

OFFICE LEASE

- Between -

ONE BROWARD BLVD HOLDINGS, LLC

as Landlord

- and-

THE CITY OF FORT LAUDERDALE

as Tenant

Dated: January 24TH, 2017

BASIC LEASE INFORMATION RIDER

OFFICE LEASE

- Preamble Date of Lease: January 24th, 2017
- Preamble Landlord: ONE BROWARD BLVD HOLDINGS, LLC, a Delaware limited liability company, authorized to do business in the State of Florida
- Preamble Tenant: THE CITY OF FORT LAUDERDALE, a Florida municipal corporation
- Section 1 Premises: Suite No. 1605, consisting of a portion of the sixteenth (16th) floor of the building located at One East Broward Blvd., Fort Lauderdale, Florida
- Section 1 Rentable Area of Premises: 3,575 net rentable square feet.
- Section 2 Lease Commencement Date: shall mean the date when Landlord's Work (as hereinafter defined) is substantially complete (as hereinafter defined).
- Section 2 Expiration Date: July 31, 2023, as such date may be accelerated or extended pursuant to the terms of this Lease.
- Section 2 Lease Term: the period of time running from the Lease Commencement Date through the Expiration Date.
- Section 2 Rent Commencement Date: shall mean the earlier of (a) the Lease Commencement Date, or (b) the date on which Tenant takes possession of and occupies the Premises (or a portion thereof) for the conduct of its business. If any Tenant Delay occurs, the Rent Commencement Date shall be accelerated by a time period equal to the number of days of Tenant Delay.
- Section 3 Base Rent: See Base Rent Schedule attached hereto as **Exhibit "B"**
- Section 3 Tenant's Percentage Share: 1.04%.
- Section 3 Additional Rent: Estimated to be \$11.45 per net rentable square foot per annum for calendar year 2016, but subject to adjustments and reconciliations, all as provided for in Section 3 of this Lease.
- Sections 3, 4 Security Deposit: N/A.
- Prepaid Rent: N/A

Section 5 Use of Premises: General Governmental Office Use.

Section 28 Tenant's Address for Notices:

City Manager
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

With a copy to:

City Attorney
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

Section 28 Landlord's Address for Notices:

One Broward BLVD Holdings, LLC
c/o Ivy Realty
102 Chestnut Ridge Road, Suite 204
Montvale, New Jersey 07645
Attn: Director of Leasing,

Section 28 With a copy of all Notices to Landlord simultaneously delivered to:

Lazer, Aptheker, Rosella & Yedid, P.C.
225 Old Country Road
Melville, New York 11747
Attention: Matthew C. Lamstein, Esq.

Section 8 Number of Unassigned Parking Spaces in the Parking Garage (as hereinafter defined): Nine (9).

Section 15 Amount of Commercial General Liability Insurance: \$5,000,000.00; it being understood and agreed that, if and for so long as Tenant is a governmental entity, Tenant shall be permitted to self-insure pursuant to Florida Statute §768.28(16) (2016).

Section 41 Tenant's Real Estate Broker:

CBRE, Inc.
200 E. Las Olas Blvd., Suite 1620
Fort Lauderdale, Florida 33301
Attention: Ryan Nunes

Landlord's Real Estate Broker:

Cushman & Wakefield of Florida, Inc.
515 Las Olas Blvd., Suite 860
Fort Lauderdale, Florida 33301
Attention: Katherine Ridgway

Certain of the information relating to the Lease, including many of the principal economic terms, are set forth in the foregoing Basic Lease Information Rider (the "BLI Rider"). The BLI Rider and the Lease are, by this reference, hereby incorporated into one another. In the event of any direct conflict between the terms of the BLI Rider and the terms of the Lease, the BLI Rider shall control. Where the Lease simply supplements the BLI Rider and does not conflict directly therewith, the Lease shall control.

IN WITNESS WHEREOF, Landlord and Tenant have signed this BLI Rider as of this 24TH day of January, 2017.

Witnesses:

[Signature]

Print Name: Carmen D. [unclear]

[Signature]

Print Name: Cynthia A. Rich
(As to Landlord)

"LANDLORD"

ONE BROWARD BLVD HOLDINGS, LLC

By: One Broward Manager, LLC, its Managing Member

By: [Signature]

Its: President
Print Name: Anthony P. DiTommaso, Jr

STATE OF New Jersey:
COUNTY OF Bergen:

The foregoing instrument was acknowledged before me this January 24TH, 2017, by Anthony P. DiTommaso, Jr, as President for One Broward Manager, LLC, a Delaware limited liability company, as Managing Member for One Broward Blvd Holdings, LLC, a Delaware limited liability company. He/she is personally known to me and did not take an oath.

(NOTARY SEAL)

[Signature]
Notary Public, State of Florida New Jersey
(Signature of Notary taking Acknowledgment)

Constance GARIPOLI
Name of Notary Typed,
Printed or Stamped

CONSTANCE GARIPOLI
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Aug. 12, 2010

My Commission Expires: August 12, 2018

Commission Number

[REMAINDER OF SIGNATURE PAGES TO FOLLOW]

"TENANT"

WITNESSES:

Jeannette A. Johnson
Jeannette A. Johnson

Witness Print Name

Carla Foster
Carla Foster

Witness Print Name

(CORPORATE SEAL)

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

By *J.P. Seiler*
JOHN P. "JACK" SEILER, Mayor

By *Lee R. Feldman*
LEE R. FELDMAN, City Manager

FOR

ATTEST:

Jeffrey A. Modarelli

JEFFREY A. MODARELLI, City Clerk

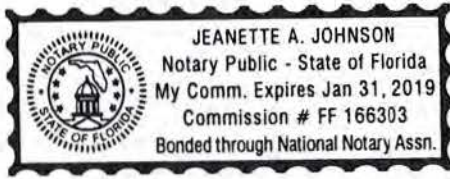
Approved as to form:
CYNTHIA A. EVERETT, City Attorney

By: *Cynthia A. Everett*
CYNTHIA A. EVERETT, Assistant City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 7th day of February, 2017, by JOHN P. "JACK" SEILER, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(NOTARY SEAL)



Jeanette A. Johnson
Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

Jeanette A. Johnson
Name of Notary Typed,
Printed or Stamped

My Commission Expires: 1/31/19

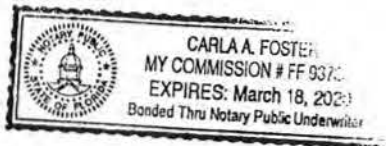
Commission Number FF166303

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this February 2, 2017, by ~~LEE R. FELDMAN~~, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me and did not take an oath.

CHRISTOPHER J. LAGERBLUM
(NOTARY SEAL)

Acting City Manager



Carla Foster
Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

Carla Foster
Name of Notary Typed,
Printed or Stamped

My Commission Expires:

Commission Number

OFFICE LEASE

THIS OFFICE LEASE (this "Lease") is made as of the 24th day of January, 2017, by ONE BROWARD BLVD HOLDINGS, LLC, a Delaware limited liability company ("Landlord"), and THE CITY OF FORT LAUDERDALE, a Florida municipal corporation ("Tenant").

WITNESSETH:

1. PREMISES; COMMON AREAS: Landlord leases to Tenant and Tenant leases from Landlord the premises in the commercial office building located at One East Broward Blvd., Fort Lauderdale, Florida (together with the Parking Garage sometimes collectively referred to herein as the "**Building**"), known by that certain suite number set forth in the Basic Lease Information Rider (the "**BLI Rider**") attached to the front of this Lease and incorporated into this Lease by this reference, which space is more particularly shown on the floor plan attached hereto as **Exhibit "A"** and by this reference incorporated herein (the "**Premises**"). The parties hereby stipulate and agree that the Premises contain the number of net rentable square feet set forth in the BLI Rider. In addition to the Premises, Tenant has the non-exclusive right to use, in common with others, the lobby, public entrances, public stairways and public elevators of the Building and the Building fitness center (the "**Common Areas**"). The Common Areas serving the Building, including those referenced above, the Parking Garage, and all others, will at all times be subject to Landlord's exclusive control and management in accordance with the terms and provisions of this Lease.

2. LEASE TERM; LEASE DATE:

(a) The lease term (the "**Lease Term**") is for the period of time set forth in the BLI Rider, commencing on the Lease Commencement Date set forth in the BLI Rider and ending on the Expiration Date set forth in the BLI Rider. Tenant's obligation to pay all rent, including Base Rent, Additional Rent and any other cost or charge due and payable by Tenant hereunder (collectively, "**Rent**"), as such terms are hereafter defined, will commence on the Rent Commencement Date set forth in the BLI Rider.

(b) For purposes of this Lease, "**Lease Year**" shall mean and refer to the period of twelve (12) calendar months (except in the seventh Lease Year which shall end on July 31, 2023 regardless of when the Rent Commencement Date occurs). The first Lease Year shall commence on the Rent Commencement Date but, notwithstanding the first sentence of this paragraph, if the Rent Commencement Date is not the first day of a month, then the first Lease Year shall also include the additional period from the Rent Commencement Date to the end of the then current month. Each succeeding Lease Year shall end on the anniversary date of the last day of the preceding Lease Year (except in the seventh Lease Year). For example, if the Rent Commencement Date is September 1, 2016,, then the first Lease Year would begin on September 1, 2016 and end on August 31, 2017, and each succeeding Lease Year would begin on September 1st and end on August 31st (except in the seventh Lease Year, which shall end on July 31, 2023, regardless of when the Rent Commencement Date occurs). If, however, the Rent Commencement Date is September 2, 2016, then the first Lease Year would begin on September 2, 2016 and end on September 30, 2017, the second Lease Year would begin on October 1, 2017 and end on September 30, 2018 and each succeeding Lease Year would begin on October 1st and end on September 30th (except in the seventh Lease Year, which shall end on July 31, 2023, regardless of when the Rent Commencement Date occurs).

(c) For purposes of this Lease, “**Tenant Delay**” shall mean any act or omission of any nature by Tenant or Tenant’s Agents which delays the substantial completion of Landlord’s Work, including, without limitation, (i) Tenant’s failure to furnish plans and specifications for Landlord’s Work by the date of this Lease; (ii) Tenant’s request for materials, finishes or installations other than Landlord’s standard; (iii) Tenant’s changes in said plans or specifications; (iv) the performance or completion of any work, labor or services by a party employed by Tenant; (v) Tenant’s interference with the performance of Landlord’s Work; and (vi) Tenant’s failure to approve, or approve as noted, final construction documents within five (5) business days after such submission thereof to Tenant for approval. Moreover, in the event of an accumulation of Tenant Delays in excess of thirty (30) days in the aggregate, the Rent Commencement Date shall automatically be deemed to be the date that is twelve weeks following the date of this Lease.

3. RENT:

(a) Base Rent. During the Lease Term, Tenant will pay as the base rent for the Premises (the “**Base Rent**”) the amounts set forth in the Base Rent Schedule, with same being payable without demand, setoff or deduction, in advance, on or before the first day of each month, in equal monthly installments of the amounts set forth in the Base Rent Schedule, plus applicable sales and other such taxes as are now or later enacted. Notwithstanding the foregoing, Tenant is currently a Florida municipal corporation and the intended use of the Premises is for governmental purposes (as provided in the Lease). As such, this Lease is currently exempt from sales or use tax.

(b) Additional Rent. Tenant shall pay, as additional rent (“**Additional Rent**”), prorated for that part of the Lease Term within the applicable calendar year, Tenant’s Percentage Share, as set forth in the BLI Rider, of the total amount of (i) the annual operating expenses (“**Operating Expenses**”), and (ii) the annual real estate taxes (“**Taxes**”), for the Building. For all years during the Lease Term, Landlord shall, in advance, reasonably estimate for each such calendar year the total amount of the Additional Rent. Landlord’s reasonable estimate of Additional Rent (i.e., Taxes and Operating Expenses) payable by Tenant for calendar year 2016 is \$11.45 per net rentable square foot per annum (i.e., \$40,933.80 per annum/\$3,411.15 per month), subject to reconciliation as provided herein. One-twelfth (1/12) of the estimated Additional Rent (plus all applicable taxes legally due and payable with respect to the City of Fort Lauderdale, as Tenant, with respect to same, now existing or hereafter enacted) shall be payable monthly, along with the monthly payment of the Base Rent. Landlord shall endeavor to make such estimate on or about January 1st of each calendar year. Following a year for which Additional Rent is payable hereunder, Landlord shall provide Tenant with a written reconciliation statement setting forth the amount of the actual Additional Rent for the previous year, and a reasonable breakdown of the items included therein, together with a proper invoice for any underpayments of Additional Rent (to be paid within thirty (30) days following receipt of such proper invoice, or to be included with the next monthly payment of Rent, whichever shall first occur) or a statement of the amount due to Tenant, which amount shall be credited to Tenant in the form of credits against Additional Rent each month thereafter until the amount due Tenant has been reduced to zero (\$0.00). Landlord shall endeavor to provide such reconciliation statement on or about March 31st of each year. The delivery of the aforescribed estimated statement after January 1st and/or the reconciliation after March 31st shall not be deemed a waiver of any of Landlord’s rights to collect monies and/or a waiver of any of the duties and obligations of Tenant as described in this section or as provided elsewhere in this Lease.

(c) Definition of Material Terms.

(i) The term “**Operating Expenses**” shall mean (1) any and all costs of ownership, management, operation and maintenance of the Building, including, without limitation, wages, salaries, professionals’ fees, taxes, insurance, benefits and other payroll burdens of all employees,

Building Management fee in an amount not to exceed 3% of the aggregate gross annual rentals payable by all tenants in the Building, janitorial, maintenance, security services, electricity, power, fuel, water, utilities, HVAC, waste disposal, landscaping care, lighting, garbage removal, pest control, window cleaning, system maintenance, parking area care, and any and all other utilities, materials, supplies, maintenance, repairs, insurance applicable to the Building and Landlord's personal property used in the operation of the Building, and (2) the cost of Savings Capital Expenses (as hereinafter defined) and Safety Capital Expenses (as hereinafter defined). If Landlord shall purchase any item of capital equipment or make any capital expenditure intended to result in savings or reductions in Operating Expenses (such capital costs and expenditures hereinafter called "**Savings Capital Expenses**"), then the cost for same shall be included in Operating Expenses, to the extent hereinafter set forth. Savings Capital Expenses shall be included in Operating Expenses in the year in which the costs are incurred and in any subsequent years, on a straight-line basis, amortized over the useful life of such items. If any such Savings Capital Expense shall result from the lease by Landlord of capital equipment designed to result in savings or reductions in any Operating Expenses, then the rentals and other costs paid pursuant to such leasing shall be included in Operating Expenses for the year in which they were incurred. If Landlord shall purchase any item of capital equipment or make any other capital expenditure in order to comply with legal requirements or insurance requirements or in order to benefit or increase the safety and security of the Building or its tenants and/or invitees (such capital costs and expenditures hereinafter called "**Safety Capital Expenses**"), then the costs for same shall be included in Operating Expenses for the year in which the costs are incurred and subsequent years, on a straight-line basis, amortized over the useful life of such items. If any such Safety Capital Expense shall result from the leasing by Landlord of capital equipment to comply with legal requirements or insurance requirements or to increase safety and security then, in such event, the rentals and other costs paid pursuant to such leasing shall be included in Operating Expenses for the year in which they were incurred. Notwithstanding the foregoing, Operating Expenses shall not include (A) Taxes, (B) expenditures that would properly be categorized as capital expenditures under generally accepted accounting principles applied to commercial office properties (except for Savings Capital Expenses and Safety Capital Expenses), (C) depreciation or amortization on the Building other than depreciation on carpeting in public corridors and common areas, (D) costs of tenants' improvements, (E) real estate broker's commissions, (F) interest and capital items other than those referred to in subsection (2) above, (F) space planner fees, (G) advertising and promotional expenses, (H) costs and expenses (including permit, license and inspection fees) incurred in leasing, renovating or otherwise improving, decorating, painting or redecorating rentable space in the Building for tenants or prospective tenants of the Building (it being understood and agreed that this exclusion shall be inapplicable to costs incurred pursuant to commercially reasonable deductible amounts in case of casualty), (I) Landlord's costs of any services provided to tenants for which Landlord is entitled to be reimbursed by such tenants as an additional charge or rental over and above Base Rent and Operating Expenses payable under the lease with such tenant or other occupant, (J) costs incurred due to a violation of law by Landlord relating to the Building, (K) principal, interest or amortization payments (or any other payments) on or under any mortgages or deeds of trust or any other debt for borrowed money, (L) all items or services for which Tenant or other tenants reimburse Landlord outside of Operating Expenses, (M) repairs, replacements or other work occasioned by fire, windstorm or other casualty to the extent in excess of commercially reasonable deductible amounts of Landlord's property insurance, (N) repairs, replacements or any other work paid for through insurance proceeds (in excess of any commercially reasonable deductible) or condemnation proceeds, (O) legal expenses incurred for (w) negotiating lease terms or leases for prospective tenants, (x) negotiating, terminating, amending or extending leases with existing tenants, (y) proceedings against any other specific tenant relating solely to the collection of rent or other sums due to Landlord from such tenant or the enforcement of leases, or resolving disputes with tenants (including Tenant), or (z) the development and/or construction of the real property of which the Building forms a part, and repairs resulting from any defect in the original design or construction of the Building, (P) any of the items excluded from Taxes hereunder, (Q) wages, bonuses, and other compensation of employees above the grade of Building Manager, (R) ground lease rentals, (S) costs

incurred in selling, syndicating, financing or mortgaging any of Landlord's interest in the real property of which the Building forms a part, (T) the cost of any service furnished to other tenants of the Building which Landlord does not make available to Tenant, and the cost of any special services rendered to individual tenants (including Tenant), for which a separate charge payable by such individual tenant(s) is required, (U) fines and penalties incurred by the acts or omissions of Landlord, (V) overhead and profit increments paid to Landlord or subsidiaries or affiliates of Landlord for goods and/or services to the extent same materially exceed the cost of such goods and/or services rendered by unaffiliated third parties on a competitive basis, (W) Landlord's general corporate overhead and general and administrative expenses unrelated to the management, maintenance, operation and repair of the Building, including, without limitation, the preparation of Landlord's tax returns, (X) tax penalties incurred as a result of Landlord's negligence, inability or unwillingness to make payments (unless caused as a result of Tenant's failure to pay Additional Rent hereunder) and/or to file any tax or information returns when due, (Y) Landlord's charitable or political contributions, (Z) any increases in premiums for any insurance maintained by Landlord resulting from the extra-hazardous activities of Landlord, (AA) any costs of maintenance, repairs or replacements required because of the willful misconduct of Landlord, its employees, agents or contractors, (BB) all costs and expenses attributable to any hazardous materials or any testing, investigation, management, maintenance, remediation or removal thereof (it being understood and agreed however, that Operating Expenses shall include all costs incurred in connection with testing and reporting performed in the ordinary course of business), (CC) damages or attorneys' fees incurred with respect to Landlord's torts, (DD) costs resulting from a default, breach or violation by Landlord of any lease, (EE) association dues and fees of business trade organizations, (FF) electrical costs reimbursed directly by tenants (including Tenant) other than by way of an "Operating Expense" or similar-type provision, (GG) costs of commercial concessions other than parking attendants operated by Landlord for a profit, and/or (HH) costs attributable to retail stores or storage space at the Building. Landlord hereby agrees to deduct each year from the amount of the Operating Expenses the total amount of any and all sums, amounts or charges paid by Tenant or other tenants of the Building directly to Landlord or its agent for specific tenant requested services.

(ii) The term "**Taxes**" shall mean the gross amount of all impositions, taxes, assessments (special or otherwise), water and sewer assessments and other governmental liens or charges of any and every kind, nature and sort whatsoever, ordinary and extraordinary, foreseen and unforeseen, and substitutes therefor, including all taxes whatsoever (except for taxes for the following categories which shall be excluded from the definition of Taxes: any inheritance, estate, succession, transfer or gift taxes imposed upon Landlord or any income taxes specifically payable by Landlord as a separate tax-paying entity without regard to Landlord's income source as arising from or out of the Building and/or the land on which it is located) attributable in any manner to the Building, the land on which the Building is located or the rents (however the term may be defined) receivable therefrom, or any part thereof, or any use thereon, or any facility located therein or used in conjunction therewith or any charge or other amount required to be paid to any governmental authority, whether or not any of the foregoing shall be designated "real estate tax", "sales tax", "rental tax", "excise tax", "business tax", or designated in any other manner.

(iii) The term "**Tenant's Percentage Share**" shall mean the percentage set forth in the BLI Rider. Landlord and Tenant acknowledge that Tenant's Percentage Share has been obtained by taking the net rentable area of the Premises, which Landlord and Tenant hereby stipulate for all purposes is the amount set forth in the BLI Rider, and dividing such number by the total net rentable area of the Building, which Landlord and Tenant hereby stipulate for all purposes is 343,769 net rentable square feet, and multiplying such quotient by 100.

(iv) The term "**Rent**" shall mean the sum of the Base Rent and the Additional Rent and any other cost or charge due and payable by Tenant under this Lease.

(d) Related Provisions.

(i) Tenant covenants and agrees to pay interest for any payment of Base Rent or Additional Rent not received by Landlord on or before the fifteenth (15th) day of each month and for any other Rent payment not received by Landlord on or before the date when same is due. Said interest shall be computed in accordance with Florida's Local Government Prompt Payment Act, Fla. Stat. §218.74(4). Tenant acknowledges and agrees that the aforementioned interest charge is not a penalty and shall be payable by in compensation to Landlord for the administrative expenses incurred in the handling of such late payments. In the event any interest charge is due to Landlord, Landlord shall advise Tenant in writing and Tenant shall pay said interest to Landlord along with and in addition to the next payment of Rent. Landlord agrees to reasonably cooperate with Tenant, at no additional cost to Landlord, in securing any such governmental permits, authorizations and consents or any of the foregoing.

(ii) Landlord shall notify Tenant in writing of any and all adjustments to Rent. In addition to Base Rent and Additional Rent or any other Rent due under this Lease and only to the extent Tenant is not entitled to an exemption from sales or use tax, Tenant shall and hereby agrees to pay to Landlord each month a sum equal to any sales tax, tax on rentals and any other similar charges now existing or hereafter imposed, based upon the privilege of leasing the space leased hereunder or based upon the amount of rent collected therefor.

(iii) If Tenant's possession of the Premises commences on any day other than the first day of the month, Tenant shall occupy the Premises under the terms of this Lease and the pro rata portion of the Rent shall be paid by Tenant.

(iv) Additional Rent for the final months of this Lease is due and payable even though it may not be calculated until subsequent to the Expiration Date of the Lease. Nothing herein contained shall be construed to relieve Tenant, or imply that Tenant is relieved, of the liability for or the obligation to pay any Additional Rent due for the final months of this Lease by reason of the provisions of this Section.

(v) All of Tenant's monetary obligations set forth in this Lease are subject to and conditioned on the annual budget appropriation therefor by Tenant's governing body, to wit, the City Commission of the City of Fort Lauderdale, Florida; it being understood and agreed that, in the event the City Commission of the City of Fort Lauderdale, Florida does not appropriate funds necessary to satisfy the monetary obligations of Tenant for any fiscal year, then Landlord shall have the right to terminate this Lease upon thirty (30) days' written notice to Tenant.

4. [INTENTIONALLY OMITTED].

5. USE:

(a) General Office Use. Tenant will use and occupy the Premises solely for general governmental office use, and for no other purpose. Tenant acknowledges that its type of business, as above specified, is a material consideration for Landlord's execution of this Lease. Tenant will not commit waste upon the Premises nor suffer or permit the Premises or any part of them to be used in any manner, or suffer or permit anything to be done in or brought into or kept in the Premises or the Building, which would: (i) violate any law or requirement of public authorities, (ii) cause injury to the Building or any part thereof, (iii) annoy or offend other tenants or their patrons or interfere with the normal operations

of HVAC, plumbing or other mechanical or electrical systems of the Building or the elevators installed therein, (iv) constitute a public or private nuisance, or (v) alter the appearance of the exterior of the Building or of any portion of the interior other than the Premises pursuant to the provisions of this Lease or in any way impair the character or value of the Building. Tenant agrees and acknowledges that Tenant shall be responsible for obtaining any special amendments to the certificate of occupancy for the Premises and/or the Building and any other governmental permits, authorizations or consents required solely on account of Tenant's use of the Premises.

(b) Prohibited Uses. Tenant hereby represents, warrants and agrees that Tenant's use of the Premises is not and shall not be used, (i) for any use that conflicts with any applicable zoning or land use codes or laws applicable to the Building; (ii) for a retail banking, trust company, depository, guarantee or safe deposit business open to the general public, (iii) as a savings bank, a savings and loan company open to the general public, (iv) for the sale to the general public of travelers checks, money orders, drafts, foreign exchange or letters of credit or the receipt of money for transmission, (v) as a stock broker's or dealer's office or for the underwriting or sale of securities open to the general public, (vi) as a restaurant or bar or for the sale of confectionery, soda, beverages, sandwiches, ice cream or baked goods or for the preparation, dispensing or consumption of food or beverages in any manner whatsoever (except for employee and Tenant's clientele use only), (vii) as a news or cigar stand, (viii) as an employment agency, labor union office, or music studio, school (except for the training of employees of Tenant) or any other use requiring regular, public foot traffic, or (ix) as a barber shop or beauty salon.

(c) Tenant covenants and agrees that no Alteration, other work or service shall be performed or provided by, or on behalf of, Tenant or any of Tenant's visitors, in a manner or by persons (including the employees of Tenant or any of Tenant's affiliates) that would (a) violate the union contracts or labor agreements, if any, affecting the Building, provided Landlord shall have provided notice of such union contracts or labor agreements to Tenant, if any, in advance of the work, or (b) create any work stoppage, picketing, labor disruption, labor disharmony or labor dispute in or about the Building, or (c) interfere with the business of Landlord, any of Landlord's affiliates or any tenant or occupant of the Building. In the event of a default by Tenant of the provisions of the preceding sentence, and in addition to all of Landlord's other rights and remedies under this Lease, at law and in equity, Tenant shall, immediately upon notice from Landlord, cease performing or providing the Alteration, other work or service giving rise to such default.

6. DELAY OF POSSESSION:

(a) Holdover of Prior Tenant. If Landlord is unable to deliver possession of the Premises by reason of the holding over of any prior tenant or occupant or for any other reason, the payment of Rent shall not commence until Landlord delivers possession of the Premises to Tenant. The Lease Term shall be extended, on a day for day basis for each day beyond that which Landlord is unable to deliver possession of the Premises so that the Lease Term is the complete number of months referenced in the BLI Rider.

7. ACCEPTANCE OF PREMISES; LANDLORD'S WORK:

(a) Improvements. All improvements made to the Premises, whether by Landlord or Tenant, will become the property of Landlord when attached to or incorporated into the Premises. Such property will remain the property of Landlord upon termination of this Lease, except for improvements that Landlord requires that Tenant remove, as provided for herein. The taking of possession by Tenant (or any permitted assignee or subtenant of Tenant) of all or any portion of the Premises for the conduct of business will be deemed to mean that Tenant has found the Premises, and all of their fixtures and equipment, acceptable.

(b) Acceptance of the Premises. Tenant has thoroughly examined the Premises and is fully familiar with the condition thereof. Except as specifically set forth in this Lease, neither Landlord nor Landlord's agents have made any representations, warranties or promises, either express or implied, with regard to the physical condition of the Building or the use or uses to which the Premises may be put. Other than for "Landlord's Work" to be performed by Landlord pursuant to Section 7(c) below, Tenant accepts the Premises strictly "**AS IS**", in such condition as the same may be in at the date of this Lease. But for Landlord's Work, Landlord shall not be obligated to perform any work or to make any alterations or decorations or install any fixtures, equipment or improvements, or make any repairs or replacements to or in the Premises to prepare the same for Tenant.

(c) Landlord's Work. Landlord, at Tenant's sole cost and expense (except as otherwise set forth in Section 7(d) below), shall perform the work ("**Landlord's Work**") described on Exhibit "C" attached hereto and by this reference made a part hereof, including that all Building systems serving the Premises shall be delivered as of the Lease Commencement Date in good working order, inclusive of window coverings and the Premises shall be delivered as of the Lease Commencement Date in compliance with all local codes and ordinances, including compliance with the ADA. Landlord shall perform Landlord's Work using building standard materials and finishes. Landlord's architect shall prepare all construction drawings with respect to Landlord's Work. In addition, at Landlord's sole cost and expense (and in addition to the Allowance (as hereinafter defined), Landlord's architect shall prepare one test-fit plan, plus one revision of same. If Landlord's Work is not complete for any reason whatsoever by any scheduled Lease Commencement Date, then Landlord shall not be subject to any liability, nor shall such failure affect the validity of this Lease or the obligations of Tenant under this Lease. For purposes of this Lease, the terms "substantial completion" and "substantially completed" shall be deemed to mean when the only items of Landlord's Work remaining to be completed are punchlist items. Notwithstanding anything to the contrary contained herein, Landlord's Work shall not include the purchase, transport or installation of Tenant's furniture, office equipment or communication and data lines, equipment and accessories, which shall be installed by Tenant, at Tenant's sole cost and expense, in accordance with plans and specifications developed by Tenant and approved by Landlord.

(d) Provided Tenant is not in default of any of the terms or conditions of this Lease, Landlord shall contribute up to a maximum of \$107,250.00 (the "**Allowance**") toward the Total LW Charge (as hereinafter defined) for Landlord's Work. The "**Total LW Charge**" shall include, without limitation, (i) the fees and charges of any architects, engineers and other consultants engaged in connection with Landlord's Work (except with respect to the test-fit plan and one revision); (ii) the fees and charges incurred in connection with obtaining governmental and quasi-governmental permits, authorizations and approvals; (iii) general contractor costs; (iv) Landlord's construction management fee (not to exceed three (3%) percent of the cost of Landlord's Work, and (v) any and all costs and charges in connection with the performance and/or construction of Landlord's Work. Tenant shall pay to Landlord or its designated contractor, from time to time in accordance with Florida's Local Government Prompt Payment Act, Fla. Stat. §218.735, the entire amount or applicable portion(s) thereof (if any) by which the Total LW Charge exceeds the maximum amount of the Allowance set forth above. If, however, the Total LW Charge is less than the maximum amount of the Allowance, then Landlord shall bear the entire Total LW Charge, and Tenant shall not be entitled to the payment or credit of all or any portion of the difference between the two said amounts, except that a portion of the unused Allowance, not to exceed \$25,025.00, may be utilized by Tenant toward (x) the costs and charges incurred in connection with the installation of Tenant's data and telecommunication wiring and cabling in and about the Premises (or any portion thereof); and/or (z) the Base Rent otherwise payable by Tenant hereunder. In no event may any portion of the Allowance be used toward the costs and expenses incurred by Tenant in connection with the acquisition and installation of Tenant's furniture, fixtures and equipment in the Premises.

8. PARKING:

(a) Unassigned Parking. As long as Tenant is not in default of any monetary obligations or any material, non-monetary obligations under this Lease beyond applicable notice and cure periods provided herein, Landlord will provide Tenant during the Lease Term with unassigned, nonexclusive parking spaces in the attached parking garage serving the Building (the "**Parking Garage**") for the number of automobiles set forth in the BLI Rider (the "**Unassigned Parking Spaces**"). The current charge for such Unassigned Parking Spaces is \$90.00 per Unassigned Parking Space per month, plus applicable sales tax (to the extent Tenant is not otherwise exempt from such sales tax), which charge shall be deemed Additional Rent hereunder and is payable by Tenant within fifteen (15) days of its receipt of a proper invoice therefore and which charge is subject to increase by Landlord from time to time during the Term. Such Unassigned Parking Spaces may be used only by principals, employees and the business invitees of Tenant visiting the Premises and shall be used on a "first come, first serve" basis. The use of the Unassigned Parking Spaces shall be limited to vehicles no larger than standard sized automobiles, light pickup vehicles or SUV's. Tenant shall not cause large trucks or other large vehicles to be parked within the Building Parking Garage, except that temporary parking of larger delivery vehicles may be permitted in the area designated therefore by Landlord.

(b) Parking Controls. Landlord has and reserves the right to alter the methods used to control parking and the right to establish such controls and rules and regulations (such as parking stickers to be affixed to vehicles, gate systems, valet parking programs, etc.) regarding parking that Landlord may deem desirable. Vehicles shall be parked only in striped parking spaces and not in driveways, access roads, loading areas or other locations not specifically designated for parking. Tenant and its employees and invitees shall not park their vehicles in parking spaces allocated to other tenants by Landlord. If Tenant or any of its employees park a vehicle in a parking space allocated to others by Landlord or in areas not designated for parking then, without liability to Tenant, Landlord will have the right (but not the obligation) to have such vehicles towed at Tenant's expense. Landlord shall not be required to keep the Unassigned Parking Spaces clear of unauthorized vehicles or to otherwise supervise the use of the Parking Garage. Landlord shall not be responsible for any damage to or theft of any vehicles in the Parking Garage.

9. BUILDING SERVICES:

(a) General. In general, the services set forth below will be provided by Landlord at a service level set, defined and regulated by Landlord consistent with office buildings of similar quality to and in the downtown Fort Lauderdale area. During the Lease Term, the regular business hours (the "**Business Hours**") of the Building will be 8:00 a.m. to 6:00 p.m., Monday through Friday, and on Saturday, 8:00 a.m. to 1:00 p.m., except holidays generally recognized by state and federal governments. The Building will be accessible to Tenant, its subtenants, agents, servants, employees, contractors, clientele, invitees or licensees (collectively, "**Tenant's Agents**") at all times (except in the event of an emergency).

(b) Specific Services Provided.

(i) Janitorial Service. Landlord agrees to provide during the Lease Term janitorial services for the Premises customarily provided in office buildings of similar quality to and in the downtown Fort Lauderdale area, all as more particularly described on Exhibit "E" hereto and by this reference incorporated herein. Janitorial service will be provided after Business Hours at the Building, but no janitorial services will be provided on Saturdays, Sundays and holidays generally recognized by state and federal government. Should Tenant require additional janitorial services beyond those customarily provided by Landlord, Tenant may request same in writing from Landlord and if Landlord

agrees to provide such services, Tenant will be billed for same by Landlord at a reasonable rate and those costs and expenses when billed will be as Rent due under this Lease.

(ii) Electricity. During the Lease Term, electric power will be available for the purposes of lighting and general office equipment use, and the use of the HVAC services for the Premises referenced in Section 9(b) (iii) below, in amounts consistent with Building standard electrical capacities. Tenant acknowledges that electricity for the Premises is not separately metered and the cost of electricity utilized within the Premises shall be included in Operating Expenses, as provided for in this Lease. The Building standard mechanical and electrical systems are designed to accommodate loads generated by lights and typical office equipment such as computers, dictating equipment, photocopy equipment, etc., with a total connected load not in excess of four (4) watts per square foot. Notwithstanding any provision in this Lease to the contrary, Tenant's obligation to pay these charges shall begin on the date Tenant receives possession of the Premises, even if the date precedes the Lease Commencement Date, and shall include the obligation to pay these charges while work is being performed for or by Tenant to prepare the Premises for Tenant, including construction of its leasehold improvements. Tenant acknowledges that Tenant's intended use of the Premises excludes material use of the Premises beyond Business Hours. "Material use" shall be deemed to mean the operation of an additional "shift", either full or part time, or use of the Premises after Business Hours in any way that may preclude or interfere with the providing of janitorial services to the Premises. In the event Tenant's use of the Premises requires more electrical power than set forth above, whether by intensity of use, load or type of equipment, Tenant may then be billed for such additional use and such billings will be billed to Tenant as Rent. Landlord will utilize Landlord's customary, fair and reasonable method of billing Tenant for excess electrical power consumption. At Landlord's option, Landlord, at Landlord's expense (unless it is reasonably determined that Tenant's use is excessive, which case same will be at Tenant's expense), may have an engineer estimate Tenant's usage, and bill Tenant at standard utility company rates for the excess usage or install a submeter for the purposes of monitoring Tenant's excess power consumption. Landlord and Tenant agree that Landlord's implementation of the electrical monitoring and billing procedures set forth herein shall in no way be construed so as to deem Landlord a private or public utility company. Landlord reserves the right, after Business Hours, to turn off all unnecessary lighting in the unoccupied areas of the Building and the Premises to minimize the energy consumption of the Building in both the common areas and the Premises.

(iii) HVAC Services. Landlord agrees to provide, during Business Hours, heating, ventilating and air conditioning for the purposes of comfort control by way of HVAC systems that serve the Building. Landlord and Tenant agree that Landlord's HVAC system is not designed to cool machinery and equipment. Outside of Business Hours and upon Tenant's request therefor, Landlord shall provide air-conditioning services to the Premises at Landlord's then-prevailing rate which, as of the date of this Lease, is \$45.00/hour. The foregoing charge shall be payable by Tenant, as Additional Rent, within thirty (30) days following proper invoice therefore.

(iv) Water and Sewer. Landlord agrees to provide municipally supplied cold water and sewer services to the common areas, and to the extent Tenant occupies an entire floor or has lavatories or sinks in the Premises, to the Premises, for lavatory and sewer purposes. Tenant acknowledges that water and sewer for the Premises is not separately metered and Tenant the cost of such water and sewer services for the Building shall be included in Operating Expenses, as provided for in this Lease.

(v) Elevator Service. Landlord will provide elevator service at all times (other than during an emergency when provision of such service may present a safety hazard), except that, at Landlord's sole discretion, Landlord may provide restricted elevator service during non-Business Hours.

(c) Interruption of Services. It is understood and agreed that Landlord does not warrant that any of the services referred to above, or any other services which Landlord may supply, will be free from intermittent interruption. Tenant acknowledges that any one or more of such services may be suspended intermittently by reason of accident or repairs, alterations or improvements necessary to be made, or by strikes or lockouts, or by reason of operation of law, or other causes beyond the control of Landlord. Landlord shall use commercially reasonable efforts to cause such services to be restored as soon as commercially practicable. No such intermittent interruption or discontinuance of service will be deemed an eviction or a disturbance of Tenant's use and possession of the Premises or any part thereof, or render Landlord liable to Tenant for damages or abatement of Rent or relieve Tenant from the responsibility of performing any of Tenant's obligations under this Lease.

10. SECURITY:

(a) Tenant's Responsibility. Tenant shall: (1) abide by all policies, procedures and rules and regulations for use of any access system or parking program controlling access to the Building and/or Parking Garage, (2) report promptly to the Landlord's Building manager the loss or theft of all keys or security access cards which would permit unauthorized entrance to the Premises, Building or Parking Garage, (3) report to Landlord's Building manager the employment or discharge of employees and their vehicle's make, model, and license number, (4) promptly report to Landlord's Building manager door-to-door solicitation or other unauthorized activity in the Building or Parking Garage, and (5) promptly inform the Landlord's Building manager in the event of a break-in or other emergency.

(b) Interruption of Security. Tenant acknowledges that any security systems and/or procedures then utilized by Landlord, in its sole discretion, at the Building may be suspended or modified at Landlord's sole discretion or as a result of causes beyond the reasonable control of Landlord. Landlord shall use commercially reasonable efforts to cause such security systems to be restored as soon as commercially practicable. No such interruption, discontinuance or modification of security service will constitute an eviction, constructive eviction, or a disturbance of Tenant's use and possession of the Premises, and further, no interruption, discontinuance or modification of security service will render Landlord liable to Tenant or third-parties for damages, abatement of Rent, or otherwise, or relieve Tenant of the responsibility of performing Tenant's obligations under this Lease.

11. REPAIRS AND MAINTENANCE:

(a) Landlord's Responsibilities. During the Lease Term, Landlord shall define, set, and maintain the level of repairs and maintenance for the Building, the common areas, and all other areas serving the Building, in a manner comparable to office buildings of similar quality to the downtown Fort Lauderdale area. Landlord's responsibilities with respect to this Section are as follows: (1) the structural and roof systems of the Building, (2) the Building standard electrical and mechanical systems, (3) the base-Building water and sewer systems of the Building, (4) the Building common areas and the common area furniture, fixtures, and equipment, (5) the landscaped areas in and about the Building, (6) the Parking Garage, and (7) replacement of Building standard light bulbs in the common areas. The cost of the foregoing repairs, maintenance and/or replacements shall be included in Operating Expenses, except as specifically excluded therefrom.

(b) Tenant's Responsibilities. During the Lease Term, Tenant will repair and maintain the following at Tenant's expense:

(i) The interior portion of the demising walls, the interior partition walls and drop ceilings (including ceiling tiles) of the Premises, all wall-coverings, and the entry door to the Premises.

(ii) The electrical and mechanical systems not considered Building standard which have been installed by either Landlord or Tenant, for the exclusive use and benefit of Tenant. The following examples are for clarification and are not all inclusive: (a) electrical services for computers or similar items, to the extent such electrical service is not the standard electrical and mechanical systems as set forth in Section 11 (a) (2), (b) projection room equipment such as dimmers, curtains, or similar items, (c) water closet plumbing, kitchen plumbing or similar items within the Premises, (d) any separate or supplemental HVAC systems installed in the Premises for other than comfort cooling in the Premises, (e) supplemental security systems for the Premises beyond the security systems, if any, supplied for the Building, (f) telephone system for the Premises; and (g) other similar systems.

(iii) Except for the janitorial services, if any, set forth in Section 9(b) of this Lease, the repair and maintenance of the floor covering of the Premises, including VCT flooring, ceramic tiles, marble, wood flooring, or similar coverings, shall be performed by Landlord upon Tenant's request and at Tenant's expense, and Tenant will be billed for same as Rent. At least once per year, at Tenant's request, Landlord will clean Tenant's carpeting at Tenant's expense to be billed to Tenant as Rent. Should additional cleaning be requested by Tenant, such cleaning will be available at Tenant's expense and will be billed to Tenant as Additional Rent.

(iv) All cabinets and millwork (regardless of ownership) so long as said cabinets and millwork are for the exclusive use and benefit of Tenant.

(v) All other personal property, improvements or fixtures, except Building standard improvements and those items enumerated in Section 11(a) hereof. Those items to be repaired and maintained by Tenant include, but are not limited to, the following: (a) ceiling tiles and ceiling grid, (b) molding or other woodwork and paneling, (c) light fixtures and bulbs, (d) draperies, blinds or wall hangings, (e) glass partition walls, (f) water closets, sinks and kitchen areas, (g) doors and locksets, and (h) vaults, safes, or secured areas. For the aforesaid items, Landlord may elect to maintain and repair same at Tenant's request and at Tenant's expense and Tenant will be billed for same as Additional Rent.

(vi) If, at any time during the Lease Term, Tenant installs within the Premises any **"Water Source Equipment"** (as hereinafter defined) which connects to the Building's plumbing systems and/or has a separate water source with a constant, available water flow, such Water Source Equipment must be adequately equipped so that same is automatically shut off when not in use. Additionally, the piping for any such Water Source Equipment must include a solenoid valve that is interlocked with the lighting system such that, when the power to the lights is shut down, whether by way of a light switch or light sensor or otherwise, the solenoid valve is closed and no water flow is possible to the Water Source Equipment. For purposes of this Lease, **"Water Source Equipment"** shall be deemed to include, among other things, coffee makers (exclusive of coffee makers not connected to the Building's plumbing system), drinking water dispensers, ice makers to refrigeration equipment, humidification systems, vending machines, soda machines (exclusive of vending machines and soda machines that are not connected to the Building's plumbing system), etc. Tenant shall be solely responsible for any and all damage caused to the Premises, the common areas of the Building, the Building and/or other tenant's spaces within the Building as a result of Tenant's use, maintenance, repair, removal, operation and/or damage or malfunction of or to the Water Source Equipment and shall, in connection therewith, subject to reservation of all rights under Article VII, Section 10, Pledging Credit, Florida Constitution (1968, as amended or revised from time to time), only to the extent specified in and subject to the limitations specified in Section 768.28, Florida Statutes (2016), as may be amended or revised, indemnify and hold harmless Landlord from and against actions at law to recover damages in tort for money damages for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the Tenant while acting within the scope of the employee's office or employment under circumstances in which Tenant, if a private person, would be liable to the claimant, in accordance with the

general laws of the State of Florida. The foregoing sentence does not serve as a waiver of Tenant's sovereign immunity or of any other legal defense available to Tenant

(c) Repairs and Maintenance; Miscellaneous. Notwithstanding any of the provisions of this Section 11 to the contrary, Landlord shall have no responsibility to repair or maintain the Building, any of its components, the common areas, the Premises, or any fixture, improvement, trade fixture, or any item of personal property contained in the Building, the common areas, and/or the Premises if such repairs or maintenance are required because of the occurrence of any of the following: (i) the acts, misuse or negligence of Tenant or Tenant's officers, employees or contractors acting within the course and scope of their duties, or (ii) the conduct of business in the Premises. Should Landlord elect to make repairs or maintenance occasioned by the occurrence of any of the foregoing, Tenant shall pay as Additional Rent all such reasonable costs and expenses incurred by Landlord, plus interest at the Default Interest Rate as set forth in Fla. Stat. §55.02 (as same may be amended from time to time) (the "**Default Interest Rate**"). Landlord shall have the right to approve, in advance, all work, repair, maintenance or otherwise, to be performed under this Lease by Tenant and all of Tenant's repairmen, contractors, subcontractors and suppliers performing work or supplying materials. Tenant shall be responsible for all permits, inspections and certificates for accomplishing the above. Tenant shall obtain lien waivers for all work done in or to the Premises. To the extent required by any agency with jurisdiction over permitting, Landlord shall join in the application for such permits at no cost or expense to Landlord.

12. TENANT'S ALTERATIONS:

(a) General. Tenant agrees not to make or allow to be made any alterations, improvements, additions or physical changes in the Premises (any such item being referred to herein as an "**Alteration**") without first obtaining the written consent of Landlord in each instance, which consent (1) may be withheld by Landlord in its sole discretion if the proposed Alterations (a) affect the structural components of the Building, (b) are not designed in conformance with the Building design criteria, (c) affect the Building systems or services provided to other tenants of Landlord in the Building, (d) are visible from the exterior of the Premises, or (e) reduce the value or utility of the Building, and (2) in all other cases, shall not be unreasonably withheld or delayed, but may be given on such reasonable conditions as Landlord may elect. Notwithstanding the foregoing, Landlord's consent shall not be required for any Alteration ("**Permitted Alteration**") which in each instance (x) is not an Alteration described in clause (1) of the preceding sentence, (y) the cost of performing which does not, when aggregated with the cost of all Permitted Alterations made in the immediately prior twelve (12) months, exceed \$25,000.00, and (z) does not require a building permit. Tenant shall provide Landlord with detailed written notice of all Permitted Alterations prior to the commencement of same. Landlord, as a condition to granting its consent to any Alteration, may require Tenant to remove such Alteration and repair any damage caused by such removal prior to the end of the Term. If Landlord, at the time of granting its consent, does not so require Tenant to remove such Alteration and repair any damage caused by such removal and Tenant does not voluntarily remove such Alteration and repair any damaged caused by such installation and/or removal prior to the end of the Term, then such Alteration may remain in place and after the Term shall become the sole property of Landlord.

(b) Alteration Fee. Tenant shall submit to Landlord at the time of its request for Landlord's consent to any proposed Alteration, plans and specifications (including layout, architectural, mechanical and structural drawings) for such proposed Alteration (except in the case of a Permitted Alteration, for which Tenant shall submit to Landlord a sketch and description of the proposed Alteration prior to performing the Alteration). All reasonable costs and expenses, including those of third parties, in connection with Landlord's review of the plans and specifications (collectively, "**Review Costs**") shall be borne solely by Tenant. Tenant shall reimburse Landlord for Review Costs within thirty (30) days of Landlord's proper invoice therefor. Notwithstanding Landlord's approval of plans and specifications for

any Alteration, Landlord shall have no obligation for such plans and specifications being in compliance with applicable governmental laws, ordinances, codes, rules and regulations (“**Governmental Rules**”), nor shall such Landlord approval be deemed an indication that such plans and specifications are in compliance with any Governmental Rules.

(c) Requirements for Alterations. All Alterations shall be made at Tenant’s sole cost and expense in strict compliance with all Governmental Rules, including, without limitation, Tenant’s obtaining all permits, approvals and certificates required by all applicable governmental authorities, copies of which shall be delivered to Landlord prior to undertaking any Alteration. Prior to the commencement of any Alterations, Tenant shall obtain liability insurance, builder’s risk insurance and workmen’s compensation insurance in such forms and amounts as are required by Governmental Rule, by the terms of this Lease, or otherwise reasonably required by Landlord. Notwithstanding the foregoing, if and for so long as Tenant is a governmental entity, Tenant shall be entitled to self-insure under the provisions of Fla. Stat. §768.28(16) (2016), as same may be amended from time to time. All materials and equipment to be incorporated into the Premises as a result of all Alterations shall be new and of first class quality, and no such materials or equipment shall be subject to any lien, encumbrance, chattel mortgage or title retention or security agreement. All Alterations shall be performed in a first class manner using good construction practices and with contractors which are approved by Landlord, which approval shall not be unreasonably withheld or delayed. Upon completion of any Alterations, Tenant shall provide Landlord with as-built plans depicting said Alterations in such format, including, without limitation, CAD, as reasonably required by Landlord.

(d) Restoration of Alterations. Prior to the end of the Lease Term, Tenant shall remove all Alterations Landlord specified to be removed in Section 12(a), above. If Tenant does not remove all Alterations Tenant is obligated to remove on a timely basis, Landlord, at Tenant’s sole cost and reasonable expense, may demolish and dispose of same in such manner as Landlord elects. Tenant’s obligations pursuant to this Section shall survive the expiration or sooner termination of the Lease Term.

(e) Tenant’s responsibility for Mechanics’ Liens. If, because of any act or omission of Tenant, whether or not taken pursuant to this Section 12, any mechanics’ or other lien, charge or order for the payment of money or otherwise shall be filed against the Building, the Premises or the real property upon which the Building is located (whether or not such lien, charge or order is valid or enforceable as such), Tenant, at Tenant’s expense, shall cause it to be canceled or discharged of record by bonding or otherwise within thirty (30) days after receipt of written notice of such filing, and Tenant shall, in any event, with reservations of all rights under Article VII, Section 10, Pledging Credit, Florida Constitution (1968, as amended or revised from time to time), only to the extent specified in and subject to the limitations specified in Section 768.28, Florida Statutes (2016), as may be amended or revised, indemnify and hold harmless Landlord from and against actions at law to recover damages in tort for money damages for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the Tenant while acting within the scope of the employee’s office or employment under circumstances in which Tenant, if a private person, would be liable to the claimant, in accordance with the general laws of the State of Florida. The foregoing sentence does not serve as a waiver of Tenant’s sovereign immunity or of any other legal defense available to Tenant. Nothing in this Lease shall be construed as a consent on the part of the Landlord to subject Landlord’s estate in the Building to any lien or liability. Landlord does not so consent, no such lien may be maintained against the estate of Landlord. If Tenant does not comply with its obligations as set forth in this Section, Landlord may do what it perceives to be necessary to cause the discharge of such a lien or, at Tenant’s expense, causing same to be removed by legal proceeding, including without limitation pursuant to an ex parte motion.

13. LANDLORD'S ADDITIONS AND ALTERATIONS: Landlord has the right to make changes in and about the Building and Parking Garage. Such changes may include, but not be limited to, rehabilitation, redecoration, refurbishment and re-fixturing of the common areas of the Building (interior and exterior), the Building and expansion of or structural changes to the Building. The right of Tenant to quiet enjoyment and peaceful possession given under the Lease will not be deemed breached or interfered with by reason of Landlord's actions pursuant to this Section so long as such actions do not materially and adversely deprive Tenant of its use and enjoyment of the Premises.

14. ASSIGNMENT AND SUBLETTING:

(a) Prohibition on Assignment and Subletting. Neither Tenant nor Tenant's legal representatives or successors in interest by operation of law or otherwise shall assign, mortgage, hypothecate or otherwise encumber this Lease or enter into a sublease or license agreement with respect to any portion of the Premises or permit all or any portion of the Premises to be used by others, without the prior written consent of Landlord, which consent may be granted by Landlord in accordance with the terms and conditions of this Lease. Any issuance or transfer of stock in any corporate tenant or subtenant or any interest in any non-corporate entity tenant or subtenant, by sale, exchange, merger, consolidation, operation of law, or otherwise, or creation of new stock or interests, by which an aggregate of more than fifty (50%) percent of Tenant's stock or equity interests shall be vested in one or more parties who are not stockholders or interest holders as of the date of this Lease, however accomplished, and whether in a single transaction or in a series of related or unrelated transactions, shall be deemed an assignment of this Lease. This subsection shall not apply to sales of stock by persons other than those deemed "insiders" within the meaning of the Securities Exchange Act of 1934 as amended, which sales are effected through any recognized securities exchange. Any modification or amendment to any sublease of any portion of the Premises shall be deemed a further sublease of this Lease.

(b) Request for Consent. If Tenant requests Landlord's consent to a specific assignment or sublease (a "Transfer"), it shall submit in writing to Landlord, not later than thirty (30) days prior to any anticipated Transfer, (i) the name and address of the proposed assignee or subtenant (the "Proposed Transferee"), (ii) a duly executed counterpart of the proposed agreement of assignment or sublease, (iii) reasonably satisfactory information as to the nature and character of the business of the Proposed Transferee, as to the nature and character of its proposed use of the Premises or portion thereof to be sublet, and otherwise responsive to the criteria set forth in Section 14(d) and (iv) banking, financial, or other credit information relating to the Proposed Transferee reasonably sufficient to enable Landlord to reasonably determine the financial responsibility, creditworthiness, and character of the Proposed Transferee, provided that if the Proposed Transferee is a governmental entity, then no information described in item (iv) above shall be required. Tenant agrees to pay to Landlord all reasonable fees, costs and expenses, including, but not limited to, reasonable attorneys' fees and disbursements (not to exceed \$1,500.00 per request), incurred by Landlord in connection with the review of any proposed Transfer within thirty (30) days of Landlord's proper invoice therefor.

(c) Landlord's Options. Landlord shall have the following options to be exercised within fifteen (15) business days from submission of Tenant's request for Landlord's consent to a specific Transfer:

(i) Provided the Proposed Transferee is not a governmental entity, then if Tenant proposes to assign this Lease or sublet all or substantially all of the Premises, Landlord shall have the option to cancel and terminate this Lease as of the proposed commencement date for the transfer, in which case there shall be no further liability for Rent or Additional Rent on behalf of Tenant from and after the date of such termination.

(ii) Provided the Proposed Transferee is not a governmental entity, if any proposed sublease shall be for less than all or substantially all of the Premises, Landlord shall have the option of canceling and terminating this Lease only as to such portion of the Premises covered by the proposed sublease, effective as of the proposed commencement date of the sublease. If Landlord exercises this option, all Rent for the Premises shall be equitably apportioned as of the commencement date of the sublease and Tenant shall not be liable, from the commencement date of such sublease forward, for any Base Rent or Additional Rent applicable to such portion of the Premises which accrues after the commencement date of such sublease.

(d) Landlord's Consent. If Landlord does not elect one (1) of the two (2) options provided in Section 14(c), Landlord shall not unreasonably withhold or delay its consent to a proposed Transfer. It shall not be deemed "unreasonable" for Landlord to withhold its consent to any proposed Transfer for which all of the following conditions have not been established to Landlord's satisfaction:

(i) Except if such Proposed Transferee is a governmental entity (in which event this Section 14(d)(i) shall not apply), the Proposed Transferee has sufficient financial wherewithal to discharge its obligations under this Lease and the proposed agreement of assignment or the sublease, as the case may be and as determined by Landlord's criteria for selecting Building tenants and has a net worth, experience, and reputation which is reasonably acceptable to Landlord.

(ii) The Proposed Transfer shall not, in Landlord's reasonable judgment, cause physical harm to the Building or harm to the reputation of the Building which would result in an impairment of Landlord's ability to lease space in the Building or a diminution in the rental value of space in the Building.

(iii) The proposed use of the Premises by the Proposed Transferee will be a use permitted under this Lease and will not violate any restrictive covenants or exclusive use provisions applicable to Landlord.

(iv) The Proposed Transferee shall not be any person or entity which shall at that time be a tenant, subtenant, or other occupant of any part of the Building or any other building owned by Landlord or its affiliates within a three (3) mile radius of the Building (an "**Affiliate Building**"), or who dealt with Landlord, its affiliate or its agent (directly or through a broker) with respect to space in the Building or an Affiliate Building during the six (6) months immediately preceding Tenant's request for Landlord's consent.

(v) The proposed use of the Premises by the Proposed Transferee will not require alterations or additions to the Premises or the Building Project to comply with applicable law or governmental requirements and will not negatively affect insurance requirements or impose environmental risks.

(vi) Any mortgagee of the Building will consent to the proposed Transfer.

(vii) There shall be no default by Tenant, beyond any applicable grace period, under any of the terms, covenants, and conditions of this Lease at the time that Landlord's consent to any such Transfer is requested and on the date of the commencement of the term of any such proposed Transfer.

(viii) Notwithstanding subsections (i) through (vii) hereof, if the Proposed Transferee is a governmental entity, Landlord shall not unreasonably withhold or delay consent to such Proposed Transferee.

Tenant acknowledges that the foregoing is not intended to be an exclusive list of the reasons for which Landlord may reasonably withhold its consent to a proposed Transfer. Tenant expressly, knowingly, and voluntarily waives any right, claim, or remedy otherwise available to Tenant for money damages (nor shall Tenant claim any money damages by way of set-off, counterclaim, or defense) based upon any claim or assertion by Tenant that Landlord has unreasonably withheld or unreasonably delayed its consent or approval to any proposed Transfer or in any other instance in which Landlord has agreed that its approval or consent will not be unreasonably withheld or delayed. Tenant's sole remedy in such an event shall be to institute an action or proceeding seeking specific performance, injunctive relief, or declaratory judgment.

(e) Overages. If Tenant effects any Transfer, then Tenant thereafter shall pay to Landlord a sum equal to fifty percent (50%) of: (a) the Base Rent, Additional Rent, or any other consideration paid to Tenant by any Proposed Transferee which is in excess of the rent then being paid by Tenant to Landlord under this Lease for the portion of the Premises so assigned or sublet (on a pro-rated, square footage basis), and (b) any other profit or gain (after deducting any necessary expenses incurred) realized by Tenant from the Transfer. The net rent, or other consideration paid to Tenant shall be calculated by deducting from the gross rent, or other consideration reasonable and customary real estate brokerage commissions actually paid by Tenant to third parties, tenant improvement allowances, rent concessions, the actual cost of improvements to the Premises made by Tenant for the transferee, and other direct out-of-pocket costs actually incurred by Tenant in connection with the Transfer (so long as the costs are commercially reasonable and are commonly incurred by landlords in leasing similar space). All sums payable by Tenant pursuant to this Section shall be payable to Landlord as Additional Rent within thirty (30) days after receipt by Tenant of a proper invoice by Landlord.

(f) No Release. Notwithstanding Landlord's consent to any Transfer (other than when the Proposed Transferee is another governmental entity, Tenant shall remain liable to Landlord for the prompt and continuing payment of all forms of Rent payable under this Lease and the performance of all other covenants of this Lease. Consent by Landlord to a Transfer shall not relieve Tenant from the obligation to obtain Landlord's written consent to any further Transfer. If Landlord consents to a Transfer, in no event shall any permitted transferee assign or encumber this Lease or its sublease, or further sublet all or any portion of its sublet space, or otherwise suffer or permit the sublet space or any part thereof to be used or occupied by others, without Landlord's prior written consent in each instance. If this Lease is nevertheless assigned, or the Premises are sublet or occupied by anyone other than Tenant, Landlord may, after a default by Tenant, accept or, at Landlord's option, demand and receive, rent from such assignee, subtenant, or occupant and apply the net amount thereof to the rent reserved in this Lease, but no such assignment, subletting, occupancy, or acceptance of rent shall be deemed a waiver of the requirement for Landlord's consent set forth in this section or constitute a novation or otherwise release Tenant from its obligations under this Lease.

15. TENANT'S INSURANCE COVERAGE:

(a) Required Coverages. Tenant agrees that, at all times during the Lease Term (as well as prior and subsequent thereto if Tenant or any of Tenant's Agents should then use or occupy any portion of the Premises), it will keep in force, with an insurance company licensed to do business in the State of Florida, having a rating of "A-" and a financial class of XI or better by Best's Insurance Key Rating Guide published by A.M. Best Company, (1) without deductible, commercial general liability insurance, including coverage for bodily injury and death, property damage and personal injury and contractual liability as referred to below, in the amount of not less than the amount set forth in the BLI Rider, combined single limit per occurrence for injury (or death) and damages to property, (2) with deductible of not more than Five Thousand Dollars (\$5,000.00), insurance on an "All Risk or Physical Loss" basis, including sprinkler leakage, vandalism, malicious mischief, fire and extended coverage,

covering all improvements to the Premises, fixtures, furnishings, removable floor coverings, equipment, signs and all other decoration or stock in trade, in the amounts of not less than the full replacement value thereof, (3) workmen's compensation and employer's liability insurance, if required by statute and with not less than the maximum statutory limits of coverage, and (4) Business Interruption insurance with Extra Expense on an Actual Loss Sustained basis for Tenant's business operations at the Premises. Such policies will: (i) include Landlord and such other parties as Landlord may reasonably designate as additional insureds, (ii) be considered primary insurance in all respects, without contribution from any other insurance carried by or for the benefit of Landlord, Landlord's managing agent or any other party affiliated with Landlord, (iii) include within the terms of the policy or by contractual liability endorsement coverage insuring Tenant's indemnity obligations under Section 20, and (v) provide that it may not be canceled or changed without at least thirty (30) days prior written notice from the company providing such insurance to each party insured thereunder. From time to time during the Lease Term, the aforementioned policy limits may be increased by Landlord to the prevailing level customarily carried with respect to similar properties in the County in which the Building is located and the surrounding area. Notwithstanding anything to the contrary contained herein, if and for so long as Tenant is a governmental entity, Tenant shall be permitted to self-insure under the provisions of Fla. Stat. §768.28(16), as same may be amended from time to time for commercial general liability coverage, without deductibles, "All Risk" property insurance, workmen's compensation and employer's liability coverage. As a governmental entity, Business Interruption insurance is not required.

(b) Policy Requirements. The insurance coverages to be provided by Tenant will be for a period of not less than one year. At least fifteen (15) days prior to the Lease Commencement Date, Tenant will deliver to Landlord original certificates of all such paid-up insurance; thereafter, at least fifteen (15) days prior to the expiration of any policy Tenant will deliver to Landlord such original certificates as will evidence a paid-up renewal or new policy to take the place of the one expiring. If and for so long as Tenant is a governmental entity self-insuring as provided above, Tenant shall, upon request by Landlord, supply Landlord with written certification of self-insurance under Fla. Stat. §768.28(16), as same may be amended from time to time.

16. LANDLORD'S INSURANCE COVERAGE:

(a) Required Coverages. Landlord will at all times during the Lease Term maintain a policy or policies of insurance insuring the Building against loss or damage by fire, explosion or other hazards and contingencies typically covered by insurance for an amount acceptable to the mortgagees encumbering the Building. Landlord reserves the right to self-insure. The cost of any such policies of insurance maintained by Landlord shall be included in Operating Expenses hereunder.

(b) Tenant not to Affect Landlord's Insurance Coverages. Tenant will not do or permit anything to be done upon or bring or keep or permit anything to be brought or kept upon the Premises which will increase Landlord's rate of insurance on the Building. If by reason of the failure of Tenant to comply with the terms of this Lease, or by reason of Tenant's manner of occupancy (even though permitted or contemplated by this Lease), the insurance rate shall at any time be higher than it would otherwise be, Tenant will reimburse Landlord for that part of all insurance premiums charged because of such violation or occupancy by Tenant. Tenant agrees to comply with any reasonable requests or recommendation made by Landlord's insurance underwriter inspectors within industry standards.

17. SUBROGATION:

(a) Mutual Waiver of Subrogation. Each party will look first to any insurance in its favor before making any claim against the other party for recovery for loss or damage resulting from fire or other casualty, and to the extent that such insurance is in force and collectible. To the extent permitted

by law, each of Landlord and Tenant hereby waives and releases all rights of subrogation under their respective all-risk casualty insurance policies required under this Lease. Each of Landlord and Tenant will cause each such insurance policy to be properly endorsed to evidence such waiver and release of subrogation in favor of Landlord.

(b) Tenant's Improvements and Personal Property. Tenant acknowledges that Landlord will not carry insurance on improvements, furniture, furnishings, trade fixtures, equipment installed in or made to the Premises by or for Tenant, and Tenant agrees that Tenant, and not Landlord, will be obligated to promptly repair any damage thereto or replace the same.

18. DAMAGE OR DESTRUCTION BY CASUALTY:

(a) Termination. If by fire or other casualty the Premises are totally damaged or destroyed, or the Building is partially damaged or destroyed to the extent of twenty-five per cent (25%) or more of the replacement cost thereof (even though the Premises may not be damaged), Landlord will have the option of terminating this Lease or any renewal or extension thereof by serving written notice upon Tenant within one hundred and eighty (180) days from the date of the casualty with such termination date being retroactive to the date of the casualty, damage or destruction and any prepaid Rent will be prorated as of the date of destruction and the unearned portion of such Rent will be refunded to Tenant without interest.

(b) Election for Restoration. If, by fire or other casualty, the Premises are damaged or partially destroyed to the extent of twenty-five per cent (25%) or more of the replacement cost thereof and the provisions of Section 18(a) above are not applicable, then (i) if the unexpired Lease Term is less than two (2) years, excluding any theretofore unexercised renewal option, Landlord may either terminate this Lease by serving written notice upon Tenant within ninety (90) days of the date of destruction, in which case the date of termination shall be retroactive to the date of casualty, damage or destruction or Landlord may elect to restore the Premises, or (ii) if the unexpired Lease Term is more than two years, including any previously exercised renewal option, Landlord will restore the Premises.

(c) Less than Major Damage. If, by fire or other casualty, the Premises are damaged or partially destroyed to the extent of less than twenty-five percent (25%) of the replacement cost thereof and the unexpired Lease Term, including any previously exercised renewal option is more than two years and the provisions of Section 18(a) above are not applicable, then Landlord will restore the Premises.

(d) Apportionment of Rent. In the event of restoration by Landlord, all Rent paid in advance shall be apportioned as of the date of damage or destruction and all such Rent as above described thereafter accruing shall be equitably and proportionately adjusted according to the nature and extent of the destruction or damage, pending substantial completion of rebuilding, restoration or repair. In the event the destruction or damage is so extensive as to make it unfeasible for Tenant to conduct Tenant's business in the Premises, Rent under this Lease will be completely abated until the Premises are substantially restored by Landlord or until Tenant resumes use and occupancy of the Premises, whichever shall first occur. Landlord will not be liable for any damage to or any inconvenience or interruption of business of Tenant or any of Tenant's Agents occasioned by fire or other casualty.

(e) Restoration. Restoration, rebuilding or repairing will be at Landlord's sole cost and expense, subject to the availability of applicable insurance proceeds. Landlord shall have no duty to restore, rebuild or replace Tenant's personal property and trade fixtures. Notwithstanding anything to the contrary in this Lease, including, but not limited to this Section 18, Landlord's obligation(s) to repair, rebuild or restore the Building or the Premises shall exist only to the extent of insurance proceeds

received by Landlord in connection with the condition or event which gave rise to Landlord's obligation to repair, rebuild or restore.

19. CONDEMNATION AND EMINENT DOMAIN:

(a) Substantial Taking. If all or a substantial part of the Premises are taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain or by purchase in lieu thereof, and the taking would prevent or materially interfere with the use of the Premises for the purpose for which they are then being used, this Lease will terminate and the Rent will be abated during the unexpired portion of this Lease effective on the date physical possession is taken by the condemning authority. Tenant will have no claim to the condemnation award with respect to the leasehold estate, but may make a separate claim for trade fixtures installed in the Premises by and at the expense of Tenant, and Tenant's moving expenses, provided that any such claim by Tenant shall in no way affect any portion of any award to which Landlord or the holder of any mortgage affecting the Premises or the Building shall otherwise be entitled to receive.

(b) Less Than Substantial Taking. In the event a portion of the Premises is taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain or by purchase in lieu thereof, and this Lease is not terminated as provided in Section 19(a) above, Landlord may, at Landlord's expense, restore the Premises to the extent necessary to make them reasonably tenantable. The Rent payable under this Lease during the unexpired portion of the Lease Term shall be adjusted to such an extent as is fair and reasonable under the circumstances. Tenant shall have no claim to the condemnation award with respect to the leasehold estate but, in a subsequent, separate proceeding, may make a separate claim for trade fixtures installed in the Premises by and at the expense of Tenant and Tenant's moving expense; provided, however, that any such claim shall in no way affect any portion of any award which the Landlord or the holder of any mortgage affecting the Premises or the Building shall be entitled to receive. In no event will Tenant have any claim for the value of the unexpired Lease Term.

(c) Taking Affecting Building. Notwithstanding the foregoing, even if the Premises are not affected in whole or in part by a taking, Landlord will have the right to terminate this Lease upon ninety (90) days prior written notice to Tenant if a material portion of the Building is taken by condemnation or eminent domain proceedings. Upon any such termination, Landlord and Tenant will each be released from all further liability under this Lease.

(d) Temporary Taking. If the temporary use or occupancy of all or any part of the Premises shall be taken during the Lease Term, Tenant shall be entitled, except as hereinafter set forth, to receive that portion of the award or payment for such taking which represents compensation for the use and occupancy of the Premises, for the taking of the Tenant's property and for moving expenses, and Landlord shall be entitled to receive that portion which represents reimbursement for the cost of restoration of the Premises. This Lease shall be and remain unaffected by such taking and Tenant shall continue to be responsible for all of its obligations hereunder insofar as such obligations are not affected by such taking and shall continue to pay the Rent in full when due. If the period of temporary use or occupancy shall extend beyond the Expiration Date, that part of the award or payment which represents compensation for the use and occupancy of the Premises (or a part thereof) shall be divided between Landlord and Tenant so that Tenant shall receive (except as otherwise provided below) so much thereof as represents compensation for the period up to and including the Expiration Date and Landlord shall receive so much thereof as represents compensation for the period after the Expiration Date.

20. LIMITATION OF LANDLORD'S LIABILITY; INDEMNIFICATION:

(a) Tenant's Personal Property. All personal property placed or moved into the Building will be at the sole risk of Tenant or other owner. Landlord will not be liable to Tenant or others for any damage to person or property arising from **Environmental Complaints** (as hereafter defined), theft, vandalism, HVAC malfunction, the bursting or leaking of water pipes, any act or omission of any cotenant or occupant of the Building or of any other person, or otherwise, unless caused by the grossly negligent or willful misconduct of Landlord.

(b) Limitation of Liability. Notwithstanding any contrary provision of this Lease: (i) Tenant will look solely (to the extent insurance coverage is not applicable or available) to the interest of Landlord (or its successor as Landlord hereunder) in the Building for the satisfaction of any judgment or other judicial process requiring the payment of money as a result of any negligence or breach of this Lease by Landlord or its successor or of Landlord's managing agent (including any beneficial owners, partners, corporations and/or others affiliated or in any way related to Landlord or such successor or managing agent) and neither Landlord nor any of its agents, shareholders, officers, directors, partners, principals (disclosed or non-disclosed) or affiliates shall have any personal liability hereunder of any kind, and (ii) Tenant's sole right and remedy in any action or proceeding concerning Landlord's reasonableness (where the same is required under this Lease) will be an action for declaratory judgment or specific performance or both.

(c) Indemnity. With reservation of all rights under Article VII, Section 10, Pledging Credit, Florida Constitution (1968, as amended or revised from time to time), only to the extent specified in and subject to the limitations specified in Section 768.28, Florida Statutes (2016), as may be amended or revised, Tenant agrees to indemnify and hold harmless Landlord from and against actions at law to recover damages in tort for money damages for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the Tenant while acting within the scope of the employee's office or employment under circumstances in which Tenant, if a private person, would be liable to the claimant, in accordance with the general laws of the State of Florida. The foregoing sentence does not serve as a waiver of Tenant's sovereign immunity or of any other legal defense available to Tenant. Tenant will reimburse Landlord within thirty (30) days after delivery of a proper invoice therefor, for all costs incurred by Landlord in the enforcement of any provisions of this Lease and/or the collection of any sums due to Landlord under this Lease, including collection agency fees, and reasonable attorneys' fees and costs, regardless of whether litigation is commenced, and through all appellate actions and proceedings if litigation is commenced. Tenant's obligations pursuant to the foregoing indemnity shall survive the expiration or sooner termination of the Lease Term.

21. COMPLIANCE WITH ENVIRONMENTAL LAWS AND PROCEDURES:

(a) Hazardous Waste. "**Hazardous Waste**" shall mean toxic or hazardous waste, pollutants or substances, including, without limitation, bio hazardous materials, medical waste, asbestos, PCBs, petroleum products and by-products, substances defined or listed as "hazardous substance", "toxic substance", "toxic pollutant", or similarly identified substance or mixture, in or pursuant to any "Environmental Law". "**Environmental Law**" shall include, but is not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. § 5101, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §6901, et seq., the Toxic Substance Control Act of 1976, as amended, 15 U.S.C. § 2601, et seq., and the Clean Water Act, 33 U.S.C. § 1251 et seq., as amended. The term "**Environmental Law**" also includes, but is not limited to, any present and then applicable federal, state

and local laws, statutes, ordinances, rules, regulations and the like, as well as common law or other approval of a governmental authority relating to compliance with Environmental Law by the Premises requiring notification or disclosure of releases of Hazardous Waste to any governmental authority or other person or entity, imposing environmental conditions or requirements in connection with permits or other authorization for lawful activity at the Premises.

(b) Tenant's Covenants. Tenant shall not manufacture or dispose of any Hazardous Waste at the Premises or store or use any Hazardous Waste at the Premises in such quantities, concentrations, forms or levels, or otherwise in a manner which is in violation of any applicable Environmental Laws. Tenant shall comply with all Environmental Laws and other ordinances and regulations applicable to the Premises, and, except to the extent caused by Landlord, Tenant shall promptly comply with all governmental orders and directives for the correction prevention and abatement of any violations or nuisances in or upon, or connected with, the Premises, all at Tenant's sole cost and expense. To the extent that Tenant generates any medical or biohazardous waste in conjunction with Tenant's use of the Premises, Tenant, at Tenant's sole cost and expense, shall, prior to commencement of such generation: (i) advise Landlord in writing of such generation of medical or biohazardous waste, and (ii) obtain and maintain throughout the Lease Term a service contract with a duly licensed medical or biohazardous waste transportation and disposal company. Copies of such service contract shall be provided to Landlord each year during the Lease Term.

(c) Indemnification by Tenant.

(i) Environmental Contamination. With reservation of all rights under Article VII, Section 10, Pledging Credit, Florida Constitution (1968, as amended or revised from time to time), , with respect to, or as a direct result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from the Premises of any Hazardous Waste, only to the extent specified in and subject to the limitations specified in Section 768.28, Florida Statutes (2016), as may be amended or revised, Tenant agrees to indemnify and hold harmless Landlord from and against actions at law to recover damages in tort for money damages for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the Tenant while acting within the scope of the employee's office or employment under circumstances in which Tenant, if a private person, would be liable to the claimant, in accordance with the general laws of the State of Florida. The foregoing sentence does not serve as a waiver of Tenant's sovereign immunity or of any other legal defense available to Tenant.

(ii) Continuing Indemnification. The aforesaid indemnification and hold harmless agreement shall benefit Landlord from the date hereof and shall continue notwithstanding any termination this Lease and, without limiting the generality of the foregoing such obligations shall continue for the benefit of Landlord throughout the applicable statute of limitations periods and no further.

(iii) Notice of Environmental Complaint. If Tenant shall receive any notice of: (1) the happening of any event involving the spill, release, leak, seepage, discharge or cleanup of any Hazardous Waste at the Premises or in connection with Tenant's operations thereon; or (2) any complaint, order, citation or notice with regard to air emissions, water discharges or any other environmental, health or safety matter affecting Tenant (an "**Environmental Complaint**") regarding the Premises or the Building from any person or entity, then Tenant immediately shall notify Landlord orally and in writing of said notice.

(d) Landlord's Reserved Rights. Landlord shall have the right but not the obligation (and without limitation of Landlord's rights under this Lease) to enter onto the Premises or to take such other actions as it shall deem necessary or advisable to clean up, remove, resolve or minimize the impact of, or otherwise deal with, any such Hazardous Waste or Environmental Complaint following receipt of any notice from any person or entity having jurisdiction asserting the existence of any Hazardous Waste or an Environmental Complaint pertaining to the Premises or any part thereof which, if true, could result in an order, suit or other action against Tenant and/or which, in Landlord's sole opinion, could jeopardize its security under this Lease. All reasonable costs and expenses incurred by Landlord in the exercise of any such rights shall be payable by Tenant within thirty (30) days after receipt of proper invoice, as Additional Rent.

(e) Environmental Audits. If Landlord shall have good reason to believe that Hazardous Waste has been discharged on the Premises by Tenant, its employees or licensees, Landlord shall have the right, in its sole discretion, to require Tenant to perform periodically to Landlord's satisfaction (but not more frequently than annually unless an Environmental Complaint shall be then outstanding), at Tenant's expense, an environmental audit and, if deemed necessary by Landlord, an environmental risk assessment of: (a) the Premises; (b) Hazardous Waste management practices and/or (c) Hazardous Waste disposal sites used by Tenant. Said audit and/or risk assessment must be by an environmental consultant reasonably satisfactory to Landlord. Should Tenant fail to perform any such environmental audit or risk assessment within thirty (30) days after Landlord's request, Landlord shall have the right to retain an environmental consultant to perform such environmental audit or risk assessment. All reasonable costs and expenses incurred by Landlord in the exercise of such rights shall be secured by this Lease and shall be payable by Tenant within thirty (30) days after receipt of a proper invoice as Additional Rent.

(f) Breach. Any breach of any warranty, representation or agreement contained in this Section shall be an Event of Default and shall entitle Landlord to exercise any and all remedies provided in this Lease or otherwise permitted by law.

(g) Radon Gas. In accordance with Florida Law, the following disclosure is hereby made:

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

22. COMPLIANCE WITH LAWS AND PROCEDURES: Landlord will promptly comply with all applicable laws, guidelines, rules, regulations and requirements, whether of federal, state, or local origin, applicable to the Common Areas of the Building, including those for the correction, prevention and abatement of nuisance, unsafe conditions, or other grievances arising from or pertaining to the use or occupancy of the Common Areas. Tenant will promptly comply with all applicable laws, guidelines, rules, regulations and requirements, whether of federal, state, or local origin, applicable to the Premises and the Building, including those for the correction, prevention and abatement of nuisance, unsafe conditions, or other grievances arising from or pertaining to the use or occupancy of the Premises. Accordingly, Tenant agrees that Tenant and Tenant's Agents, acting within the course and scope of their duties, shall comply with all operation and maintenance programs and guidelines implemented or promulgated from time to time by Landlord or its consultants in order to reduce the risk to Tenant, Tenant's Agents or any other tenants of the Building of injury from Environmental Complaints.

Notwithstanding the foregoing, except for changes and alterations to the Building and Premises necessitated due to (a) Alterations performed by Tenant, (b) Tenant's specific use of the Premises, and/or (c) the negligent acts or omissions or willful misconduct of Tenant or Tenant's officers, employees or contractors acting within the course and scope of their duties, Landlord shall be responsible for those changes and alterations to the Building required by any applicable federal, state and local laws, guidelines, rules, regulations and requirements related to handicap access, which changes Landlord has received written demand from the applicable governmental authority that they are in need of being made, including, without limitation, the federal Americans with Disabilities Act. In the event such changes are required due to Alterations performed by Tenant, Tenant's specific use or occupancy of the Premises and/or the negligent acts or omissions or willful misconduct of Tenant or Tenant's officers, employees or contractors acting within the course and scope of their duties, any such changes, either within the Premises or at the Building shall be performed by Landlord at Tenant's sole cost and expense.

23. RIGHT OF ENTRY: Landlord and its agents will have the right to enter the Premises during all reasonable hours to make necessary repairs to the Premises. In the event of an emergency posing an imminent threat to personal safety or property damage, Landlord or its agents may enter the Premises at any time, without notice, to appraise and correct the emergency condition(s) posing an imminent threat to personal safety or property damage. Said right of entry will, after reasonable notice, likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions which do not conform to this Lease. Landlord or its agents will have the right to exhibit the Premises (a) to prospective purchasers and/or lenders from time to time and at any time throughout the Lease Term, and (b) to prospective tenants at any time within twelve (12) months before the Expiration Date of this Lease. Tenant may elect to have a representative of Tenant accompany Landlord during any period of access by Landlord to the Premises pursuant to this Section; provided, however, that the presence of any such representative shall in no event be required in order for Landlord to exercise the rights set forth above in the event of emergency conditions which place persons or property in imminent threat of injury or damage.

24. DEFAULT:

(a) Events of Default. If (1) Tenant vacates or abandons the Premises prior to the Expiration Date in contravention of the terms and provisions of this Lease, or (2) Tenant fails to fulfill any of the terms or conditions of this Lease, or (3) any execution or attachment is issued against Tenant or taken or occupied by someone other than Tenant, or (4) Tenant or any of its successors or assigns or any guarantor of this Lease ("Guarantor") should file any voluntary petition in bankruptcy, reorganization or arrangement, or an assignment for the benefit of creditors or for similar relief under any present or future statute, law or regulation relating to relief of debtors, or (5) Tenant or any of its successors or assigns or any Guarantor should be adjudicated bankrupt or have an involuntary petition in bankruptcy filed against it, or (6) Tenant shall permit, allow or suffer to exist any lien, judgment, writ, assessment, charge, attachment or execution upon Landlord's or Tenant's leasehold interest in the Premises, and/or the fixtures, improvements and furnishings located thereon; then, Tenant shall be in default hereunder.

(b) Tenant's Grace Periods. If (1) Tenant fails to pay Rent on the date due, or (2) Tenant fails to cure any other default within thirty (30) days after written notice from Landlord specifying the nature of such default (unless such default is of a nature that it cannot be completely cured within said thirty (30) day period and steps have been diligently commenced to cure or remedy it within such thirty (30) day period and are thereafter pursued with reasonable diligence and in good faith), then Landlord shall have such remedies as are provided under this Lease and/or under the laws of the State of Florida.

(c) Repeated Late Payment. Regardless of the number of times of Landlord's prior acceptance of late payments and/or late charges, (i) if Landlord notifies Tenant two (2) times in any 12-month period that Base Rent has not been paid when due, then any other late payment within such 12-month period shall automatically constitute a default hereunder and (ii) the mere acceptance by Landlord of late payments in the past shall not, regardless of any applicable laws to the contrary, thereafter be deemed to waive Landlord's right to strictly enforce this Lease, including Tenant's obligation to make payment of Rent on the exact day same is due, against Tenant.

25. LANDLORD'S REMEDIES FOR TENANT'S DEFAULT:

(a) Landlord's Options. If Tenant is in default of this Lease beyond the expiration of any applicable grace or cure period, Landlord may, at its option, in addition to such other remedies as may be available under Florida law:

(i) terminate this Lease and Tenant's right of possession; or

(ii) terminate Tenant's right to possession but not the Lease and/or proceed in accordance with any and all provisions of Section 25(b) below.

(b) Landlord's Remedies.

(i) Landlord may, without further notice (unless required by applicable law), lawfully reenter the Premises and dispossess Tenant by summary proceedings or otherwise, as well as the legal representative(s) of Tenant and/or other occupant(s) of the Premises, and remove their effects and hold the Premises as if this Lease had not been made; and/or at Landlord's option,

(ii) All Rent for the balance of the Term will, at the election of Landlord, be accelerated and the full amount of same shall become immediately due thereupon and be paid, together with all expenses of every nature which Landlord may have incurred such as (by way of illustration and not limitation) those for attorneys' fees, brokerage, advertising, and refurbishing the Premises in good order or preparing them for re-rental; and/or at Landlord's option,

(iii) Landlord may (but shall not be required to) re-let the Premises or any part thereof, either in the name of Landlord or otherwise, for a term or terms which may at Landlord's option be less than or exceed the period which would otherwise have constituted the balance of the Lease Term, and may grant concessions or free rent or charge a higher rental than that reserved in this Lease; and/or at Landlord's option,

(iv) Tenant or its legal representative(s) will also pay to Landlord as liquidated damages any deficiency between the Rent hereby reserved and/or agreed to be paid and the net amount, if any, of the rents collected on account of the lease or leases of the Premises for each month of the period which would otherwise have constituted the balance of the Lease Term.

(v) In connection with an Event of Default by Tenant hereunder, Landlord shall have the right to seek any and all remedies provided herein and/or such other remedies as may be available pursuant to applicable Florida law; provided, however, that, with respect to the remedies set forth in subsections (ii) and (iv) above, Landlord shall only be entitled to enforce one such remedy at any given time (e.g., Landlord shall not be entitled to enforce both a deficiency judgment and an acceleration remedy simultaneously, however Landlord shall, by way of example and not limitation, be entitled to enforce a deficiency judgment and subsequently seek and enforce its acceleration remedy).

26. LANDLORD'S RIGHT TO PERFORM FOR TENANT'S ACCOUNT: If Tenant fails to observe or perform any term or condition of this Lease within the grace period, if any, applicable thereto, then Landlord may immediately or at any time thereafter perform the same for the account of Tenant. If Landlord makes any expenditure or incurs any obligation for the payment of money in connection with such performance for Tenant's account (including reasonable attorneys' fees and costs in instituting, prosecuting and/or defending any action or proceeding through appeal), the reasonable sums paid or obligations incurred, with interest at the Default Interest Rate, will be paid by Tenant to Landlord, as Rent, within thirty (30) days after rendition of a proper invoice to Tenant. In the event Tenant or Tenant's employees or agents acting within the course and scope of their duties in the performance or non-performance of any term or condition of this Lease should cause an emergency situation involving an imminent threat to any person or property to occur or arise within the Premises or in the Building, Landlord will have all rights set forth in this paragraph immediately without the necessity of providing Tenant any further advance notice.

27. LIENS:

(a) Statutory Construction Lien Notice. In accordance with the applicable provisions of the Florida Construction Lien Law and specifically Florida Statutes, § 713.10, no interest of Landlord whether personally or in the Premises, or in the underlying land or Building of which the Premises are a part or the leasehold interest aforesaid shall be subject to liens for improvements made by Tenant or caused to be made by Tenant hereunder. Further, Tenant acknowledges that Tenant, with respect to improvements or alterations made by Tenant or caused to be made by Tenant hereunder, shall promptly notify the contractor making such improvements to the Premises of this provision exculpating Landlord's liability for such liens.

(b) No Liens. Notwithstanding the foregoing, if any construction lien or other lien, attachment, judgment, execution, writ, charge or encumbrance is filed against the Building or the Premises or this leasehold, or any alterations, fixtures or improvements therein or thereto, as a result of any work action or inaction done by or at the direction of Tenant or any of Tenant's Agents, Tenant will discharge same of record within thirty (30) days after the filing thereof, failing which Tenant will be in default under this Lease. In such event, without waiving Tenant's default, Landlord, in addition to all other available rights and remedies, without further notice, may discharge the same of record by payment, bonding or otherwise, as Landlord may elect, and upon request Tenant will reimburse Landlord for all costs and expenses so incurred by Landlord plus interest thereon at the Default Interest Rate.

(c) [INTENTIONALLY OMITTED].

28. NOTICES: Notices to Tenant under this Lease will be addressed to Tenant and mailed or delivered to the address set forth for Tenant in the BLI Rider. Notices to Landlord under this Lease (as well as the required copies thereof) will be addressed to Landlord (and its agents) and mailed or delivered to the address set forth in the BLI Rider. Any such notices shall, unless otherwise provided herein, be given or served (i) by depositing the same in the United States mail, postage paid, certified and addressed to the party to be notified, with return receipt requested, (ii) by overnight delivery using a nationally recognized overnight courier, or (iii) by personal delivery. Notice deposited in the mail in the manner hereinabove described shall be effective on the third (3rd) business day after such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified between the hours of 8:00 a.m. and 5:00 p.m. of any business day with delivery made after such hours to be deemed received the following business day. Each party may change its address from time to time by written notice given to the other as specified above. A party's attorney may deliver a notice on behalf of such party.

29. MORTGAGE; SUBORDINATION:

(a) Mortgage of the Building. Landlord has the unrestricted right to convey, mortgage and refinance the Building, or any part thereof.

(b) Subordination. This Lease is and at all times will be subject and subordinate to all present and future mortgages or ground leases which may affect the Building and/or the parking areas and to all recastings, renewals, modifications, consolidations, replacements, and extensions of any such mortgage(s), and to all increases and voluntary and involuntary advances made thereunder. The foregoing will be self-operative and no further instrument of subordination will be required. Tenant hereby agrees to give any holder of any first mortgage on the Building, by registered or certified mail, a copy of any default notice served upon Landlord by Tenant provided Landlord has provided to Tenant advance written notice of the name and address of such first mortgage holder.

(c) Attornment. If any mortgagee of the Building comes into possession or ownership of the Premises, or acquires Landlord's interest by foreclosure of the mortgage or otherwise, upon the mortgagee's request Tenant will attorn to such mortgagee.

(d) Mortgagee Provisions. In addition to all of Landlord's rights and remedies and all other provisions of this Lease, Tenant agrees to the following: (a) in the event of foreclosure, to attorn to the new owner in such foreclosure as successor landlord hereunder; (b) to grant Landlord's mortgagee the right to subordinate the lien of its mortgage to this Lease by filing a notice of subordination with the Clerk of the Circuit Court of Broward County at any time before the mortgagee conducts a foreclosure sale pursuant to the mortgage; (c) to be obligated under this Lease to which the lien of the mortgage has been so subordinated to attorn to a new owner; (d) to relieve the new owner from responsibility for accrued liabilities of Landlord hereunder; (e) to relieve the new owner from the obligation to cure existing defaults, other than defaults of a continuing nature of which Landlord's mortgagee has received written notice, and in respect of which Tenant has afforded the mortgagee a reasonable time period following such notice in which to cure such default(s); (f) to relieve the new owner from the obligation to return any security deposit not actually received by the Landlord's mortgagee or the other new owner; (g) that the new owner shall not be bound by rents paid by Tenant for more than one month in advance, or by leasing actions taken by Landlord, unless such rents have been paid, or such leasing actions have been taken, in compliance with the terms of that certain Assignment of Leases and Rents executed by Landlord in favor of mortgagee; (h) provided Landlord has provided Tenant the lender's name and address, to provide the lender with written notice of Landlord's default and a reasonable opportunity to cure the default before exercising its right to terminate this Lease, if any; (i) to repair any damages incidental to the removal of trade fixtures, office furniture or office equipment owned by Tenant; and (j) to pay Rent to mortgagee upon notice from the mortgagee that Landlord's license to collect the Rents has been revoked, which payment Landlord hereby authorizes.

(e) SNDA. Landlord shall use commercially reasonable efforts to obtain for the benefit of Tenant from any current or future mortgagee of the real property upon which the Building is located a subordination, non-disturbance and attornment agreement ("SNDA"), on such mortgagee's standard form. Landlord shall be responsible for the payment of any charges imposed by Landlord's mortgagee in connection with the mere issuance of such an SNDA, and Tenant shall be solely responsible for the payment of any charges imposed by Landlord's mortgagee in connection with the negotiation of such an SNDA. In the event Tenant fails to pay such charges within thirty (30) days of proper invoice therefor, then Landlord shall have the right to pay such charges on behalf of Tenant and deduct such amount from the Allowance or otherwise include such charges as Additional Rent hereunder. If such an SNDA is presented to Tenant, Tenant agrees to execute and deliver same to all appropriate parties within thirty (30) days following receipt thereof, provided the SNDA does not amend any material terms or

conditions of this Lease. In the event Landlord is unable to obtain an SNDA in favor of Tenant, this Lease shall continue in full force, pursuant to all of its terms (including, without limitation, those terms set forth in Sections 29(a) through (d), above).

30. ESTOPPEL CERTIFICATES:

(a) Estoppel Certificate. Provided the form estoppel certificate does not contain any amendments of the material terms and conditions of the Lease, Tenant agrees that within twelve (12) business days after request by Landlord, prospective purchaser or any mortgagee or prospective of the Building, Tenant will execute, acknowledge and deliver to such party a notice in form and substance satisfactory to such party, setting forth such information may be reasonably required with respect to this Lease and/or the Premises. If for any reason Tenant does not timely comply with the provisions of this Section, Tenant will be deemed to have confirmed that this Lease is in full force and effect and Landlord shall be entitled to submit a certification to the party requesting same attesting to the foregoing.

31. TRANSFER BY LANDLORD: If Landlord's interest in the Building terminates by reason of a bonafide sale or other transfer, Landlord will thereupon be released from all liability to Tenant under this Lease which arises from and after the date of such transfer.

32. SURRENDER OF PREMISES; HOLDING OVER:

(a) Expiration Date. Tenant agrees to surrender the Premises to Landlord on the Expiration Date (or sooner termination of the Lease Term pursuant to other applicable provisions hereof) broom clean (with all Tenant's personal property and equipment removed) and in as good condition as they were at the commencement of Tenant's occupancy, ordinary wear and tear, and damage by fire and windstorm excepted. Any property of Tenant, or any subtenant or occupant, which shall remain in or on the Premises after the termination of this Lease may, at the option of Landlord and without notice to Tenant, be deemed to have been abandoned by such Tenant, subtenant or occupant, and may either be retained by Landlord as its property or be disposed of, without accountability to Tenant or any subtenant or occupant, in such manner as Landlord may see fit.

(b) Restoration. In all events, Tenant will promptly restore all damage caused in connection with any removal of Tenant's personal property. Tenant will pay to Landlord, upon request, all damages that Landlord may suffer on account of Tenant's failure to surrender possession as and when aforesaid.

(c) Improvements. Should Tenant install or cause to be installed fixtures, trade fixtures or any Tenant improvements (which such fixtures, trade fixtures or Tenant improvements are attached to the Premises in such a manner that significant damage to the Premises would be suffered upon removal), Landlord shall have the option of retaining same or requiring Tenant to remove same prior to surrender of the Premises, specifically including, without limitation, any and all telecommunications and/or data transmission systems, wiring and equipment, including all wiring, cables, conduits and related fixtures or installations. Should Landlord elect to cause Tenant to remove such items, the cost of removal of same, upon Landlord's election and notice to Tenant, shall be at Tenant's sole cost and expense. Landlord has no obligation to compensate Tenant for any items which are required hereunder to remain on or with the Premises.

(d) Holdover Rent. Without limiting Landlord's rights and remedies set forth in this Lease, in the event of holding over by Tenant after the expiration of the Lease Term or other termination of this Lease or in the event Tenant continues to occupy the Premises after the termination of Tenant's right of possession pursuant to Section 25 above, occupancy of the Premises subsequent to such

termination or expiration shall be that of a tenancy at sufferance and in no event for month-to-month or year-to-year, but Tenant shall, throughout the entire holdover period, be subject to all the terms and provisions of this Lease and shall pay for its use and occupancy an amount (on a per month basis without reduction for any partial months during any such holdover) equal to (i) 150% of the sum of the Base Rent and Additional Rent due for the period immediately preceding such holding over, with respect to the first month of such holding over, and (ii) 200% of the sum of the Base Rent and Additional Rent due for the period immediately preceding such holding over, with respect to the second and each subsequent month of such holding over, and further provided that in no event shall Base Rent and Additional Rent during the holdover period be less than the fair market rental for the Premises. No holding over by Tenant or payments of money by Tenant to Landlord after the expiration of the term of this Lease shall be construed to extend the Lease Term or prevent Landlord from recovery of immediate possession of the Premises in accordance with Part I of Chapter 83, Florida Statutes, as same may be amended from time to time. In addition to the obligation to pay the amounts set forth above during any such holdover period, Tenant also shall be liable to Landlord for all damages incurred by Landlord, specifically including any consequential damages, which Landlord may suffer by reason of any holding over by Tenant for more than thirty (30) days after the expiration or sooner termination of this Lease, and, with reservation of all rights under Article VII, Section 10, Pledging Credit, Florida Constitution (1968, as amended or revised from time to time), with respect to claims made by any other tenant or prospective tenant against Landlord for delay by Landlord in delivering possession of the Premises to such other tenant or prospective tenant, only to the extent specified in and subject to the limitations specified in Section 768.28, Florida Statutes (2016), as may be amended or revised, Tenant agrees to indemnify and hold harmless Landlord from and against actions at law to recover damages in tort for money damages for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the Tenant while acting within the scope of the employee's office or employment under circumstances in which Tenant, if a private person, would be liable to the claimant, in accordance with the general laws of the State of Florida. The foregoing sentence does not serve as a waiver of Tenant's sovereign immunity or of any other legal defense available to Tenant.

(e) Offer of Surrender. No offer of surrender of the Premises, by delivery to Landlord or its agent of keys to the Premises or otherwise, will be binding on Landlord unless accepted by Landlord, in writing, specifying the effective surrender of the Premises. At the expiration or termination of the Lease Term, Tenant shall deliver to Landlord all keys to the Premises and make known to Landlord the location and combinations of all locks, safes and similar items.

33. NO WAIVER; CUMULATIVE REMEDIES: No waiver of any provision of this Lease by either party will be deemed to imply or constitute a further waiver by such party of the same or any other provision hereof. The rights and remedies of Landlord under this Lease or otherwise are cumulative and are not intended to be exclusive and the use of one will not be taken to exclude or waive the use of another, and Landlord will be entitled to pursue all rights and remedies available to landlords under the laws of the State of Florida. Landlord, in addition to all other rights which it may have under this Lease, hereby expressly reserves all rights in connection with the Building or the Premises not expressly and specifically granted to Tenant under this Lease and Tenant hereby waives all claims for damages, loss, expense, liability, eviction or abatement it has or may have against Landlord on account of Landlord's exercise of its reserved rights, including, but not limited to, Landlord's right to alter the existing name, address, style or configuration of the Building or the common areas, signage, suite identifications, parking facilities, lobbies, entrances and exits, elevators and stairwells, provided that none of the foregoing exercise of reserved rights is in derogation of Tenant's rights of access to and quiet enjoyment of the Premises. No waiver by Landlord or Tenant of any breach by the other of any of the terms, covenants, agreements or conditions of this Lease shall be effective unless such waiver is contained in a writing subscribed by the waiving party and no such waiver shall be deemed to constitute a waiver of any succeeding breach thereof, or a waiver of any breach of any of the other terms, covenants, agreements or

conditions herein contained. Except with respect to damages set forth in Section 32(d) hereof, neither party shall be liable to the other for any lost profits, incidental, special, exemplary, punitive, indirect or other consequential damages.

34. WAIVER OF JURY TRIAL: TO THE EXTENT PERMITTED BY LAW, LANDLORD AND TENANT HEREBY WAIVE: (A) JURY TRIAL IN ANY ACTION OR PROCEEDING REGARDING A MONETARY DEFAULT BY TENANT AND/OR LANDLORD'S RIGHT TO POSSESSION OF THE PREMISES, AND (B) IN ANY ACTION OR PROCEEDING BY LANDLORD FOR MONIES OWED BY TENANT AND/OR POSSESSION OF THE PREMISES, THEN TENANT WAIVES THE RIGHT TO INTERPOSE ANY CROSSCLAIM OR COUNTERCLAIM (EXCEPT A COMPULSORY CROSSCLAIM OR COUNTERCLAIM IF THE SAME IS PROVIDED FOR PURSUANT TO FLORIDA LAW OR ANY CROSSCLAIM OR COUNTERCLAIM FOR A LANDLORD DEFAULT UNDER THIS LEASE WHERE SUCH DEFAULT CONSTITUTES THE BASIS FOR TENANT'S GOOD FAITH DEFENSE (IF ANY) TO LANDLORD'S NONPAYMENT CLAIM). HOWEVER, THE FOREGOING WILL NOT PROHIBIT TENANT FROM BRINGING A SEPARATE LAWSUIT AGAINST LANDLORD.

35. CONSENTS AND APPROVALS: If Tenant requests Landlord's consent or approval under this Lease other than under Section 12 (Tenant's Alterations) or Section 14 (Assignment and Subletting) (each of which are separated addressed therein), and if in connection with such requests Landlord deems it reasonably necessary to seek the advice of its attorneys, architects and/or other experts, then Tenant shall pay the reasonable fee of Landlord's attorneys, architects and/or other experts in connection with the consideration of such request and/or the preparation of any documents pertaining thereto.

36. RULES AND REGULATIONS: Tenant agrees to abide by all rules and regulations attached hereto as **Exhibit "D"** and incorporated herein by this reference, as reasonably amended and supplemented from time to time by Landlord. Landlord will not be liable to Tenant for violation of the same or any other act or omission by any other tenant.

37. SUCCESSORS AND ASSIGNS: This Lease will be binding upon and inure to the benefit of the respective heirs, personal and legal representatives, successors and permitted assigns of the parties hereto.

38. QUIET ENJOYMENT: In accordance with and subject to the terms and provisions of this Lease, Landlord warrants that it has full right to execute and to perform under this Lease and to grant the estate demised and that Tenant, upon Tenant's payment of the required Rent and performing of all of the terms, conditions, covenants, and agreements contained in this Lease, shall peaceably and quietly have, hold and enjoy the Premises during the full Lease Term.

39. ENTIRE AGREEMENT: This Lease, together with the BLI Rider, exhibits, schedules, riders, addenda and guaranties (as the case may be) fully incorporated into this Lease by this reference, contains the entire agreement between the parties hereto regarding the subject matters referenced herein and supersedes all prior oral and written agreements between them regarding such matters. This Lease may be modified only by an agreement in writing dated and signed by Landlord and Tenant after the date hereof.

40. OFAC COMPLIANCE.

(a) Representation and Warranties. Tenant represents and warrants to Landlord that (1) Tenant is (A) not currently identified on the Specially Designated Nationals and Blocked Persons List

maintained by the Office of Foreign Assets Control of the Department of the Treasury (“OFAC”) and/or on any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation (collectively, the “List”), and (B) not a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States, (2) none of the funds or other assets of Tenant constitute property of, or are beneficially owned, directly or indirectly, by, any Embargoed Person, (3) no Embargoed Person has any interest of any nature whatsoever in Tenant (whether directly or indirectly), (4) none of the funds of Tenant have been derived from any unlawful activity with the result that the investment in Tenant is prohibited by law or that the Lease is in violation of law, and (5) Tenant has implemented procedures, and will consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times. The term “**Embargoed Person**” means any person, entity or government subject to trade restrictions under U.S. law, including but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. §1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Orders or regulations promulgated thereunder with the result that the investment in Tenant is prohibited by law or Tenant is in violation of law.

(b) Compliance. Landlord and Tenant each covenants and agrees to the other: (1) to comply with all requirements of law relating to money laundering, anti-terrorism, trade embargos and economic sanctions, now or hereafter in effect, (2) to immediately notify the other party in writing if any of the representations, warranties or covenants set forth in this paragraph or the preceding paragraph are no longer true or have been breached or if either party has a reasonable basis to believe that they may no longer be true or have been breached, (3) not to use funds from any “Prohibited Person” (as such term is defined in the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) to make any payment due to Landlord under the Lease and (4) at the request of either party, to provide such information as may be reasonably requested by such party to determine the other party’s compliance with the terms hereof.

(c) Default. Tenant hereby acknowledges and agrees that Tenant’s inclusion on the List at any time during the Lease Term shall be a material default of the Lease. Notwithstanding anything herein to the contrary, Tenant shall not permit the Premises or any portion thereof to be used or occupied by any person or entity on the List or by any Embargoed Person (on a permanent, temporary or transient basis), and any such use or occupancy of the Premises by any such person or entity shall be a material default of the Lease.

41. MISCELLANEOUS.

(a) Cross Default. If Tenant has a lease for other space in the Building or the rooftop of the Building, any default by Tenant under such lease will constitute a default hereunder.

(b) Severability; Choice of Law; Venue. If any term or condition of this Lease or the application thereof to any person or circumstance is, to any extent, held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease, or the application of such term or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, is not to be affected thereby and each term and condition of this Lease is to be valid and enforceable to the fullest extent permitted by law. This Lease will be construed in accordance with the laws of the State of Florida. Venue for any action arising out of this Lease shall be Broward County, Florida or in the event of federal jurisdiction, in the Southern District of Florida.

(c) NO OFFER. SUBMISSION OF THIS LEASE TO TENANT DOES NOT CONSTITUTE AN OFFER, AND THIS LEASE BECOMES EFFECTIVE ONLY UPON THE MUTUAL EXECUTION AND DELIVERY BY BOTH LANDLORD AND TENANT.

(d) Integration. Tenant acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein.

(e) Personal Property Taxes. Except if and for so long as Tenant is the City of Fort Lauderdale (in which event same is exempt from personal property taxes), Tenant will pay before delinquency all taxes assessed during the Lease Term against any occupancy interest in the Premises or personal property of any kind owned by or placed in, upon or about the Premises by Tenant.

(f) Pre-Lease Commencement Occupancy. If Tenant, with Landlord's consent, occupies the Premises or any part thereof prior to the beginning of the Lease Term, all provisions of this Lease will be in full force and effect commencing upon such occupancy, and Base Rent and Additional Rent, where applicable, for such period will be paid by Tenant at the same rate herein specified.

(g) Brokers. Each party represents and warrants that it has not dealt with any agent or broker in connection with this transaction except for the agents or brokers specifically set forth in the BLI Rider with respect to each Landlord and Tenant. Landlord shall pay a commission to the Brokers pursuant to a separate agreement(s) between Landlord and the Brokers. The foregoing will survive the end of the Lease Term.

(h) No Recording. Neither this Lease nor any memorandum hereof will be recorded by Tenant.

(i) Landlord's Consent. Whenever under this Lease Landlord's consent or approval is expressly or impliedly required, the same may be arbitrarily withheld except as otherwise specified herein.

(j) No Partnership. Nothing contained in this Lease shall be deemed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venturer or any association between Landlord and Tenant, it being expressly understood and agreed that neither the method of computation of Rent nor any other provisions contained in this Lease nor any act of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of landlord and tenant.

(k) Construction of Certain Terms; Headings. Whenever in this Lease the context allows, the word "including" will be deemed to mean "including without limitation". The headings of articles, sections or paragraphs are for convenience only and shall not be relevant for purposes of interpretation of the provisions of this Lease. This Lease shall not be strictly construed either against Landlord or Tenant, regardless of whether any provision thereof has been drafted by Landlord or Tenant (or their respective attorneys).

(l) No-Air Rights. This Lease does not create, nor will Tenant have, any express or implied easement for or other rights to air, light or view over or about the Building or any part thereof.

(m) Delegation by Landlord. Any acts to be performed by Landlord under or in connection with this Lease may be delegated by Landlord to its managing agent or other authorized person or firm.

(n) Construction. This Lease shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof. It is acknowledged that each of the parties hereto has been fully represented by legal counsel and that each of such legal counsel has contributed substantially to the content of this Lease.

(o) [INTENTIONALLY OMITTED].

(p) Parties Bound. If more than one person or entity is named herein as Tenant, their liability hereunder will be joint and several. In case Tenant is a corporation or limited liability company, Tenant represents and warrants that this Lease has been duly authorized, executed and delivered by and on behalf of Tenant and constitutes the valid and binding agreement of Tenant in accordance with the terms hereof. In case Tenant is a partnership, Tenant represents and warrants that all of the persons who are general or managing partners in said partnership have executed this Lease on behalf of Tenant, or that this Lease has been executed and delivered pursuant to and in conformity with a valid and effective authorization therefor by all of the general or managing partners of such partnership, and is and constitutes the valid and binding agreement of the partnership and each and every partner therein in accordance with its terms. If Tenant is a general partnership, it is agreed that each and every present and future partner in Tenant shall be and remain at all times jointly and severally liable hereunder and that neither the death, resignation or withdrawal of any partner, nor the subsequent modification or waiver of any of the terms and provisions of this Lease, shall release the liability of such partner under the terms of this Lease unless and until Landlord shall have consented in writing to such release.

(q) Proposed Use. Landlord has made no inquiries about and makes no representations (express or implied) concerning whether Tenant's proposed use of the Premises is permitted under applicable law, including applicable zoning law; should Tenant's proposed use be prohibited, Tenant shall be obligated to comply with applicable law and this Lease shall nevertheless remain in full force and effect.

(r) Relocation. Landlord, at any time during the Lease Term on one hundred twenty (120) days prior notice to Tenant, shall have the right to relocate the Tenant to different premises ("Relocated Premises") within the Building, provided such Relocated Premises shall be comparable in size (i.e., no less than 90% of the rentable square footage of the Premises at the beginning of the Lease Term) and quality to the Premises, and Landlord shall pay the reasonable relocation expenses of Tenant and the cost of fitting up the Relocated Premises in a manner substantially similar to the Premises. If the Rentable Area of the Relocated Premises is smaller than that of the Premises, Base Rent, Additional Rent and Tenant's Percentage Share shall be proportionately decreased to reflect the size of the Relocated Premises. In no event shall Tenant's Percentage Share or Rent obligations increase as a result of such relocation. Subsequent to the relocation, the "Relocated Premises" shall be the "Premises" hereunder. Tenant's failure to vacate the Premises within one hundred twenty (120) days of Landlord's notice shall be, without further notice, an Event of Default hereunder. In the event Tenant indicates its refusal to relocate at any time prior to the expiration of the aforementioned one hundred twenty (120) day period, such indication shall, without further notice, automatically be deemed an Event of Default (without any requirement on Landlord's part to provide any grace periods or otherwise wait for the expiration of the aforementioned one hundred twenty (120) days period before pursuing Landlord's rights and remedies under this Lease, at law or in equity. In addition (and not, in any way, as a limitation of Landlord's other rights and remedies), following any such indication by Tenant, Landlord may (but shall not be required to), in its sole and absolute discretion, terminate this Lease.

(s) Financial Information. Within ten (10) days of Landlord's request, which request shall not be made more than one (1) time in any year, Tenant shall provide Landlord with a copy of its financial statements for such year audited by an independent certified public accountant. Landlord may

provide such financial statements to its employees, consultants, lenders, prospective lenders, prospective purchasers, advisors, attorneys, accountants and investors, but otherwise shall not provide the financial statements to third parties without the prior consent of Tenant, not to be unreasonably withheld or delayed. Notwithstanding anything to the contrary contained herein, this Section 41(s) shall not apply for so long as the Tenant hereunder is a governmental entity.

(t) Force Majeure.

(i) Whenever a period of time is herein prescribed for the taking of any action by Landlord, Landlord shall not be liable or responsible for, and such period of time shall be extended by any Excusable Delay (as hereinafter defined) or any delays caused by Tenant.

(ii) Whenever a period of time is herein prescribed for the taking of any action by Tenant, which action does not involve (a) the payment of Rent or other monetary obligations on the part of Tenant, or (b) the giving of any notice required pursuant to this Lease, then such period of time in which Tenant is obligated to perform shall be extended by any delays due to Excusable Delay.

(iii) For purposes of this Section, "**Excusable Delay**" shall mean and refer to a delay caused by governmental action or lack thereof, shortages or unavailability of materials and/or supplies, labor disputes, strikes, slow downs, job actions, picketing, secondary boycotts, fire or other casualty, delays in transportation, acts of God, tornadoes, tropical storms or hurricanes, requests of any governmental agencies or authorities, court or administrative orders or regulations, adjustment of insurance, acts of declared or undeclared war, public disorder, riot or civil commotion, or when applied to an obligation of Landlord, anything else beyond the reasonable control of Landlord, or when applied to an obligation of Tenant, anything else beyond the reasonable control of Tenant.

42. SCRUTINIZED COMPANIES. Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," Landlord certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2016), as may be amended or revised. Tenant may terminate this Office Lease at Tenant's option if Landlord is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2016), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2016), as may be amended or revised.

[EXECUTION PAGE FOLLOWS]

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

Witnesses:

“LANDLORD”

ONE BROWARD BLVD HOLDINGS, LLC

By: One Broward Manager, LLC, its Managing Member

[Signature]
Constance Garipoli A Fel
(As to Landlord)

By: *[Signature]*
Name: Anthony P. DiTommasi, Jr
Title: President

STATE OF New Jersey :
COUNTY OF Bergen :

The foregoing instrument was acknowledged before me this January 24th, 2017, by Anthony P. DiTommasi, Jr as President for One Broward Manager, LLC, a Delaware limited liability company, as Managing Member for One Broward Blvd Holdings, LLC, a Delaware limited liability company. He/she is personally known to me and did not take an oath.

(NOTARY SEAL)

Constance Garipoli
Notary Public, State of ~~Florida~~ New Jersey
(Signature of Notary taking Acknowledgment)

Constance Garipoli
Name of Notary Typed,
Printed or Stamped

CONSTANCE GARIPOLI
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Aug. 12, 2018

My Commission Expires: August 12, 2018

Commission Number

WITNESSES:

Jeannette A. Johnson
Jeannette A. Johnson
Witness Print Name

Carla Foster
Carla Foster
Witness Print Name

(CORPORATE SEAL)

"TENANT"

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

By: [Signature]
JOHN P. "JACK" SEILER, Mayor

By: [Signature]
FOR LEE R. FELDMAN, City Manager

ATTEST: [Signature]
JEFFREY A. MODARELLI, City Clerk

Approved as to form:
CYNTHIA A. EVERETT, City Attorney

By: [Signature]
Sr. Assistant City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 7th day of February, 2017, by JOHN P. "JACK" SEILER, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(NOTARY SEAL)



JAS
Jeanette Jeanette A Johnson
Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

Jeanette A. Johnson
Name of Notary Typed,
Printed or Stamped

My Commission Expires: 1/31/19

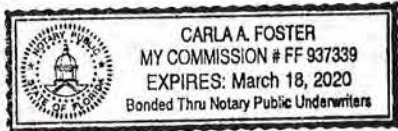
Commission Number FF 166303

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this February 2, 2017, by ~~LEE R. FELDMAN~~, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me and did not take an oath.

Christopher J. Lagerbloom
(NOTARY SEAL)

Acting City Manager



Carla Foster
Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

Carla Foster
Name of Notary Typed,
Printed or Stamped

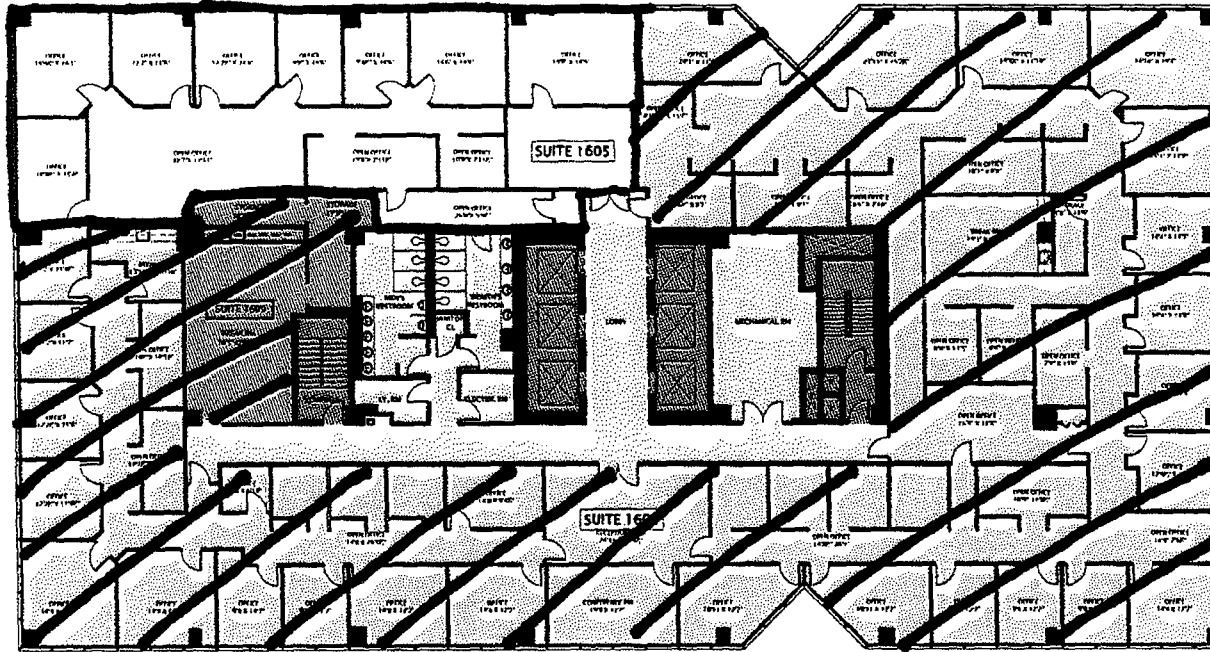
My Commission Expires:

Commission Number

EXHIBIT "A"

FLOOR PLAN

Attached Exhibit Not to Scale



KRAVIT
Architectural

KRAVIT
ARCHITECTURAL
ASSOCIATES,
INC.

PKZ
Fort Meyer
Room
Suite 1110
McAuley Station
Tallahassee, FL 32307
Tel: 904-202-2222
Fax: 904-202-0810

PROJECT

ONE EAST BROWARD

1 E. BROWARD BLVD
FORT LAUDERDALE
FLORIDA

CONSULTANT

REVISIONS

No.	DATE	DESCRIPTION

PROJECT PHASE

LEASING BUILDING
& STACK PLANS

16TH FLOOR

PROJECT NUMBER: 018.24

DRAWN BY: SR

CHECKED BY: MRL

DATE: 08.24.08

SCALE: S48T

SP-16

01 | 16TH FLOOR PLAN



EXHIBIT "B"
BASE RENT SCHEDULE

LEASE YEAR	MONTHLY BASE RENT	ANNUAL BASE RENT
1	\$6,852.08	\$82,224.96
2	\$7,057.65	\$84,691.80
3	\$7,269.38	\$87,232.56
4	\$7,487.46	\$89,849.52
5	\$7,712.08	\$92,544.96
6	\$7,943.44	\$95,321.28
7	\$8,181.75	N/A

Notwithstanding anything to the contrary set forth in the foregoing Base Rent Schedule, provided Tenant is not in default under any of the terms or provisions of this Lease, Tenant shall receive a Rent credit in the total amount of \$44,493.85, to be applied as follows: (a) three (3) installments of \$10,263.23 to be applied toward the Base Rent and Additional Rent payable with respect to each of the first through third full calendar months of the first Lease Year, and (b) two (2) installments of \$6,852.08 to be applied toward the Base Rent payable with respect to each of the fourth and fifth full calendar months of the first Lease Year. Tenant shall continue to be responsible for all items of Additional Rent payable during the fourth and fifth full calendar months of such concession period.

EXHIBIT "C"
WORK LETTER

Attached Exhibit Not to Scale

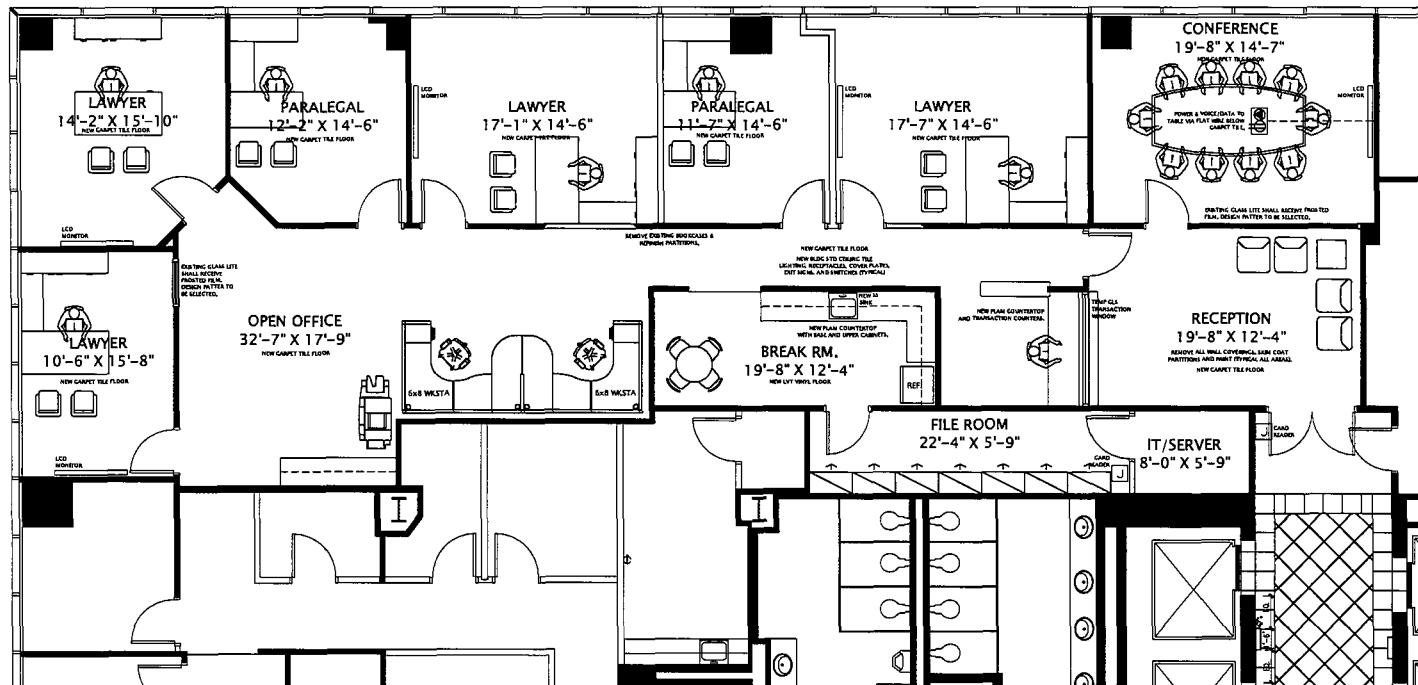
WALL STYLES

EXISTING - 3-5/8" W/CYP, EACH SIDE

DEMO - 3-5/8" W/CYP, EACH SIDE

PROPOSED - 3-5/8" W/CYP, EACH SIDE

NOTE:
FURNITURE IS SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. TENANT IS RESPONSIBLE FOR ENSURING THAT ALL EXISTING & NEW FURNITURE WILL FIT IN APPLICABLE ROOMS.
ALL ROOM SIZES ARE APPROXIMATE



KRAVIT
Architectural

KRAVIT ARCHITECTURAL ASSOCIATES, INC.
902
Clint Moore
Road
Suite 136
Boca Raton,
Florida
33487
561/893-0042
Telefax
561/893-0650

FLORIDA COMPLETE LICENSE NO. ADDRESS IS:
© 2014 KRAVIT ARCHITECTURAL ASSOCIATES, INC. ALL RIGHTS RESERVED.
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NO PART OF THIS DRAWING IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT PERMISSION IN WRITING FROM KRAVIT ARCHITECTURAL ASSOCIATES, INC.

PROJECT

ONE EAST BROWARD
SUITE 1605
CITY OF FT. LAUDERDALE
CITY ATTORNEY
FT. LAUDERDALE
FLORIDA

CONSULTANT

REVISIONS

No.	DATE	DESCRIPTION
01	7.28.16	TRANSACTION WINDOW

SIGNATURES OF APPROVAL, ADDITIONS, ALTERATIONS, OR REVISIONS TO THESE DRAWINGS AFTER APPROVAL HAS BEEN GIVEN, CONSTITUTE A CHANGE IN THE SCOPE OF WORK AS OUTLINED AND WILL BE ACCOMPLISHED AT THE CLIENT'S EXPENSE.

CLIENT: _____ DATE: _____

- PROJECT PHASE**
- SITE PLANNING
 - SCHEMATIC DESIGN
 - DESIGN DEVELOPMENT
 - CONSTRUCTION DOCUMENTS

SPACE PLAN

PROJECT NUMBER:	068.84
ISSUED:	06.15.16
DRAWN BY:	MJK
CHECKED BY:	MJK
FILE NAME:	0684SDF.DWG
SCALE:	SHEET

SP-1

MICHAEL S. KRAVIT
REGISTERED ARCHITECT NO. 9292

EXHIBIT "D"

RULES AND REGULATIONS

1. Other than as coordinated through the Building manager for periods of moving furniture or office equipment into or out of the Premises, the sidewalks, entrances, passages, courts, elevators, vestibules, stairways, corridors, and halls shall not be obstructed or encumbered by any Tenant or used for any purpose other than ingress and egress to and from the Premises.
2. No awnings or other projections shall be attached to the outside walls of the Building without the prior written consent of Landlord. No curtains, blinds, shades, or screens shall be attached to or hung in, or used in connection with, any window or door of the Premises, without the prior written consent of Landlord. Such awnings, projections, curtains, blinds, shades, screens, or other fixtures must be of a quality, type, design, and color, and attached in the manner approved by Landlord.
3. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any Tenant on any part of the outside of the Premises or Building or on the inside of the Premises if the same can be seen from the outside of the Premises without the prior written consent of Landlord except that the name of Tenant may appear on the entrance door of the Premises. In the event of a violation of the foregoing by Tenant, Landlord may remove same without any liability and may charge the expense incurred by such removal to the Tenant or Tenants violating this rule. The Interior sign on the entry door to the Premises and the initial listing on the Building directory shall be inscribed, painted or affixed for each Tenant by Landlord at the expense Landlord (provided, however, that any modifications and/or revisions to such initial signage/listing shall be performed by Landlord at Tenant's expense) and shall be of a size and style acceptable to the Landlord.
4. Tenant shall not occupy or permit any portion of the Premises demised to it to be occupied as an office for a public stenographer or typist, or as a barber or manicure shop, or as an employment bureau. Tenant shall not engage or pay any employees on the Premises, except those actually working for Tenant at the Premises, nor advertise for labor giving an address at the Premises. The Premises shall not be used for gambling, lodging, or sleeping or for any immoral or illegal purposes. The Premises shall not be used for the manufacture, storage, or sale of merchandise, goods or property of any kind whatsoever.
5. The sashes, sash doors, skylights, windows, and doors that reflect or admit light and air into the halls, passageway or other public places in the Building shall not be covered or obstructed by any Tenant nor shall any bottles, parcels or other articles be placed on the window sills. No materials shall be placed in the corridors or vestibules nor shall any articles obstruct any air conditioning supply or exhaust vent.
6. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed and no sweepings, rubbish, rags, or other substances shall be thrown therein. All damages resulting from any misuse of the fixtures by Tenant, its servants, employees, agents, or licensees shall be borne by Tenant.
7. No Tenant shall mark, paint, drill into, or in any way deface any part of the Premises or the Building of which they form a part, provided however that with advance permission from the Building manager, pictures and plaques may be hung within the Premises. No boring, cutting, or stringing of wires shall be permitted, except with the prior written consent of Landlord, and as it may direct. Should a Tenant require telegraphic, telephonic, enunciator or other communication service, Landlord will direct the electricians where and how wires are to be introduced and placed, and none shall be introduced or placed except as Landlord shall direct. Electric current shall not be used for power or heating without

Landlord's prior written permission. Neither Tenant nor Tenant's Agents including, but not limited to, electrical repairmen and telephone installers, shall lift, remove or in any way alter or disturb any of the interior ceiling materials of the Premises or Building, nor shall any of same have any access whatsoever to the area above the interior ceiling of the Premises or the Building except with the prior written consent of Landlord and in accordance with guidelines established by Landlord. However, Tenant, with advance permission from the Building manager, may move ceiling tiles to the extent reasonably required as part of Tenant's maintenance responsibilities under the Lease. No antennas shall be permitted.

8. No bicycles, vehicles, or animals (other than "service animals") of any kind shall be brought into or kept in or about the Premises and no cooling shall be done or permitted by any Tenant on said Premises. No Tenant shall cause or permit any unusual or objectionable odors to be produced upon or permeate from the Premises. Smoking or carrying lighted cigars or cigarettes in the Building is prohibited.

9. Landlord shall have the right to retain a passkey and to enter the Premises as provided in the Lease, to examine same or to make such alterations and repairs as may be deemed necessary, or to exhibit same to prospective Tenants during normal business hours.

10. No Tenant shall make, or permit to be made, any unseemly or disturbing noises or disturb or interfere with occupants of this or neighboring buildings or premises or those having business with them, whether by the use of any musical instrument, radio, talking machine, unmusical noise, whistling, singing, or in any other way. No Tenant shall throw anything out of doors, windows, or skylights, or down the passageways.

11. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by any Tenant, nor shall any changes be made in existing locks or the mechanism thereof. Each Tenant must, upon the termination of his tenancy restore to the Landlord all keys of offices and toilet rooms, either furnished to, or otherwise procured by, such Tenant. Tenant shall pay to the Landlord the cost of any lost keys.

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

13. All removals, or the carrying in or out of any safes, freight, furniture or bulky matter of any description must take place during the hours which the Landlord or its agent may determine from time to time. All such movement shall be under supervision of Landlord and in the manner agreed between Tenant and Landlord by pre-arrangement before performance. Such pre-arrangements initiated by Tenant will include determination by Landlord, subject to his decision and control, of the time, method, and routing of movement and limitations imposed by safety or other concerns which may prohibit any article, equipment or any other item from being brought into the building. Landlord reserves the right to prescribe the weight and position of all safes, which must be placed upon 2-inch thick plank strips to distribute the weight. Any damage done to the Building or to other Tenants or to other persons in bringing in or removing safes, furniture or other bulky or heavy articles shall be paid for by the Tenant.

14. Tenant agrees that all machines or machinery placed in the Premises by Tenant will be erected and placed so as to prevent any vibration or annoyance to any other Tenants in the Building of which the Premises are a part, and it is agreed that upon written request of Landlord, Tenant will, within ten (10)

days after the mailing of such notice, provide approved settings for the absorbing, preventing, or decreasing of noise from any or all machines or machinery placed in the Premises.

15. Each Tenant shall, at its expense, provide artificial light for the employees of the Landlord while doing janitor service or other cleaning, and in making repairs or alterations in said Premises.

16. The requirements of Tenant will be attended to only upon written application at the office of the Building. Employees of Landlord shall not receive or carry messages for or to any Tenant or other person nor contract with or render free or paid services to any Tenant or Tenant's agent, employees, or invitees.

17. Canvassing, soliciting, and peddling in the Building is prohibited and each Tenant shall cooperate to prevent the same.

18. Tenant shall have the free use of the mail chutes, if any, installed in the Building, but the Landlord in no wise guarantees efficiency of the said mail chutes and shall be in no wise responsible for any damage or delay which may arise from use thereof.

19. Landlord will not be responsible for lost, stolen, or damaged property, equipment, money, or jewelry from Tenant's area or public rooms regardless of whether such loss occurs when area is locked against entry or not.

20. Landlord specifically reserves the right to refuse admittance to the Building from 6 p.m. to 8 a.m. daily, or on Saturdays, Sundays or legal holidays, to any person or persons who cannot furnish satisfactory identification, or to any person or persons who, for any other reason in the Landlord's judgment, should be denied access to the Premises. Landlord, for the protection of the Tenant and Tenant's effects may prescribe hours and intervals during the night and on Saturdays, Sundays and holidays, when all persons entering and departing the Building shall be required to enter their names, the offices to which they are going or from which they are leaving, and the time of entrance and departure in a register provided for the purpose by that Landlord.

21. No Tenant, nor any of Tenant's Agents, shall at any time bring or keep upon the Premises any inflammable, combustible, or explosive fluid, chemical, or substance.

22. Landlord reserves the right to make such other and further reasonable rules and regulations as in its judgment may from time to time be needful for the safety, care and cleanliness of the Premises, and for the preservation of good order therein and any such other or further rules and regulations shall be binding upon the parties hereto with the same force and effect as if they had been inserted herein at the time of the execution hereof, provided that no such rule shall be applicable to Tenant and the Premises unless Landlord has provided thirty (30) days advance, written notice of such further reasonable rules or regulations.

EXHIBIT "E"

CLEANING SPECIFICATIONS

A. Nightly

1. Carpeted Floors - All carpeted floors will be vacuumed daily, moving all light furniture. All furniture will be replaced to its original position. Vacuum under all desks and large furniture, where possible.
2. Uncarpeted Floors - All hard-surfaced floors will be dust mopped nightly, using a treated dust mop, moving all light furniture. All furniture will be replaced to its original position. Mop under all desks and large furniture where possible. Spot clean where necessary to remove spills and smudges and spray buff as necessary.
3. Dusting - Hand dust and wipe clean with a damp or treated cloth all office furniture, files, fixtures, paneling, window sills, and all other horizontal surfaces nightly. No feather dusters allowed. Paper left on desk tops will not be moved. Water coolers to be washed cleaned and polished nightly.
4. Furniture and Accessories - Spot clean all furniture and file cabinets to remove streaks, spills, stains and finger marks. Damp dust telephone accessories as necessary. Empty, clean and damp dust all waste receptacles, replacing liners where necessary. Wash waste receptacles as necessary. Wash blackboards and chalk trays. Glass furniture tops to be damp wiped and polished nightly.
5. Door and Walls - All doors, jambs, walls, window mullions and glass partitions to be cleaned removing all finger marks, streaks, spills, stains, and smudges, paying particular attention to walls around switch plates and door jambs.
6. Trash Removal - All trash from wastebaskets, ashtrays and other debris will be removed from the premises nightly. Plastic bags to be installed in wastebaskets as required.

B. Weekly

1. Carpeted Floors - All carpeted floors will be edged with a small broom or edging tool, paying particular attention to corners, behind doors and around furniture legs and bases. Baseboards will be wiped with a treated dust cloth.
2. Dusting - Wipe with treated dust cloth all chair legs and rungs, furniture legs and other areas of furniture and accessories not dusted during the nightly dusting. No feather dusters will be allowed.

C. Monthly

1. Uncarpeted Floors - All hard-surfaced floors will be spray buffed with an electric rotary buffing machine. All finish marks will be removed from baseboards, doors and frames.
2. High Dusting - All horizontal surfaces and ledges, such as picture frames, etc., ceiling air diffuser grills, lights, etc., that are beyond the reach of normal nightly dusting, will be dusted monthly, using a treated dust cloth. No feather dusters will be allowed.
3. Glass Partitions and Doors - All glass doors and partitions will be thoroughly washed, dried and polished, leaving a uniformly clean and bright condition. All watermarks will be wiped from adjoining surfaces.

D. Bi-Monthly (every 60 days)

1. Carpeted Floors - All carpeted floors will be vacuumed, using a pile-lifter to restore pile to its original upright condition and remove all embedded dirt and grit. Heavy traffic areas may require pile-lifting more often, if necessary, to maintain presentable condition of the carpet.
2. Uncarpeted Floors - All hard surfaced floors will be completely stripped down to the bare floor surface, totally free of any wax, sealer, or other finish. After stripping, the floor mopped and dried, then re-waxed and polished. On completion of re-waxing, all wax, water and other marks will be removed from walls, baseboards, doors, furniture, and adjoining carpeted areas. All sealers and wax products must be approved in advance and all products used must be applied so as not to cause fumes in the building when tenants are in occupancy.

E. Semi-Annually

1. Air Diffusers - Thoroughly wash and dry all air diffusers and grills as often as necessary, but not less than semi-annually.

EXTENSION OPTION RIDER

THIS EXTENSION OPTION RIDER (this "**Rider**") is dated, executed and delivered concurrently with the attached lease (the "**Lease**") by and between ONE BROWARD BLVD HOLDINGS, LLC, a Delaware limited liability company ("**Landlord**") and THE CITY OF FORT LAUDERDALE, a Florida municipal corporation ("**Tenant**"). In the event of any conflict between the terms of this Rider and the terms of the Lease, the terms of this Rider shall govern.

1. Grant of Option. Provided that (i) Tenant is not in default under any of the terms and conditions of the Lease beyond applicable notice and cure periods on the date of exercise and the date of delivery of possession, (ii) Tenant has, from the original Lease Commencement Date, continuously occupied without interruption, sublease or assignment, and does occupy the entire Premises originally set forth in the Lease, and (iii) Tenant provides notice of its election in a proper and timely fashion, Tenant shall have the option (each, an "**Extension Option**") to extend the Lease Term for two (2) additional terms of three (3) years each (each, an "**Extension Term**"), commencing immediately upon the expiration of the original Lease Term or the first Extension Term, as applicable.
2. Exercise of Option. In order to exercise an Extension Option, Tenant must give Landlord written notice of its intention to exercise, with such notice to be delivered to Landlord, in accordance with the notice provision of this Lease, not less than nine (9) months prior to the expiration of the previous Lease Term or first Extension Term, as the case may be.
3. Failure to Exercise. In the event Tenant fails to deliver such written notice of extension to Landlord as specified in Section 2 or Tenant is otherwise not permitted to exercise pursuant to other terms hereof or of the Lease, then these Extension Options shall terminate and be null and void and this Lease shall expire on the expiration date of the existing Lease Term. LANDLORD AND TENANT AGREE AND ACKNOWLEDGE THAT TIME IS OF THE ESSENCE FOR TENANT'S TIMELY EXERCISE OF THESE EXTENSION OPTIONS. LANDLORD IS NOT OBLIGATED TO NOTIFY TENANT OF ANY UPCOMING NEED TO TIMELY EXERCISE AN EXTENSION OPTION.
4. Applicable Terms. In the event Tenant exercises an Extension Option, all of the terms of the Lease, including, but not limited to Tenant's obligation to pay Additional Rent and any other cost or charge which may be due and payable by Tenant under the Lease shall continue to be applicable to such Extension Term, except that (a) the Premises shall be accepted by Tenant in its "as is" condition and Landlord shall not be required to perform any work or incur any expense in order to prepare same for Tenant's continued occupancy thereof, (b) Tenant shall not be entitled to any Base Rent concessions during the applicable Extension Term, (c) Tenant shall have no further option to extend the Lease beyond the Extension Terms, and (d) those terms which are specifically modified as set forth in Section 5 below.
5. Base Rent. The annual Base Rent during each Extension Term shall be the "**fair market rent**" for the Premises (as determined herein) at the time of the commencement of the applicable Extension Term. The term "**fair market rent**" shall be the rent generally payable by renewing tenants at or within a three (3) mile radius of the Building for equivalent space in a property of approximately the same quality, size and condition as the Building, giving due consideration to the condition of the Premises as improved, the location of the Premises in the Building, the length of the Term of the Lease, and all other factors that would be relevant to a third-party tenant desiring to lease the Premises for the applicable Extension Term. Within thirty (30) days after the exercise by Tenant of its option to extend for the applicable Extension Term (but in no event prior to the date that is twelve (12) months prior to the expiration of the then existing Lease Term), Landlord shall notify Tenant of Landlord's determination of the annual Base Rent

during such Extension Term. If Tenant desires to dispute Landlord's determination, Tenant shall submit to Landlord a written appraisal of the fair market rent for the Premises by an appraiser who is a member of the American Institute of Real Estate Appraisers, having at least seven (7) years' experience in appraising commercial real estate in the County in which the Building is located (a "**Qualified Appraiser**"). If Landlord disagrees with the fair market rent determined by Tenant's Qualified Appraiser, it shall, within forty-five (45) days of receipt of such appraisal, submit to Tenant a written appraisal of the fair market rent for the Premises by a Qualified Appraiser selected by Landlord. If Landlord's and Tenant's Qualified Appraisers do not agree upon the fair market rent but are apart by less than ten (10%) percent, then the fair market rents determined by both shall be averaged. Otherwise, Landlord's and the Tenant's Qualified Appraiser shall mutually agree upon an independent Qualified Appraiser to determine such fair market rent. If the parties are unable to agree upon such independent appraiser, either party may request the American Arbitration Association to appoint such independent appraiser. The independent appraiser shall select either Landlord's Qualified Appraiser's determination of fair market rent or the fair market rent determined by Tenant's Qualified Appraiser, which selection shall be binding upon both Landlord and Tenant. The parties shall be responsible for the cost of their own Qualified Appraiser and shall share equally in the cost of any independent third Qualified Appraiser. Pending resolution of the issue of fair market rent, Tenant shall pay to Landlord as of commencement of the applicable Extension Term, the Base Rent as established by Landlord, subject to adjustment upon final determination. Upon final determination of the Base Rent to be paid during the applicable Extension Term as hereinabove provided, Landlord and Tenant shall enter into a lease amendment to reflect the same.

6. No Assignment. Landlord grants to Tenant the Extension Options specifically due to the character and nature of Tenant. As such, if Tenant shall, during the Lease Term or any extension thereof, assign or sublet any or all of the Premises, then the Extension Options shall not pass to such assignees or sublessees, unless such assignee is another governmental entity, and, instead, as to any assignee that is not a governmental entity and any sublessees, all theretofore unexercised Extension Options shall thereupon and thereafter be null, void and of no further force or effect.

7. Ratification. Except as expressly set forth herein, the Lease is ratified and confirmed as written.

"LANDLORD"

ONE BROWARD BLVD HOLDINGS, LLC

By: One Broward Manager, LLC, its Managing Member

By: [Signature]

Name: Anthony P. DiTommaso, Jr
Title: President

WITNESS:

[Signature]

WITNESS:

[Signature]

STATE OF New Jersey :
COUNTY OF Bergen :

The foregoing instrument was acknowledged before me this January 24th, 2017, by Anthony P. DiTommaso, Jr as President for One Broward Manager, LLC, a Delaware limited liability company, as Managing Member for One Broward Blvd Holdings, LLC, a Delaware limited liability company. He/she is personally known to me and did not take an oath.

(NOTARY SEAL)

Constance Garipoli
Notary Public, State of ~~Florida~~ New Jersey
(Signature of Notary taking Acknowledgment)

Constance Garipoli
Name of Notary Typed,
Printed or Stamped

CONSTANCE GARIPOLI
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Aug. 12, 2018

My Commission Expires: August 10, 2018

Commission Number

"TENANT"


WITNESSES:

Jeanette A. Johnson
 Jeanette A. Johnson
 Witness Print Name

Carla Foster
 Carla Foster
 Witness Print Name

(CORPORATE SEAL)

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

By 
 JOHN P. "JACK" SEILER, Mayor

By 
 LEE R. FELDMAN, City Manager

FOR

ATTEST: 
 JEFFREY A. MODARELLI, City Clerk

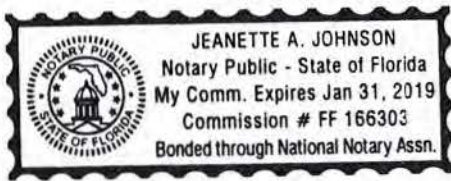
Approved as to form:
 CYNTHIA A. EVERETT, City Attorney

By: 
 Sr. Assistant City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 7th day of February, 2017, by JOHN P. "JACK" SEILER, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(NOTARY SEAL)



Jeanette A. Johnson
Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

Jeanette A. Johnson
Name of Notary Typed,
Printed or Stamped

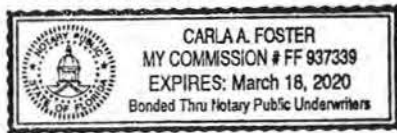
My Commission Expires: 1/31/19

Commission Number FF 166303

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this February 2, 2017, by ~~LEE R. FELDMAN~~, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me and did not take an oath.

CHRISTOPHER J. LAGERBLOOM
(NOTARY SEAL)
ACTING CITY MANAGER



Carla A. Foster
Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

Carla A. Foster
Name of Notary Typed,
Printed or Stamped

My Commission Expires:

Commission Number