida and entitled to sovereign immunity. Nothing in this Lease shall be construed to require Landlord to indemnify Tenant or insure Tenant for its negligence or to assume any liability for Tenant's negligence. Further, any provision in this Lease that requires Landlord to indemnify, hold harmless or defend Tenant from liability for any other reason shall not alter Landlord's waiver of sovereign immunity or extend Landlord's liability beyond the limits established in section 768.28, Florida Statutes, as amended.

Nothing in this Lease shall be construed to require Tenant to indemnify Landlord or insure Landlord for its negligence or to assume any liability for Landlord's negligence. Further, any provision in this Lease that requires Tenant to indemnify, hold harmless or defend Landlord from liability for any other reason shall not alter Tenant's waiver of sovereign immunity or extend Tenant's liability beyond the limits established in section 768.28, Florida Statutes, as amended.

SECTION 49. MODIFICATIONS FOR PROSPECTIVE LEGAL EVENTS. In the event any state or federal laws or regulations, now existing or enacted or promulgated after the date of this Lease, are interpreted by judicial decision, a regulatory agency, or legal counsel of both parties in such a manner as to indicate that the structure of this Lease may be in violation of such laws or regulations, the parties shall amend this Lease to the minimum extent possible to preserve the underlying economic and financial arrangements between Landlord and Tenant. If an amendment is not possible, or the parties cannot reach agreement on such amendment, then either party may terminate this Lease upon written notice to the other party.

SECTION 50. MATTERS OF RECORD. This Lease is subject to all matters of record affecting the Demised Premises.

SECTION 51. SURVIVAL. The representations and warranties contained in this Lease shall survive the termination and/or expiration of this Lease.

SECTION 52. BINDING EFFECT. Except as herein otherwise expressly provided, the terms and provisions hereof will be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and permitted assigns, respectively, of Landlord and Tenant.

SECTION 53. PARTIAL INVALIDITY. If any provision of this Lease or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

SECTION 54. SEVERABILITY. Each and every covenant and agreement contained in this Lease shall for all purposes be construed to be a separate and independent covenant and agreement, and the breach of any covenant or agreement contained herein by either party shall in no way or manner discharge or relieve the other party from its obligation to perform all other covenants and agreements herein.

SECTION 55. REMEDIES CUMULATIVE. Each right, power and remedy of Landlord or Tenant provided for in this Lease shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Landlord or Tenant of any one or more of the rights, powers, or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Landlord or Tenant.

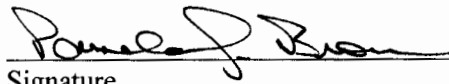
SECTION 56. HEADINGS AND USE OF TERMS. The section and paragraph headings to this Lease are for convenience and reference only. The words as provided in the section and paragraph headings will not be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the terms of this Lease. Terms defined in this Lease have the meaning, designation, and significance ascribed to the terms defined in this Lease.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the dates set forth below.

Signed, sealed and delivered
in the presence of:


Signature

Marjorie Wing
Printed Name


Signature

Pamela J. Brown
Printed Name

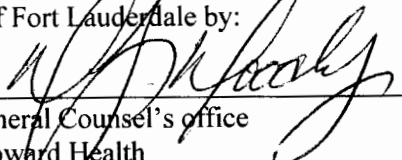
LANDLORD:

NORTH BROWARD HOSPITAL DISTRICT

By: 
President/CEO

Date: 5/8/13

APPROVED as to legal form only
and solely on behalf of Landlord
regarding medical office lease with
City of Fort Lauderdale by:

By: 
General Counsel's office
Broward Health

Date: May 9, 2013

Signed, sealed and delivered
in the presence of:

Janette A. Johnson
Signature

Janette A. Johnson
Printed Name

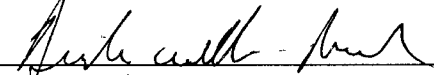
Aixa D. Penedo
Signature

Aixa D. Penedo
Printed Name

Attest: 

Jonda K. Joseph, City Clerk
JEFFREY MODARELLI, ASST CITY CLERK

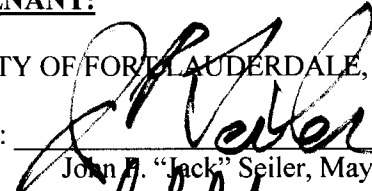
APPROVED as to legal form only
and solely on behalf of the City of
Fort Lauderdale, FL regarding medical
Office lease with Broward Health:

By: 
Assistant City Attorney

Date: 5/10/13

TENANT:

CITY OF FORT LAUDERDALE, FLORIDA

By: 
John J. "Jack" Seiler, Mayor


By: 
Lee R. Feldman, City Manager

EXHIBIT "A"

BUILDING RULES AND REGULATIONS

1. The sidewalks, ramps, halls, passages, exits, entrances, elevators and stairways shall not be obstructed by any of Tenants or used by them for any purpose other than for ingress and egress from their respective premises.

2. No Tenant shall alter any lock or install any new or additional locks without the prior written consent of Landlord, which shall be in Landlord's sole discretion, and without giving Landlord keys therefore, and no Tenant shall install any bolt on any door or window of the Demised Premises which would deny access to fire fighters.

3. The bathrooms, toilets, washbowls and other fixtures shall not be used for any purpose other than for which they were constructed and no foreign substances of any kind whatsoever shall be thrown therein.

4. No furniture or equipment shall be brought into the building without prior written notice to, and approval by, Landlord.

5. No cutting for telephone, telegraph, computer terminals or cable shall be permitted without the prior written consent of Landlord, which shall be in Landlord's sole discretion. The location of telephones, call boxes and other office equipment affixed to the Demised Premises shall be subject to the reasonable approval of Landlord.

6. Entrance into the Building during evenings or weekends shall be subject to such security measures as may be adopted by Landlord from time to time. Landlord shall in no event be liable for damages due to any entry by any unauthorized person. All entrance doors to the Building shall be kept closed and locked during evening and weekend hours.

7. Tenant shall comply with requests of Landlord as regards trash removal and disposal, and shall comply with all controlling governmental requirements as regards "red bags" and the disposal of medical waste.

8. No radio, television, phonograph or other electrical or other equipment shall be used in a manner so as to be heard or seen outside the Demised Premises.

9. No load shall be placed on any floor of the Demised Premises which exceeds the load which the floor area was designed to carry.

10. All mechanical equipment and machinery shall be kept free of noise and vibrations which may be transmitted to any part of the walls or buildings outside of the Demised Premises.

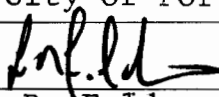
11. Tenant shall cooperate with any pest extermination service employed by Landlord.

12. Tenant shall not lay linoleum or other floor covering so that such floor covering shall come in direct contact with the floor of the Demised Premises, and an interliner of builders deadening felt shall first be affixed to the floor by paste or other material soluble in water, so that such floor covering may be easily removed. The use of cement or other similar material is prohibited.

13. Tenant shall not install any blinds, draperies, shades or other window treatment on the windows of the Demised Premises, other than window treatments supplied by Landlord, without Landlord's prior written consent, which consent shall be in Landlord's sole discretion.

14. All equipment emitting any type of radiation shall be used only by trained personnel and with all precautions taken for safe usage.

Tenant hereby acknowledges receiving a copy of the foregoing Rules and Regulations.

TENANT: City of Fort Lauderdale
By: 
Name: Lee R. Feldman
Title: City Manager
Dated: 5-13-13