

## LEASE AGREEMENT

1. PARTIES - This Lease is executed this 19<sup>th</sup> day of March, 2019 (the "Effective Date") between **521 NE 4TH AVE LLC**, a Florida limited liability company, ("Landlord"), and **City of Fort Lauderdale**, a political subdivision of the State of Florida, ("Tenant").

2. DEMISE - Landlord, for and in consideration of the rents hereinafter reserved, and the terms, conditions, covenants and provisions contained in this Lease, hereby leases to Tenant, and the Tenant hereby takes and hires from the Landlord, subject to the terms and conditions contained in this Lease, the following described property (the "Premises"):

The South 10 feet of Lot 5, and Lots 6, 7, and 8, in Block 3, of Amended Plat of Blocks 1-2-3-4-5-6-7-8-25-26-27-28-29-30-31-32 and 33 of North Lauderdale, according to the Plat thereof recorded in Plat Book 1, Page 182, of the Public Records of Miami-Dade County, Florida, said lands lying, situate and being in Broward County, Florida, more commonly known as 521 NE 4<sup>th</sup> Avenue, Fort Lauderdale, Florida

A current Survey of which is attached hereto as **Exhibit "A"**. The Premises includes all improvements thereon existing as of the Effective Date and any and all rights, privileges, and easements benefiting, belonging or pertaining thereto, including an approximately 8,017 square foot office building and 25 standard and 2 handicap parking spaces. Landlord reserves the right to use any currently vacant portion of the foregoing property which shall be excluded from the Premises, including but not limited to building improvements or placing a food truck or 'pop-up' tenant thereon.

3. TENANT IMPROVEMENTS - Landlord shall provide a 'turnkey' buildout using building standard finishes in such style and color reasonably selected by Tenant subject to a mutually agreed upon space plan, to be attached to this Lease as Exhibit "B", which building standard shall include new paint and commercial grade carpet or commercial grade vinyl planking throughout the Premises. Turnkey will include building and Tenant standard improvements, the cost of all architectural design services, engineering costs, and third-party project management fees and all other hard and soft costs of construction. Landlord will competitively bid the work and Landlord's architect will prepare the Construction Documents. Landlord shall deliver the Premises in accordance with all laws, codes and ordinances, including ADA and shall ensure that all Base Building systems within or serving the Premises are in good, working condition upon the completion of Tenant Improvements.

4. TERM - The term of this Lease shall be sixty -four (64) months, plus the number of days from the Commencement Date as hereinafter defined, to the beginning of the first calendar month of this Lease, unless sooner terminated or extended as provided herein,

subject to the terms and conditions of this Lease. The Commencement Date shall be the date of the issuance of a Certificate of Occupancy for the Premises.

When the Commencement Date has been determined as provided above, a memorandum of such date shall be executed by both parties. If the Commencement Date occurs on a day other than the first day of the calendar month, then the Rent shall be pro-rated for the partial month.

5. BASE RENT - Tenant agrees to pay to the Landlord as "Base Rent" for the said Premises, without offset or deductions, and without previous demand therefor, Base Rent during the term of this Lease in the amounts set forth below, payable in equal monthly installments on the first day of each calendar month throughout the term of this Lease as set forth below:

Months	Annual Rent	Monthly Rent
1-12	\$212,450.50	\$17,704.21
13	\$0.00	\$0.00
14-24	\$218,824.02	\$18,235.33
25	\$0.00	\$0.00
26-36	\$225,388.74	\$18,782.39
37	\$0.00	\$0.00
38-48	\$232,150.40	\$19,345.87
49	\$0.00	\$0.00
50-60	\$239,114.91	\$19,926.24
61-64	\$246,288.36	\$20,524.03

Common Expenses [as defined below] and all other sums required to be paid by Tenant to Landlord in this Lease shall be deemed "Additional Rent" payable pursuant to this Lease. The Base Rent for the first month of each anniversary of the Lease Commencement Date shall be abated, in years two through 5, as reflected in the Base Rent Table. All Base Rent shall be payable on the first day of each and every month, all Additional Rent shall be payable and when due. Tenant is currently a Florida municipal corporation and the intended use of the Premises is for governmental purposes. As such this Lease is currently exempt from sales or use tax and applicable State of Florida sales tax shall not be payable in addition to the Base Rent and Additional Rent. Tenant is currently exempt from sales tax. If this Lease is assigned to a non-exempt tenant or the use is changed so that it is no longer exempt, then applicable State of Florida sales tax shall be payable in addition to the Base Rent and Additional Rent. Base Rent and Additional Rent may be referred to in this Lease collectively as "Rent". The Base Rent for the first month of this Lease shall be due and payable upon delivery of possession of the Premises by Landlord to Tenant. Landlord shall periodically provide Tenant with an invoice for Additional Rent for Property Expenses incurred by Landlord. Invoices for Additional Rents shall be electronically sent to the Tenant/City addressed to [accountspayable@fortlauderdale.gov](mailto:accountspayable@fortlauderdale.gov). Each invoice shall



fully detail on a line-by-line basis the underlying tasks and corresponding costs. All related costs shall specify the status of the particular task or project as of the date of the invoice as regards the accepted schedule for that task or project.

All rent required under this Lease shall be payable to the Landlord at the address set forth in this Lease for notices to the Landlord. Tenant shall not be in default for failure to pay Rent if such Rent is paid within forty-five (45) days of due date for such Rent payment, which is the first day of each month, as provided by the Florida's Local Government Prompt Payment Act, Fla. Stat. § 218.70, et seq. ("Prompt Payment Act). Tenant agrees to pay interest on any Rent not timely received by Landlord in accordance with Section 218.74 of the Prompt Payment Act, said interest to be computed in accordance with the Prompt Payment Act.

6. RULES AND REGULATIONS - Tenant, at its own cost and expense, shall properly observe and comply with all present and future laws, ordinances, requirements, orders, directives, rules and regulations of all governmental authorities affecting the Tenant's use of the Premises, including but not limited to making non-structural modifications to the Premises to comply with any state or federal laws or regulations affecting the accessibility of the Premises for disabled persons.

7. RISK OF LOSS – The Tenant / City is a governmental entity subject to the limited waiver of sovereign immunity pursuant to Fla. Stat. §768.28 and therefore the extent of Tenant's / City's obligation under this Paragraph 7, Risk of Loss is subject to the limitation of liability. All personal property placed or moved in the Premises shall be at the risk of Tenant or of the owner of such property, and Landlord shall not be liable for any damage to said personal property, or to Tenant, arising from any act of negligence of any co-tenant or occupants of the building, or of any other person whomsoever. It is further agreed that Landlord shall not be liable for any property damage by water which may be sustained by the Tenant or other person, resulting from the carelessness, negligence or improper conduct on the part of any person whomsoever.

8. SECURITY – NONE

9. TENANT'S TAXES AND UTILITY EXPENSES - During the term of this Lease, Tenant shall pay, to the extent required by law, before the same shall become delinquent:

- a. All personal property taxes, sales taxes, and such other taxes as may be payable by reason of operation of Tenant's governmental offices use of the Premises.
- b. All charges for electricity, water, sewer, trash removal, data, and all other utilities and services furnished to the Premises for the occupants thereof at the request of Tenant.

10. PROPERTY EXPENSES – This is a “Triple Net Lease”, which means that the Tenant agrees to pay any and all expenses of operating and occupying the Premises, so that the Base Rent shall be net to the Landlord. Property Expenses shall include Real Estate Taxes, to the extent required by law, Insurance, and Maintenance. Except as otherwise expressly provided for herein, Landlord shall perform all Maintenance and repairs incidental to operating the Premises the costs for which Tenant shall reimburse Landlord as Additional Rent as part of the Property Expenses. See Paragraph 5 for the invoicing of Property Expenses as Additional Rent. Tenant shall pay, all Property Expenses, whether enumerated here or otherwise payable in connection with the Premises.

- a. Real Estate Taxes shall be defined as all ad valorem and non-ad valorem regular and special taxes, state, local, governmental, special district and special service area taxes, or assessments which are or may be assessed against the Premises. Provided, however, the Premises will be used by a Florida municipal corporation for governmental office purposes and are exempt from the payment of ad valorem taxes pursuant to Fla. Stat. §§196.192 and 196.199. If this Lease is assigned to a non-exempt tenant or the use is changed so that it is no longer exempt, Then Real Estate Taxes shall be payable as part of Property Expenses.
- b. Insurance shall be defined as the cost of all types of insurance carried by the Landlord with respect to the Premises, including but not limited to commercial general liability insurance, and replacement cost fire, extended coverage, and flood and windstorm insurance, to cover the cost of repair or replacement of all buildings and improvements.
- c. Maintenance shall be all of the costs of operating the Premises, including but not limited to, operating, managing, equipping, policing, protecting, lighting, landscaping, all utilities outside the Tenant's offices (specifically including the lighting of signs) and all licenses, fees and permits, repairs, and replacements necessary to maintain the Premises in the same condition as when originally constructed. Maintenance shall include the costs of maintaining the hallways, sidewalks, malls, curbs, parking area, landscaped areas, enclosed common passageways, elevators, stairways, roof, driveways, loading platforms, canopies, washrooms, lounges, shelters and other areas available for the joint use of all tenants and to their employees, agents, customers, licensees and invitees.

Landlord agrees to cap controllable Maintenance expenses at five percent (5%) per annum on a cumulative, compounding basis. For purposes of this cap, 'controllable expenses' means all Maintenance expenses other than utilities, licenses, fees and permits.





11. USE OF PREMISES AND SIGNS - The Premises may be used for Tenant's governmental administrative offices and related use, and for no other purposes whatsoever.

Tenant shall not use or occupy, nor permit or suffer the Premises, or any part thereof to be used or occupied for any unlawful or illegal business, use or purpose, nor in any way in violation of any present or future governmental laws, ordinances, requirements, orders, directives, rules or regulations.

Tenant shall not, without Landlord's prior consent and approval, install any exterior signs (other than flat/wall signage and ground signage that identifies that the Premises is occupied by the City of Fort Lauderdale, Department of Sustainable Development), lighting fixtures, awnings, exterior decoration (including painting), window or door signs (other than window or door signage that identifies the Premises is occupied by the City of Fort Lauderdale, Department of Sustainable Development and further identifies the Divisions occupying the Premises), or placards, or display or sell merchandise in any area outside of the Premises. Tenant shall obtain any necessary permits for signage, which shall comply with all applicable governmental regulations. Notwithstanding what may be permitted by this Lease, all of Tenant's signs shall be subject to Landlord's prior approval as to placement, color and design.

12. ACCESS TO THE PREMISES - During all reasonable hours, Landlord or Landlord's agents shall have the right, but not the obligation, to enter upon the Premises to examine same, to exhibit the Premises to prospective purchasers and during the last one hundred eighty (180) days of the term of this lease or any renewal and thereof, to exhibit the Premises to prospective tenants, and to make such repairs as may be required of the Landlord under the terms of this Lease. Landlord shall provide reasonable advance notice of such showings. Landlord agrees not to unreasonably interfere with the operation of Tenant's business.

13. REPAIRS AND MAINTENANCE -

- a. So long as the Lease is in full force and effect and Tenant has paid all Rent then due, Landlord shall furnish the following services:
  - i. cold water for use in lavatories from the regular supply of the Building;
  - ii. washing of the outside windows in the Premises weather permitting at intervals determined by Landlord;
  - iii. automatic passenger elevator service;
  - iv. routine maintenance and electric lighting service in the manner and to the extent deemed by Landlord to be standard;

- b. Landlord agrees to maintain the Premises, including maintaining the roof in leak free condition and maintaining the HVAC systems in working order, all costs of which shall be included in Property Expenses. Landlord agrees to maintain all equipment and components thereof in the same condition, order and repair as they are at the commencement of this Lease, and agrees to make all repairs and replacements in and about the Premises necessary to preserve them in good order and condition, which repairs and replacements shall be in equal quality and class to the original work. Tenant shall promptly pay the expense of any such maintenance and repairs as Additional Rent. As part of the Tenant Improvements, Landlord has replaced the HVAC system and has received warranties therefor. Landlord shall repair all HVAC units in need of repair and replace any units that are reasonably beyond repair. During the Lease Term, Landlord shall be responsible for HVAC Maintenance, at least quarterly, and Landlord shall be responsible for all repairs and replacements as required. Maintenance and Repairs shall be part of Property Expenses; replacement shall be paid for by the Landlord, but the cost thereof shall amortize ratable over the Term of this Lease and included in Property Expenses.
- c. All additions, fixtures or improvements which may be made or installed by Tenant, except movable furniture, shall become the property of the Landlord and remain upon the Premises as a part thereof, and be surrendered with the Premises at the termination of this Lease, at the option of the Landlord. If Landlord elects to allow Tenant to remove such fixtures or additions, Tenant shall repair any damage caused by such removal. Tenant shall not demolish, replace or materially alter the building containing the demised Premises, or any part thereof, whether voluntary or in connection with any repair or restoration required by this Lease.

14. ALTERATIONS: Tenant agrees not to make or permit any alterations, improvements, additions and/or other changes (collectively, "Alterations") in or to the Premises except with Landlord's prior written consent in each instance, which such consent shall not unreasonably be withheld, which consent is dealt with in the next paragraph. Alterations shall be:

- a. Made only in accordance with plans and specifications first approved by Landlord in writing and all applicable laws and codes;
- b. Provided the Alteration(s) are of such a nature that a Building Permit is required under The Florida Building Code, then such work shall be made only by contractors duly licensed to perform such work on the Premises; and
- c. Deemed to have attached to the freehold and to have become Landlord's property immediately on installation and shall remain for the benefit of Landlord at the expiration or sooner termination of the Term; provided,



however, if within fifteen (15) days prior to the expiration or termination of the Term, Landlord so elects in a written notice to Tenant, Tenant, at its expense, shall promptly remove all or any Alterations designated in Landlord's notice and shall repair any damage occasioned by such Alterations and their removal, and if Tenant does not do so Landlord may effect such removal and repairs at Tenant's expense. Any such advance by Landlord shall be deemed a late payment by Tenant and Tenant agrees to pay interest thereon in accordance with Section 218.74 of the Prompt Payment Act, said interest to be computed in accordance with the Prompt Payment Act.

Landlord will not unreasonably withhold its consent to Tenant making interior, non-structural Alterations, at Tenant's expense, provided they will not diminish the value of the Premises and that each of the following conditions is satisfied at Tenant's expense: Prior to the commencement of any such work **(x)** Tenant will submit to Landlord for approval (which will not be unreasonably withheld) plans and specifications in detail reasonably satisfactory to Landlord, **(y)** Tenant will deliver to Landlord original certificates of insurance evidencing that each of Tenant's contractors has obtained, in connection with the Alterations, liability insurance and workers' compensation insurance meeting all of the requirements applicable to Tenant pursuant to Article 14 (such liability coverage must include Landlord and its property manager as additional insureds and will be primary as to any insurance carried by Landlord and its property manager), and **(z)** Tenant will obtain, and make available to Landlord for inspection, copies of all requisite permits, approvals and certificates respecting the Alterations, and, on completion, such lien waivers and contractor's final affidavits as Landlord may reasonably request to evidence that no liens have been filed, and none are later possible, in connection with the Alterations; **(ii)** no amendments or additions to Tenant's plans and specifications will be made without Landlord's prior written consent, which will not be unreasonably withheld as to minor amendments or additions; and **(iii)** the standards of quality, utility and appearance of the proposed Alterations will conform to the then standards for the Premises. Tenant agrees that all such work will be done in a good and workmanlike manner and with the least possible disturbance to other tenants and occupants of the Premises. Tenant will not do or fail to do any act which may render the Premises or any property in the Premises liable to any chattel mortgage, conditional bill of sale, title retention agreement or other charge. At all times during the making of the Alterations, Landlord will be entitled to have its representatives present for supervision and inspection purposes and such representatives will have unrestricted access to all parts of the Premises. Such presence, inspection and/or supervision, however, will not impose any obligation on Landlord or its representatives nor render Landlord or its representatives liable in any way for improper work or faulty materials. Tenant agrees that it will not directly or indirectly use any contractors, labor or materials that might create difficulty with other labor then engaged by Tenant, Landlord or others in the construction, operation or maintenance of the Premises or any part thereof. If the operation of the Building or any of its equipment is in any way adversely affected by reason of Tenant's work, Tenant, at its expense, will promptly remove the cause on Landlord's request.

15. INSURANCE -

Tenant / City is a Florida municipal corporation and is self-insured, entitled to all the benefits and protection provided by § 768.28, Florida Statutes, as same may be amended from time to time. Written notice of any and all claims Landlord might have against Tenant shall be delivered immediately upon Tenant / City. Tenant / City shall process all such claims pursuant to § 768.28, Florida Statutes (2018) and in accordance with all other applicable laws and ordinances. With respect to workers' compensation, comprehensive general liability, including personal injury and property damage, Tenant / City is self-insured pursuant to the provisions of § 768.28 (16), Florida Statutes, (2018). To the extent Tenant / City fails to remain self-insured in any of the above referenced areas, then Tenant / City agrees to purchase at its own expense and to keep in force during the term of this Lease such policy or policies of workers' compensation and comprehensive general liability insurance, including personal injury and property damage in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate for incidents occurring in or on the Premises for which Tenant / City fails to remain self-insured. Said policies shall (i) be issued by an insurance company licensed to do business in the State of Florida, and (ii) provide that said insurance shall not be canceled unless thirty (30) days prior written notice shall have been given to Landlord. Certificates thereof shall be delivered to Landlord by Tenant upon Tenant / City failing to remain self-insured as referenced above and upon each renewal of said insurance.

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

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

In the event of an assignment of this Lease or a sub-lease of all of the Premises, it shall be a condition of Landlord's consent to any such assignment or sublease that the proposed assignee or sublessee provide insurance in the amounts required by Landlord at the time.



16. SUBORDINATION - This Lease shall be subject and subordinate to any mortgage that now encumbers or affects the Premises or that the Landlord or any subsequent owners of the Premises may hereafter at any time elect to place on the Premises, including but not limited to a purchase money mortgage which may be held by Landlord as a seller, and to all advances, extensions, or modifications already made or that may be hereafter made on account of any such mortgage, to the full extent of the principal sum secured thereby and issued thereon. Furthermore, Tenant shall, upon request, execute a commercially reasonable form of Subordination, Non-Disturbance, and Attornment Agreement ("SNDA") required by Landlord's lender, provided that no portion of the SNDA shall result in a modification or amendment of the terms and conditions of the Lease.

17. NO ASSIGNMENT OR SUBLEASING - Tenant shall not assign this Lease, sublet the entire Premises, or otherwise transfer any interest in this Lease, without the prior written consent of the Landlord, which consent will not be unreasonably withheld. Landlord's consent may be conditioned upon the proposed assignee being of equal or greater financial strength as Tenant or of Tenant's guarantor (if any). No consent to an assignment or sublease shall release Tenant or Tenant's guarantor (if any) from any obligations under this lease. Tenant shall be entitled to assign, sublet the entire Premises or otherwise transfer any interest in this Lease to another governmental entity without the Landlord's prior consent. Tenant shall provide not less than thirty (30) days' notice of any assignment or sublease. No assignment or sublease shall release Tenant from any obligations under this lease.

Except as set forth above as to assigning, subletting or otherwise transferring any interest in this Lease to another governmental entity, Tenant shall not sublet portions of the Premises without Landlord's prior written consent, which shall be in Landlord's sole and absolute discretion. Tenant shall provide not less than thirty (30) days' notice of any sublease. It is the intention of the Landlord to prohibit Tenant from competing with Landlord in the renting of space in the Premises; therefore, in the event of any sublease hereunder, including a sublease to another governmental entity, Landlord shall be entitled to receive, in addition to any and all rent otherwise required under this Lease, one hundred percent (100%) of any amount paid to Tenant, by a sub-tenant, above the rent payable by Tenant to Landlord pursuant to this Lease. If a sublease is permitted by Landlord, Tenant agrees to furnish Landlord with a photocopy of each sublease made for space in the Premises.

Tenant shall not hypothecate, transfer, pledge or otherwise encumber this Lease or Tenant's right hereunder nor shall Tenant permit any such encumbrance. Any attempt at assignment, sublease, pledge, transfer or encumbrance of this Lease without the prior written consent of Landlord shall be null and void, and a default under this Lease.

Subject to the conditions and limitations set forth in Fla. Stat. § 768.28, as same may be amended from time to time, and with reservation of all rights under Article VII, Section 10 Pledging Credit, Florida Constitution (1968), Tenant shall and does hereby indemnify and agree to hold Landlord harmless from any and all liabilities, claims and causes of action

arising under any terms and conditions of every sublease, license or concession agreement, unless such liabilities, claims and causes of action arise by reason of a default or breach by Landlord, or the negligent conduct or activity of Landlord, its agents or employees, under this Lease.

If all or any part of the Premises be sublet or occupied by anyone other than Tenant, Landlord may, after default by Tenant, collect subrent from any and all subtenants or occupants, and apply the net amount collected to the net annual rent reserved herein, but no such collection shall be, or be deemed to be, a waiver of any agreement, term, covenant or condition of this Lease or the acceptance by Landlord of any subtenant or occupant as Tenant, or a release of Tenant from performance by Tenant of its obligations under this Lease.

To secure the prompt and full payment by Tenant of the rental in this Lease reserved and the faithful performance by Tenant of all the other terms and conditions herein contained on its part to be kept and performed, Tenant hereby assigns, transfers and sets over unto Landlord, subject to the conditions hereinafter set forth, all of Tenant's right, title and interest in and to all subleases that may hereafter be made and in and to all concession agreements hereafter made affecting any part of the Premises.

18. INDEMNIFICATION OF LANDLORD - In addition to any other indemnities to Landlord specifically provided in this Lease, and subject to the conditions and limitation set forth in Fla. Stat. § 768.28, as same may be amended from time to time, and with reservation of all rights under Article VII, Section 10 Pledging Credit, Florida Constitution (1968), Tenant shall indemnify and save harmless Landlord against and from all liabilities, liens, suits, obligations, fines, damages, penalties, claims, costs, charges and expenses, including reasonable architects' and attorneys' fees by or on behalf of any person which may be imposed upon or incurred by or asserted against Landlord by reason of the use and/or occupancy of the Premises or any part thereof, by Tenant or Tenant's agents, contractors, servants, employees, licensees or invitees during the term of this Lease. This indemnification shall specifically extend to but shall not be limited to loss or damage arising out of environmental hazards or contamination.

Subject to the conditions and limitations set forth in Fla. Stat. § 768.28, as same may be amended from time to time, and with reservation of all rights under Article VII, Section 10 Pledging Credit, Florida Constitution (1968), the provisions of this Article and the provisions of all other indemnity provisions elsewhere contained in this Lease shall survive the expiration or earlier termination of this Lease for events occurring prior to such expiration or termination. The survivability of the provisions of this Article and provisions of all other indemnity provisions shall lapse with the passing of the applicable statute of limitations running from the date of the events occurring prior to such expiration or termination of this Lease.



Landlord shall not in any event whatsoever be liable for any injury or damage to any personal property or to any person happening on, in or about the building being leased, whether belonging to Tenant or any other person, caused by any fire, breakage, leakage, defect or bad condition in any part or portion of the Premises, howsoever caused unless such injury or damage is caused by the active negligence of the Landlord, its agents or employees, or a breach or default by Landlord of its obligations under this Lease.

Landlord shall in no way be liable for any loss, expense, or damage (whether direct or indirect) that Tenant may sustain or incur by reason of any change, failure, interference, disruption, interruption or defect in the supply or character of the electric energy furnished to the Premises or the property, regardless of its duration. Tenant hereby waives any right to terminate this Lease as a result of such change, failure, interference, disruption, interruption, defect, unavailability or unsuitability of such electric energy.

Tenant shall, at its own cost and expense, defend any and all suits or actions which may be brought against Landlord as a result of any negligent or grossly negligent act or omission by Tenant with regard to Tenant's use and possession of the Premises, said defense being subject to the conditions and limitations set forth in Fla. Stat. §768.28, as same may be amended from time to time, and with reservation of all rights under Article VII, Section 10, Pledging Credit, Florida Constitution (1968) In such event, Landlord agrees to cooperate and assist Tenant and Tenant's counsel in providing documentation, plans, specifications and any other agreements or documents which may be reasonably required by Tenant and/or Tenant's agent in order to defend such suit or actions. Subject to the conditions and limitations set forth in Fla. Stat. § 768.28, as same may be amended from time to time, and with reservation of all rights under Article VII, Section 10, Pledging Credit, Florida Constitution (1968), Tenant shall pay to the Landlord all costs and expenses, including reasonable attorneys' fees (including costs, expenses and attorneys' fees in any appellate proceedings), incurred by Landlord in any action or proceeding to which Landlord may be made a party by reason of any act or omission of the Tenant with respect to Tenant's use and possession of the Premises under this Lease.

Notwithstanding the provisions of this Article, Tenant shall not be liable for any of the acts, actions or negligent acts or omission of the Landlord, its agents or employees.

19. RESTRICTION AGAINST CONSTRUCTION LIEN - Neither Tenant nor anyone claiming by, through or under Tenant, shall have any right to file or place any construction lien of any kind or character whatsoever on the property and notice is hereby given that no contractor, subcontractor, or anyone else that may furnish any material, service or labor to the property at any time shall be or become entitled to any lien thereon whatsoever. For the further security of Landlord, Tenant shall give actual notice of this restriction in advance to any and all contractors, subcontractors, or other persons, firms, or corporations that may furnish any such material, service, or labor.

Landlord shall have the right to record a notice of this provision pursuant to Fla. Stat. § 713.10 in the Public Records of the County in which Premises is located.

If such lien is filed against Landlord's interest on the Premises, and the work or supplying of services or materials underlying the claim of lien is as a result of work, supplying of services or materials ordered by Tenant, then Tenant shall cause such lien to be released of record or bonded within thirty (30) days of Tenant's knowledge of such lien.

20. CONDEMNATION -

- a. If at any time during the term of this Lease, the whole or materially all of the Premises shall be taken for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of condemnation or eminent domain or by agreement between Landlord and those authorized to exercise such right under a threat of condemnation, this Lease, the term hereby granted, any rights of renewal hereof and any renewal terms hereof, shall terminate and expire on the date of such taking and the rent and other sum or sums of money and other charges herein reserved and provided to be paid by the Tenant shall be apportioned and paid to the date of such taking.
- b. The term "materially all of the Premises" shall be deemed to mean such portion of the Premises, as when so taken, would leave remaining a balance of the Premises which, due either to the area so taken or the location of the part so taken in relation to the part not so taken, would not allow the Tenant to continue its business operations, or would not under economic conditions, zoning laws or building regulations then existing or prevailing, readily accommodate a new building or buildings of a nature similar to the building or buildings existing upon the Land at the date of such taking and of floor area sufficient, together with buildings not taken in the condemnation, to operate Tenant's business, taking into account all reasonable parking requirements.
- c. For the purpose of this Article, the Premises or a part thereof, as the case may be, shall be deemed to have been taken or condemned on the date on which actual possession of the Premises or a part thereof, as the case may be, is acquired by any lawful power or authority or the date on which title vests therein, whichever is earlier.
- d. It is further understood and agreed that if at any time during the term of this Lease the Premises or the improvements or buildings located thereon, or any portion thereof, be taken or appropriated, or condemned by reason of eminent domain, the entire award shall be the property of the Landlord and in no event shall tenant receive any portion of any award made to Landlord. Tenant shall have the right to make a separate claim for its own damages.



- e. In the event less than materially all of the Premises shall be taken by governmental authority, then:
  - i) If the portion so taken does not affect the operation of Tenant's business, then this Lease shall continue in full force and effect.
  - ii) In the event the portion of the Premises are taken so that Tenant is able to continue to operate its business, but the operation of such business is reduced by reason of such taking, then the Base Rent shall be reduced proportionately by the same percentage as the square footage of the Premises which have been taken by governmental authority bears to the total square footage of the Premises prior to such taking.

21. DESTRUCTION OF PREMISES

- a. In the event the entire Premises or materially all of the Premises are destroyed by fire, storm or other casualty, Landlord shall have the option of terminating this Lease or of rebuilding the Premises. Landlord shall give written notice of such election to the Tenant within sixty (60) days after the date of such casualty, unless the nature of the casualty is one of wide spread geographic proportion (such as a hurricane) in which event Landlord shall have up to one hundred eighty (180) days in which to make the election. In the event Landlord elects to rebuild the Premises, the Premises shall be restored to its former condition, exclusive of Tenant Improvements which were constructed by the Tenant, within a reasonable time, not to exceed one year from the date of landlord's election, during which time the rent due from Tenant to Landlord hereunder shall abate. The reasonableness of the time for restoration shall be determined with reference to the extent of the damage. In the event Landlord elects to terminate this Lease, rent shall be paid only to the date of such casualty, and the term of this Lease shall expire as of the date of such casualty and shall be of no further force and effect and Landlord shall be entitled to sole possession of the Premises.
- b. The term "materially all of the Premises" shall be deemed to mean such portion of the Premises, as when so destroyed, would leave remaining a balance of the Premises which, due to the amount of area destroyed or the location of the part so destroyed in relation to the part left undamaged, would not allow the Tenant to continue its business operations. In the event fifty percent (50%) or more of the Premises is destroyed, notwithstanding the condition of the Premises, then such destruction of fifty percent (50%) or more of the Premises shall be deemed for purposes of this Lease to constitute "materially all of the Premises."

- c. Notwithstanding any provision of this Lease to the contrary, in the event the holder of any indebtedness secured by a mortgage or deed of trust covering the Premises or the Premises requires that insurance proceeds be applied to such indebtedness, then Landlord shall have the right to terminate this Lease by delivering written notice of termination to Tenant within fifteen (15) days after such requirement is made by Landlord's lender, whereupon this Lease and all of the rights and obligations arising out of this Lease shall terminate.
- d. Tenant agrees that in the event Landlord elects to rebuild the Premises, this Lease shall recommence thirty (30) days after the issuance of a Certificate of Occupancy for the Premises.
- e. In the event of a partial destruction which is not materially all of the Premises, so that Tenant can practically operate its business within the remaining Premises, the Base Rent shall proportionately abate based upon the square footage of the Premises remaining undamaged and, provided insurance proceeds are available to Landlord, Landlord shall repair the damage.
- f. Notwithstanding the foregoing, if the damage or destruction is as a result of the action or inaction of Tenant or Tenant's employees, or agents, invitees, or as a result of Tenant not fulfilling all of its obligations under this Lease, no rent shall abate and Tenant shall make all necessary repairs.

22. QUIET ENJOYMENT - Tenant, upon paying the rent and all other sums and charges to be paid by it as herein provided, and observing and keeping all covenants, warranties, agreements and conditions of this Lease on its part to be kept, shall quietly have and enjoy the Premises during the term of this Lease, without hindrance or molestation by anyone.

23. DEFAULTS - Each of the following events shall be an "Event of Default" hereunder:

- a. Failure of Tenant to pay any installment of Rental or any part thereof, or any other payments of money, costs or expenses herein agreed to be paid by Tenant, when due. Provided, however Tenant shall not be in default for failure to pay Rent if such Rent is paid within forty-five (45) days of the due date for such Rent payment, which is the first day of each month, as required under Florida's Local Government Prompt Payment Act, Fla. Stat. § 218.70, et seq. Tenant agrees to pay interest on any Rent not timely received by the Landlord in accordance with Section 218.74 the Prompt Payment Act, said interest to be computed in accordance with the Prompt Payment Act.



- b. Failure to observe or perform on one or more of the other terms, conditions, covenants or agreements of this Lease and the continuance of such failure for a period of thirty (30) days after written notice by Landlord specifying such failure (unless such failure requires work to be performed, acts to be done or conditions to be improved, as the case may be, within such thirty (30) day period, in which case no default shall be deemed to exist so long as Tenant shall have commenced curing the same within such thirty (30) day period, and shall diligently and continuously prosecute the same to completion).
- c. If this Lease or the estate of Tenant hereunder shall be transferred to or assigned to or subleased to or shall pass to any person or party, except in a manner herein permitted;
- d. If a levy under execution or attachment shall be made against Tenant or its property and such execution or attachment shall not be vacated or removed by court order, bonding or otherwise within a period of thirty (30) days.
- e. A rejection of the Lease by a trustee in bankruptcy appointed in connection with the bankruptcy of the Tenant.
- f. A failure to vacate the Premises upon termination of this Lease.

No payment by Tenant or receipt by Landlord of an amount less than the required payment set forth in the Lease shall be considered as anything other than a partial payment of the amount due. No endorsement or statement to the contrary on any check shall be deemed an accord and satisfaction. Landlord may accept a partial payment without prejudicing Landlord's right to recover the balance of such payment which is still due, and without affecting any other remedies available to Landlord.

24. REMEDIES - Upon an "Event of Default" as defined above, Landlord at its option shall have the following non-exclusive remedies in addition to those provided by law:

- a. Landlord may treat the Lease as terminated whereupon the right of Tenant to the possession of the Premises shall immediately terminate, and the mere retention or possession thereafter by Tenant shall constitute a forcible detainer.
- b. Landlord may terminate Tenant's right of possession, without the termination of this Lease, in which event Landlord shall have the right to relet the Premises as the agent for the Tenant and to hold the Tenant responsible for any deficiency between the amount of rent realized from such reletting, less any and all expenses incurred by the Landlord in connection with such reletting, including but not limited to renovation and repair expenses, and the amount which would have been payable by Tenant under the terms of this

Lease. No re-entry or repossession by the Landlord shall serve to terminate this Lease, unless the Landlord so elects in writing, nor shall it release Tenant from any liability for the payment of any rent stipulated to be paid pursuant to this Lease or for the performance or fulfillment of any other term or condition provided herein.

- c. Landlord may declare all the installments of rent for the whole term of this Lease to be immediately due and payable at once without further demand.
- d. Landlord shall have the right to take no immediate action and to hold the Tenant responsible for the rent as it becomes due.
- e. Any Base Rent which was abated or waived by Landlord shall also be immediately due and payable by Tenant to Landlord.
- f. In the event of a holdover by Tenant after the termination of this Lease, without Landlord's consent, for the first ninety (90) days of such holdover, the Base Rent in effect during the last month of the Lease Term shall remain unchanged. Thereafter, should a tenancy at sufferance continue, Tenant shall pay one hundred and twenty-five percent (125%) of the Base Rent in effect during the last month of the Lease term. In addition, Tenant shall be responsible for any cost or expenses incurred by Landlord as a result of such holdover, including but not limited to any damage incurred by Landlord as a result of Landlord's inability to make the premises available to a new Tenant.

25. ATTORNEYS' FEES - In the event of any litigation arising out of this lease, the Losing party shall pay to the Prevailing Party all costs and expenses, including reasonable attorneys' fees (including appellate proceedings) which the Prevailing Party may incur.

26. CERTIFICATES - Either party shall, without charge, at any time and from time to time hereafter as may be commercially reasonable, within fifteen (15) days after written request of the other, certify by written instrument duly executed and acknowledged to any mortgagee or purchaser, or proposed mortgagee or proposed purchaser, or any other person, firm or corporation specified in such request:

- a. As to whether this Lease has been supplemented or amended, and if so, the substance and manner of such supplement or amendment;
- b. As to the validity and force and effect of this Lease, in accordance with its tenor as then constituted; and
- c. As to any other matters as may reasonably be so requested, provided execution of such certificate by the Tenant shall not result in a modification of the terms or conditions of the underlying Lease.



Any such certificate may be relied upon by the party requesting it and any lender, purchaser or other person, firm or corporation affiliated with such lender or purchaser, and the contents of such certificate shall be binding on the party executing same.

Should any banking institution, savings and loan association or other institutional lender to whom Landlord is applying for a loan which, if granted, would make such lender a Landlord's mortgagee, request reasonable modification in this Lease, the effect of which would not make a change in the rental or other economic terms of this Lease or increase Tenant's expenses or the risk to which Tenant is exposed, Tenant agrees that it shall not unreasonably withhold its agreement to such modification.

27. INITIAL CONDITION OF PREMISES - Tenant acknowledges that the Premises are in good condition and that all fixtures and appurtenances are in good working order including, but not limited to, all plumbing and electrical equipment and wiring and that the Premises including the grounds are clean and in satisfactory condition.

28. RADON GAS - 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 your county public health unit.

29. STORMS - Tenant agrees to exercise reasonable care to protect the Premises in the event a public warning should be issued that the Premises are threatened by a hurricane, tornado or storm of similar magnitude.

30. LANDLORD'S RIGHT TO PERFORM TENANT'S COVENANTS - If Tenant shall at any time fail to make any payments in accordance with the provisions hereof, or to take out, pay for, maintain or deliver any of the insurance policies provided for herein, or shall fail to make any other payment or perform any other act on its part to be made or performed, then Landlord, after fifteen (15) days' notice to Tenant (without notice in case of an emergency) and without waiving or releasing Tenant from any obligation of Tenant contained in this Lease, may (but shall be under no obligation to):

- a. Pay any amount payable by Tenant pursuant to the provisions hereof, or
- b. Make any other payment or perform any other act on Tenant's part to be made or performed as in this Lease provided,

and may enter upon the Premises for the purpose and take all such action thereon as may be necessary therefor.

All sums so paid by Landlord and all costs and expenses incurred by Landlord in connection with the performance of any such act, shall be deemed a nonpayment by Tenant and Tenant agrees to pay interest on any such advance by Landlord in accordance with Section 218.74 of the Prompt Payment Act, said interest to be computed in accordance with the Prompt Payment Act.

31. TENANT'S RIGHT TO PERFORM LANDLORD'S COVENANTS - In the event that, after written notice to Landlord, which may be by e-mail, Landlord fails to provide essential services, repair or maintain the Building and its common areas in accordance with the obligations under this Lease within fourteen (14) days of notice from Tenant for items not inhibiting Tenant's quiet enjoyment of the Premises and within twenty-four (24) hours for items inhibiting Tenant's quiet enjoyment of the Premises, then Tenant shall have the right to repair, maintain or arrange for services such that its use and occupancy continues on the terms and conditions of the Lease and all costs and expenses incurred by Tenant in doing so shall be reimbursed by Landlord within ten (10) days after a demand therefor.

32. NOTICE With the exception of notice by e-mail under Paragraph 31, Tenant's Right To Perform Landlord's Covenant, any notice, designation, consent, approval or other communication required or permitted to be given pursuant to the provisions of this Agreement shall be given in writing and shall be sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the addresses set forth on the first page of this Lease.

Either party may, by notice given in accordance with the provisions in this section, designate any further or different address to which subsequent notices, designations, consents, approvals or other communications pursuant to the provisions of this Agreement shall be sent. Any notice, designation, consent, approval or other communication shall be deemed given three (3) days after such notice, designation, consent, approval or other communication shall be deposited in any post office or official depository of the United States Postal Service in the State of Florida.

33. HAZARDOUS MATERIALS - Tenant shall not knowingly cause or permit any Hazardous Material to be brought upon, kept, or used in or about the Premises by Tenant, its agents, employees, contractors or invitees. If the Premises are, through Tenant's fault, contaminated by hazardous materials, then Tenant shall, subject to the conditions and limitations set forth in Fla. Stat. § 768.28, as same may be amended from time to time, and with reservation of all rights under Article VII, Section 10 Pledging Credit, Florida Constitution (1968), indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including without limitation, diminution in value or useable space or of any amenity of the Premises), damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorney's fees, consultants fees and expert fees (including any appeals) which arise during the lease term as a result of any such contamination.



During the term of this Lease, Tenant shall, within fifteen (15) days of receipt, provide Landlord with a copy of any notice, correspondence, report, or other communication regarding the environmental condition of the Premises.

This indemnification by Tenant, which is given subject to the conditions and limitations set forth in Fla. Stat. § 768.28, as same may be amended from time to time, and with reservation of all rights under Article VII, Section 10 Pledging Credit, Florida Constitution (1968), includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean up, remediation, removal or restoration work required by any federal, state or local government agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the Premises, where the presence of such Hazardous Material was brought upon the Premises during the term of this Lease. Without limiting the foregoing, if the presence of any Hazardous Material on the Premises is detected where the presence of such Hazardous Material was brought upon the Premises during the term of this Lease Tenant shall promptly take all actions at its sole expense as are necessary to return the Premises to the condition existing prior to the contamination or introduction of such Hazardous Material to the Premises; provided, however, 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 effect on the Premises.

As used herein, the term Hazardous Materials means any hazardous or toxic substance, material or waste, which is or becomes regulated by any local government authority, the State of Florida or the United States government. The term "Hazardous Material" includes, without limitation, any material or substance that is (1) defined as a "hazardous substance" under appropriate state law provisions, (2) petroleum, (3) asbestos, (4) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 USC 1321), (5) defined as a hazardous waste pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, (42 USC 690), (6) defined as a hazardous substance pursuant to Section 10 of the Comprehensive Environmental Response, Compensation and Liability Act (42 USC 9601), or (7) defined as a regulated substance pursuant to Sub-Chapter VIII, Solid Waste Disposal Act (the regulation of underground storage tanks), (42 USC 4991).

34. OPTION TO RENEW - Tenant shall have the right (the "Option"), to be exercised as provided for in this Article, to renew this Lease for a term of FIVE (5) additional years, commencing upon the expiration of the initial Lease term provided for herein, on the following terms and conditions:

- a. The Option may be exercised only if no default exists under any of the terms of this Lease. In addition, if Tenant has been in default by reason of a failure to pay money when due more than twice in any calendar year during a term of this Lease, the Option may not be exercised.

- b. Renewal terms shall be on the same terms, covenants and conditions provided in this Lease, except that there shall be no privilege to renew the term of this Lease for any period of time after the expiration of the renewal term, and except that the rent for the renewal period shall be as provided for below.
- c. Tenant shall exercise the Option by notifying Landlord in writing of its election to exercise the Option at least one hundred eighty (180) days prior to the expiration of the initial term, or of any renewal term. Upon the giving of the notice of exercise of the Option, this Lease shall be deemed to be renewed and the term thereof renewed for the period and upon the terms provided above without the execution of any further lease or instrument.
- d. The Base Rent for the first year of the Option Term shall be "Market Rate" as defined below.
  - i. Landlord shall advise Tenant of the Market Rate no later than thirty (30) days following receipt of Tenant's written request therefor. Such request shall be made no earlier than nine (9) months prior to the Expiration Date of this Lease.
  - ii. If Landlord and Tenant do not agree on the Market Rate within thirty (30) days after Landlord's response to Tenant's request, Landlord and Tenant shall send to each other their respective estimates of the Market Rate ("Landlord's Estimate" and "Tenant's Estimate", respectively). If the Market Rate is to be determined by arbitration, it shall be done "baseball style" with the arbitrators selecting either Landlord's Estimate or Tenant's Estimate as the Market Rate.
  - iii. Landlord and Tenant shall each appoint within ten (10) days of the election to invoke arbitration, an arbitrator who shall by profession be a real estate broker who shall have been active over the five (5) year period ending on the date of such appointment in the leasing of commercial properties in the downtown Fort Lauderdale sub-market.
  - iv. The valuation shall be made using the highest and best use for each floor of the Premises, which might not be the same as Tenant's then current use.
  - v. The arbitrators shall, within twenty (20) days of their appointment, reach a decision as to whether the parties shall use Landlord's Estimate or Tenant's Estimate and shall notify Landlord and Tenant thereof.



- vi. If the arbitrators are unable to come to a mutual conclusion within twenty (20) days, then the two arbitrators, within five (5) days, shall select a third arbitrator under the same criteria as above. The three arbitrators shall reach a conclusion, majority rule, within twenty (20) days and shall notify Landlord and Tenant thereof.
- vii. The cost of the arbitration process shall be shared equally by Landlord and Tenant.

35. REAL ESTATE BROKER. Collectively, Landlord and Tenant agree and acknowledge that Colliers International South Florida, LLC is the Tenant's broker and Walnut Street Realty Co is Landlord's broker for this Lease (collectively the "Broker") and Landlord agrees that Landlord shall pay the commission due the Broker pursuant to a separate agreement between Landlord and the Broker. Other than the Broker, Tenant warrants that it has not dealt with a broker regarding this Lease, and shall, subject to the conditions and limitations set forth in Fla. Stat. § 768.28, as same may be amended from time to time, and with reservation of all rights under Article VII, Section 10, Pledging Credit Florida Constitution (1968) indemnify, defend and save Landlord harmless from all claims, actions, damages, expenses and liability whatsoever, including, without limitation, reasonable attorneys' fees and expenses, arising from any claim for commission or finder's fee (other than by Broker) regarding this Lease alleged to be owing on account of Tenant's dealings (or alleged dealings). Other than Broker, Landlord warrants that it has not dealt with a broker regarding this Lease, and shall indemnify, defend and save Tenant harmless from all claims, actions, damages, expenses and liability whatsoever, including, without limitation, reasonable attorneys' fees and expenses, arising from any claim for commission or finder's fee regarding this Lease alleged to be owing on account of Landlord's dealings (or alleged dealings).

36. TENANT'S RIGHT TO TERMINATE - Tenant shall have the right to terminate this Lease upon the terms and conditions set forth in this Article. The cancellation shall be upon the following terms:

- a. Tenant's right to terminate shall be exercisable only on each anniversary of the Commencement Date.
- b. Tenant shall have the right to terminate only if Tenant is not able to obtain the necessary funding for the operation of the department occupying the Premises, after Tenant has used good faith and commercially reasonable efforts to retain said funding.
- c. Tenant shall give ninety (90) days' notice of the termination, which shall be effective on the last day of the calendar month of a lease year.
- d. The Right to Terminate is expressly conditioned upon Tenant not being in default under this Lease.

- e. Tenant shall pay a termination fee equal to the unamortized leasing commissions, abated rent, and any tenant improvements funded by Landlord, plus a simple interest rate of 6% on all of such sums. These sums shall be amortized ratably over the initial Term of this Lease.

37. MISCELLANEOUS -The parties further agree as follows:

- a. The covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, successors, administrators, representatives and assigns.
- b. This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Florida.
- c. The rights of the Landlord under the terms of this Lease shall be cumulative, and failure on the part of Landlord to exercise promptly any rights given under the terms of this Lease shall not operate to forfeit any of said rights nor shall the same be deemed a waiver of such rights.
- d. The parties acknowledge that each has had the opportunity to have this Agreement reviewed by counsel and notwithstanding the fact that this Agreement was initially drafted by Landlord's counsel, all parties have participated equally in the final wording of this Agreement, and in the event of any dispute regarding the meaning of any of the terms herein, such terms shall not be construed against the Landlord.
- e. This Lease shall not be recorded in the Public Records.
- f. This Agreement represents the entire understanding between the parties, and supersedes all prior agreements, oral or written, and this Lease Agreement may not be amended except by an instrument in writing signed by the parties hereto.
- g. The submission of this document for examination does not constitute an option or offer to lease space at the Premises. This document shall have no binding effect on the parties unless executed by the Landlord and the Tenant and a fully executed copy is delivered to the Tenant.

38. WAIVER OF JURY TRIAL - THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY ISSUES ARISING FROM THIS LEASE.

39. VENUE; JURISDICTION - The parties agree that the sole and exclusive venue for any litigation arising from this Lease shall be Broward County, Florida. THE TENANT



HEREBY IRREVOCABLY SUBMITS TO THE NONEXCLUSIVE PERSONAL JURISDICTION OF ANY UNITED STATES FEDERAL OR STATE COURT SITTING IN BROWARD COUNTY, FLORIDA, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS LEASE, AND HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH UNITED STATES FEDERAL OR STATE COURT. SERVICE OF COPIES OF THE SUMMONS AND COMPLAINT AND ANY OTHER PROCESS WHICH MAY BE SERVED ON THE TENANT IN ANY SUCH ACTION OR PROCEEDING UPON THE TENANT MAY BE MADE BY MAILING OR POSTING ON THE PREMISES.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**



IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

**LANDLORD:**

**521 NE 4TH AVE, LLC**, a Florida limited liability company,

**WITNESSES**

[Signature]

By:

[Signature]

Arthur Bartholomew, Manager

Susan CHAU  
[Witness print name]

DATE: March 12, 2019

[Signature]

David Bartholomew  
[Witness print name]

STATE OF FLORIDA:  
COUNTY OF Broward :

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of March, 2019 by **Arthur Bartholomew**, Manager of **521 NE 4<sup>th</sup> Ave, LLC**, a Florida limited liability company and authorized to do business in the State of Florida, on behalf of the company. He is personally known to me or has produced \_\_\_\_\_ as identification and did not (did) take an oath.

(SEAL)

Notary Public, State of Florida  
Signature of Notary taking acknowledgment

[Signature]

Susan CHAU

Name of Notary Typed, Printed or Stamped  
My Commission Expires:

My Commission Number





**WITNESSES**

**TENANT:**

**CITY OF FORT LAUDERDALE**, a political  
subdivision of the State of Florida

Anna Rizzuti Smith  
Anna Rizzuti Smith  
[Witness print name]

By:   
Christopher J. Lagerbloom, City Manager

DATE: March 22, 2019

Donna Varisco  
Donna Varisco  
[Witness print name]

**ATTEST:**

  
Jeffrey A. Modarelli, City Clerk

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

By:   
Robert B. Dunckel, Assistant City Attorney

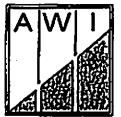
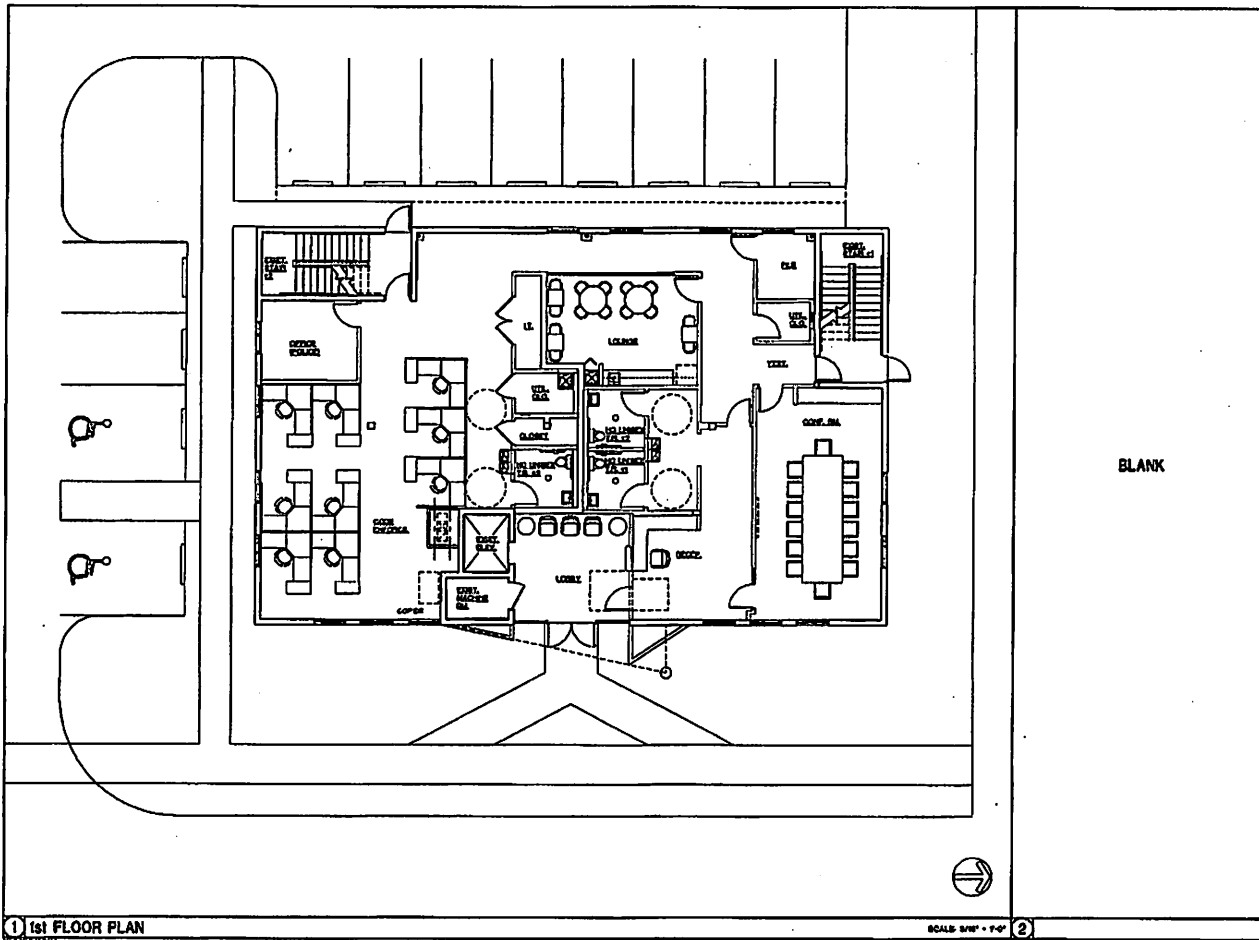
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L:\RBD\LEASES\521 NE 4th Avenue\Final Lease 3.5.19 (rbd clean text 3.12.19).DOC







# EXHIBIT "B"



**ARCWERKS**  
Incorporated  
ARCHITECTS  
25111 ADAMSON ST.  
BUNKER  
FLEMINGVILLE, OH, 43041  
PHONE: 614-439-0100  
FAX: 614-439-0101  
WWW.ARCWERKS.COM

PROJECT: 621 NE 4th Ave, LLC  
PROPOSED: Proposed Gray Box/  
Exterior Modification for  
621 Building  
ADDRESS: 621 NE 4th Ave,  
Ft Lauderdale, FL 33301

REVISIONS  
1. 12/11/18 Update for 1st Floor Plan  
2. 12/11/18 Update for 1st Floor Plan  
3. 12/11/18 Update for 1st Floor Plan  
4. 12/11/18 Update for 1st Floor Plan  
5. 12/11/18 Update for 1st Floor Plan  
6. 12/11/18 Update for 1st Floor Plan  
7. 12/11/18 Update for 1st Floor Plan  
8. 12/11/18 Update for 1st Floor Plan  
9. 12/11/18 Update for 1st Floor Plan  
10. 12/11/18 Update for 1st Floor Plan

PROJECT PHASE: Preliminary  
DRAWING TITLE: 1st Floor Plan

PROJECT NUMBER: 18-114  
DATE: December 11, 2018  
DRAWING NUMBER: A-1

A-1

*QBD*





SCALE 2/11" = 1'-0"

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ABD



COMMISSION AGENDA ITEM  
DOCUMENT ROUTING FORM

2 (L) 6  
3/25/19

Today's Date: 3/20/19

DOCUMENT TITLE: Lease Agreement – 521 NE 4<sup>th</sup> Avenue, LLC

COMM. MTG. DATE: 3/19/19 CAM #: 19-0248 ITEM #: M-1 CAM attached: ☒ YES ☐ NO

Routing Origin: CAO Router Name/Ext: Shaniece Louis / Ext. 5036

CIP FUNDED: ☐ YES ☐ NO

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

2) City Attorney's Office # of originals attached: 2 Approved as to Form: ☒ YES ☐ NO

Date to CCO: 3/20/19

RBD  
Initials

3) City Clerk's Office: # of originals: \_\_\_\_\_ Routed to: Donna Varisco/CMO/X5013 Date: \_\_\_\_\_

4) City Manager's Office: CMO LOG #: Mar 100 Date received from CCO: 3/21/19

Assigned to: CHRIS LAGERBLOOM ☒ LINDA LOGAN-SHORT ☐ RHODA MAE KERR ☐  
CHRIS LAGERBLOOM as CRA Executive Director ☐

☐ APPROVED FOR C. LAGERBLOOM'S SIGNATURE ☐ N/A FOR C. LAGERBLOOM TO SIGN

PER ACM: L.L-SHORT \_\_\_\_\_ (Initial/Date) R. KERR \_\_\_\_\_ (Initial/Date)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: \_\_\_\_\_

Forward \_\_\_ originals to ☐ Mayor ☒ CCO Date: 3/22/19

~~5) Mayor/CRA Chairman: Please sign as indicated. Forward \_\_\_ originals to CCO for attestation/City seal (as applicable) Date: \_\_\_\_\_~~

**INSTRUCTIONS TO CLERK'S OFFICE**

City Clerk: Retains 1 original and forwards 1 original(s) to: Luisa Agathon / CMO / Ext. 5271  
(Name/Dept/Ext)

Attach \_\_\_ certified Reso # \_\_\_\_\_ ☐ YES ☐ NO Original Route form to CAO

**\*\*\*PLEASE EMAIL AN EXECUTED COPY TO SHANIECE LOUIS\*\*\***