

FIFTH AMENDMENT TO COMPREHENSIVE AGREEMENT

THIS FIFTH AMENDMENT TO COMPREHENSIVE AGREEMENT (“**Amendment**”) dated the ____ day _____, 2024, by and between the CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida (“**City**”), and LAS OLAS PARKING SOLUTIONS, LLC, a Florida limited liability company, its successors and assigns (“**Private Party**” together with the City are collectively “**Parties**” and individually “**Party**”).

WHEREAS, the City and the Private Party entered into that certain Comprehensive Agreement dated as of July 31, 2023, as amended (“**Agreement**”); and

WHEREAS, the City and the Private Party (collectively “**Parties**”) desire to amend the Comprehensive Agreement to revise Section 4.2(c)(3) of the Agreement to reflect that the pump station will be placed on a portion of the Property, provided that the City shall retain the right to use, operate and maintain the existing pump station and Private Party shall grant an easement over its leasehold interest and the legal description for the easement area shall be mutually agreed upon by the Private Party and the City on or before the Private Party obtains DRC Approval (such legal description of the location of the pump station area as needed to obtain, operate and access the pump station thereon as mutually agreed upon in writing by the Parties shall be the “**Pump Station Area**”) to the City to use the pump station on and under the Pump Station Area as provided in the Declaration of Easement attached hereto and made a part hereof as **Schedule 1** (“**Easement**”); and

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties intending to be legally bound, hereby agree as follows:

1. The recitations heretofore set forth are true and correct and are incorporated herein by this reference. Terms not otherwise defined herein shall the meeting set forth in the Agreement. The Agreement as modified by this Amendment remains in full force and effect. To the extent of any inconsistency between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall supersede the control to the extent of such inconsistency.

2. Section 4.3 of the Agreement is amended to add sections (h) and (i) as follows:

(h) The Parties shall mutually agree upon the Pump Station Area prior to the end of the Pre-Development Period so that the Site Plan shall be based on a plan of development in form acceptable to Private Party, including that such Site Plan shall reflect the location of such Pump Station Area. The expiration of the Pre-Development Period shall automatically be extended on a day-for-day basis in the event the Parties are not able to agree upon the Pump Station Area by the end of the Pre-Development Period, provided such extension of the Pre-Development Period shall not exceed ninety (90) days.

(i) The Parties shall mutually agree upon a development agreement to address the allocation of responsibility between the City and Private Party for payment of the Pump Station improvements.

3. The City hereby approves the legal description of the Property attached as Exhibit A to the Agreement, which Property does include the Pump Station Area. The City hereby reserves and retains the right to utilize the Pump Station Area for the operation, repair and maintenance of the existing pump station (or replacement pump station in the same location) located thereon, as well as to utilize the underground pipes located underneath the Pump Station Area and the Property, as provided in the Easement, for purposes of operation, use, repair and maintenance of the pump station. Prior to issuance of a Certificate of Occupancy, the Private Party shall grant to the City the Easement to utilize the Pump Station Area with such area documented with an as-built survey showing the Pump Station Area, which Easement shall be executed by the Parties and recorded in the Public Records of Broward County, Florida.

4. The Comprehensive Agreement is amended to reflect that:

- (i) The conditions in Sections 4.2(c)(1), (2), (4), (5) and (6) have been satisfied. The condition in Sections 4.2(c)(3) has been satisfied based on execution of this Amendment.
- (ii) The Parties hereby agree to the terms of the FIRE/EMS Sublease in the form of **Schedule 2** attached hereto and made a part hereof (“**FIRE/EMS Sublease**”) and simultaneous with the execution of this Agreement, the Parties shall execute and deliver to each other such FIRE/EMS Sublease.
- (iii) Simultaneous with the execution of this Agreement, the City hereby agrees to promptly execute and deliver to the Private Party an affidavit in the form of **Schedule 3** attached hereto and made a part hereof (and Permitted Exceptions shall mean the exceptions in Schedule B Section II, Items 8, 9, 10, 11, 14 (as amended by extension of the term of the License Agreement dated _____, 2024, by the City and Las Olas Company, Inc. (“**Las Olas**”) as affected by the “Memorandum of Understanding” attached as **Schedule 4**), 15 and 17 of First American Title Insurance Company Commitment #7222-6421082 and the Plat of Colee Hammock as recorded in Plat Book 1, Page 17 of the public records of Broward County, Florida, the FIRE/EMS Sublease, and any other exceptions to title mutually agreed to by the Parties), and the City shall promptly execute and deliver to the Private Party the Memorandum of Understanding provided the Memorandum is executed by Las Olas.
- (iv) The condition in Section 4.2(c)(4) has been satisfied and the Parties agree that the City’s staffing costs shall be the “City Operating Expenses” or “City Operating Expense,” as defined in this Amendment, and \$100,000 is the

minimum threshold for capital repairs and/or improvements set forth in Section 11.1.

“City Operating Expenses” or “City Operating Expense” shall mean (i) expenditures by the City for salaries and benefits of city personnel, supplies, operating overhead, and administrative oversight allocated to the portion of such expenses directly related to the collection and recording of Parking Revenues from the Garage, and (ii) third-party expenses incurred by the City in connection with the collection and recording of Parking Revenue(s) in the Garage, such as meter fees, credit card fees, bank fees, audit fees, transaction fees, processing fees, software service fees and other third-party operational costs associated with the collection of Parking Revenues. All of the City Operating Expenses shall be determined annually. The City Operating Expenses are intended to compensate the City for its services in connection with collection of such Parking Revenues as contemplated by Section 255.065 F.S. as this project is intended to be self-sustaining and self-sufficient and the City shall not be obligated to use parking revenues from other City parking facilities to support the operation and maintenance of this Garage.

- (v) The Parties agree that except for the matters to be approved by the City Commission as set forth on **Schedule 5**, the City Manager shall have the authority to approve and/or consent to all matters set forth in the Agreement.

5. Section 7.1 of the Comprehensive Agreement is amended to acknowledge that the following:

The final sequence of work is subject to field conditions, and coordination with Public Works of the City, but conceptually the sequence is as follows:

- *A*13 Improvements*
 - *Panel Relocation*
 - *±27 LF Gravity Influent Installation*
- *Gravity Main Improvement*
 - *Installation of ±100 LF of gravity sewer, manhole, and connections to A31.*
- *Forcemain & Pump Station Demolition*

This above-described work must be completed prior to commencement of construction of the vertical Initial Improvements of the Qualified Project.

Any deviation from this sequence of work is subject to the approval of the City and subject to compliance with the City's Unified Land Development Regulations and Florida's Building Code. Demolition, site cleaning, grading, subsurface and foundation improvements (including piles) may occur concurrently with the sanitary improvements.

6. Additionally, Section 7.2 of the Comprehensive Agreement is amended to (i) delete Schedule 7.2 of the Comprehensive Agreement, (ii) reflect that Section 7.2(i) of the Comprehensive Agreement is deleted and Section 7.2(i) is amended to provide that the scope of the work to be performed by the Private Party with respect to the FIRE/EMS Station and/or any allowances to be provided by the Private Party to the FIRE/EMS Sub-Tenant are solely as set forth in the FIRE/EMS Sublease attached hereto as **Schedule 2**. Section 7.2 (iii) is deleted, but Tenant shall be required to pay the Tenant Common Area Amount as provided in the FIRE/EMS Sublease. In all other respects Section 7.2 of the Comprehensive Agreement remains unchanged and in full force and effect, including, without limitation, the requirement to complete the FIRE/EMS Station improvements as set forth Exhibit C of the FIRE/EMS Sublease "on or prior to a date 90 days after the date the first certificate of occupancy for the first Commercial Space, with all tenant improvements constructed thereon, so such tenant can commence to conduct business in such Commercial Space when completed".

7. This Amendment may be executed in one or more counterparts, each of which shall constitute one and the same instrument. Email copies or other forms of electronic signature of this Amendment shall be deemed to the originals.

8. The City and Private Party have executed this Amendment as of the day and year first signed by the last Party.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the City and Private Party have executed and delivered this Agreement and have intended the same to be and become effective on the month, day, and year written above.

WITNESSES:

CITY:

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

Signature

By: _____
Name: _____, Mayor

Print Name

Date: _____

Address: _____

Signature

By: _____
Name: _____, City Manager

Print Name

Address: _____

ATTEST:

(SEAL)

Name: _____, City Clerk

APPROVED AS TO FORM AND
CORRECTNESS

Thomas J. Ansbrosio, City Attorney

By: _____
Name: _____
Assistant City Attorney

WITNESSES:

Signature

Print Name

Address: _____

Signature

Print Name

Address: _____

PRIVATE PARTY:

LAS OLAS PARKING SOLUTIONS, LLC,
a Florida limited liability company

By: _____
Charles B. Ladd, Jr., Manager

Date: _____

SCHEDULE 1

EASEMENT

DECLARATION OF EASEMENT

Return to: (enclose self-addressed stamped envelope)

Name: Barry E. Somerstein, Esq.

Address:

Greenspoon Marder LLP
200 East Broward Boulevard, Suite 1800
Fort Lauderdale, Florida 33301

This Instrument Prepared by:

Barry E. Somerstein, Esquire
Greenspoon Marder LLP
200 East Broward Boulevard
Suite 1800
Fort Lauderdale, Florida 33301

THIS DECLARATION OF EASEMENT (“Agreement”) is made and entered into this _____ day of _____, 202__, by and between **THE CITY OF FORT LAUDERDALE, FLORIDA**, a municipal corporation of the State of Florida, whose mailing address is _____ (“City”) and **LAS OLAS PARKING SOLUTIONS, LLC**, a Florida limited liability company (“Private Party” together with City are collectively “Parties” and individually a “Party”).

(Whenever used herein the terms “Grantor” and “Grantee” include all the parties to this instrument and their heirs, legal representatives, assigns and successors in title.)

RECITALS

WHEREAS, City owns the property located in Fort Lauderdale, Florida, as more particularly described in **Exhibit A** attached hereto and made a part hereof (“Property”) of which the property described on **Exhibit B** attached hereto and made a part hereof (“Pump Station Area”) is a portion of such Property; and

WHEREAS, City and Private Party are parties to the Comprehensive Agreement dated as of July 31, 2023, as may be amended from time to time (“Comprehensive Agreement”), which Comprehensive Agreement is evidenced by a Memorandum of Comprehensive Agreement recorded under Instrument Number 119064164 of the Public Records of Broward County, Florida; and

WHEREAS, the Private Party shall own, develop and operate the “Qualified Project” (as defined in the Comprehensive Agreement) on the Property; and

WHEREAS, the City owns a pump station located on the Pump Station Area and certain underground utility lines under the Pump Station Property needed to operate such pump station (collectively “Pump Station Facility”); and

WHEREAS, the City desires to reserve the right to own and operate the Pump Station Facility on and under the Pump Station Area; and

WHEREAS, Private Party desires to grant to the City a non-exclusive easement over the Private Party’s leasehold interest in the Pump Station Area for the benefit of the City for the City to repair, maintain, utilize, operate and repair of the Pump Station Facility on and beneath the Pump Station Area, together with reasonable ingress and egress over, upon and across the Pump Station Area to use, repair and maintain such Pump Station Facility (collectively the “Pump Station Easement”).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. RECITALS. The recitals set forth hereinabove are true and correct in all respects and are incorporated herein by this reference.

2. GRANT OF EASEMENT. By this instrument and subject to its terms and conditions, the City reserves the right to access, maintain, use and repair the Pump Station Facility upon the Pump Station Site and the Private Party grants to the City during the term of the Comprehensive Agreement, the Pump Station Easement. The Private Party shall not install any improvements or conduct any activity which will conflict or interfere with the City’s use of the Pump Station Facility.

3. MAINTENANCE OF EASEMENT. The City shall pay for all costs and expenses in connection with the use, repair and maintenance of the Pump Station Facility and the City shall maintain the Pump Station Area and Pump Station Facility in good condition and repair, free of liens created by or through the City. Notwithstanding the foregoing, as stated in the Comprehensive Agreement, the parties shall agree on the allocation of costs between the City and the Private Party to pay for the Pump Station improvements.

4. COMPLIANCE. The City shall comply with all applicable laws, codes, rules, regulations, statutes, ordinances, permits, rules and regulations of applicable governmental authorities, including environmental laws, with respect to use and enjoyment of any of the rights and easements granted herein. In connection with any work to be performed by the City pursuant to this Agreement, all work shall be in accordance with all applicable governmental requirements and permits to the extent appropriate and shall be done in a good and workmanlike manner, free and clear of liens and encumbrances.

5. INDEMNIFICATION. Subject to any right of sovereign immunity and subject to the limits of F.S. 768.28, as amended, which the City may have, the City hereby indemnifies, defends and holds harmless Private Party and their directors, officers, employees and agents, and their respective heirs, successors and assigns, from and against any and all liability to any person or entity for or on account of any death or injury to persons or any damage to property, as well as any loss, damage, lien, claim, injury or expense (including reasonable attorneys' fees and costs) which is caused by the negligence or willful act or omission of the City or, resulting from, arising out of or occurring in connection with the use of the Pump Station Area by the City and/or any breach by the City of this Agreement, except to the extent caused by Private Party's negligence or willful act or omission.

6. ENFORCEMENT. The rights, easements and covenants contained herein shall be enforceable by either party by suit for damages (excluding exemplary, consequential, special, indirect or punitive damages), specific performance and/or mandatory and/or prohibitory injunctive relief, in addition to any other remedy provided by law or equity.

7. ATTORNEYS' FEES. In the event of any litigation concerning this Agreement, any provision hereof, or any right or easement reserved or arising under, out of or by virtue of the execution of the delivery and/or recordation of this instrument, the prevailing party in such litigation shall be entitled to recover its reasonable attorneys' fees and other legal expenses related thereto, including without limitation, those incurred at or before the trial level or in any appellate, bankruptcy or administrative proceeding.

8. WAIVER. No waiver of any of the provisions of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted and any such waiver shall only be applicable to the specific instance in which it relates and shall not be deemed to be a continuing or future waiver unless the writing so states.

9. GOVERNING LAW AND SELECTION OF FORUM. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and venue for any litigation arising hereunder shall be in Broward County, Florida.

10. CAPTIONS. The captions and paragraph headings contained in this Agreement are for reference and convenience only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of the provisions hereto.

11. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same Agreement.

12. AMENDMENT. No modification or amendment of this Agreement shall be of any force or effect unless in writing executed by the Parties and recorded in the Public Records of Broward County, Florida.

13. SEVERABILITY. If any provision of this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of

the remaining provisions hereof and any other application thereof shall not in any way be affected or impaired, and such remaining provisions shall continue in full force and effect.

14. LIENS. The City will not suffer or permit any mechanics' lien, equitable lien or any other lien or encumbrance of any kind to be filed or otherwise asserted against any the leasehold estate in portion of the Property and will cause any such lien to be released or bonded within thirty (30) days after receipt of written notice of the same from Private Party, time being of the essence. By operation of law, the City's fee interest in the Property is immune from encumbrance, levy or attachment.

15. MISC. As used in this Agreement, the singular shall include the plural, the plural shall include the singular, and words of any gender shall include the other genders as the context may require. The headings are for convenience only and shall not be interpreted to impart any meaning to the text. The recitals set forth above are true and correct and incorporated herein by reference.

16. ENTIRE AGREEMENT. This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

17. NO MERGER. It is the intent of the Parties that even though the City owns the fee interest in the Pump Station Area and is being granted the Pump Station Easement over Private Party's leasehold interest in the Pump Station Area, the Pump Station Easement is hereby intended to remain in full force and affect during the term of the Comprehensive Agreement and shall not be affected by the doctrine of merger.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the City and Private Party have executed and delivered this Agreement and have intended the same to be and become effective on the month, day, and year written above.

WITNESSES:

CITY:

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

Signature

By: _____
Name: _____, Mayor

Print Name

Date: _____

Address: _____

Signature

By: _____
Name: _____, City Manager

Print Name

Address: _____

(SEAL)

ATTEST:

Name: _____, City Clerk

APPROVED AS TO FORM AND
CORRECTNESS

Thomas J. Ansbro, City Attorney

By: _____
Name: _____
Assistant City Attorney

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this ____ day of _____, 202__, by means of physical presence or online notarization by _____, the Mayor of the **CITY OF FORT LAUDERDALE**, a municipal corporation of Florida. He/She is personally known to me and did not take an oath.

(SEAL)

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this ____ day of _____, 202__, by means of physical presence or online notarization by _____, the City Manager of the **CITY OF FORT LAUDERDALE**, a municipal corporation of Florida. He/She is personally known to me and did not take an oath.

(SEAL)

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:

WITNESSES:

PRIVATE PARTY:

LAS OLAS PARKING SOLUTIONS, LLC,
a Florida limited liability company

Signature

By: _____
Charles B. Ladd, Jr., Manager

Print Name

Date: _____

Address: _____

Signature

Print Name

Address: _____

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this _____ day of _____, 202__, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of physical presence or online notarization by Charles B. Ladd, Jr., the Manager of **LAS OLAS PARKING SOLUTIONS, LLC**, a Florida limited liability company, freely and voluntarily under authority duly vested in him by said company. He is personally known to me or who has produced _____ as identification.

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:

EXHIBIT "A" TO EASEMENT
LEGAL DESCRIPTION OF PROPERTY

Lots 1, 2, 3, 4, 5, 6, 7, and 8, Block 9, COLEE HAMMOCK, according to the Plat thereof, as recorded in Plat Book 1, Page 17 of the Public Records of Broward County, Florida.

EXHIBIT "B" TO EASEMENT

LEGAL DESCRIPTION OF PUMP STATION AREA

The legal description of the Pump Station Area shall be a legal description mutually agreed to by the Parties as provided in the Comprehensive Agreement.

SCHEDULE 2
FIRE/EMS SUBLEASE AGREEMENT

Schedule 2 - 1

FIRE/EMS SUBLEASE AGREEMENT

THIS FIRE/EMS SUBLEASE AGREEMENT (“**Sublease**”) is made as of this ____ day of _____, 202__ by and between:

LAS OLAS PARKING SOLUTIONS, LLC, a Florida limited liability company, its successors and assigns, whose mailing address is 699 N Federal Hwy, Suite 200, Fort Lauderdale, FL 33304 (“**Landlord**”)

-and-

City of Fort Lauderdale, a Florida municipal corporation, whose mailing address is 101 N.E. Third Avenue, Suite 2100, Fort Lauderdale, FL 33301 (“**Tenant**” or “**City**”, and together with Landlord, collectively “**Parties**” and individually “**Party**”).

WITNESSETH

WHEREAS, Landlord is the Tenant under that certain Comprehensive Agreement dated July 31, 2023, as amended (“**Comprehensive Agreement**”), by and between Landlord and Tenant with respect to the property described on **Exhibit “A”** attached hereto and made a part hereof (“**Master Premises**”); and

WHEREAS, Landlord will be constructing certain improvements to be located upon the Master Premises (“**Improvements**”) which Improvements shall include the portion of the Improvements described on **Exhibit “B”** attached hereto and made a part hereof (“**Premises**”).

1. **SUBLEASE.** Landlord and City acknowledge and agree that this is a sublease of the Landlord’s interest in the Comprehensive Agreement. Notwithstanding anything contained herein to the contrary, Tenant agrees that the performance by Landlord of its obligations hereunder are based upon the City’s obligations to perform under the Comprehensive Agreement its obligations as the master landlord under the Comprehensive Agreement, and Landlord shall not be liable to the City for any default by the City under the Comprehensive Agreement. To the extent of any covenants or obligations under the Comprehensive Agreement (other than the payment of rent required to be paid or performed by Landlord to the City under the Comprehensive Agreement), Tenant agrees that to the extent such obligations pertain to the Premises (other than to construct the Premises as provided in the Work Letter), Tenant shall perform such obligations as and when required under the Comprehensive Agreement. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises to be located at the “Qualified Project” (as defined in the Comprehensive Agreement). Notwithstanding anything herein to the contrary, this Sublease shall not be deemed an amendment or novation of the Comprehensive Agreement or a release of the Landlord’s obligations, including any indemnities in favor of the Tenant, under the Comprehensive Agreement, but to the extent of any inconsistency between this Sublease and the Comprehensive Agreement, this Sublease shall control as to the interpretation and enforcement of this Sublease.

2. **TERM AND POSSESSION.**

(a) **Lease Term.** The term of this Sublease shall commence on the date that Landlord's Work, as hereinafter defined, is substantially completed and a Certificate of Occupancy is issued for the Premises (the "**Commencement Date**"). The Lease Term shall run from the Commencement Date until the Comprehensive Agreement terminates, unless otherwise terminated earlier pursuant to the terms of this Sublease or Comprehensive Agreement, as the case may be (the "**Lease Term**").

(b) "**Landlord's Work**", which shall be performed at Landlord's sole cost and expense, is described on **Exhibit "C"** to this Sublease ("**Work Letter**").

(c) Upon Landlord completing the Landlord Work, Landlord shall notify Tenant and the Landlord and Tenant shall inspect the Premises and Tenant shall advise Landlord of any punch list items which Tenant believes was not completed in accordance with the plans and specifications for the Landlord Work ("**Punch List Items**"). To the extent Landlord fails to properly perform the Landlord Work, then Landlord agrees it shall repair the deficiencies within a reasonable period of time after the Commencement Date to the extent such Punch List Items do not materially impede the ability of Tenant to occupy the Premises. To the extent Landlord and Tenant do not agree as to the scope of the Punch List Items, then the Parties shall submit such dispute to binding arbitration in which one arbitrator shall hear the cause in accordance with the rules the American Arbitration Association and the determination and such arbitrator shall be binding on the Parties. The non-prevailing Party shall pay the costs of such arbitration. Other than the Punch List Items, and Landlord's partial assignment of the construction warranty from the contractor performing such work as provided in the Work Letter. Tenant shall be deemed to have accepted the Premises in its then "AS IS" condition and other than as set forth in this Sublease, Landlord shall have no duty or obligation to maintain, alter, improve or repair the Premises. The taking of possession of the Premises by Tenant shall be conclusive evidence that the Premises were in good and satisfactory condition at the time possession was taken other than as set forth in the Punch List Items.

(d) Upon the Commencement Date, Tenant shall pay Landlord, in advance, a partial year of Tenant Common Area Amount (as hereafter defined) prorated over the time period from Commencement Date to December 31 of the year of the Commencement Date ("**Partial Year**"). "**Lease Year**" shall mean the calendar year commencing on the first January 1 following the Commencement Date and each calendar year thereafter. On the 31st day of the first Lease Year and on the 31st day of each Lease Year thereafter, Tenant shall pay Landlord, in advance, a full year of the then Tenant Common Area Amount by January 31st of the respective year.

(e) Upon the expiration of the Term of the Comprehensive Agreement, this Sublease shall terminate and the City, as owner of the Master Premises, shall continue to own the Master Premises and the Improvements thereon, free and clear of all subleases, including this Sublease.

3. **RENTAL.**

(a) **Base Rental.** The Base Rent shall be \$1.00 per Lease Year, which Base Rent has been prepaid for the Term of this Sublease.

(b) **Tenant Common Area Amount.** The term “**Tenant Common Area Amount**” shall be an amount of Rent equal to Fifty-Three Thousand One Hundred Dollars (\$53,100) as adjusted, as provided in this Sub-Lease (prorated based on a 360 day year during the Partial Year) and \$53,100 payable on January 31 of the second Lease Year, and the 31st day of January of each Lease Year thereafter the Tenant shall pay Landlord the Tenant Common Area Amount then in effect increased on the first day of the second Lease Year and on the first day of each consecutive Lease Year thereafter (each such date being a “**Date of Adjustment**”) by the “**Adjustment Amount**”, as hereinafter defined. The term “**Adjustment Amount**” shall mean an amount equal to the greater of (a) one hundred three percent (103%) of the Tenant Common Area Amount then in effect on the date immediately prior to each applicable Date of Adjustment, or (b) the Tenant Common Area Amount in effect on a day immediately prior to each applicable Date of Adjustment multiplied by a percentage whereby the numerator is the “**CPI Index**” (as hereafter defined) in effect one month prior to each applicable Date of Adjustment and the denominator of which is the CPI Index in effect thirteen (13) months prior to each applicable Date of Adjustment. The “**CPI Index**” shall mean the Consumer Price Index for all urban consumers (“**CPI-U**”) for all items (U.S. city average) published by the Bureau of Statistics, U.S., U.S. Department of Labor (1967=100). If the Bureau of Labor Statistics shall ever cease to publish or compile the CPI-U, then the CPI Index shall thereafter mean such other index of process published by the U.S. Government, as most closely approximates the CPI-U now published.

(c) **Additional Rent.**

(i) **Commencement Date:** The term “**Rent**”, as used in this Sublease, shall mean and refer to Tenant Common Area Amount, any other monies owed by Tenant to Landlord (“**Additional Rent**”) and other sums payable by Tenant to Landlord pursuant to this Sublease. All Rent shall commence on the Commencement Date. 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 the funds necessary to satisfy the monetary obligations of Tenant for any fiscal year, then Tenant shall have the right to terminate this Lease upon thirty (30) days written notice to Landlord (“**Annual Appropriation Termination**”).

(ii) Tenant’s obligation to payment rent, additional rent, late fees and interest is subject to the provisions of Florida’s Prompt Payment Act.

(iii) **Payment Without Notice or Demand.** All Rent shall be paid to Landlord without notice or demand, and without counterclaim, offset, deduction, abatement, suspension, deferment, diminution or reduction.

(d) **Late Fee:** Tenant recognizes that late payment of any Rent (as hereinafter defined) or other sum due hereunder from Tenant to Landlord will result in administrative expense

to Landlord, the extent of which additional expense is extremely difficult and economically impractical to ascertain. Tenant therefore agrees that if Rent or any other payment due hereunder from Tenant to Landlord remains unpaid forty-five (45) days after the same is due, the amount of such unpaid Rent or other payment shall be increased by a late charge to be paid Landlord by Tenant in an amount one percent (1.0%) per month of the amount of the delinquent Rent. The amount of the late charge to be paid to Landlord by Tenant for any particular month shall be computed on the aggregate amount of delinquent Rent and other payments, including all accrued late charges then outstanding. Tenant agrees that such amount is a reasonable estimate of the loss and expense to be suffered by Landlord as a result of such late payment by Tenant and may be charged by Landlord to defray such loss and expense. The terms of this paragraph in no way relieves Tenant of the obligation to pay Rent or other payments on or before the date on which they are due, nor do the terms of this paragraph in any way affect Landlord's remedies pursuant to this Sublease in the event said Rent or other payment is unpaid after the date due.

(e) **Sales Tax:** Tenant is a Florida municipal corporation. As such, Tenant qualifies for exemption from the payment of sales or use taxes on its Rent. To the extent that Tenant is exempt from the payment of sales or use taxes on its Rent, it shall not be obligated to remit to Landlord sales or use tax on its Rent. However, to the extent required by law, Tenant shall pay to Landlord monthly the equivalent of the then existing sales, use or similar tax payable on rent required by tenants in Broward County, Florida (“**Sales Tax**”) on all amounts paid as Rent hereunder, which sum is to be paid to the State of Florida by the Landlord in respect of sales or use taxes. Should such tax rate change under the Florida Sales Tax Statute or other applicable statutes, codes, or regulations, Tenant will pay Landlord the amounts reflective of such changes to the extent required by law.

(f) **Utilities and Janitorial Services:** Tenant, at its sole cost and expense, will cause the Premises to be cleaned and generally cared for by its janitor service. Tenant shall pay as and when due all charges for utilities servicing the Premises.

4. **SECURITY DEPOSIT.** Tenant shall not have the obligation to pay a security deposit.

5. **OCCUPANCY AND USE.**

(a) Tenant shall use and occupy the Premises for the purpose of operating a fire rescue and emergency substation or other municipal use together with ancillary uses related to such fire rescue and public safety facility to be used by the City of Fort Lauderdale Fire Department and for no other purpose without the prior written consent of Landlord. Tenant agrees that the Tenant shall continuously operate the Premises for the Permitted Use during the Term, subject to reasonable periods of non-operation resulting from casualty and/or condemnation as provided in this Lease.

(b) Tenant shall not use or allow the Premises to be used for any improper, immoral, unlawful, or objectionable purposes or for any business, use or purpose deemed to be disreputable or inconsistent with the operation of a first-class mixed-use building, nor shall Tenant cause or maintain or permit any nuisance in, on, or about the Premises. Tenant shall not commit or suffer the commission of any waste in, on, or about the Premises. In the event Tenant is not in

compliance with this Paragraph 5(b) at any time during the Lease Term, Landlord may, at its option, after giving Tenant notice and the cure period set forth in Paragraph 19 (i) correct to the best of its ability the noncompliance, in which case all reasonable expenses associated therewith shall be borne by Tenant, or (ii) pursue other remedies available to it under this Sublease or at law.

(c) During the Term of the Sublease, the Tenant shall be given a non revocable license to utilize fourteen (14) parking spaces in the “Garage” (as defined in the Comprehensive Agreement) in the general area shown on Schedule 5(c) attached hereto (as such Fire EMS Spaces may be relocated by Landlord from time to time subject to the reasonable approval of the Tenant) that shall be designated for the exclusive use of the Tenant in connection with its use of the Premises (“**Fire EMS Spaces**”) which Fire/EMS Spaces shall provide for the security of vehicles using such Fire/EMS Spaces as set forth in the Work Letter. The FIRE/EMS Spaces shall be isolated and inaccessible to the public and shall otherwise comply with the City’s obligation under its collective bargaining agreements with the fire unions.

6. **COMPLIANCE WITH LAWS.** Tenant shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance, or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall not do or permit anything to be done on or about the Premises or bring or keep anything therein which will in any way increase the rate of any insurance upon the Property or any of its contents or cause a cancellation of said insurance or otherwise affect said insurance in any manner, and Tenant shall at its sole cost and expense promptly comply with all laws, statutes, ordinances, and governmental rules, regulations, or requirements now in force or which may hereafter be in force and with the requirements of any board of fire underwriters or other similar body now or hereafter constituted relating to or affecting the condition, use, or occupancy of the Premises. Subsequent to Tenant taking possession, in the event Tenant's use of the Premises directly result in the need to alter any common areas of the Qualified Project that uniquely pertain to the Premises in order to comply with Americans with Disabilities Act requirements, or other governmental requirements, Tenant shall pay the costs associated with Tenant's proportionate share of the cost of compliance that relate uniquely to the Premises within thirty (30) days of demand by Landlord. All such work to bring the common areas into compliance shall be performed by Landlord.

7. **ALTERATIONS.** Tenant shall not make or suffer to be made any alterations, additions, or improvements which affects the exterior of the Premises, any structural components or building systems of the Improvements in, on, or to the Premises or any part thereof without the prior written consent of Landlord; and any such alterations, additions, or improvements in, on or to said Premises, except for Tenant's movable furniture, supplies, inventory, fire apparatus, trucks, equipment and other property which is not permanently affixed to the Property, shall immediately become Landlord's property and, at the end of the term hereof, shall remain on the Premises without compensation to Tenant. In the event Landlord consents to the making of any such alterations, additions, or improvements by Tenant, the same shall be made by Tenant, at Tenant's sole cost and expense, in accordance with plans and specifications approved by Landlord, and any contractor or person selected by Tenant to make the same, and all subcontractors, must first be approved in writing by Landlord which such approval shall not be unreasonably withheld, or, at Landlord's option, the alteration, addition or improvement shall be made by Landlord for Tenant's account and Tenant shall reimburse Landlord for the cost thereof upon demand. Upon the

expiration or sooner termination of the term herein provided, Tenant shall upon demand by Landlord, at Tenant's sole cost and expense, forthwith and with all due diligence remove any or all alterations, additions, or improvements made by or for the account of Tenant which are designated by Landlord to be removed, and Tenant shall forthwith and with all due diligence, at its sole cost and expense, repair and restore the Premises to their original condition.

8. **REPAIR.**

(a) Subject to the terms of the Work Letter and the Punch List Items set forth in Section 2(c), by taking possession of the Premises, Tenant accepts the Premises as being in the condition in which Landlord is obligated to deliver them and otherwise in good order, condition and repair. Tenant shall, at all times during the term hereof, as from time to time extended, at Tenant's sole expense, keep the Premises and every part thereof in good order, condition and repair, excepting ordinary wear and tear, damage thereto by fire, earthquake, or act of God. Tenant shall upon the expiration or sooner termination of the term hereof, unless Landlord demands otherwise as in Paragraph 6 hereof provided, surrender to Landlord the Premises and all repairs, changes, alterations, additions and improvements thereto in the same condition as when received, or when first installed, ordinary wear and tear, damage by fire, earthquake or act of God excepted. It is hereby understood and agreed that Landlord has no obligation to alter, remodel, improve, repair, decorate, or paint the Premises or any part thereof, except as set forth in this paragraph or in the Work Letter.

(b) **Landlord's Responsibility.** Landlord shall, at its expense, maintain in good repair the foundation of the building and the structural soundness of the exterior walls (but not including glass or plate glass doors or storefronts to be maintained and repaired by Tenant) of the Qualified Project. The foregoing notwithstanding, Tenant shall at its sole cost and expense, repair, replace and pay for any damage or maintenance to the roof, foundation and exterior walls caused by any act or omission of Tenant or Tenant's employees, guests, agents, invitees, suppliers or contractors or by default of Tenant hereunder. Tenant shall immediately give Landlord written notice of any need for maintenance or repairs which Landlord is obligated to cure or provide pursuant to this Section after which Landlord shall have a reasonable opportunity to repair the same. Landlord's liability hereunder shall be limited only to the cost of providing such maintenance or repairs and shall in no event be construed to include any damage, consequential or otherwise that may be sustained by Tenant or any others by reason of such needed maintenance and repairs. Tenant waives all rights to make repairs at the expense of Landlord as provided for in any statute or law in effect or hereafter enacted.

(c) **Tenant's Responsibility.** Tenant shall, at its sole cost and expense, promptly make or cause to be made all needed repairs, replacements, renewals or additions to the Premises, and the HVAC system and utilities servicing the Premises (except those portions of the Premises which are the specific responsibility of Landlord pursuant to this Sublease) including, but not limited to, Tenant maintaining and repairing the HVAC system servicing the Premises, electric, plumbing, water, sewer, telecommunications and other utilities within the Premises, windows, glass and plate glass, doors and any special store-front, interior walls and finish work, floors and floor coverings, gutters, and plumbing. All such repairs or replacements shall be of quality commensurate with the quality of the Qualified Project and shall be constructed and

installed to the satisfaction of Landlord and in compliance with all governmental codes or requirements.

(d) **Tenant's Failure to Maintain.** If Tenant fails, refuses or neglects to perform any maintenance, repairs or replacements required hereunder to the reasonable satisfaction of Landlord within thirty (30) days after written demand by Landlord, Landlord in addition to any other rights and remedies available to Landlord, may perform such maintenance, repairs or replacements and Tenant shall pay Landlord's reasonable and actual costs without any markups, with reasonable supporting documentation, within thirty (30) days after presentation of a statement therefor, and shall costs shall be deemed Additional Rent hereunder.

9. **LIENS.** Tenant shall keep the Premises free from any liens arising out of any work performed, material furnished, or obligations incurred by Tenant. In the event that Tenant shall not, within thirty (30) days following notice by the Landlord of the imposition of any such lien arising out of any work performed, material furnished or obligations incurred by Tenant, cause the same to be released of record by payment or posting of a proper bond, Landlord shall have, in addition to all other remedies provided herein and by law, the right, but not the obligation, to cause the same to be released by such means as it shall deem proper, including payment of the claim giving rise to such lien. All such sums paid by Landlord and all expenses incurred by it in connection herewith shall be considered Additional Rent and shall be payable to Landlord by Tenant on demand and with interest at the rate of one percent (0.1%) per month (hereinafter called the "**Agreed Interest Rate**"). Landlord shall have the right at all times to post and keep posted on the Premises any notices permitted or required by law, or which Landlord shall deem proper, for the protection of Landlord, the Premises, the Qualified Project, and any other Party having an interest thereto from construction, mechanics and materialmen's liens, and Tenant shall give to Landlord at least ten (10) business days prior written notice of commencement of any construction on the Premises. Landlord and Tenant hereby give notice that no Party providing labor, services or materials for the improvement of the Premises for or at the direction of Tenant shall be entitled to a lien against Landlord's interest in the Premises, including Landlord's leasehold interest in the Property and the Qualified Project but must look instead only to Tenant and Tenant's interest under this Sublease to satisfy such claims. Tenant shall not be deemed to be the agent of Landlord, so as to confer upon a laborer bestowing labor upon or within the real property underlying the Premises or upon materialmen who furnish material incorporated in the construction and improvements upon the foregoing, a construction lien pursuant to Chapter 713, Florida Statutes, as same may be amended from time to time, or an equitable lien upon the Landlord's right, title or interest in and to the Premises. These provisions shall be deemed a notice under Section 713.01 (26) as well as Section 713.10(1) & (2)(b) Florida Statutes, as same may be amended from time to time, of the "non-liability" of the Landlord. Within the limitations and subject to the conditions contained in § 768.28, Florida Statutes (2016), as same may be amended from time to time, Tenant agrees to indemnify, defend and hold Landlord harmless from and against any damage or loss incurred by Landlord as a result Tenant's failure to perform in accordance with this Paragraph 9.

10. **ASSIGNMENT AND SUBLETTING.** Tenant shall not sell, assign, encumber or otherwise transfer directly or indirectly by operation of law or otherwise this Sublease or any interest herein, nor sublet the Premises or any portion thereof or suffer any other person to occupy or use the Premises or any portion thereof, without the prior written consent of Landlord in

Landlord's sole discretion, nor shall Tenant permit any lien to be placed on the Tenant's interest by operation of law.

11. **INSURANCE AND INDEMNIFICATION.**

(a) So long as Tenant is a governmental entity, Tenant shall be permitted to self-insure under the provisions of § 768.28, Florida Statutes, as same may be amended from time to time, for commercial general liability coverage, contents coverage in a Special Causes of Loss form, and Chapter 440, Florida Statutes, for workers' compensation, and employer's liability coverage.

(b) The Tenant shall maintain at its own expense and keep in effect during the full term of the Lease, self-insurance under a Risk Management Program in accordance with § 768.28, Florida Statutes and the Tenant will provide a letter of self-insurance evidencing same. If Tenant does not maintain a self-insurance program, then Tenant shall obtain and keep in full force and effect the following insurance coverages:

(i) Commercial general liability insurance on an occurrence basis on the then most current Insurance Services Office (ISO) form in the minimum amounts of \$1 million per occurrence, \$2 million general aggregate;

(ii) Contents coverage in a Special Causes of Loss form property insurance (ISO CP 10 30 or equivalent), in an amount adequate to cover 100% of the replacement cost of the Tenant's property at the Premises;

(iii) Workers' compensation insurance and employer's liability insurance. Tenant provides waiver of subrogation in favor of the Landlord for workers' compensation claims incurred by the Tenant;

(iv) Tenant's insurance shall provide primary coverage to the Landlord when any policy issued to Landlord provides duplicate or similar coverage, and in such circumstance, Landlord's policy will be excess over Tenant's policy; and

(v) All Tenant's insurance, except for coverage on Tenant's personal property and Tenant's workers' compensation insurance, shall cover the Landlord as an additional insured.

(c) All insurance policies shall be written with insurance companies having a rating of at least "A-" and a financial size category of at least "Class VII" as rated in the most recent edition of "A.M. Best's Key Rating Guide" for insurance companies. The commercial general liability policy shall cover the Landlord and its lenders as an additional insured on ISO CG 20 26 04 13 or equivalent and require prior notice of cancellation to be delivered in writing to Landlord within the time period applicable to the first named insured. Coverage amounts for the liability insurance may be increased periodically in accordance with industry standards for similar properties with the approval of both parties.

(d) Landlord's Insurance. Landlord will carry and maintain, at Tenant's expense (as an Operating Cost hereunder):

(i) Insurance required to be maintained by the Landlord (as tenant under the Comprehensive Agreement);

(ii) other coverages as may be required by the lender providing financing to Landlord;

(iii) such other insurance on the Premises as Landlord may require in such amounts as may from time to time be required against insurable casualties including, without limitation, plate glass insurance, flood insurance (including surface waters) if the Premises are located in an area identified by the Secretary of Housing and Urban Development or any other official having jurisdiction thereof as having special flood hazards and in which flood insurance has been made available under the National Flood Insurance Act of 1963 (or any successor act thereto) or should such insurance be required under the Flood Disaster Protection Act of 1973.

(e) Indemnification. Each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

12. **WAIVER OF SUBROGATION**. Each of the Landlord and Tenant hereby releases the other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to property caused by fire or any other perils insured in policies of insurance for any loss or damage to property caused by fault or negligence covering such property, even if such loss or damage shall have been caused by the fault or negligence of the other Party, or anyone for which such Party may be responsible, including any other tenants or occupants of the remainder of the Property; provided however, that this release shall be applicable and in force and effect only to the extent that such release shall be lawful at the time and in any event only with respect to loss or damage occurring during such time as the releaser's policies shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair said policies or prejudice the right of the releaser to coverage thereunder and then only to the extent of the insurance proceeds payable under such policies. The Tenant agrees such waiver of subrogation is part of its self-insurance program and Tenant shall not look to Landlord for loss or damage caused by fire or other perils caused to Landlord or anyone for which Landlord shall be responsible. Each of Landlord and Tenant agrees that it will request its insurance carriers to include in its policies such a clause or endorsement. If extra costs shall be charged therefore, each Party shall advise the other thereof and of the amount of the extra cost and the other Party, at its election, may pay the same, but shall not be obligated to do so. If such other Party fails to pay such extra cost, the release provisions of this paragraph shall be inoperative against such other Party to the extent necessary to avoid invalidation of such releaser's insurance.

13. **SERVICES AND UTILITIES**. Landlord shall in no event be liable for any intermittent interruption or failure of utility services in, on or to the Premises, and no such intermittent interruption or failure shall constitute a partial or whole constructive eviction or entitle Tenant to abate or set off against the Rent, provided that such intermittent interruption of services

does not result from Landlord's negligence and provided, further that Landlord shall cause such intermittent interruption of services to be restored as soon as commercially practicable.

14. **ESTOPPEL CERTIFICATE.** Tenant agrees to furnish from time to time when requested by Landlord, the holder of any deed of trust or mortgage or the lessor under any ground lease covering all or any part of the Property or the improvements therein or the Premises or any interest of Landlord therein, a certificate signed by Tenant confirming and containing such factual certifications and representations as may be reasonably requested by Landlord, the holder of any deed of trust or mortgage or the lessor under any ground lease covering all or any part of the Qualified Project or the improvements herein or the Premises or any interest of Landlord therein, including without limitation:

- (a) Confirming whether this Sublease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified, and stating the modifications);
- (b) Confirming whether there have been any defaults thereunder by Landlord or Tenant (or if there have been defaults, setting forth the nature thereof);
- (c) the date to which the rent and other charges have been paid, if any; and
- (d) the amount of the security deposit, if any.

Tenant shall, within thirty (30) days following receipt of said proposed certificate from Landlord, return a fully executed copy of said certificate to Landlord, and Tenant's failure to deliver such statement within such time shall be a default under this Sublease. In the event Tenant shall fail to return a fully executed copy of such certificate to Landlord within the foregoing thirty (30) day period, then Tenant shall be deemed to have approved and confirmed all of the terms, certifications and representations contained in the certificate sent to Tenant by Landlord, and Landlord, any holder of a mortgage, any lessor under a ground lease and any purchase of the Property may rely upon the accuracy of such certificate. The City Manager shall have the authority to issue this certificate without the approval of the governing body of the City.

15. **HOLDING OVER.** Tenant will, at the termination of this Sublease by lapse of time or otherwise, yield up immediate possession to Landlord. If Tenant retains possession of the Premises or any part thereof after such termination, then Landlord may at its option, serve written notice upon Tenant that such holding over constitutes a renewal of this Sublease for one year, and from year to year thereafter, provided Tenant is not in breach, default, or otherwise in violation of this Sublease. Tenant shall also pay to Landlord all damages sustained by Landlord resulting from a retention of possession by Tenant, including the loss of any proposed subsequent tenant for any portion of the Premises. The provisions of this paragraph shall not constitute a waiver by Landlord of any right of re-entry as herein set forth; nor shall receipt of any rent or any other act in apparent affirmance of the tenancy operate as a waiver of the right to terminate this Sublease for a breach of any of the terms, covenants or obligations herein on Tenant's part to be performed.

16. **SUBORDINATION AND ATTORNMENT.**

(a) Without the necessity of any additional document being executed by Tenant for the purpose of effecting a subordination, this Sublease shall be and is hereby made junior, inferior, subject and subordinate in all respects and at all times to: (a) all ground leases or underlying leases which may now exist or hereafter be executed affecting the Qualified Project, and (b) the lien or interest of any mortgage lien to secure debt which may now exist or hereafter be executed in any amount for which said Qualified Project, land ground leases or underlying leases, or Landlord's interest or estate in any of said items is specified as security (any such lease, mortgage or deed being referred to in this Paragraph as a "Mortgage"), provided, however, such agreement to subordinate this Lease as set forth above shall be subject to such lien holder agreeing that as long as Tenant is current and in good standing under its obligations under this Lease, Tenant's rights under this Lease shall not be disturbed and, subject to the limitations otherwise set forth in this Lease with regard to termination of Tenant's rights under this Lease. Notwithstanding the foregoing, Landlord or the holder of a Mortgage shall have the right to subordinate or cause to be subordinated any Mortgage to this Sublease.

(b) In the event that any Mortgage is foreclosed or a conveyance in lieu of foreclosure is made for any reason, or if any underlying lease terminates, Tenant shall, notwithstanding any subordination, attorn to and become the Tenant of the successor in interest to Landlord at the option of such successor in interest. Tenant agrees to execute such non-disturbance and attornment agreements as the holder of any Mortgage may reasonably require, provided such non-disturbance or attornment agreement or both do not amend or revise the underlying terms and conditions of this Sublease. Upon a request by Tenant, Landlord shall use reasonable efforts to request the holder of the Mortgage to agree to recognize Tenant's rights under this Sublease in the event of a foreclosure or deed in lieu of foreclosure of the Mortgage so long as Tenant is not in default under the terms of this Sublease. Tenant covenants and agrees to execute and deliver, upon demand by Landlord and in the form requested by Landlord, provided the form provided by Landlord do not amend or revise the underlying terms and conditions of this Sublease, any additional documents evidencing the priority or subordination of this Sublease with respect to any Mortgage.

17. **RE-ENTRY BY LANDLORD.**

(a) Landlord reserves and shall during normal business hours and with a sworn fire officer of the Tenant present have the right to peaceably re-enter the Premises to inspect the same, to supply any service to be provided by Landlord to Tenant hereunder, to show said Premises to prospective purchasers, mortgagees or tenants, to post notices of non-responsibility and to alter, improve or repair the Premises and any portion of the Qualified Project, without abatement of Rent, and may for that purpose erect, use and maintain scaffolding, pipes, conduits and other necessary structures in and through the Premises where reasonably required by the character of work to be performed, provided that entrance to the Premises shall not be blocked thereby and further provided that the business of Tenant shall not be interfered with unreasonably.

In conjunction with Landlord's exercise of re-entry rights pursuant to this Paragraph, Tenant hereby waives any claim for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and

any other loss occasioned thereby. Landlord may enter the Premises only when accompanied by the Fire Chief of the City or his or her designee.

18. **INSOLVENCY OR BANKRUPTCY.** The appointment of a receiver to take possession of all or substantially all of the assets of Tenant, or an assignment of Tenant for the benefit of creditors, or any section taken or suffered by Tenant under any insolvency, bankruptcy, or reorganization act, shall at Landlord's option, constitute a breach of this Sublease by Tenant. Upon the happening of any such event (other than bankruptcy) or at any time thereafter, this Sublease shall terminate. In no event shall this Sublease be assigned or assignable by operation of law (other than bankruptcy) and in no event shall this Sublease or any rights or privileges hereunder be an asset of Tenant under insolvency or reorganization proceedings, other than bankruptcy.

19. **DEFAULT.** The following events shall be deemed to be events of default by Tenant under this Sublease:

(a) Tenant shall fail to pay when or before due any sum of money becoming due to be paid to Landlord hereunder, whether such sum be any installment of the Rent herein reserved, any other amount treated as additional Rent hereunder, or any other payment or reimbursement to Landlord required herein, including without limitation, any applicable sales, use, transaction or comparable taxes, whether or not treated as additional Rent hereunder, and such failure shall continue for a period of thirty (30) days from the date such payment was due; or

(b) Subject to the "hold over" provisions of Paragraph 15, Tenant shall fail to vacate the Premises immediately upon termination of this Sublease by lapse of time or otherwise, or upon termination of Tenant's right to possession only; or

(c) If, in spite of the provisions hereof, to the extent permitted by applicable law, the interest of Tenant shall be levied upon under execution or be attached by process of law or Tenant shall fail to contest diligently the validity of any lien or claimed lien and give sufficient security to Landlord to insure payment thereof or shall fail to satisfy any judgment rendered thereon and have the same released, and such default shall continue for thirty (30) days after written notice thereof to Tenant. Tenant is a public entity and to the extent provided under applicable law, no lien can attach nor can any party execute a lien on the assets of the public entity comprising Tenant. Further, Landlord waives its right to a landlord lien under any statute or under common law; or

(d) This Sublease or the estate of Tenant hereunder shall be transferred to or shall pass to or devolve upon any other person or Party in violation of this Sublease; or

(e) Tenant shall file a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state, or shall voluntarily take advantage of any such law or act by answer or otherwise, or shall be dissolved or shall make an assignment for the benefit of creditors, unless such action will permit Tenant to continue performance of this Sublease; or

(f) Involuntary proceedings under any such bankruptcy law or insolvency act or for the dissolution of Tenant shall be instituted against Tenant, or a receiver or trustee shall be appointed of substantially all of the property of Tenant, and such proceeding shall not be dismissed

or such receivership or trusteeship vacated within sixty (60) days after such institution or appointment unless such action will permit Tenant to continue performance of this Sublease; or

(g) Tenant shall fail to comply with any other term, provision or covenant of this Sublease and shall not cure such failure within thirty (30) days (forthwith, if the default involves a hazardous condition) after written notice thereof to Tenant.

20. **REMEDIES.** Upon the occurrence of any such events of default described in the Paragraph 20 or elsewhere in this Sublease, Landlord shall have the option to pursue any one or more of the following remedies without any further notice or demand whatsoever:

(a) Landlord may pursue any and all remedies available at law or in equity including but not limited to specific performance and/or injunctive relief (without need of a bond), but Landlord may not elect to terminate this Lease.

(b) Except as set forth in Paragraph 15, upon any termination of this Sublease, whether by lapse of time or otherwise, Tenant shall surrender and vacate the Premises immediately, and deliver possession thereof to Landlord and Tenant hereby grants to Landlord full and free license to peaceably enter into and upon the Premises in such event with or without process of law and to peaceably repossess Landlord of the Premises as of Landlord's former estate and to expel or remove Tenant and any others who may be occupying or within the Premises and to remove any and all personal property therefrom, without being deemed in any manner guilty of trespass, eviction or forcible entry or 'detainer, and without incurring any liability for any damage resulting therefrom.

(c) Landlord shall be entitled to its "Offset Rights" as provided in the Comprehensive Agreement.

(d) Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law or at equity (all such remedies being cumulative), nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any Rent due to Landlord hereunder or any damage accruing to Landlord by reason of the violation of any of the terms, provisions and covenants herein contained. No act or thing done by Landlord or its agents during the term hereby granted shall be deemed a termination of this Sublease, nor an acceptance of a surrender of the Premises be valid or effective, unless in writing signed by Landlord. No waiver by Landlord of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants herein contained. Landlord's acceptance of the payment of Rent or other payments hereunder after the occurrence of any event of default shall not be construed as a waiver of such default, unless Landlord so notifies Tenant in writing. Forbearance by Landlord in enforcing one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default or of Landlord's right to enforce any such remedies with respect to such default or any subsequent default. If, on account of any breach or default by Tenant in Tenant's obligations under the terms and conditions of this Sublease, it shall become necessary or appropriate for Landlord to employ or consult with an attorney concerning or to enforce or defend any of Landlord's rights or remedies hereunder, Tenant agrees 'to pay reasonable attorneys' fees so incurred.

(e) WITHOUT LIMITING THE FOREGOING, TO THE EXTENT PERMITTED BY LAW, LANDLORD AND TENANT HEREBY EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY AND FURTHER STIPULATE THAT VENUE SHALL BE IN THE FEDERAL DISTRICT COURTS FOR SOUTHERN DISTRICT OF FLORIDA OR THE COUNTY AND CIRCUIT COURTS OF THE SEVENTEENTH JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA.

Notwithstanding an event of default by the Tenant, except in the event the Property is rendered untenantable in the event of a casualty, Landlord shall not have the right to terminate this Sublease upon a default by Tenant but shall have the right of offset as provided under the Comprehensive Agreement or pursue an action at law or in equity including injunctive relief or specific performance. Landlord shall be entitled to recover actual damage but not special, consequential, punitive, exemplary or indirect damages from Tenant, but shall not have the right to terminate this Sublease.

21. DAMAGE BY FIRE, ETC.

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

(b) If Landlord does not terminate this Lease pursuant to this Section 21, Landlord will restore Landlord's Work at its sole cost and expense, and Tenant will restore Tenant's Work and any Alterations performed by Tenant to the Premises (or in Tenant's discretion alternative work to the original Tenant's Work necessary to allow Tenant to operate in the Premises), Tenant's personal property and trade fixtures, at Tenant's sole cost and expense. Landlord will not be liable for any inconvenience or annoyance to Tenant or injury to the business of Tenant resulting in any way from such damage or the repair thereof.

(c) If this Sublease shall be terminated pursuant to this Paragraph 21, the term of this Sublease shall end on the date of such damage as if that date had been originally fixed in this Sublease for the expiration of the term hereof. If this Sublease shall not be terminated by Landlord pursuant to this Paragraph 21 and if the Premises are untenantable in whole or in part following such damage, the Rent payable during the period in which the Premises are untenantable shall be reduced in proportion to the part of the Premises rendered untenantable as compared to the entire Premises.

(d) In no event shall Landlord be required to rebuild, repair or replace any part of the partitions, fixtures, additions or other improvements that may have been placed in or about

the Premises by or for Tenant. Any insurance which may be carried by Landlord or Tenant against loss or damage to the Qualified Project or the Premises shall be for the sole benefit of the Party carrying such insurance and under its sole control except that Landlord's insurance may be subject to control by the holder or holders of any indebtedness secured by a mortgage lien to secure debt covering any interest of Landlord in the Premises, the Qualified Project or the Property.

(e) Notwithstanding anything herein to the contrary, in the event the holder of any indebtedness secured by a mortgage lien to secure debt covering the Premises, the Qualified Project or the Property or the ground lessor of the Property requires that any insurance proceeds to be paid to it, then Landlord shall have the right to terminate this Sublease by delivering written notice of termination to Tenant within fifteen (15) days after such requirement is made by any such person, whereupon the Lease shall end on the date of such damage as if the date of such damage were the date originally fixed in this Sublease for the expiration of the Lease Term.

(f) In the event of any damage or destruction to the Qualified Project or the Premises by any peril covered by the provisions of this Paragraph 21, Tenant shall, upon notice from Landlord, remove forthwith, at its sole cost and expense, such portion or all of the personal property belonging to Tenant or its licensees from such portion or all of the Qualified Project or the Premises as Landlord shall request and To the extent and subject to the condition of Sec. 768.28, Florida Statutes (2016), as same may be amended from time to time, Tenant hereby indemnifies and holds Landlord harmless from any loss, liability, costs and expenses, including attorneys' fees, arising out of any claim of damage or injury as a result of any alleged failure to properly secure the Premises prior to such removal and/or such removal.

22. **CONDEMNATION.**

(a) If any substantial part of the Property or Building or the Premises should be taken for any public or quasi-public use under governmental law, ordinance or regulation or by right of eminent domain, or by private 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 Sublease shall terminate effective when the physical taking shall occur in the same manner as if the date of such taking were the date originally fixed in this Sublease for the expiration of the Lease Term hereof.

(b) If part of the Qualified Project or the Premises shall be taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain or by private purchase in lieu thereof and this Sublease is not terminated as provided in subparagraph (a) above, this Sublease shall not terminate but the Rent payable hereunder (including Tenant Common Area Amount) during the unexpired portion of this Sublease shall be reduced in proportion to the extent to which the Premises are rendered untenable by such action, and Landlord shall undertake to restore the Qualified Project, improvements and Premises to a condition suitable for Tenant's use, as near to the condition thereof immediately prior to such taking as is reasonably feasible under all circumstances. Landlord's obligation to restore the Qualified Project and the Premises is subject to the condemnation proceeds actually paid to Landlord, net of amounts paid to any holder of a mortgage lien, or underlying lease, being sufficient to pay the cost of such restoration and repair.

(c) Tenant shall not share in any condemnation award or payment in lieu thereof or in any award for damages resulting from any condemnation, eminent domain or grade change of adjacent streets, the same being hereby assigned to Landlord by Tenant, provided, however, that Tenant may separately claim and receive from the condemning authority, if legally payable, compensation for Tenant's removal and relocation costs and for Tenant's loss of business and/or business interruption and for the cost of its tenant improvements made by Tenant at its expense and for inventory, supplies paid for by Tenant and any other damages recognized by the condemning authority, provided such award shall not reduce the award available to Landlord.

(d) Notwithstanding anything to the contrary contained in this Paragraph, if the temporary use or occupancy of any part of the Premises shall be taken or appropriated under power of eminent domain during the term of this Sublease, this Sublease shall be and remain unaffected by such taking or appropriation and Tenant shall continue to pay in full all Rent payable hereunder by Tenant during the term of this Sublease; in the event of any such temporary appropriation or taking, Tenant shall be entitled to receive that portion of any award which represents compensation for the use of or occupancy of the Premises during the term of this Sublease, and Landlord shall be entitled to receive that portion of any award which represents the cost of restoration of the Premises and the use of or occupancy of the Premises after the end of the term of this Sublease., provided Landlord applies the award to restoration of the Premises.

23. **SALE OR TRANSFER BY LANDLORD.** In the event of a sale or conveyance by Landlord of the Qualified Project, the same shall operate to release Landlord from any future liability upon any of the covenants or conditions, expressed or implied, herein contained in favor of Tenant but Landlord shall remain liable for matters which arose prior to the effective date of the sale or transfer., and in such event Tenant agrees to look solely to the responsibility of the successor in interest of Landlord in and to this Sublease. Tenant agrees to attorn to the purchaser or assignee in any such sale.

24. **RIGHT OF LANDLORD TO PERFORM.** All covenants and agreements to be performed by the Tenant under any of terms of this Sublease shall be performed by Tenant at Tenant's sole cost and expense and without any abatement of Rent. If Tenant shall fail to pay any sum of money, other than Rent, required to be paid by it hereunder or otherwise fail to perform any of its obligations hereunder, and such failure shall continue thirty (30) days after notice thereof by Landlord, Landlord may, but shall not be obligated so to do, and without waiving or releasing Tenant from any obligations of Tenant, make any such payment or perform any such act on Tenant's part to be made or performed as in this Sublease provided. All sums so paid by Landlord and all necessary incidental costs together with interest thereon at the Agreed Interest Rate as defined in Paragraph 9 hereof, from the date of such payment by Landlord shall be payable as Additional Rent to Landlord on demand, and Tenant covenants to pay any such sums and Landlord shall have, in addition to any other right or remedy of Landlord, the same rights and remedies in the event of nonpayment thereof by Tenant as in the case of default by Tenant in the payment of Rent, but such rights shall not include the right to terminate this Lease.

25. **SURRENDER OF PREMISES.**

(a) Tenant shall, at least ninety (90) days before the last day of the Term hereof, give to Landlord a written notice of intention to surrender the Premises on that date, but nothing

contained herein or in the failure of Tenant to give such notice shall be construed as an extension of the term hereof or as consent of Landlord in any holding over by Tenant.

(b) At the end of the Term or other sooner termination of this Sublease, Tenant will peaceably deliver up to the Landlord possession of the Premises, together with all improvements or additions upon or belonging to the same, by whomsoever made, in the same condition as received, or first installed, ordinary wear and tear, damage by fire, earthquake, act of God, or the elements alone excepted. Tenant may, upon the termination of this Sublease, remove all moveable furniture and equipment belonging to Tenant, at Tenant's sole cost, title to which shall be in the name of Tenant upon such termination, repairing any damage caused by such removal. Personal property not so removed shall be deemed abandoned by Tenant, and title to the same shall thereupon pass to Landlord. Upon written request by Landlord, unless otherwise agreed to in writing by Landlord, Tenant shall remove, at Tenant's sole cost, any or all permanent improvements or additions to the Premises installed by or at the expense of Tenant and all moveable furniture and equipment belonging to Tenant which may be left by Tenant and repair any damage resulting from such removal.

(c) The voluntary or other surrender of this Sublease by Tenant, or a mutual cancellation thereof, shall not work a merger and shall, at the option of the Landlord, terminate all or any existing subleases or subtenancies, or may at the option of Landlord, operate as an assignment to it of any or all such subleases or subtenancies.

26. **WAIVER.** If either Landlord or Tenant waives the performance of any term, covenant or condition contained in this Sublease, such waiver shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein. Furthermore, the acceptance of Rent by Landlord shall not constitute a waiver of any preceding breach by Tenant of any term, covenant or condition of this Sublease, regardless of Landlord's knowledge of such preceding breach at the time Landlord accepted such Rent. Failure by Landlord to enforce any of the terms, covenants or conditions of this Sublease for any length of time shall not be deemed to waive or decrease the right of Landlord to insist thereafter upon strict performance by Tenant. Waiver by Landlord of any term, covenant or condition contained in this Sublease may only be made by a written document signed by Landlord.

27. **NOTICES.** Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be hand delivered in person, or at such other address or addresses and to such other person or firm as Landlord or Tenant may from time to time designate by notice as herein provided, or sent by United States mail, registered, prepaid, certified return receipt or by next day commercial courier service to the Tenant at the Premises or to the Landlord at the addresses set forth below:

LANDLORD:

Las Olas Parking Solutions, LLC
699 N Federal Highway, Suite 200
Fort Lauderdale, FL 33304
Attn: Charles B. Ladd

With a copy to: Greenspoon Marder, LLP
200 East Broward Boulevard
Fort Lauderdale, FL 33301
Attn: Barry E. Somerstein, Esquire

TENANT: City of Fort Lauderdale
101 NE 3rd Avenue, Suite 2100
Fort Lauderdale, FL 33301
Attn: City Manager

With a copy to: City of Fort Lauderdale
1 East Broward Blvd, Suite 1320
Fort Lauderdale, FL 33301
Attn: City Attorney

Any notice, demand or request which shall be served upon either of the Parties in the manner aforesaid shall be deemed sufficiently given for all purposes hereunder (i) at the time such notice, demand or request is hand-delivered in person, or (ii) on the day following the date on which such notice, demand or request is sent to the Party at its foregoing address for overnight delivery by a nationally recognized courier service, or (iii) on the third (3rd) day after the mailing of such notice, demand or request through the United States Mail (certified, return receipt requested) in accordance with the preceding portion of this paragraph.

28. **CERTAIN RIGHTS RESERVED TO LANDLORD.** Landlord reserves and may exercise the following rights without affecting Tenant's obligations hereunder:

(a) To designate or change the name of the Qualified Project provided the name of the Qualified Project was not morally offensive, embarrassing, or would tend to bring discredit upon the City of Fort Lauderdale or any of its departments or damage the reputation of the City as determined by the City in its sole discretion;

(b) Landlord may, during reasonable business hours, enter the Premises and may exercise any or all of the foregoing rights hereby reserved without being deemed guilty of an eviction or disturbance of Tenant's obligations hereunder.

29. **ABANDONMENT.** Tenant shall not vacate or abandon the Premises at any time during the term and if Tenant shall abandon, vacate or surrender said Premises or be dispossessed by process or law, or otherwise, any personal property belonging to Tenant and left on the Premises shall, at the option of Landlord, be deemed to be abandoned and title thereto shall thereupon pass to Landlord.

30. **SUCCESSORS AND ASSIGNS.** Subject to the provisions of Paragraph 9 hereof, the terms, covenants and conditions contained herein shall be binding upon and inure to the benefit of the heirs, successors, executors, administrators and assigns of the Parties hereto.

31. **ATTORNEY'S FEES.** In the event that any action or proceeding is brought to enforce any term, covenant or condition of this Sublease on the part of Tenant, the prevailing Party

shall be entitled to reasonable attorneys' fees and costs whether received before or after trial, on appeal or in conjunction with administrative, post-judgment bankruptcy proceedings. This provision shall survive the expiration or termination of this Sublease but shall expire upon expiration of the statute of limitations applicable to the cause of the action.

32. **CORPORATE AUTHORITY.** If Tenant signs as a corporation, each of the persons executing this Sublease on behalf of Tenant does hereby covenant and warrant that Tenant is a duly authorized and existing corporation, that Tenant has and is qualified to do business in Florida, that the corporation has full right and authority to enter into this Sublease and that each and both of the persons signing on behalf of the corporation are authorized to do so. Upon Landlord's request, Tenant shall provide Landlord with evidence reasonably satisfactory to Landlord confirming the foregoing covenants and warranties. This paragraph shall not apply to the Tenant, City of Fort Lauderdale.

33. **MORTGAGE APPROVALS.** Any provisions of this Sublease requiring the approval or consent of Landlord shall not be deemed to have been unreasonably withheld if the holder of any mortgage lien upon the Premises or any portion thereof shall refuse or withhold its approval or consent thereto.

34. **MISCELLANEOUS.**

(a) The paragraph and subparagraph headings herein are for convenience of reference and shall in no way define, increase, limit or describe the scope or intent of any provision of this Sublease. The term "Landlord" in these presents shall include the Landlord, its successors and assigns. In any case where this Sublease is signed by more than one person, the obligations hereunder shall be joint and several. The term "Tenant" or any pronoun used in place thereof shall indicate and include the masculine or feminine, the singular or plural number, individuals, firms or corporations and each of their respective successors, executors, administrators and permitted assigns, according to the context hereof. The public officials, charter officers, department heads, employees of Tenant shall have no personal liability under this Sublease.

(b) Time is of the essence of this Sublease and all of its provisions. This Sublease shall in all respects be governed by the laws of the State of Florida. This Sublease, together with its exhibits, contains all the agreements of the Parties hereto, supersedes any previous negotiations and shall bind the Parties, their successors and assigns. There have been no representations made by or on behalf of Landlord or understandings made between the Parties other than those set forth in this Sublease and its exhibits. This Sublease may not be modified except by a written instrument executed by the Parties hereto.

(c) All obligations of Tenant hereunder not fully performed as of the expiration or earlier termination of the term of this Sublease shall survive the expiration or earlier termination of the term hereof for the statute of limitations.

(d) If any clause, phrase, provision or portion of this Sublease or the application thereof to any person or circumstance shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Sublease or any other clause, phrase, provision or portion hereof, nor shall it affect the application of any

clause, phrase, provision or portion hereof to other persons or circumstances and it is also the intention of the Parties to this Sublease that in lieu of each such clause, phrase, provision or portion of this Sublease that is invalid or unenforceable, there be added as a part of this Sublease contract a clause, phrase, provision or portion as may be possible and be valid and enforceable.

(e) In computing any period of time expressed in day(s) in this Sublease, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. When the period of time prescribed or allowed is less than seven (7) days, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the computation.

(f) Whenever a period of time is herein prescribed for action to be taken by Landlord, Landlord shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to causes of any kind whatsoever which are beyond the control of Landlord. Lack of funding shall not be deemed an event beyond the control of Landlord.

(g) **No Recordation.** Neither this Sublease nor any memorandum or short form hereof shall be recorded by Tenant in the Public Records of Broward County, Florida or in any other place, except with the written consent of Landlord. Any attempted recordation by Tenant shall render this Sublease null and void and entitle Landlord to the remedies provided for an Event of Default by Tenant.

(h) **Landlord's Consent.** Unless otherwise expressly provided herein, in every instance under this Sublease in which the Landlord is called upon to give its consent, such consent may not be unreasonably withheld conditioned or delayed.

35. **QUIET ENJOYMENT.** Landlord represents and warrants that it has full right and authority to enter into this Sublease and that Tenant, while paying the Rent and performing its other covenants and agreements herein set forth, shall peaceably and quietly have, hold and enjoy the Premises for the term hereof without hindrance or molestation from Landlord subject to the terms and provisions of this Sublease. In the event this Sublease is a sublease, then Tenant agrees to take the Premises subject to the provisions of the prior leases. Landlord shall not be liable for any interference or disturbance by other tenants or third persons, nor shall Tenant be released from any of the obligations of this Sublease because of such interference or disturbance. However, Landlord covenants to enforce all rules and regulations especially rules related to noise and noxious odors.

36. **LANDLORD'S LIABILITY.** In no event shall Landlord's liability for any breach of this Sublease exceed the amount of Rent then remaining unpaid for the then current term (exclusive of any renewal periods which have not then actually commenced). This provision is not intended to be a measure or agreed amount of Landlord's liability with respect to any particular breach and shall not be utilized by any court or otherwise for the purpose of determining any liability of Landlord hereunder except only as a maximum amount not to be exceeded in any event. Furthermore, Tenant shall look only to the Landlord's estate and interest in the Property (or to the

proceed thereof) for the satisfaction of Tenant's remedies for the collection of any judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default by Landlord under this Sublease, and no other property or other assets of Landlord shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to this Sublease and neither Landlord nor any of the partners comprising any partnership which is the Landlord herein, shall be liable for any deficiency.

37. Tenant shall, during the term of this Sublease, at its sole cost and expense, comply with all valid laws, ordinances, regulations, orders and requirements of any governmental authority which may be applicable to the Premises or to the use, manner of use or occupancy thereof, whether or not the same shall interfere with the use or occupancy of the Premises arising from: (a) Tenant's use of the Premises; (b) the manner or conduct of Tenant's business or operation of its installations, equipment or other property therein; (c) any cause or condition created by or at the instance of Tenant; or (d) breach of any of Tenant's obligations hereunder, whether or not such compliance requires work which is ordinary or extraordinary, foreseen or unforeseen; and Tenant shall pay all of the costs, expenses, fines, penalties and damages which may be imposed upon Landlord by reason or arising out of Tenant's failure to fully and promptly comply with and observe the provisions of this Section. Tenant shall give prompt notice to Landlord of any notice it receives of the violation of any law or requirement of any public authority with respect to the Premises or the use or occupation thereof.

38. **RIGHT TO CONTEST.** Tenant shall have the right, by appropriate legal proceedings in the name of Tenant or Landlord or both, but at Tenant's sole cost and expense, to contest the validity of any law, ordinance, order, regulation or requirement. If compliance therewith may legally be held in abeyance, Tenant may postpone compliance until final determination under any such proceedings.

39. **NO ESTATE.** This contract shall create the relationship of Landlord and Tenant and no estate shall pass out of Landlord. Tenant has only a usufruct not subject to levy and sale and not assignable by Tenant, except as provided for herein and in compliance herewith.

40. **LEASE EFFECTIVE DATE.** Submission of this instrument for examination or signature by Tenant does not constitute a reservation of or option for lease and it is not effective as a lease or otherwise until execution and delivery hereof by both Landlord and Tenant.

41. **RULES AND REGULATIONS.** Tenant shall faithfully observe and comply with the rules and regulations printed on or annexed to this Sublease and all reasonable modifications thereof and additions thereto from time to time put into effect by Landlord provided however, that no such addition rule or regulation promulgated by Landlord shall be effective as against Tenant until Tenant has received thirty (30) days prior notice thereof; and provided, further, that no such additional rule or regulation promulgated by Landlord shall be effected as against Tenant if the effect of such additional rule or regulation is to require Tenant to take any action that is contrary to the obligations imposed upon it by operation of law as an agency of the City of Fort Lauderdale. Landlord shall not be responsible for the nonperformance by any other tenant or occupant of the Qualified Project of any said rules and regulations. However, Landlord covenants to take appropriate enforcement action against other tenant who violate the rules and regulations.

42. **HAZARDOUS MATERIALS.**

(a) Tenant shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Premises, the Qualified Project or the Premises by Tenant, its agents, employees, contractors or invitees without the prior written consent of Landlord, provided, however, Tenant shall be permitted to conduct activities and utilize Hazardous Materials in compliance with all Hazardous Materials laws and all conditions of any and all permits, licenses and environmental approvals required for such activities conducted on the Property. Tenant shall be permitted to store medical supplies and other materials to support fire rescue services on the Premises which are stored and used in accordance with all applicable governmental requirements. If Tenant breaches the obligations stated in the preceding sentence, or if the presence of Hazardous Material in the Premises, the Qualified Project or the Property caused or permitted by Tenant directly or indirectly results in contamination of the Premises, the Qualified Project or the Property, or if contamination of the Premises, the Qualified Project or the Property by Hazardous Material otherwise occurs for which Tenant is legally liable to Landlord for damage resulting therefrom, then, subject to the limitations and conditions set forth in §768.28, Florida Statutes (2016), as same may be amended from time to time, Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Qualified Project or the Property, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, reasonable attorneys' fees, consultant fees and expert fees) which arise during or after the Lease Term or Optional Lease Terms as a result of such contamination. This indemnification of Landlord by Tenant includes, without limitation, cost incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water in, on or under the Premises, Building or the Property due to the actions of Tenant, its agents, employees, contractors or invitees. A claim for damages shall not include, consequential, special, indirect, exemplary or punitive damages.

(b) Without limiting the foregoing, if the presence of any Hazardous Material in or on the Premises, the Qualified Project or the Property caused or permitted by Tenant results in any contamination of the Qualified Project or the Property, Tenant shall promptly take all actions at its sole expense as are necessary to return the Premises, the Qualified Project or the Property to the condition existing prior to the introduction of any such Hazardous Material; provided that Landlord's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the Qualified Project or the Property. Any indemnification by Tenant within this Paragraph 41, Hazardous Materials, shall be only to the extent of the limitations of the legislative waiver of sovereign immunity as set forth in Sec. 768.28, Florida Statutes and no further. The foregoing shall survive the expiration or earlier termination of the Lease for a period not to exceed four (4) years.

(c) As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste listed as such by the Environmental Protection Agency rules or by any other governmental entity or under any applicable local, state or federal law, rule, regulation or order.

43. **CONTRACTUAL LIMITATION ON DAMAGES.** The foregoing indemnification provisions contained in this Paragraph 43 shall, except as provided in Section 11, be subject to a contractual limitation on the City's liability for damages sounding in tort, but not in contract, and the City shall not be liable to pay a claim or judgment for damages by any one person or entity which exceeds the sum of \$200,000.00 (or such higher amount of a cap of sovereign immunity permitted by law) or any claim or judgment for damages, or portions thereof, which, when totaled with other claims or judgments paid by the City arising out of the same incident or occurrence, exceeds the sum of \$300,000.00 (or such higher amount of a cap of sovereign immunity permitted by law). This limitation on the City's liability for damages does not apply to actions sounding in contract. A claim for damages shall not include, consequential, special, indirect, exemplary or punitive damages. The City shall only be liable for actual damages resulting from a default from the City. Neither Landlord nor the City shall be liable for indirect, punitive, consequential, special or exemplary damages to the other.

44. **BROKERAGE.** Tenant acknowledges that it has not dealt, consulted or negotiated with any real estate broker, sales person or agent on its behalf. Landlord acknowledges that it has not dealt, consulted or negotiated with any real estate broker, sales person or agent on its behalf.

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

46. **NOTICE TO MORTGAGEES.** If any act or omission of Landlord would give Tenant the right, immediately or after the lapse of a period of time, to terminate this Sublease or to claim a partial or total eviction, Tenant shall not exercise such right: (a) until it has given written notice of such act or omission to Landlord and each Superior Mortgagee (the holder of a Mortgage to which this Sublease is subject and subordinate) whose name and address shall previously have been furnished to Tenant; and (b) until a reasonable period of remedying such act or omission, such period not exceeding thirty (30) days, shall have elapsed following the giving of such notice and following the time when such Mortgagee shall have become entitled under such Superior Mortgage to remedy the same (which reasonable period shall in no event be less than the period to which Landlord would be entitled under this Sublease or otherwise, after similar notice to effect such remedy), provided such Superior Mortgagee shall, with due diligence, give Tenant notice of intention to, and commence and continue to, remedy such act or omission.

47. **ADDENDUM AND EXHIBITS.** Additional terms to this Sublease, if any, are set forth in the attached Exhibits or in the attached Addendum, which are hereby incorporated herein by reference as follows:

- A. Legal Description of the Master Premises
- B. Description of Premises
- C. Work Letter
- Schedule 5(c) Fire/EMS Party Spaces
- Schedule 56 Matters for City Commission Approval

48. **NON-LIABILITY AND INDEMNIFICATION.**

(a) **Non-Liability of Landlord.** Neither Landlord nor any beneficiary, agent, servant, or employee of Landlord, nor any Superior Mortgagee, shall be liable to Tenant for any loss, injury, or damage to Tenant or to any other person, or to its or their property, irrespective of the cause of such injury, damage or loss, unless caused by or resulting from a contractual breach by the Landlord, its agents, servants or employees, of any of the terms or conditions of this Sublease, negligent act or omission of the Landlord, its agents, servants or employees, or the gross negligence of Landlord, its agents, servants or employees in the operation or maintenance of the Premises, subject to the doctrine of comparative negligence in the event of contributory negligence on the part of Tenant or any of its subtenants or licensees or its or their employees, agents or contractors. Tenant recognizes that the Superior Mortgagee will not be liable to Tenant for injury, damage or loss caused by or resulting from the foregoing acts or omissions of the Landlord. Further, neither Landlord, nor any director, officer, agent, servant, or employee of Landlord shall be liable: (a) for any such damage caused by other persons in, upon or about the Premises, or caused by operations in construction of any private, public or quasi-public work; or (b) even if negligent, for consequential damages arising out of any loss of use of the Premises or any equipment or facilities therein by Tenant or any person claiming through or under Tenant.

(b) **Indemnification by Tenant.** Subject to the extent of the limitations and subject to the conditions of the statutory waiver of sovereign immunity set forth in § 768.28, Florida Statutes, Tenant shall indemnify and hold Landlord and all Superior Mortgagees and its and their respective partners, members, directors, officers, shareholders, agents, employees and beneficiaries harmless from and against any and all claims from or in connection with (a) any act, omission or negligence of Tenant or any of its subtenants or licensees or its or their partners, members, directors, officers, agents employees or contractors and/or (b) any breach or default by Tenant in the full and prompt payment and performance of Tenant's obligations under this Sublease, together, in each instance, with all costs, expenses and liabilities incurred in or in connection with each such claim or action or proceeding brought thereon including, without limitation, all reasonable attorneys' fees and expenses. In the event that any action or proceeding be brought against Landlord and/or Superior Mortgagee and/or its or their partners, members, directors, officers, agents and/or employees by reason of any such claim, Tenant, upon notice from Landlord or such Superior Mortgagee, shall resist and defend such action or proceeding (by counsel reasonably satisfactory to Landlord or such Superior Mortgagee).

49. **Independent Obligations; Uncontrollable Delay(s).** The time for the performance of the Landlord's obligations relative to the construction, restoration, repair, operation and maintenance of the Improvements as provided for in this Sublease shall be extended for the period that such performance is due to Uncontrollable Delay(s). "Uncontrollable Delay(s)" shall mean all failures or delays in a Party's performance of its obligations hereunder not within such Party's reasonable control, including without limitation, the impossibility of such performance which shall result from or be caused by any arbitration, legal proceedings or other litigation threatened, instituted against or defended by such Party, in good faith, and not merely for purposes of delay, act of God, acts of the public enemy, wars, blockades, epidemics, pandemics, earthquakes, storms, floods, explosions, strikes, labor disputes, work stoppages, riots, insurrections, breakage or accident to machines or lines or pipe or mains, lawful acts of any governmental agency or authority restricting or curtailing the construction of the Improvements or

withholding or revoking necessary consents, approvals, permits or licenses, equipment failures, inability to procure and obtain needed building materials (provided such Party who is unable to do so makes reasonable efforts to procure satisfactory substitute materials if practical) whether as a result (directly or indirectly) of any lawful order, law or decree of any governmental authority or agency or otherwise, and any other cause whether of the kind herein referred to or otherwise; provided, that such Party shall pursue with reasonable diligence the avoidance or removal of such delay. The inability or refusal of a Party to settle any labor dispute shall not qualify or limit the effect of Uncontrollable Delay(s). The inability of a Party to secure funds required to perform its agreements hereunder shall not constitute Uncontrollable Delay(s). Landlord shall have no liability whatsoever to Tenant, in the event: (a) Landlord is unable to fulfill, or is delayed in fulfilling any of his obligations under this Sublease by reason of strike, other labor trouble, governmental preemption of priorities or other controls in connection with a national or other public emergency or shortages of fuel, supplies, pandemic, labor or materials, Acts of God or any other cause, whether similar or dissimilar, beyond Landlord's reasonable control; or (b) of any failure or defect in the supply, quantity or character of electricity or water furnished to the Premises, by reason of any requirement, act or omission of the public utility or others serving the Premises with electric energy, steam, oil, gas or water, or for any other reason whether similar or dissimilar, beyond Landlord's reasonable control.

50. **SIGNAGE.** Tenant shall have the right at its sole cost and expense to install signage on the exterior of the Premises subject only to Landlord's written approval and compliance with local codes and ordinances.

51. **SOVEREIGN IMMUNITY AND WAIVER OF LANDLORD'S LIEN.** Nothing herein shall be deemed a waiver of sovereign immunity in favor of the City as to tort liability. Further, Landlord acknowledges by operation of law it cannot place a lien or encumbrance on the personal property, fee simple or leasehold interest of the City and consequently, Landlord waives its statutory or any common law rights to a Landlord's lien.

52. **PUBLIC ENTITY CRIME.** As provided in Section 287.132-133, Florida Statutes, a person or affiliate who has been placed on the State of Florida convicted vendor list following a conviction for a public entity crime may not submit a bid for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. By entering into this Sublease or performing any work in furtherance hereof, Landlord certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the Commencement Date. This notice is required by Section 287.133(3)(a), Florida Statutes.

53. **SCRUTINIZED COMPANIES.** Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Landlord certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, as may be amended or revised, and that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section

287.135, Florida Statutes, as may be amended or revised. The Tenant may terminate this Agreement at the Tenant's option if the Landlord is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes, as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, as may be amended or revised, or is engaged in a boycott of Israeli has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes, as may be amended or revise.

54. **FLORIDA FOREIGN ENTITIES ACT.** Pursuant to the Florida Foreign Entities Act, Sections 692.202-205, Florida Statutes, Foreign Principals of Foreign Countries of Concern are prohibited from owning or acquiring any interest in certain types of Florida real property. Landlord represents that neither it nor, to the best of Landlord's knowledge, after due inquiry, any of Landlord's principals, officers, directors, employees, subsidiaries, affiliates, agents or representatives, is a Foreign Principal as defined in the Florida Foreign Entities Act. Landlord further represents and warrants that it, to the best of Landlord's knowledge, after due inquiry, its principals, officers, directors, employees, subsidiaries, affiliates, agents and representatives are and have been in compliance, and will comply strictly throughout the performance of this Sublease with the Florida Foreign Entities Act, and Landlord has instituted and maintains policies and procedures reasonably designed to promote and achieve compliance with the Florida Foreign Entities Act and with the representations and warranties contained herein. Landlord shall not take any action or omit to take any action that it believes, in good faith, would be in violation of the Florida Foreign Entities Act. Landlord shall notify Tenant immediately of any non-compliance with or breach of the covenants, representations and warranties contained in this Section 54. Tenant shall have the right to unilaterally terminate this Sublease and/or pursue any other remedies available to it at law or in equity in the event of any non-compliance with or breach of the covenants, representations and warranties contained in this Section 54. Landlord acknowledges that Tenant will rely upon the foregoing representations and warranties to establish Landlord's compliance with the Florida Foreign Entities Act.

55. **NO OFFSET.** Nothing contained in this Agreement shall be construed to permit Tenant to offset against Rents due Landlord or a successor Landlord, a judgment (or other judicial process) requiring the payment of money by reason of any default of Landlord or a prior Landlord, except as otherwise specifically set forth herein. Nothing herein shall be deemed a release of liability of Landlord's or City's duties and obligations under the Comprehensive Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Sublease on the day and year first above written.

WITNESSES:

LANDLORD:

LAS OLAS PARKING SOLUTIONS, LLC,
a Florida limited liability company

Print Name: _____

By: _____
Charles B. Ladd, Jr., Manager

Address: _____

Print Name: _____

Address: _____

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this _____ day of _____, 202__, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of physical presence or online notarization by Charles B. Ladd, Jr., the Manager of **LAS OLAS PARKING SOLUTIONS, LLC**, a Florida limited liability company, freely and voluntarily under authority duly vested in him by said company. He is personally known to me or who has produced _____ as identification.

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:

LANDLORD SIGNATURE PAGE

<p>WITNESSES:</p> <p>_____ Print Name: _____</p> <p>Address: _____ _____</p> <p>_____ Print Name: _____</p> <p>Address: _____ _____</p> <p style="text-align: center;">(SEAL)</p>	<p>AS TO TENANT:</p> <p>CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida</p> <p>By: _____ Name: _____, Mayor</p> <p>By: _____ Name: _____, City Manager</p> <p>ATTEST:</p> <p>_____ Name: _____, City Clerk</p> <p>APPROVED AS TO FORM:</p> <p>Thomas J. Ansbro, City Attorney</p> <p>By: _____ Name: _____ Assistant City Attorney</p>
---	---

TENANT SIGNATURE PAGE

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this ____ day of _____, 202__, by means of physical presence or online notarization by _____, the Mayor of the **CITY OF FORT LAUDERDALE** a municipal corporation of Florida. He/She is personally known to me and did not take an oath.

(SEAL)

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this ____ day of _____, 202__, by means of physical presence or online notarization by _____, the City Manager of the **CITY OF FORT LAUDERDALE**, a municipal corporation of Florida. He/She is personally known to me and did not take an oath.

(SEAL)

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:

TENANT SIGNATURE PAGE

EXHIBIT "A"

DESCRIPTION OF THE MASTER PREMISES

Lots 1, 2, 3, 4, 5, 6 7, and 8, Block 9, COLEE HAMMOCK, according to the Plat thereof, as recorded in Plat Book 1, Page 17 of the Public Records of Broward County, Florida.

EXHIBIT A

72491.0001

53984524v26

EXHIBIT "B"
DESCRIPTION OF PREMISES

EXHIBIT B - 31

72491.0001
72491.0001
53984524V28
53984524v26

T.1. Shell Plan
Scale: 3/16"=1'-0"

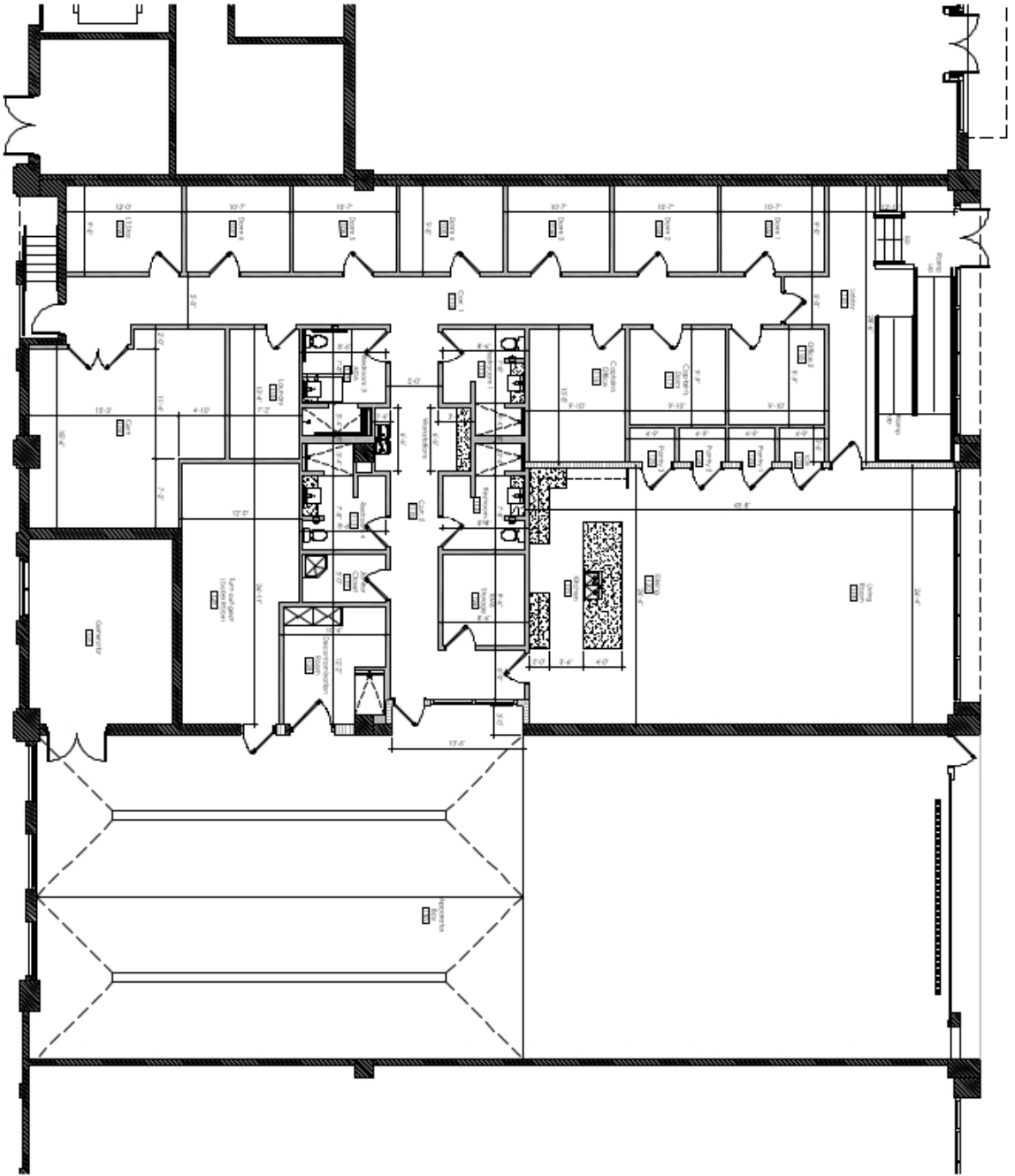


EXHIBIT B - 32

SP103

20124E-09
11/22/2023

T.1 Shell Plan

New Project for:
EMS / Fire Station #117
 at the Las Olas Heron Garage
 216 Southeast 8th Ave.
 Ft. Lauderdale, Florida 33301



ARCHITECTURAL ALLIANCE

CAM 24-0736
 Exhibit 1
 Page 48 of 76

ARCHITECTURAL ALLIANCE
 ARCHITECTS



EXHIBIT "C"
LANDLORD'S WORK
WORK LETTER

Landlord hereby agrees to perform the following work:

I. Base Building Improvements

Landlord shall, at its expense (and not out of the Allowance), achieve Substantial Completion the "**Base Building Improvements**" as described on Exhibit C-1, attached hereto and made a part hereof, in accordance with "**Base Building Plans**" prepared by Landlord's architect for the Base Building Improvements, at Landlord's expense. The exterior of the Building shall be constructed by Landlord as part of the Base Building Improvements.

II. Landlord's Work

A. In addition to the Base Building Improvements, on or before ninety (90) days after the first final certificate of occupancy for the first "Commercial Space" (as defined in the Comprehensive Agreement) is issued, Landlord shall, at its expense, cause to be completed the construction of the leasehold improvements to the Premises in accordance with the "**Approved Plans**" (as hereinafter defined) and the building standard for design, color, motif, quality of material and décor established or adopted by Landlord for the Building and any agreed upon "**Extra Work Plans**" (which may be incorporated in the Final Plans to be approved by Tenant), subject to the provisions of this Exhibit C (hereinafter collectively called the "**Landlord's Work**" or "**Work**").

B. Landlord's obligation to pay for all hard and soft costs for the leasehold improvements to the Premises as contemplated by this Lease including, but not limited to, the design fees; architectural drawings; plans and specifications; signage; permit fees and all other components of the Work contemplated by the Approved Plans shall not exceed one million one hundred dollars (\$1,100,000) ("**Allowance**") in connection with the scope of work as further scheduled described in Exhibit C-2 attached hereto. All hard and soft costs for design fees; space plans; architectural drawings; plans and specifications; permit fees; signage, and all other components of the Work to the extent the cost thereof exceeds the Allowance ("**Excess Cost**") shall either be paid by the Tenant, or Tenant may elect to have such Excess Costs advanced by Landlord and such Excess Costs shall be deemed added to the "Capital Improvements Budget" (as defined in the Comprehensive Agreement) and shall increase the amount of the "Capital Payments" (as defined in the Comprehensive Agreement) by the amount of such Excess Costs, as provided in Article III of this Exhibit C.

C. Landlord shall cause Landlord's architect ("**Landlord's Architect**") to prepare plans and specifications including materials and finish specifications meeting the requirements of Exhibit C-2, attached hereto ("**Final Plans**"), in order to construct the leasehold improvements in the Premises substantially consistent with the "**Approved Space Plan**" attached hereto as

Exhibit C-3 and any Extra Work requested by Tenant (collectively, the "**Improvements**"). Landlord's Architect shall prepare and complete the Final Plans. Tenant shall cooperate with Landlord and will provide Landlord in a timely manner all information and approvals reasonably necessary for Landlord's Architect to prepare schematic design plans including floor plans, reflected ceiling plans and outline specifications for all finishes and mechanical, electrical, and plumbing requirements, and Landlord shall provide a budget for such plans. Once the budget is approved by Tenant, Landlord's Architect shall prepare design development drawings (50% completion set) including floor plans, elevations, ceiling plans, outline specifications, mechanical, electrical, plumbing, fire protection and HVAC drawings. Landlord shall confirm the budget or note any areas where the budget has exceeded the budget established in the schematic design drawings. Once the budget is approved by Tenant, Landlord's Architect shall prepare the Final Plans (which shall be the final permit set/construction documents). At each stage, the Tenant shall have ten (10) business days from submission (plans and budget) by Landlord to Tenant to approve such submission, which approval shall not be unreasonably withheld, or to disapprove such submission and to specify the basis for Tenant's disapproval, which disapproval shall not be made provided that the submission is substantially consistent with the Approved Space Plan. Final Plans shall represent complete information and dimensions necessary for the construction of the Improvements, and such Final Plans shall be signed and sealed by Landlord's Architect. Said Final Plans shall be subject to Landlord's and Tenant's written approval, which approval shall not be unreasonably withheld. In addition to any other rights or remedies as may be otherwise available to Landlord, the wrongful refusal of Tenant to timely approve or disapprove a plans and budget submission which causes an actual delay to Landlord in constructing the Improvements, then the parties agree that the Commencement Date shall be the date that the Landlord would otherwise have been able to have completed the Improvements or Base Building Improvements but for Tenant's delay. Tenant and Landlord shall comply in all respects with the requirements of this **Exhibit C** with respect to approval of Final Plans. All Final Plans shall conform in all material respects to the requirements of applicable building, plumbing, electrical and fire codes and the requirements of any governmental authority having jurisdiction of the Work. With respect to Final Plans, and any revisions that may be requested by Tenant, Landlord may either (a) evidence its approval by endorsement to that effect by signature or initial on one (1) set of said Final Plans and return such signed or initialed set to Tenant; or (b) refuse such approval if Landlord shall reasonably determine that the same (i) do not conform to the of design, color, motif, quality of material and decor established or adopted by Landlord in the Building, and/or (ii) will subject Landlord to any liability or the Premises to any violation, fine, penalty or forfeiture, and/or (iii) would adversely affect the reputation, character and/or nature of the Building, and/or (iv) would provide for or require any installation or work which is or might be unlawful or create an unsound or dangerous condition or adversely affect the structural soundness of the Premises and/or the Building, and/or (v) would interfere with or abridge the use and enjoyment of any adjoining space in the Building in which the Premises is located, and/or (vi) would result in the time for Landlord to complete the Improvements taking longer than originally scheduled. If Landlord refuses approval of Tenant's requests or comments regarding the Final Plans, Landlord shall advise Tenant of those revisions or corrections which Landlord requires within ten (10) days of Landlord's receipt of Tenant's comments (if any) with regard to the Final Plans and Tenant shall respond to Landlord within ten (10) days thereafter. Upon (i) approval of the Final Plans by Landlord and Tenant and (ii) Landlord entering into a contract with a Florida licensed general contractor for construction of the Improvements, Landlord shall provide Tenant with a detailed

construction schedule. The Final Plans as approved by Landlord and Tenant, shall be referred to as the "**Approved Plans.**"

D. Attached hereto and made a part hereof as **Exhibit C-4** is the present statement as to the cost that Landlord will charge to Tenant to construct the Improvements. After approval of the Approved Plans for the Improvements, the Landlord shall provide Tenant a final budget of the costs to complete the Improvements that Landlord will charge to Tenant to construct the Improvements ("**Construction Budget**"). The Construction Budget shall be in reasonable detail and shall reflect a unit cost for all Improvements which is reasonable in amount, given the then-current market conditions pertinent to labor and material costs for such construction. The cost of the work set forth in the Construction Budget approved by Tenant that exceeds the Allowance is hereinafter referred to as the "**Excess Costs**". Within five (5) business days of receipt by Tenant of the Construction Budget, the Tenant shall have the right to review and in writing approve or disapprove the Construction Budget. In the event the Construction Budget shall be equal or less than the Allowance, then the Tenant shall be deemed to have approved the Construction Budget. The general contractor for the Landlord's Work shall be Barron Commercial Development, Inc. or other general contractor selected by Landlord (the "**General Contractor**"). Unless Tenant approves a single bid or agrees with Landlord that obtaining more than one bid is not practical, the General Contractor shall solicit bids from at least two (2) subcontractors for all components of the Work in excess of Three Thousand Dollars (\$3,000.00) (such as HVAC distribution, drywall, electrical/plumbing/mechanical, woodwork, floor and wall covering and painting). Promptly after receipt of the bids, Landlord shall establish the Construction Budget which will be equal to the sum of the lowest qualified responsive bidders from the bidding plus a customary fixed fee of 10% for the General Contractor's overhead and profit and a general conditions fee of actual hard and soft costs (subject to Tenant's reasonable approval) including supervision, based on the total cost of the Work, as the General Contractor's fee. Landlord (or Landlord's construction representative or property manager) shall not be entitled to any supervision fee in connection with the General Contractor's performance of the Work. Notwithstanding the foregoing, Landlord and Tenant acknowledge that, by mutual agreement of Landlord and Tenant, negotiated subcontracts may be let as to certain aspects of the Work, in which event Landlord shall not be required to solicit bids for such portions of the Extra Work. The bidding process for the major subcontracts for the Work as described herein shall be conducted on an "open book" basis. For purposes hereof, the term "open book" basis shall be deemed to mean that Landlord shall, upon request from Tenant, provide Tenant with copies of the bid responses for the subcontracts for the Work.

In the event that Tenant does not approve the Construction Budget, then within five (5) business days after Tenant's receipt of the Construction Budget Tenant shall in writing either: (i) modify the Approved Plans to the extent necessary to reduce the Construction Budget to an amount that is acceptable to Tenant, or (ii) agree to pay for the Excess Costs in the amount set forth in the Construction Budget or Tenant elects to have Landlord advance such Excess Costs, whereupon such Excess Cost shall be deemed an increase in the Capital Improvement Budget and an increase in the amount of the Capital Payments, as provided in Article III of this **Exhibit C**. In such event, Tenant's failure to elect to modify the Approved Plans within said five (5) business day period shall be deemed to be Tenant's approval of the Construction Budget and Tenant's agreement to pay Landlord the cost of the Excess Costs set forth in the Construction Budget. Upon

approval of the Construction Budget as set forth above, the Landlord agrees that Landlord will complete the Improvements and shall not charge Tenant for any costs to complete such Improvements in excess of the amount set forth in the approved Construction Budget, subject to increase for any "Extra Work" (as hereafter defined), if applicable.

Tenant shall pay to Landlord the full amount of the Excess Costs which Tenant elects to fund as provided in Article III of this **Exhibit C** within thirty (30) days after Landlord gives Tenant written notice that the Landlord's Work has been Substantially Completed. The Excess Costs represents a reimbursement of monies to be expended by Landlord on Tenant's behalf. Payment, when due, shall be a condition of Landlord's continued performance under this Work Letter. Any actual delays in construction of the Improvements or Base Building Improvements resulting from Tenant's failure to make any payment when due, shall be a Tenant Delay. Tenant's failure to pay any portion of the Excess Costs which Tenant elects to pay, within ten (10) days after receipt of Landlord's written demand, shall constitute a Default under this Lease, entitling Landlord to all of its rights and remedies hereunder.

III. Extra Work not contemplated by the Approved Plans to be performed by Landlord

A. If Tenant wishes Landlord to do any work in connection with the Premises other than the Work shown on the Approved Plans the cost of which being set forth in the Construction Budget (such other work is hereinafter called the "**Extra Work**"), the following terms, conditions, agreements and procedures shall be applicable:

1. Tenant shall, at its sole cost and expense, ask Landlord to cause Landlord's Architect to prepare and submit to Landlord and Tenant all necessary drawings, plans and specifications covering the proposed Extra Work (such drawings, plans and specifications are hereinafter called the "**Extra Work Plans**"), and in conjunction therewith the General Contractor shall prepare a cost proposal for the extra Work as well as an estimate of the delay (if any) expected to result if the Extra Work is implemented.

2. Landlord shall not be required to perform any Extra Work, unless and until (i) Landlord has approved the Extra Work Plans in writing, which approval shall not be unreasonably withheld, and (ii) the Tenant has agreed to (x) pay for any Extra Work (which shall include any hard or soft costs with respect to such Extra Work including, but not limited to, architect and engineer fees required to prepare the Extra Work Plans) contemplated by such Extra Work Plans and (y) be responsible for any actual delay caused by such Extra Work, as described below.

3. In the event that the Landlord is willing to do the Extra Work contemplated by the Extra Work Plans, then Landlord shall submit to Tenant the price of said Extra Work and the amount of any additional time needed for the completion of the Extra Work over and above the required schedule to complete existing Landlord's Work ("**Extra Work Order**"). Under no circumstances shall Landlord be obligated to proceed with the Extra Work, unless and until the Extra Work Order (if any) is executed by Tenant and delivered to Landlord. If the additional time to perform the Extra Work (as agreed to in writing by Landlord and Tenant) would extend beyond the date that the Premises would otherwise have been ready but for such Extra Work, the Commencement Date will commence on the

date that the Landlord would otherwise have achieved substantial completion but for such Extra Work.

4. In connection with any Excess Costs for such Tenant's Extra Work as set forth in the Extra Work Order, upon Tenant's execution of the Extra Work Order, the Tenant shall elect, in writing, to either: (i) pay Landlord for such Excess Costs within thirty (30) days of Landlord notifying Tenant, in writing, that the Landlord's Work has been Substantially Completed, or (ii) the Tenant and Landlord shall be deemed to have elected that the Capital Improvement Budget shall be increased by the amount of such Excess Cost and the Capital Payment increased by the amount of any such Excess Costs.

5. If Tenant does not approve the Extra Work Order within five (5) days after Tenant's receipt thereof, then Tenant shall be deemed to have elected to not approve the Extra Work Order, and Landlord shall not implement the Extra Work Order.

IV. Tenant's Acts or Omissions

Notwithstanding anything in the Lease to the contrary, the occurrence of any of the following (other than an Extra Work Order executed by Tenant) shall be a "**Tenant Delay**" if the same shall continue for more than three (3) business days after notice from Landlord to Tenant:

1. Tenant's failure to timely approve the Final Plans or any other approval required hereunder or failure to furnish the Extra Work Plans, or any one or more of them, in accordance with the provisions hereof; or

2. Intentionally omitted; or

3. Tenant's request for materials, finishes or installations which would delay completion of the Premises beyond the date originally scheduled for completion provided Landlord shall have informed Tenant at the time such request was approved that such materials, finishes or installations would cause such changes; or

4. Tenant's changes at any time or from time to time in any one or more of the following: Work, Extra Work, the Approved Plans or Extra Work Plans, regardless of Landlord's approval of any such changes; or

5. The performance or completion by Tenant, or any person, firm or corporation employed by Tenant, of any work on or about the Premises, including, without limitation, any labor disharmony or interference caused by such performance or completion; or

6. If Tenant shall request that Landlord not construct the Work or the Extra Work in all or part of the Premises.

then, in any of such events resulting in actual delays or additional costs to Landlord, the Tenant shall be responsible to Landlord for such additional construction or other costs, and if any such delay extends beyond the date that the Premises would otherwise have been ready but for such delay, then, in any event, the Commencement Date will still commence on the date which is the

date that the Premises would otherwise have been ready for occupancy and Landlord would have achieved Substantial Completion but for such Tenant Delay. In order to enforce its rights to collect for said additional expenses, the Landlord shall have all of the rights and remedies granted under the Lease in connection with the enforcement of the collection of Rent owing to Landlord.

V. Tenant's Access to Premises

A. To facilitate Tenant's occupancy of the Premises, Landlord (if permitted by Law) shall permit Tenant to have access to the Premises at least thirty (30) days prior to the date of Substantial Completion for purposes of installing voice and data communication systems, related cabling, furniture, and other personal property into the Premises by Tenant. Landlord agrees to provide Tenant with reasonable advanced notice of such date so that Tenant can organize its workforce to perform such work. Such prior entry shall be subject to the condition that Tenant and Tenant's agents, contractors, workmen, mechanics, suppliers and invitees shall work in harmony and not interfere with Landlord and its agents and contractors in doing its Work in the Premises or with other tenants and occupants of the Building. If at any time such entry or occupancy shall cause or threaten to cause such disharmony or interference, Landlord, in its sole discretion, shall have the right to withdraw and cancel such license upon twenty-four (24) hours' written notice to Tenant. Tenant agrees that any such entry into the Premises prior to the Commencement Date shall be deemed to be under all of the terms, covenants, conditions and provisions of the Lease, except as to the covenant to pay Rent. Tenant further agrees that, to the extent permitted by Law, Landlord and its principals shall not be liable in any way for any injury or death to any person or persons, loss or damage to any of Tenant's work and installations made in the Premises or loss or damage to the property placed therein prior to the commencement of the term of the Lease, the same being at Tenant's sole risk, except to the extent (if any) the same results from the negligence or willful misconduct of Landlord or its agents, employees, or contractors, subject to the mutual waiver of subrogation set forth in the FIRE/EMS Sublease for which this is attached as an exhibit.

B. In addition to any other conditions or limitations on such license to enter or occupy the Premises prior to the Commencement Date, Tenant expressly agrees that none of its agents, contractors, workmen, mechanics, suppliers or invitees shall enter the Premises prior to such Commencement Date, unless and until each of them shall furnish Landlord with satisfactory evidence of insurance coverage.

VI. Miscellaneous

A. The Work and the Extra Work, if any, shall be done by Landlord, or its designees, contractors or subcontractors, in accordance with the terms, conditions and provisions herein contained.

B. Except as expressly set forth in this Lease and in the Comprehensive Agreement, Landlord has no agreement with Tenant and has no obligation to do any other work with respect to the Premises. The Tenant shall not perform any work in the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Any other work in the Premises which may be permitted by Landlord pursuant to the terms and conditions of the Lease shall be done at Tenant's sole cost and expense and in accordance with the terms and provisions of

this Lease pertaining to alterations by Tenant.

C. Except as otherwise provided herein, under no circumstances shall the Commencement Date be delayed in whole or in part because of any Tenant Delay or Extra Work.

D. This Exhibit shall not be deemed applicable to any additional space or expansion space added to the Premises at any time or from time to time, whether by any options under the Lease or otherwise, or to any portion of the Premises or any additions thereto in the event of a renewal or extension of the original term of this Lease, whether by any options under the Lease or otherwise, unless expressly so provided in the Lease or any amendment or supplement thereto.

VII. Permits

Landlord shall obtain, at Landlord's cost, all necessary permits from the jurisdictional authorities with respect to the Work in the Premises to be performed by Landlord.

VIII. Certificates of Occupancy

The Landlord shall secure a certificate of occupancy (or its local equivalent) from the jurisdictional authorities with respect to the Premises as one of the components of Landlord achieving Substantial Completion of the Work to be performed by Landlord and shall provide Tenant with a copy thereof.

IX. Intentionally Deleted.

X. Intentionally Deleted.

XI. Compliance with Laws

Landlord covenants that, as of the Commencement Date, the Qualified Project constructed by Landlord shall be in compliance with all Laws applicable thereto (including without limitation fire and life safety, and Disabilities Acts). To the extent that as of the Commencement Date the Qualified Project constructed by Landlord is in violation of any such Laws, then the work required to bring the applicable item into compliance will be promptly performed by Landlord, at its expense and not as part of Operating Costs (except to the extent any such violations are caused by the acts or omissions of Tenant or Tenant's agents, employees, or contractors).

Exhibit C-1

Base Building Improvements

- Natural Gas: A minimum of a 3/4-inch, medium pressure gas line stubbed to an agreed upon location, just outside Tenant space. Pipe size to be based on total developed length.
- Domestic Water: A minimum of a 1-inch water line stubbed to an agreed upon location within five (5) feet of the Premises. Master meter and any required backflow preventer to be located outside of the Premises.
- Electric: 120/208v, 3 phase, 4 wire, 600 amp or, equally, 600 amps at 480 volts, with separate metering. Landlord to provide four (4) - 3" diameter conduits to locations shown on the design documents including an additional amount as necessary, for future connection to main distribution panel by Tenant. If a step-down transformer is required to deliver this service, it shall be provided outside the Premises by Landlord. If pull is longer than 250' upsize of conduit will be required at Landlord expense.
- Communication: Landlord shall provide telephone and data services through two 2-inch conduit with pull string brought to an agreed upon location within the Premises. Tenant shall not be required to pull more than 80 feet. Tenant shall have the right to select its own vendor to provide ongoing telephone and broadband or data service, or any technological advancement of such services, to the Premises.
- Sewer: Two (2) 4-inch sanitary sewer mains (one sanitary and one grease waste) stubbed to locations as shown on plans.
- Storm Drainage: Complete storm sewer drainage distribution system ready to connect to Tenant's storm drain locations. Landlord shall design Landlord's storm water collection piping to fit Tenant's system's size and elevations at a location determined by Tenant.
- Grease interceptor: Landlord to provide grease interceptor connected to city sewage system with proper drainage and in accordance with code requirements.
- Floor slab: Slab is poured. Provide level concrete floor slab of Premises and ramp from vehicle storage area to street. Vehicle area to include trench drains. Approach and departure angles need to align to fire apparatus requirements including grading and turning movements.
- Roof: Landlord has provided and installed new roof.

HVAC/Refrigeration: Landlord will provide all required shafts for fresh air and exhaust.

Ceiling Clearance: Per Plan

Fire Sprinkler & Alarm: Landlord to provide fire sprinkler system and water riser adjacent to demising wall for Tenant to connect and backflow or check valve assembly if required by local authority or code.

Landlord to permit connection to fire alarm system if required by local authority. Landlord to provide conduit stubbed to Premises for Tenant's use (exact system to be discussed) if required by local authority.

Meters/Submeters: Landlord, at its expense, to install all meters (or where necessary sub-meters) for utilities provided by Landlord such that Tenant's usage is separately monitored from any other tenant or space.

Utilities Hookup/Development Fees:

Landlord shall be responsible for all outstanding, pending or new assessments for the cost of all development, traffic, water, sewer, electric, gas and telephone, including, without limitation, all meter/sub-meter hook-up, tie-in, impact, tap, connection, extension and/or other similar fees and costs, excluding only deposits for service use.

Utility Availability: All Utilities shall be available for Tenant's use 24 hours per day, 7 days per week (subject to force majeure).

Exterior Doors: All entry doors, hardware, and clearances in compliance with ADA and Essential Facilities building code standards (including roll-up door(s) for vehicles)

EXHIBIT C-2

Approved Plans

Demising Walls/Interior partitions:

As set forth on the attached Approved Space Plan attached as **Exhibit C-3**. Bunk rooms require sound dampening properties.

Ceiling:

Building standard 2x2 acoustical in “non-vehicle” area and painted open ceiling in vehicle area at minimum height. “Vehicle area” must have ample height clearance for fire apparatus, staff on top of fire apparatus, and large industrial ceiling fans to circulate air. Ceiling Tiles in the bunk rooms must have sound dampening properties.

Interior Doors:

Solidcore wood or metal with hardware per mutually approved floor plan.

Restrooms:

As per floor plan including standard plumbing fixture. Restrooms to include tile all fixtures (cabinets, etc.) and tile flooring, ample counter space for staff hygiene needs, with accessible sink fixtures.

Plumbing and Distribution:

Plumbing to be run from stub line to 1) kitchen connections 2) appliances connections 3) restrooms fixtures 4) vehicle area hose connections.

HVAC:

Install HVAC (including DOAS system reheat coils) sufficient capacity to maintain normal room temperature (with capabilities to cool and maintain 68 degrees) with distribution per mutually approved interior plans. An isolated HVAC system is required for the bunker gear/storage/contamination areas – to be defined by City. Commercial kitchen hoods, hood fire suppression, HVAC equipment specific to fire fighting needs, etc.

Electrical Service:

Typical electrical throughout the entire building with standard outlight/light switch fixtures with power per plan. Apparatus bay requires upgraded electrical components.

Fire Sprinklers:

Provide full system with distribution per approved plan.

Fire Alarm System:

Supply and install NFPA, UL and code approved fire protection system.

Telephone:

Provide and install 2” conduit to Tenant’s space for Tenant supplied telephone service cables and phone system throughout the entire build out with capacity for phone lines and Cat 6 cables

Flooring:

Building standard carpet (color section by Tenant) with 4” carpet base or

vinyl flooring with 4” vinyl base. Floor surfaces at sinks, vending area, and kitchen areas shall be 3/16” vinyl floor tile or ceramic surface. Telephone, computer equipment and other appropriate rooms shall have vinyl floors with 4” vinyl base. Exposed concrete areas to be sealed. Need to upgrade finished to 1) Commercial Grade LVT plank flooring in select areas and 2) polished or sealed concrete.

Finishes: Paint to be two coats of latex throughout. Walls to have 4” vinyl base (cove or straight) or higher building standard. 1 – 4’x8’ sheet of ¾ “ fire retardant plywood mounted to the wall of the data closet.

Parking: Fourteen (14) dedicated (exclusive – no public access) parking spaces reserved for fire rescue personnel with covered parking at no charge.

Generator: Provision to be made for Developer supplied generator, per City specifications, including gas connections and the associated transfer switches and controls.

Communication Equipment: Provision to be made for any roof mounted communication equipment.

Shaft: Any shafts from premises to top of garage or ventilation (including kitchen hood and dryer vents) or connection to communication equipment as set forth on plans.

Cabinetry: Cabinetry for kitchen, bathrooms, common areas, offices, etc., based on building standard.

Trash Removal: Interior of demised premises, including all storage areas, shall be free of all personal property and/or debris. Premises to be delivered in a “broom clean” condition after improvements are completed.

Dumpster Area: Provide area for shared compactor and a dedicated Bio-hazard waste container and access for vendors for pickup.

SCHEDULE 3

AFFIDAVIT

CLOSING AFFIDAVIT

STATE OF _____))
 _____) SS:
 COUNTY OF _____)

BEFORE ME, the undersigned Notary Public, personally appeared _____, to me well known to be the person who made and subscribed the following Affidavit, who, upon being first by me duly sworn on oath, deposed and said as follows:

1. Affiant is the _____ of the City of Fort Lauderdale ("**City**"), and as such officer has general knowledge of the business and affairs of the City and of all facts stated hereinafter.

2. The City has entered into the "Comprehensive Agreement" referenced in Instrument #119064164 recorded in the Public Records of Broward County, Florida ("**Memorandum**") with respect to that certain real property situated in Broward County, Florida ("**Subject Property**"), more particularly described on **Exhibit A**.

3. The City is in possession of the Subject Property and the City has not entered into a written agreement granting any party a lease or right to possession of the Subject Property, other than as contemplated in the Comprehensive Agreement, the FIRE/EMS Sublease executed by the City and Las Olas Parking Solutions, LLC ("**Private Party**"), and the Revocable License dated November 25, 2019, as amended on _____, 2024, by the City and Las Olas Holding Company, Inc. ("**Las Olas**"), as modified by the Memorandum of Understanding between the City, Las Olas and Private Party (collectively, the "**License Agreement**").

4. No judgments have been rendered and no suits are now pending against the City, in any court of record, which impair or involve title to the Subject Property; nor have any writs of execution or attachment, issued from any court (including a court of a Justice of the Peace), been levied upon the Subject Property in Broward County, Florida belonging to the City.

5. All persons, firms and corporations who have performed labor or supplied materials upon the Subject Property on behalf of the City, if any, have been fully paid; there is no person, firm or corporation who has any right or claim of lien against the Subject Property for having furnished material or performed labor thereon on behalf of the City; there have been no improvements, alterations or repairs to the Subject Property on behalf of the City for which the

EXHIBIT C - 3 Approved Space Plan

T.1. Shell Plan
Scale: 3/16"=1'-0"

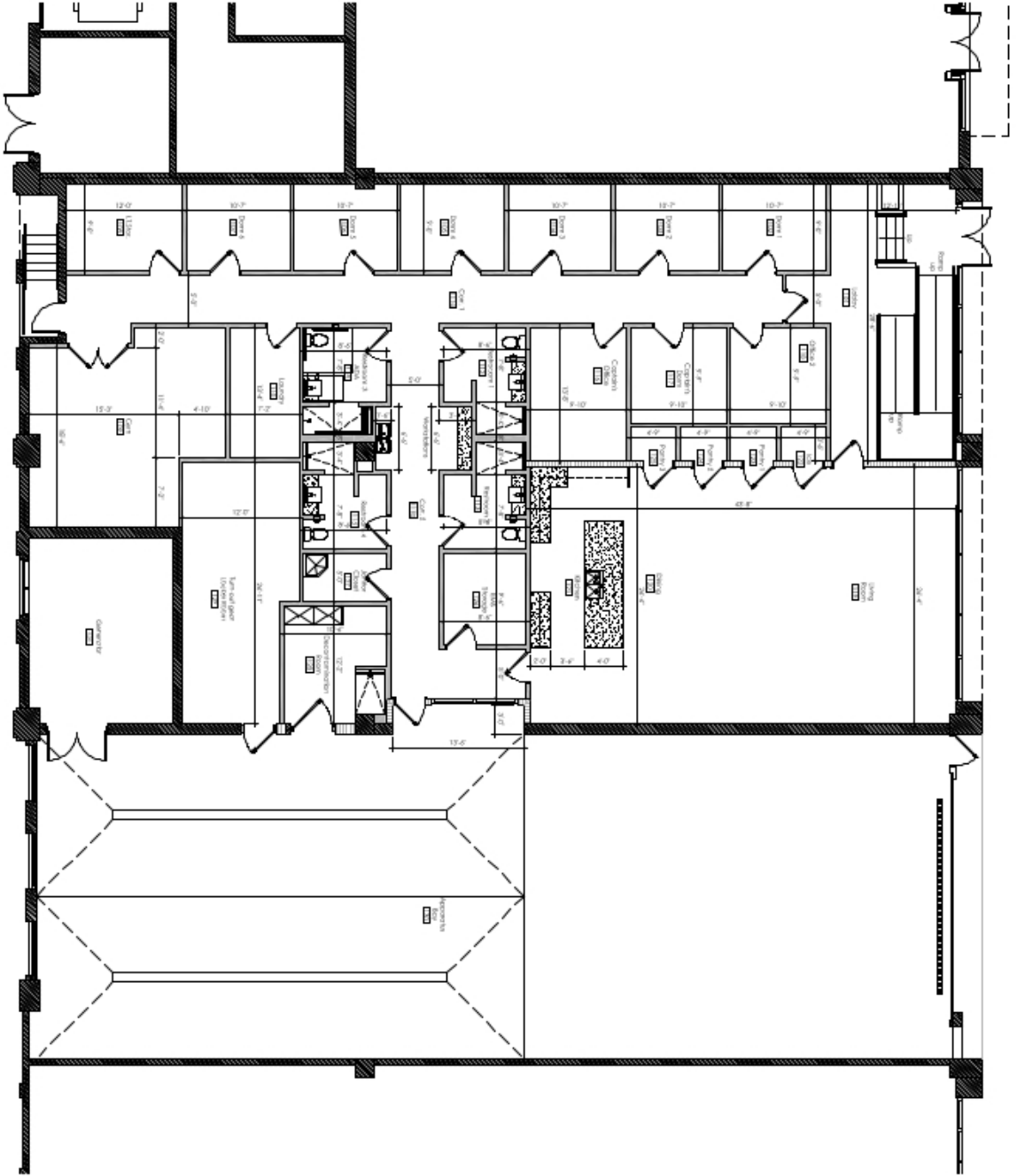


EXHIBIT C-4
Construction Budget

Las Olas Garage - BOE/Estimated Budget

Exhibit C-1 - Scope of Work	
Scope Paid for by Developer	1,900,000
Subtotal	1,900,000
Exhibit C-2 - Scope of Work	
Slab Floor	60,000
Ceiling	60,000
Interior Doors	35,000
Restrooms	70,000
Plumbing & Distribution	50,000
HVAC	100,000
Electrical	125,000
Fire Sprinklers	75,000
Fire Alarm	40,000
Telephone	7,500
Floor	
Interior Flooring	100,000
Polished Concrete	20,000
Walls	
Sound Proofing, Insulation, Drywall	30,000
Demising Walls	90,000
Kitchen/appliances	
Stove/Oven/Grill	19,000
Refrigerators	4,000
Dishwasher	1,500
Tables	5,000
Chairs	1,000
Cabinets	30,000
Hood and Fire Suppression	35,000
Washer Dryer	12,000
Ice Machine	4,000
Furniture	
Desks, file cabinets, Chairs, beds, night stands E	100,000
Network	
Network Equipment/cabeling	45,000
Mobile	
Security Cameras	40,000
Access Control	35,000
Voice / AV	50,000
BDA	75,000
Fire Alerting	250,000
Air Vac Exhaust System	45,000
Lockers	32,000
Interior Signage	20,000
Exterior Signage	30,000
Air Compressor and Lines for Bay	4,000
Storage Shelving	3,000
Generator	250,000
Gym	-
Flooring	10,000
Equipment	30,000
Subtotal	1,993,000
Contingency	387,000
Total Estimated Project Cost	4,280,000
Base Building Contribution	(1,900,000)
Developer Contribution	(1,100,000)
Total	
C-1: Base Building Developer Cost	1,900,000
C-2: Tentative Plans Developer Contribution	1,100,000
C-2: Tentative Plans City Obligation	1,280,000

costs thereof remain unpaid; within the past ninety (90) days, no improvements have been commenced on the Subject Property on behalf of the City that would result in a lien on the Subject Property.

6. The City will not record any instrument to be recorded amongst the Public Records of Broward County, Florida, subsequent to April 17, 2023 at 8:00 A.M. through the date of recording of the Memorandum with respect to the Subject Property, except for the Declaration of Easement between the City and Las Olas Parking Solutions, LLC dated _____, and the License Agreement and the FIRE/EMS Sublease (or a memorandum of its terms).

7. Affiant declares that he has examined this Affidavit and to the best of Affiant's knowledge, without independent investigation or inquiry, and belief it is true, correct and complete and that Affiant has the authority to execute this Affidavit on behalf of the City.

FURTHER AFFIANT SAYS NOT.

By: _____
Name: _____
Title: _____

Sworn and Subscribed to before me this ____ day of _____, _____, by means of [] physical presence or [] on-line authorization, by _____, the _____ of the CITY OF FORT LAUDERDALE, a municipal corporation, who is personally known to me or has produced _____ as identification..

Notary Public, State of Florida

My Commission Expires: _____

EXHIBIT A TO CLOSING AFFIDAVIT

SUBJECT PROPERTY

Lots 1, 2, 3, 4, 5, 6, 7, and 8, Block 9, COLEE HAMMOCK, according to the Plat thereof, as recorded in Plat Book 1, Page 17 of the Public Records of Broward County, Florida.

Schedule 3 - 3

SCHEDULE 4
MEMORANDUM OF UNDERSTANDING

Schedule 4 - 1

SCHEDULE 4

MEMORANDUM OF UNDERSTANDING

THE CITY OF FORT LAUDERDALE, FLORIDA (“**City**”), LAS OLAS HOLDING COMPANY, INC. (“**Las Olas**”), and LAS OLAS PARKING SOLUTIONS, LLC (“**Solutions**”, together with the City and Las Olas collectively “**Parties**” and individually a “**Party**”) hereby execute this Memorandum of Understanding (“**Memorandum**”) effective as of _____, 2024 (the “**Effective Date**”).

WHEREAS, Las Olas is the current Licensee under that certain Revocable License dated November 25, 2019 between the City and Las Olas (the “**Revocable License**”), which was recorded on January 22, 2020 as Instrument #116301277 in the Public Records of Broward County, Florida; and

WHEREAS, the City and Solutions have entered into that certain Comprehensive Agreement, as amended (“**Comprehensive Agreement**”), a Memorandum of which was recorded in Instrument #119064164 of the Public Records of Broward County, Florida; and

WHEREAS, on the “Commencement Date” (as defined in the Comprehensive Agreement), Solutions will be leasing the “Property” (as defined in the Comprehensive Agreement); and

WHEREAS, Solutions intends to construct and develop a mixed-use property on the Property including in the location where the current trash compactor and recycling dumpster being used pursuant to the Revocable License (“**Current Trash Facilities**”) are located and being operated pursuant to the Revocable License; and

WHEREAS, on the Commencement Date, the City will assign the Revocable License to Solutions and on the date of delivery of the “Construction Notice” (as hereafter defined), Las Olas and Solutions will terminate the Revocable License; and

WHEREAS, the Parties hereto desire to set forth their agreement with respect to the ability to provide trash removal after the Commencement Date, during the period of construction, and to thereafter provide for the rights of the various tenants and their successors and assigns of Las Olas

(the “**Las Olas Tenants**”) to have access to the new trash facilities (“**New Trash Facilities**”) to be constructed as part of the redevelopment on the Property by Solutions, with the understanding that Solutions will directly bill the Las Olas Tenants for the use of the New Trash Facilities.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby ratified and incorporated herein.

2. Assignment and Termination. On the Commencement Date, the City will assign the Revocable License to Solutions, and promptly after the date of delivery of the Construction Notice, Solutions and Las Olas shall execute an agreement to be recorded in the Public Records of Broward County, Florida terminating the Revocable License of record, effective as of the date of delivery of the Construction Notice. Upon assignment of the Revocable License to Solutions, the City shall be released from any and all liability, covenants, conditions duties and financial obligations arising subsequent to the date of the assignment under the Revocable License or any subsequent agreements between Solutions and Las Olas. Further, Solutions indemnifies and holds City harmless for any claims, losses, demands, lawsuits, including reasonable attorney’s fees and court costs arising from the acts. actions, activities, omissions, duties, covenants, obligations of Solutions under the Revocable License for matters first arising after the date of such assignment of the Revocable License from the City to Solutions or any subsequent agreements between Solutions and Las Olas relating to the Existing or New Trash Facilities. City shall not be obligated to prorate and credit to Solutions any payments made to City under the Revocable License prior to the assignment. Las Olas shall not be released from liability to the City for matters arising prior to the date of the Assignment. The City’s execution of this MOU shall not be considered its consent to or approval of the business terms and conditions of the Revocable License as negotiated by and between Las Olas and Solutions, other than the City agrees to extend the term the Revocable License and to assign it to Solutions, In all respects, this Memorandum of Understanding is binding on the parties according to the terms and conditions stated herein.

3. Trash Facilities. Solutions shall continue to make the trash facilities (“**Then Existing Trash Facilities**”) available at all times to Las Olas and/or the Las Olas Tenants as provided herein:

- (i) from the Commencement Date until Solutions provides written notice to Las Olas (“**Construction Notice**”) of the date Solutions plans to commence construction of the “Project”, as hereafter defined (“**Construction Commencement Date**”). Las Olas may continue to use the Current Trash Facility on the terms set forth in the Revocable License;
- (ii) from the Construction Commencement Date until Solutions notifies Las Olas that the “New Trash Facility” (as hereafter defined) is available, Solutions will provide Las Olas a temporary dumpster (“**Temporary Trash Facilities**”) to accommodate a similar amount of trash as was being used immediately prior to delivery of the Construction Notice, and Las Olas shall pay Solutions an amount equal to the amount payable under the Revocable License during the last three (3) months prior to the Construction Notice

Las Olas paid for the construction of the Current Trash Facilities which will be demolished by Solutions in order to construct the Project. Solutions shall simultaneously with delivery of the Construction Notice reimburse Las Olas for the remaining unamortized cost of the construction of the Current Trash Facilities in the sum of \$44,000 (“**Existing Dumpster Reimbursement**”). Promptly after receipt of the Existing Dumpster Reimbursement, Las Olas will assign to Solutions any dumpster agreements it has with respect to the Current Trash Facility and rights to and utilize utilities Las Olas serving the Current Trash Facility.

3. Construction. After delivery of the Construction Notice, Solutions will proceed with the construction of the development which is contemplated to include a retail component, three-story parking garage, FIRE/EMS station, as well as the New Trash Facilities (the “**Project**”). Las Olas has no involvement nor responsibility with respect to the construction and development of this Project. At all times during construction of the Project, Solutions shall ensure that the Temporary Trash Facilities remain available for use during the construction, and if at any point

they are not so available, then Solutions is responsible to provide an alternative for the pickup of the trash and recycling that is being utilized by Las Olas Tenants.

4. New Trash Facilities. Once the construction of the Project is completed and the New Trash Facilities are available for use until the expiration of the term of the Comprehensive Agreement, Solutions will enter into separate agreements with the Las Olas Tenants (“**Separate Agreements**”) to allow for their use of the New Trash Facilities. The Las Olas Tenants shall be billed for the costs as contemplated on Exhibit “A” attached hereto directly by Solutions, and Las Olas shall have no responsibility with respect to the payment for the trash removal services provided directly by Solutions to the Las Olas Tenants. The billing shall be done on an equitable basis treating each of the Las Olas Tenants in a consistent manner and without favoritism nor prejudice to any, subject of course to the extent and nature of their use, with Solutions to apportion charges based upon the type of use (i.e., 75% to restaurants that use the New Trash Facility allocated pro rata to such restaurant, and 25% to retail, office and other users allocated pro rata to such uses). The formula to be utilized for charges for the New Trash Facility is attached hereto as Exhibit “A”. Las Olas shall have the right to periodically audit the pertinent records of Solutions to ensure that the methodology set forth in Exhibit “A” is being properly and consistently applied, and that the charges to the Las Olas Tenants are equitable among them and equitable relative to other third-party users. If at any point New Trash Facilities are not so available, then Solutions is responsible to provide an alternative for the pickup of the trash and recycling that is being utilized by the Las Olas Tenants. In the event of any dispute between Solutions and the Las Olas Tenants where Solutions intends to terminate their ability to utilize the New Trash Facilities, such as for nonpayment of bills, Solutions shall promptly notify Las Olas in writing of same.

5. Term. The Term shall continue from the Commencement Date and until the earlier to occur of (i) the expiration of the term of the Comprehensive Agreement, (ii) such time as Las Olas may unilaterally select to terminate its rights to utilize the Existing Trash Facilities, in which case, Las Olas shall notify Solutions, in writing, that it is terminating its participation in this Memorandum of Understanding effective no sooner than thirty (30) days after delivery of such written notice, and (iii) Solutions may terminate the use of any Existing Trash Facility then being provided pursuant to this Memorandum if a user defaults in its payment or other obligation of use, and not cured within fifteen (15) days after written notice to such user of the breach.

6. Notice. All notices from one Party to the other shall be either hand-delivered or sent via overnight service such as Federal Express, and addressed as follows:

LAS OLAS:

The Las Olas Holding Company, Inc.
600 Sagamore Road
Fort Lauderdale, FL 33301
Attn: Michael Weymouth
Telephone: _____

SOLUTIONS:

Las Olas Parking Solutions, LLC
699 N Federal Hwy, Suite 200
Fort Lauderdale, FL 33304
Attn: Charles B. Ladd
Telephone: 954-627-7000

CITY:

The City of Fort Lauderdale, Florida
101 NE 3rd Avenue, Suite 2100
Fort Lauderdale, FL 33301
Attn: City Manager
Telephone: (954) 828-5013

7. Entire Agreement. This Memorandum of Understanding incorporates and includes all prior negotiations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter are not set forth herein.

Witness #1

Print Name: _____

Print Name: _____

LAS OLAS PARKING SOLUTIONS, LLC,
a Florida limited liability company

By: _____

Charles B. Ladd, Jr.

Its: Manager

Date: _____

LAS OLAS PARKING SOLUTIONS, LLC,
a Florida limited liability company

By: _____

Michael C. Weymouth

Its: President

Date: _____

Print Name: _____

Print Name: _____

Witness #1

Print Name: _____

Print Name: _____

(SEAL)

THE CITY OF FORT LAUDERDALE

By: _____
_____, Mayor

By: _____
_____, City Manager

ATTEST:

Name: _____, City Clerk

APPROVED AS TO FORM:

Thomas J. Ansbro, City Attorney

By: _____
Name: _____,
Assistant City Attorney

EXHIBIT "A"

- The amortization of the Existing Dumpster Reimbursement amortized at \$400.00 per month over 120 months.
- The cost to provide the trash services with respect to the New Trash Facility, including trash removal charges and \$500.00 per month (increased every five (5) years by the cost of living) for administrative, maintenance and utility charges.

SCHEDULE 5

CITY COMMISSION ACTION

Matters for City Commission Approval

Whenever the consent or approval of the Tenant is required under the Sublease, it is understood and agreed that such consent or approval may require City Commission approval. For instance, as stated in paragraph 3. (c) of the Sublease, the Tenant's monetary obligations under this Sublease for any fiscal year is subject to budget and appropriation by the City Commission of the Tenant.

It is the intent of the Tenant to construct a state-of-the-art Fire/EMS station which seeks to meet or exceed industry standards for fire protection and prevention for the benefit of the general public. Further, due to rising construction costs, Tenant may have to pay Excess Costs for Approved Plans or Extra Work, appropriate additional funds for unforeseen costs or contingencies, or may have to comply with the City's procurement code. Further, the Tenant's preference is not to increase the Capital Improvement Budget. The City Manager or his or her designee is authorized and empowered to approve Excess Cost or appropriate and disburse additional funds for unforeseen costs or contingencies associated with improvements or construction of the Fire/EMS Station in an amount not to exceed \$ 2,000,000 ("**Threshold Amount**"). Disbursement for funding in excess of the Threshold Amount shall require the approval of the City Commission at a duly noticed, publicly held meeting.

Therefore, the time limit for Tenant to respond or consent to a matter under this Sublease, including deadlines relating to Tenant's actions, duties and obligations during the predevelopment and construction phase as set forth in **Exhibit C** is extended by forty-five (45) days, to the extent City Commission approval is required or the City must comply with its procurement code as determined by the authorized representative of the Tenant in his or her sole discretion. Further, the time for payment is extended an additional thirty (30) days after the date of City Commission approval. If the City Commission does not approve an item, then the Fire/EMS improvements may be redesigned or modified the improvements as appropriate to meet design standards and building code regulations, and the City Manager can approve funding up to his or her Threshold Amount.

Such an extension for consent or approval and payment shall not be deemed a delay under the Sublease or a default under the Sublease and shall not entitle Landlord to recover damages, including interest or carrying charges, against the Tenant. Further the Commencement Date shall be extended accordingly.