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**Memorandum**  
**No. 09-0099**

**City Attorney's Office**

To: Gene Schlanger, Economic Development Mngr. - Real Estate / *abit*  
David Desmond, Plan Administrator, GERS

From: Robert B. Dunckel, Assistant City Attorney/5036 *RBD/AB*

Date: January 27, 2009

Re: Lease for City of Fort Lauderdale / Police Department /  
Internal Affairs / 316 N.E. 4<sup>th</sup> Street, Suite 3  
Office Lease Agreement

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Attached please find a fully-executed original Lease Agreement as referenced above.

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Attachments (2)

**A-08-261**

11-4-08 10-09

OFFICE LEASE AGREEMENT

THIS OFFICE LEASE AGREEMENT is made as of this 22 day of Jan 2008 by and between:

**Board of Trustees of the City of Fort Lauderdale General Employees' Retirement System**, whose mailing address is P.O. Box 14250, Fort Lauderdale, FL 33302-4250 ("Landlord")

-and-

**City of Fort Lauderdale, a Florida municipal corporation** whose mailing address is 100 N. Andrews Avenue, Fort Lauderdale, FL 33301. ("Tenant")

WITNESSETH

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord those premises (hereinafter called "**Premises**") outlined on **Exhibit "A"** attached hereto and made a part hereof, being a portion of the premises located at 316 N.E. 4<sup>th</sup> Street, Fort Lauderdale, FL 33301 on a parcel of land ("**Property**") described in attached **Exhibit "B"**. The Premises are located in the building located on the Property. The parties agree that the Premises consists of **1,457 square feet** in the Building. Landlord and Tenant acknowledge and accept the square footage as set forth in the Lease and neither Landlord nor Tenant shall have the right to demand remeasurement or recalculation of the Rentable Square Feet amounts within the Building, Project or the Premises.

1. **TERM AND POSSESSION.**

(a) **Initial Lease Term.** Subject to the termination provisions set forth in Paragraph 47 hereof, the term of this Lease shall be for **forty-eight (48)** full calendar months (or until sooner terminated or extended, as the case may be, as hereinafter provided) (the "**Lease Term**") beginning on the "**Commencement Date**" (as hereinafter defined), except that if the **Commencement Date** is other than the first day of a calendar month, the term of this Lease shall be extended such that it expires on the last day of a calendar month.

(b) The Commencement Date shall mean and be defined as the date the Landlord notifies Tenant that Landlord's work (Tenant improvements) is done and the Premises is ready for occupancy.


(c) If the Commencement Date is other than on the first day of the month, Tenant shall pay proportionate rent at the same monthly rate set forth herein (also in advance) for such partial month and all other terms and conditions of this Lease shall be in force and effect during such partial month.

(d) For the purposes of this Lease, **Lease Year** shall mean each twelve (12) month period beginning on the Commencement Date and each anniversary of the Commencement Date (or the first day of the succeeding calendar month following the month in which Commencement Date occurs should such date be on any day after the first day of a calendar month), extending until the last day of each twelve (12) full calendar month period thereafter. For example, if the Commencement Date is July 28, 2006, the first Lease Year shall begin on August 1, 2006 and end on July 31, 2007, and each Lease Year thereafter shall commence on August 1 and extend to July 31 of the following year until the end of the term of the Lease.

GERS Office Lease / 316 NE 4<sup>th</sup> Street

Tenant: City of Fort Lauderdale / Police Department / Internal Affairs

Rev. 10.14.08

Landlord \_\_\_\_\_ Tenant 

1

(e) See Paragraph 44, Renewal Options.

**2. RENTAL.**

(a) **Base Rental:** Tenant shall pay to Landlord throughout the Lease Term a Base Annual Rental of **\$14.00** per square foot which totals **\$20,398.00** payable in equal monthly installments of **\$1,699.83** plus any and all to the extent required by law sales, use, transaction, or comparable tax(es) applicable thereto. Said base monthly rental (hereinafter referred to as the "**Base Rental**") shall be subject to adjustment as hereinafter provided in this Lease. Any and all such Base Rental, together with all tax(es) thereon to the extent required by law, shall be due and payable in advance on or before the first day of each month during the Lease Term, without demand, deduction or offset at the office of Landlord or to such other person or at such other place as Landlord may designate in writing. If this Lease commences on a day other than the first day of a calendar month, the Base Rental for the fractional month shall be appropriately prorated.

(1) In Year #2 the Base Rental shall be **\$15.00** per square foot, which totals **\$21,855.00**, payable in equal monthly installments of **\$1,821.25**, subject to the Annual Rent Adjustments set forth in subparagraph (d) below..

(2) In Year #3 and #4, the Base Rental shall be **\$16.00** per square foot, which totals **\$23,312.00**, payable in equal monthly installments of **\$1,942.67**, subject to the Annual Rent Adjustments set forth in subparagraph (d) below..

(b) **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 five (5) business 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 twelve (12.0%) percent per annum of the amount of the delinquent Rent or other payment for the period of delinquency until paid. 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 relieve 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 Paragraph 18 of this Lease in the event said Rent or other payment is unpaid after the date due.

(c) **Sales Tax:** Tenant, 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 six percent (6%) of 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, Tenant will pay Landlord the amounts reflective of such changes, to the extent required by law. To the extent required by law, Tenant shall pay Landlord in conjunction with all sums due hereunder, any and all applicable sales, use or other similar tax and any interest or penalties assessed therein ("Sales Tax") simultaneously with such payment.


**(d) Annual Rent Adjustments:**

(1) In addition to the increases in Base Rent as set forth in Paragraphs 2 (a) (1) & (2) above, commencing the second year of the Lease Term, in lieu of a Consumer Price Index Escalator Clause, the Base Rent for the second year of

TERS Office Lease / 316 NE 4<sup>th</sup> Street

Tenant: City of Fort Lauderdale / Police Department / Internal Affairs

Rev. 10.14.08

Landlord \_\_\_\_\_ Tenant 

the Lease Term shall be increased by two (2.0%) resulting in an "Adjusted Base Rent." (For example, the Base Rent of \$21,855.00 per year is increased by \$437.10 per year, resulting in an "Adjusted Base Rent" of **\$22,292.10** per year.

(2) For the third year of the Lease Term, the Base Rent of \$23,312 per year will be increased by two (2.0%) for the third year [\$466.24 per year], plus the two (2.0%) for the second year [\$437.10 per year], yielding an Adjusted Base Rent for the third year of \$24,215.20 (\$23,312 Base Rent for third year, + \$466.10, + \$437.10 = **\$24,215.20**).

(3) For the fourth year of the Lease Term, the Adjusted Base Rent from the third year of the Lease Term (\$24,215.20) shall be increased by an additional two (2.0%) per cent. (\$24,215.20 + \$484.30 = **\$24,699.50** Adjusted Base Rent for the fourth year of the Lease Term.)

(e) **Utilities and Janitorial Services:** See Paragraph 49, Additional Rent, for allocation of the cost of electrical service. Tenant, at its sole cost and expense, will cause the Premises to be cleaned and generally cared for by its janitor service. At no time shall Tenant change the locks or re-key doors without the Landlord's prior knowledge and written consent. Violation of this provision shall constitute an act of default under this Lease.

(f) **Operating Expenses:** [This sub-paragraph is intentionally deleted.]

(g) **Tenant's Proportionate Share:** [This sub-paragraph is intentionally deleted.]

3. **SECURITY DEPOSIT.** Tenant hereby deposits with Landlord on the date hereof the sum of **Zero and no/100 Dollars (\$0.00)** which sum shall be held by Landlord, without obligation for interest, as security for the full, timely and faithful performance of Tenant's covenants and obligations under this Lease. It is understood and agreed that such deposit is not an advance rental deposit or a measure of Landlord's damages in case of Tenant's default. Upon the occurrence of any default or event of default by Tenant, Landlord may, from time to time, without prejudice to any other remedy provided herein or provided by law, use such funds to the extent necessary to make good any arrears of rent or other payments due Landlord hereunder, and any other damage, injury, expense or liability caused by any event of Tenant's default; and Tenant shall pay to Landlord on demand the amount so applied in order to restore the security deposit to its original amount. Although the security deposit shall be deemed the property of Landlord, any remaining balance of such deposit shall be returned by Landlord to Tenant or Tenant's last permitted assignee at such time after termination of this Lease when Landlord shall have determined that all Tenant's obligations under this Lease have been fulfilled. Landlord shall not be required to keep any security deposit separate from its general funds. Upon the occurrence of any events of default or default as described in this Lease, said security deposit shall become due and payable to Landlord. Subject to other terms and conditions contained in this Lease, if the Property is conveyed by Landlord, said deposit may be turned over to Landlord's grantee, and if the security deposit is so turned over Tenant hereby releases Landlord from any and all liability with respect to said deposit and its applications or return. The security shall be transferred to any successor in interest to Landlord hereunder and notice of such transfers given to Tenant within five (5) days after such transfer. Upon such transfer and notice, the transferor shall no longer be liable for the security but the transferee shall become liable.

#### 4. **OCCUPANCY AND USE.**

(a) Tenant shall use and occupy the Premises for the purpose of operating and administering a general office use by the City of Fort Lauderdale Police Department, Internal Affairs Division and for no other purpose without the prior written consent of Landlord.

(b) Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Building or injure or annoy them, nor 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

GERs Office Lease / 316 NE 4<sup>th</sup> Street

Tenant: City of Fort Lauderdale / Police Department / Internal Affairs

Rev. 10.14.08

Landlord \_\_\_\_\_ Tenant 

disreputable or inconsistent with the operation of a first class office 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 4 at any time during the Lease Term, Landlord may, at its option, (i) correct to the best of its ability the noncompliance, in which case all expenses associated therewith shall be borne by Tenant, or (ii) pursue other remedies available to it under this Lease or at law.

(c) [This sub-paragraph is intentionally deleted.]

5. **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 Project in which the Premises are situated 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 indirectly or directly shall result in the need to alter any common areas of the Building that uniquely pertain to the Premises in order to comply with Americans with Disabilities Act requirements, or other governmental requirements, Tenant shall pay all costs associated thereto on demand by Landlord.

6. **ALTERATIONS.** Tenant shall not make or suffer to be made any alterations, additions, or 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 and equipment, 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.

7. **REPAIR.** 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 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 Paragraph 49 entitled "Landlord Improvements to Premises."

8. **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 ten (10) days following the imposition of any such lien, cause the same to be released of record by payment or posting of a proper bond, Landlord shall have, in addition to

TERS Office Lease / 316 NE 4<sup>th</sup> Street

Tenant: City of Fort Lauderdale / Police Department / Internal Affairs

Rev. 10.14.08

Landlord \_\_\_\_\_ Tenant 

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 twelve percent (12%) per annum, provided, however, that if such rate exceeds the maximum rate permitted by law such maximum legal rate shall apply; the interest rate so determined is 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 Building, and any other party having an interest thereto from construction, mechanics and materialmen's liens, and Tenant shall give to Landlord at least five (5) 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 fee simple title to the Property and the Building but must look instead only to Tenant and Tenant's interest under this Lease to satisfy such claims.

**9. ASSIGNMENT AND SUBLETTING.**

(a) Tenant shall not sell, assign, encumber or otherwise transfer by operation of law or otherwise this Lease or any interest herein, 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, which consent may not be unreasonably withheld by Landlord as provided herein, nor shall Tenant permit any lien to be placed on the Tenant's interest by operation of law. Tenant shall, by written notice, advise Landlord of its desire from and after a stated date (which shall not be less than thirty (30) nor more than ninety (90) days after the date of Tenant's notice) to sublet the Premises or any portion thereof for any part of the term hereof or to assign the Tenant's interest under this Lease. Tenant shall supply Landlord with such information, financial statements, verifications and related materials as Landlord may request or desire to evaluate the written request to so sublet or assign; and in such event Landlord shall have the right, to be exercised by giving written notice to Tenant within thirty (30) days after receipt of Tenant's notice and all of the aforesaid materials, to either refuse to consent to the proposed subletting or assignment or to terminate this Lease as to the portion of the Premises described in Tenant's notice and such notice from Landlord shall, if given, terminate this Lease with respect to the portion of the Premises therein described as of the date stated in Tenant's notice. Said notice by Tenant shall state the name and address of the proposed subtenant or assignee, and (if a proposed subtenant) Tenant shall deliver to Landlord a true and complete copy of the proposed sublease with said notice. If said notice shall specify all of the Premises and Landlord shall give said termination notice with respect thereto, this Lease shall terminate on the date stated in Tenant's notice. If, however, this Lease shall terminate pursuant to the foregoing with respect to less than all of the Premises, the Rent defined and reserved herein above shall be adjusted by Landlord and this Lease as so amended shall continue thereafter in full force and effect. If Landlord, upon receiving said notice from Tenant with respect to the subletting or assignment of all or any portion of the Premises, shall not exercise its right to terminate, Tenant hereby agrees that Landlord shall be entitled to unconditionally withhold its consent to any such sublease or assignment if the proposed subtenant or assignee is a prospective tenant for other space within the Building or for space within any other buildings owned and/or managed by Landlord or affiliated entities, if the Building within which the Premises are located is not one hundred percent (100%) leased, or if the proposed subtenant or assignee is not of character, financial credibility and strength, or if such subtenant or assignee's proposed usage of the Premises is not acceptable to Landlord in its sole and absolute discretion. Tenant hereby agrees that Landlord may condition its consent to any such sublease or assignment upon the following: (i) any such sublease or assignment must be on the same terms and conditions as are contained in this Lease; and (ii) if the sublease or assignment is at a rental rate greater than the rental rate required in this Lease and such sublease or assignment is approved by Landlord, Tenant agrees to pay to Landlord one-half (1/2) of the amount of rent required in the sublease or assignment in the excess of the rent required under this Lease. Tenant shall, at Tenant's own cost and expense, discharge in full any commissions which may be due and owing as a result of any proposed assignment or subletting, whether or not the Lease is terminated pursuant thereto and rented by Landlord to the proposed subtenant or any other tenant.

GERS Office Lease / 316 NE 4<sup>th</sup> Street

Tenant: City of Fort Lauderdale / Police Department / Internal Affairs

Rev. 10.14.08

Landlord \_\_\_\_\_ Tenant 



(b) Any subletting or assignment hereunder by Tenant shall not result in Tenant being released or discharged from any liability under this Lease. As a condition to Landlord's prior written consent as provided for in this paragraph, the assignee or subtenant shall agree in writing to comply with and be bound by all of the terms, covenants, conditions, provisions and agreements of this Lease, and Tenant shall deliver to Landlord promptly after execution, an executed copy of such sublease or assignment and an agreement of said compliance by each sublease or assignee.

(c) Landlord's consent to any sale, assignment, encumbrance, subletting, occupation, lien or other transfer shall not release Tenant from any of Tenant's obligations hereunder or be deemed to be a consent to any subsequent occurrence. Any sale, assignment, encumbrance, subletting, occupation, lien or other transfer of this Lease that does not comply with the provisions of Paragraph 9 shall be void.

#### 10. INSURANCE AND INDEMNIFICATION.

(a) Landlord shall not be liable to Tenant and Tenant hereby waives all claims against Landlord for any injury or damage to any person or property in or about the Premises or the Property by or from any cause whatsoever, whether caused by water leakage of any character from the roof, walls, basement, or other portion of the Premises or the Project, or caused by gas, fire, or explosion of the Building or any part thereof.

(b) 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, Tenant shall hold Landlord harmless from and defend the Landlord against any and all claims or liability for any injury or damage to any person or property whatsoever: (i) occurring in, on or about the Premises or any part thereof, or (ii) occurring in, on or about any facilities (including without limitation, elevators, stairways, passageways, sidewalks, parking lots or hallways), the use of which Tenant may have in conjunction with other tenants or occupants of the Building, when such injury or damage shall be caused in part or in whole by the act, neglect, fault of, or omission of any duty with respect to the same by Tenant, its agents, servants, employees, or invitees. 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, Tenant further agrees to indemnify, and hold harmless Landlord against and from any and all claims by or on behalf of any work or thing whatsoever done by Tenant in or about or from transactions of Tenant concerning the Premises, and will further indemnify and hold Landlord harmless against and from any and all claims arising from any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed pursuant to the terms of this Lease, or arising from any act or negligence of Tenant, or any of its agents, contractors, servants, employees, licensees or invitees, and from and against all costs, counsel fees, expenses and liabilities incurred in connection with any of the aforementioned claims or actions, or proceedings brought thereon. Furthermore, in case any action or proceeding be brought against Landlord by reason of any of the aforementioned or liabilities, Tenant agrees to defend such action or proceeding at Tenant's sole expense by counsel reasonably satisfactory to Landlord. The provisions of this Lease with respect to any claims or liability, occurring prior to such expiration or termination shall survive any such expiration or termination, but no longer than a period of four (4) years from the date of expiration or termination of this Lease.


(c)

(1) Tenant agrees to purchase at its own expense and to keep in force during the term of this Lease a policy or policies of worker's compensation and comprehensive general liability insurance, including personal injury and property damage, with contractual liability endorsement, in the amount of One Million Dollars (\$1,000,000.00) for property damage and Two Million Dollars (\$2,000,000.00) per occurrence for personal injuries or deaths of persons occurring in or about the Premises. Said policies shall: (i) name Landlord as an additional insured and insure Landlord's contingent liability under this Lease (except for the worker's compensation policy, which shall instead include waiver of subrogation endorsement in favor of Landlord), (ii) be issued by an insurance company which is acceptable to Landlord and licensed to

GERS Office Lease / 316 NE 4<sup>th</sup> Street

Tenant: City of Fort Lauderdale / Police Department / Internal Affairs

Rev. 10.14.08

Landlord \_\_\_\_\_ Tenant 



do business in the State of Florida, and (iii) provide that said insurance shall not be canceled unless thirty (30) days prior written notice shall have been given to Landlord. Said policy or policies or certificates thereof shall be delivered to Landlord by Tenant upon commencement of the term of the Lease and upon each renewal of said insurance.

(2) As an alternative to sub-subparagraph (c) (1) above, Tenant is a Florida municipal corporation and is self-insured pursuant to the provision of Sec. 768.28, Florida Statutes. In lieu of purchasing coverage at its own expense as provided in sub-subparagraph (c)(1) above, Tenant may supply Landlord's Property Manager with written verification of liability protection pursuant to its self-insurance program with coverage and limits as set forth in sub-subparagraph (c) (1) above. Such written verification shall be delivered to Landlord's Property Manager by Tenant on or before commencement of the Lease term.

**11. 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 Project in which the Premises are located; 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 releasor'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 releasor to coverage thereunder and then only to the extent of the insurance proceeds payable under such policies. 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 releasor's insurance.

**12. SERVICES AND UTILITIES.**

(a) Landlord shall maintain the public and common areas of the Building, including the parking area and entranceways, the windows in the Building, the mechanical, plumbing and electrical equipment serving the Building, and the structure itself, in reasonably good order and condition except for damage occasioned by the act of Tenant, which damage shall be repaired by Landlord at Tenant's expense. In the event Tenant requires or needs to have one or more separate systems of either heating, ventilating, air conditioning or other similar systems over and above that provided, the installation, care, expenses and maintenance of each such system shall be borne by and paid for by Tenant.

(b) [This sub-paragraph is intentionally deleted.]


(c) Landlord shall in no event be liable for any interruption or failure of utility services in, on or to the Premises, and no such interruption or failure shall constitute a partial or whole constructive eviction or entitle Tenant to abate or set off against the Rent, whether or not such interruption or failure results from Landlord's negligence, but Landlord will exercise due diligence to restore interrupted service.

(d) Tenant shall pay Landlord for electricity in accordance with the provisions of Paragraph 49, Additional Rent. Landlord shall furnish, at no expense to Tenant, water, sewer and waste removal. Landlord shall not be in default hereunder or be liable for any damages directly or indirectly resulting from, nor shall the rental herein reserved be abated or set off by reason of (i) the installation, use or interruption of use of any equipment in connection with the furnishing of any of the foregoing utilities and services specified in this Paragraph, (ii) failure to furnish or delay in furnishing any such utilities or

GERS Office Lease / 316 NE 4<sup>th</sup> Street

Tenant: City of Fort Lauderdale / Police Department / Internal Affairs

Rev. 10.14.08

Landlord \_\_\_\_\_ Tenant 

services specified in this Paragraph when such failure or delay is caused by acts of God or the elements, labor disturbances of any character, any other accidents or other conditions beyond the reasonable control of Landlord, or by the making of repairs or improvements to the Premises or the Project, (iii) the limitation, curtailment, rationing or restriction on use of water or electricity, gas or any other form of energy or any other service or utility whatsoever serving the Premises or Project. Furthermore, Landlord shall be entitled to cooperate voluntarily in a reasonable manner with the efforts of national, state or local governmental agencies or utilities suppliers in reducing energy or other resources consumption.

(e) [This sub-paragraph is intentionally deleted.]

(f) Tenant shall provide any janitorial services for the Premises at Tenant's sole cost and expense and such services shall be at Tenant's sole risk and responsibility.

(g) Ordinary Business Hours shall mean 7:00 a.m. to 7:00 p.m., Monday through Friday, and 8:00 a.m. to 1:00 p.m., Saturday, fifty-two (52) weeks per year, except for legal holidays and any other holiday as may be determined and acknowledged by Landlord from time to time.

**13. 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 Project or the improvements herein or the Premises or any interest of Landlord therein, including without limitation:

(a) that this Lease 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) that there have been no 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.

Tenant shall, within ten (10) 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 Lease. In the event Tenant shall fail to return a fully executed copy of such certificate to Landlord within the foregoing ten (10) 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 purchaser of the Property may rely upon the accuracy of such certificate.

**14. HOLDING OVER.** Tenant will, at the termination of this Lease 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 any one of: (i) renewal of this Lease for one year, and from year to year thereafter, or (ii) creation of a month to month tenancy, upon the terms and conditions set forth in this Lease, or (iii) creation of a tenancy at sufferance, in any case upon the terms and conditions set forth in this Lease; provided, however, that the monthly rental [or daily rental under (iii)] shall, in addition to all other sums which are to be paid by Tenant hereunder, whether or not as additional rent, be equal to double the Rental being paid monthly to Landlord under this Lease immediately prior to such termination (prorated in the case of (iii) on the basis of a 365 day year for each

GERS Office Lease / 316 NE 4<sup>th</sup> Street

Tenant: City of Fort Lauderdale / Police Department / Internal Affairs

Rev. 10.14.08

Landlord \_\_\_\_\_ Tenant 

day Tenant remains in possession). If no such notice is served, then a tenancy at sufferance shall be deemed to be created at the Rent in the preceding sentence. 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 Lease for a breach of any of the terms, covenants or obligations herein on Tenant's part to be performed.

#### **15. SUBORDINATION AND ATTORNMENT.**

(a) Without the necessity of any additional document being executed by Tenant for the purpose of effecting a subordination, this Lease 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 Property, 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 Property, 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"). 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 Lease.

(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. 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 Lease 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 Lease. Tenant covenants and agrees to execute and deliver, upon demand by Landlord and in the form requested by Landlord, any additional documents evidencing the priority or subordination of this Lease with respect to any Mortgage. Tenant hereby irrevocably appoints Landlord as attorney in fact of Tenant to execute, deliver and record any such documents in the name and on behalf of Tenant.

#### **16. RE-ENTRY BY LANDLORD.**


(a) Landlord reserves and shall at all times 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 Property, 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.

(b) 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. For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors, in, upon and about the Premises, and Landlord shall have the right to use any and all means which Landlord may deem necessary or proper to open said doors in an emergency, in order to obtain entry to any portion of the Premises, and any entry to the Premises, or portions thereof obtained by Landlord by any of said means or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or any eviction, actual or constructive, of Tenant from the Premises or any portions thereof.

GERS Office Lease / 316 NE 4<sup>th</sup> Street

Tenant: City of Fort Lauderdale / Police Department / Internal Affairs

Rev. 10.14.08

Landlord \_\_\_\_\_ Tenant 

17. **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 Lease by Tenant. Upon the happening of any such event (other than bankruptcy) or at any time thereafter, this Lease shall terminate. In no event shall this Lease be assigned or assignable by operation of law (other than bankruptcy) and in no event shall this Lease or any rights or privileges hereunder be an asset of Tenant under insolvency or reorganization proceedings, other than bankruptcy.

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

(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 five (5) business days from the date such payment was due; or

(b) Tenant shall abandon any substantial portion of the Premises; or

(c) Tenant shall fail to vacate the Premises immediately upon termination of this Lease by lapse of time or otherwise, or upon termination of Tenant's right to possession only; or

(d) If, in spite of the provisions hereof, 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 ten (10) days after written notice thereof to Tenant; or

(e) This Lease 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 Lease; or

(f) 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 Lease; or

(g) 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 Lease; or


(h) Tenant shall fail to comply with any other term, provision or covenant of this Lease and shall not cure such failure within twenty (20) days (forthwith, if the default involves a hazardous condition) after written notice thereof to Tenant.

19. **REMEDIES.** Upon the occurrence of any such events of default described in the Paragraph 18 or elsewhere in this Lease, Landlord shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

GERS Office Lease / 316 NE 4<sup>th</sup> Street

Tenant: City of Fort Lauderdale / Police Department / Internal Affairs

Rev. 10.14.08

Landlord \_\_\_\_\_ Tenant 

10

(a) Landlord may, at its election, terminate this Lease or terminate Tenant's right to possession only, without terminating the Lease.

(b) Except as set forth in Paragraph 14, upon any termination of this Lease, whether by lapse of time or otherwise, or upon any termination of Tenant's right to possession without termination of the Lease, 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 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. Tenant hereby waives any right to claim damage for each peaceable re-entry and expulsion and without relinquishing Landlord's right to Rent or any other right given to Landlord hereunder to operation of law.

(c) Except as set forth in Paragraph 14, upon termination of this Lease, whether by lapse of time or otherwise, Landlord shall be entitled to recover as damages for the loss of its bargain, and not as a penalty, each of the following (i) all Rent, including any amount treated as additional Rent hereunder and other sums due and payable by Tenant on the date of termination, plus (ii) the unamortized cost to Landlord, computed and determined in accordance with generally accepted accounting principles, of any leasing commissions paid by Landlord with respect to this Lease and any tenant improvements installed or paid for by Landlord pursuant to this Lease, plus (iii) monthly rental as due, plus (iv) the cost of performing any other covenants which would have otherwise been performed by Tenant, plus (v) any damages in addition thereto, including reasonable attorneys' fees and court costs, which Landlord shall have sustained by reason of the breach of any of the covenants of this Lease other than for the payment of Rent.

(d) (i) Upon any termination of Tenant's right to possession only without termination of the Lease, Landlord may at Landlord's option, peaceably enter into the Premises, remove Tenant's signs and other evidences of tenancy, and take and hold possession thereof as provided in subparagraph (b) above, without such entry and possession terminating the Lease or releasing Tenant in whole or in part, from any obligation, including Tenant's obligation to pay the Rent, including any amounts treated as additional Rent hereunder for the full term.

(ii) Landlord may, but need not, relet the Premises or any part thereof for such Rent and upon such terms as Landlord in its sole discretion shall determine (including the right to relet the Premises for a greater or lesser term than that remaining under this Lease, the right to relet the Premises as part of a larger area, and the right to change the character and the use made of the Premises) and Landlord shall not be required to accept any tenant offered by Tenant or to observe any instructions given by Tenant about such reletting. In such case, Landlord may make repairs, alterations and additions in or to the Premises and redecorate the same to the extent Landlord deems necessary or desirable and Tenant shall, upon demand, pay the cost thereof, together with Landlord's expenses for reletting including, without limitation, any broker's commission, tenant improvement expenses or allowances in lieu thereof incurred by Landlord. If the consideration collected by Landlord upon any such reletting plus any sums previously collected from Tenant are not sufficient to pay the full amount of all Rent, including any amounts treated as additional Rent hereunder and other sums reserved in this Lease for the remaining term hereof, together with the costs or repairs, alterations, additions, redecorating and Landlord's expenses of reletting and the collection of the rent accruing therefrom (including attorneys' fees, broker's commissions and tenant improvements or allowances in lieu thereof), Tenant shall pay to Landlord the amount of such deficiency upon demand and Tenant agrees that Landlord may file suit to recover any sums falling due under this section from time to time.

(e) Landlord may, at Landlord's option, peaceably enter into and upon the Premises with or without process of law, if Landlord determines in its sole discretion that Tenant is not acting within a commercially reasonable time to maintain, repair or replace anything for which Tenant is responsible hereunder and correct the same, without being deemed in any manner guilty of trespass, eviction or forcible entry and detainer and without incurring any liability for any damage resulting

GERS Office Lease / 316 NE 4<sup>th</sup> Street

Tenant: City of Fort Lauderdale / Police Department / Internal Affairs

Rev. 10.14.08

Landlord \_\_\_\_\_ Tenant RBD

11

therefrom and Tenant agrees to reimburse Landlord, on demand, as additional Rent, for any expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease.

(f) [This subparagraph (f) is intentionally deleted.]

(g) 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 Lease, 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 Lease, 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.

(h) Without limiting the foregoing, to the extent permitted by law, Tenant hereby expressly waives any right to trial by jury.

## **20. DAMAGE BY FIRE, ETC.**

(a) If the Building, improvements or Premises are rendered partially or wholly untenantable by fire or other casualty and if such damage cannot, in Landlord's reasonable estimation, be materially restored within two hundred (200) days of such damage, then Landlord may, at its sole option, terminate this Lease as of the date of such fire or casualty. Landlord shall exercise its option provided herein by written notice to Tenant within ninety (90) days of such fire or other casualty. For purposes hereof, the Building, improvements or Premises shall be deemed "materially restored" if they are in such condition as would not prevent or materially interfere with Tenant's use of the Premises for the purpose for which it was then being used.

(b) If this Lease is not terminated pursuant to this Paragraph 20, then Landlord shall proceed with all due diligence to repair and restore the Building, improvements or Premises, as the case may be (except that Landlord may elect not to rebuild if such damage occurs during the last year of the term of this Lease exclusive of any option which is unexercised at the date of such damage, and further except that Landlord's obligation to repair or restore the Premises shall be limited to repairing or restoring the same to their condition prior to the execution of this Lease, and shall not extend to repairing or restoring improvements made to the Premises by or for Tenant, or to repairing or replacing Tenant's furniture, equipment or fixtures). Landlord's obligation to repair and restore the Building, improvements or Premises is conditioned on the proceeds of insurance actually paid to Landlord being sufficient to pay the cost of such restoration and repair.

(c) If this Lease shall be terminated pursuant to this Paragraph 20, the term of this Lease shall end on the date of such damage as if that date had been originally fixed in this Lease for the expiration of the term hereof. If this Lease shall not be terminated by Landlord pursuant to this Paragraph 20 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.

GERS Office Lease / 316 NE 4<sup>th</sup> Street

Tenant: City of Fort Lauderdale / Police Department / Internal Affairs

Rev. 10.14.08

Landlord \_\_\_\_\_ Tenant 



(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 Building 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 Building 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 Building 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 Lease 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 Lease for the expiration of the Lease Term.

(f) In the event of any damage or destruction to the Building or the Premises by any peril covered by the provisions of this Paragraph 20, 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 Project or the Premises as Landlord shall request and 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.

## 21. CONDEMNATION.

(a) If any substantial part of the Property, 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 Lease 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 Lease for the expiration of the Lease Term hereof.

(b) If part of the Building 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 Lease is not terminated as provided in subparagraph (a) above, this Lease shall not terminate but the Rent payable hereunder during the unexpired portion of this Lease 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 Building, 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 Building 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.

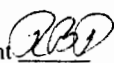
(c) Tenant shall not share in any condemnation award or payment in lieu thereof or in any award for damages resulting from any condemnation, eminent domain or grade change of adjacent streets, the same being hereby assigned to Landlord by Tenant, provided, however, that Tenant may separately claim and 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.

(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 Lease, this Lease

GERs Office Lease / 316 NE 4<sup>th</sup> Street

Tenant: City of Fort Lauderdale / Police Department / Internal Affairs

Rev. 10.14.08

Landlord \_\_\_\_\_ Tenant 

13



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 Lease; 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 Lease, 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 Lease.

22. **SALE OR TRANSFER BY LANDLORD.** In the event of a sale or conveyance by Landlord of the Property, 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, and in such event Tenant agrees to look solely to the responsibility of the successor in interest of Landlord in and to this Lease. Tenant agrees to attorn to the purchaser or assignee in any such sale.

23. **RIGHT OF LANDLORD TO PERFORM.** All covenants and agreements to be performed by the Tenant under any of terms of this Lease 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 for ten (10) 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 Lease 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 8 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.

24. **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 any renewal thereof or other sooner termination of this Lease, 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 Lease, 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 Lease 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.

25. **WAIVER.** If either Landlord or Tenant waives the performance of any term, covenant or condition contained in this Lease, 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 Lease, regardless of Landlord's knowledge of such

GERS Office Lease / 316 NE 4<sup>th</sup> Street

Tenant: City of Fort Lauderdale / Police Department / Internal Affairs

Rev. 10.14.08

Landlord \_\_\_\_\_ Tenant 

14

preceding breach at the time Landlord accepted such Rent. Failure by Landlord to enforce any of the terms, covenants or conditions of this Lease 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 Lease may only be made by a written document signed by Landlord.

**26. 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:**

**Board of Trustees of the City of Fort Lauderdale  
General Employees' Retirement System**  
City of Fort Lauderdale  
P.O. Box 14250  
Fort Lauderdale, FL 33302-4250  
Attn: David Desmond, Plan Administrator

With a copy to:

City of Fort Lauderdale Finance Director  
P.O. Box 14250  
Fort Lauderdale, FL 33302-4250

With a copy to:

Robert B. Dunckel, Assistant City Attorney  
City of Fort Lauderdale  
P.O. Box 14250  
Fort Lauderdale, FL 33302-4250

**TENANT:**

**City of Fort Lauderdale Police Department**  
1300 West Broward Boulevard  
Fort Lauderdale, FL 33312-1643  
Attn: Chief of Police

With a copy to:

City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, FL 33301  
Attn: City Manager

With a copy to:

City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, FL 33301  
Attn: Economic Development Department, Real Estate Division

With a copy to:

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

GERS Office Lease / 316 NE 4<sup>th</sup> Street

Tenant: City of Fort Lauderdale / Police Department / Internal Affairs

Rev. 10.14.08

Landlord \_\_\_\_\_ Tenant 

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.

**27. 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 Building;
- (b) [This sub-paragraph is intentionally deleted.]
- (c) To retain at all times passkeys to the Premises;
- (d) [This sub-paragraph is intentionally deleted.]

(e) Landlord may 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.

**28. 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.

**29. 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.

**30. ATTORNEY'S FEES.** In the event that any action or proceeding is brought to enforce any term, covenant or condition of this Lease on the part of Tenant, Landlord shall be entitled to reasonable attorneys' fees and costs.

**31. CORPORATE AUTHORITY.** If Tenant signs as a corporation, each of the persons executing this Lease 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 Lease 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.

**32. MORTGAGE APPROVALS.** Any provisions of this Lease 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 Property or any portion thereof shall refuse or withhold its approval or consent thereto. Any requirement of Landlord pursuant to this Lease which is imposed pursuant to the direction of the holder of any such mortgage lien shall be deemed to have been reasonably imposed by Landlord if made in good faith.

**33. MISCELLANEOUS.**

GERS Office Lease / 316 NE 4<sup>th</sup> Street

Tenant: City of Fort Lauderdale / Police Department / Internal Affairs

Rev. 10.14.08

Landlord \_\_\_\_\_ Tenant ABD

16

(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 Lease. The term "Landlord" in these presents shall include the Landlord, its successors and assigns. In any case where this Lease 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.

(b) Time is of the essence of this Lease and all of its provisions. This Lease shall in all respects be governed by the laws of the State of Florida. This Lease, together with its exhibits, contains all the agreements of the parties hereto and supersedes any previous negotiations. 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 Lease and its exhibits. This Lease 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 Lease shall survive the expiration or earlier termination of the term hereof.

(d) If any clause, phrase, provision or portion of this Lease 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 Lease 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 Lease that in lieu of each such clause, phrase, provision or portion of this Lease that is invalid or unenforceable, there be added as a part of this Lease 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 Lease, 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.

34. **LANDLORD'S LIEN.** [This Paragraph 34 is intentionally deleted.]

35. **QUIET ENJOYMENT.** Landlord represents and warrants that it has full right and authority to enter into this Lease 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 Lease. In the event this Lease 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 Lease because of such interference or disturbance.

36. **LANDLORD'S LIABILITY.** In no event shall Landlord's liability for any breach of this Lease 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

GERs Office Lease / 316 NE 4<sup>th</sup> Street

Tenant: City of Fort Lauderdale / Police Department / Internal Affairs

Rev. 10.14.08

Landlord \_\_\_\_\_ Tenant ABD

17

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 Lease, 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 Lease and neither Landlord nor any of the partners comprising any partnership which is the Landlord herein, shall be liable for any deficiency. Nothing contained in this Paragraph shall be construed to permit Tenant to offset against Rents due a successor landlord, a judgment (or other judicial process) requiring the payment of money by reason of any default of a prior landlord, except as otherwise specifically set forth herein.

37. **RIGHT TO RELOCATE.** [This Paragraph is intentionally deleted.]

38. **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.

39. **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.

40. **RULES AND REGULATIONS.** Tenant shall faithfully observe and comply with the rules and regulations printed on or annexed to this Lease 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 Project of any said rules and regulations.

41. **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 Building or the Property by Tenant, its agents, employees, contractors or invitees without the prior written consent of Landlord. If Tenant breaches the obligations stated in the preceding sentence, or if the presence of Hazardous Material in the Premises, the Building or the Property caused or permitted by Tenant directly or indirectly results in contamination of the Premises, the Building or the Property, or if contamination of the Premises, the Building or the Property by Hazardous Material otherwise occurs for which Tenant is legally liable to Landlord for damage resulting therefrom, then Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the Building or the Property, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Building or the Property, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, 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.

(b) Without limiting the foregoing, if the presence of any Hazardous Material in or on the Premises, the Project or the Property caused or permitted by Tenant results in any contamination of the Project or the Property, Tenant shall promptly

GERS Office Lease / 316 NE 4<sup>th</sup> Street

Tenant: City of Fort Lauderdale / Police Department / Internal Affairs

Rev. 10.14.08

Landlord \_\_\_\_\_ Tenant 

18

take all actions at its sole expense as are necessary to return the Premises, the 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 Project or the Property. Any indemnification by Tenant 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.

42. **BROKERAGE.** Tenant acknowledges that it has not dealt, consulted or negotiated with any real estate broker, sales person or agent on its behalf. The parties hereby acknowledge that this disclosure was given to each party at the first substantive contact

43. **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.

44. **RENEWAL OPTIONS.** [This Paragraph is intentionally deleted.]

45. **PARKING.**

(a) Pursuant to all terms, provisions, covenants, and conditions contained herein for the Term of this Lease, Landlord hereby authorizes for use by Tenant at the South end of the gated parking area four (4) designated spaces and an additional two (2) undesignated spaces on an "as available" "first come-first serve" non-exclusive basis.

(b) [This subparagraph is intentionally deleted.]

(c) Landlord reserves the right to rearrange the configuration of any parking spaces, assign particular spaces to other tenants or occupants of the Building or otherwise change, manage or alter the parking area in any manner whatsoever, so long as the Tenant is not deprived of the use of six (6) spaces in the parking lot as set forth in subparagraph (a) above. Landlord does not assume any responsibility for and shall not be liable for, any damage or loss of any nature whatsoever to, or any theft of automobiles or other vehicles or the contents thereof, or to any personal property located therein while in or about the parking lot.

(d) The overnight parking of vehicles is prohibited without the prior approval of the Landlord, which approval may be withheld at Landlord's sole discretion.

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

- A. Outline of Premises
- B. Legal Description of Property
- C. Rules and Regulations

GERS Office Lease / 316 NE 4<sup>th</sup> Street

Tenant: City of Fort Lauderdale / Police Department / Internal Affairs

Rev. 10.14.08

Landlord \_\_\_\_\_ Tenant 

**47. TERMINATION OF LEASE.** In the event the annual budget for the City of Fort Lauderdale Police Department for any given fiscal year beginning after the first twenty-four (24) months of this Lease is reduced by a margin of ten (10%) or more over the previous years' budget, then this Lease may be terminated by Tenant by delivery of a notice of termination to Landlord within thirty (30) days of the adoption of the City of Fort Lauderdale's budget for the fiscal year at issue. In the event Tenant timely delivers the notice of termination, Tenant shall vacate the Premises no later than the first day of the second calendar month next after the month of delivery of the notice of termination. In the event of termination of the Lease under this Paragraph, Tenant shall remain liable for all rents due under this Lease after delivery of the notice of termination and through the date of vacating or abandoning the Premises.

**48. LANDORD IMPROVEMENTS TO PREMISES.** Landlord shall be responsible for completing the following improvements to the Premises as a condition precedent to the Commencement Date of this Lease.

1. All new carpet
2. Remove 12' North/South Wall
3. Close in opening
4. Extend wall 4'
5. Install door and jamb. Put return air grill in door. This location is under the stairs.
6. Extend these two walls to the ceiling.
7. Repaint when done.
8. 4 sq. ft. square glass window panel
9. ADA compliant bathroom
10. See attached drawing, Exhibit "D"

**49. ADDITIONAL RENT.** In addition to the Base Annual Rent and Adjusted Base Rent payable under Paragraph 2 hereof, the Tenant shall also pay, as Additional Rent, to the Landlord the sum of \$140.00/month to reimburse Landlord for electricity. This amount shall be adjusted on the anniversary date of the Lease for each successive year of the Lease Term. The adjusted amount shall be based upon the average monthly electric bill over the previous twelve-month period adjusted for the 1,457 square feet Premises occupied by Tenant.

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GERs Office Lease / 316 NE 4<sup>th</sup> Street

Tenant: City of Fort Lauderdale / Police Department / Internal Affairs

Rev. 10.14.08

Landlord \_\_\_\_\_ Tenant \_\_\_\_\_



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

WITNESSES:

LANDLORD:

BOARD OF TRUSTEES OF THE CITY OF FORT LAUDERDALE GENERAL EMPLOYEES' RETIREMENT SYSTEM, A FLORIDA PUBLIC EMPLOYEE RETIREMENT SYSTEM

By: John Le Bucci  
John Le Bucci, Chairman  
By: David Desmond  
David Desmond, Plan Administrator

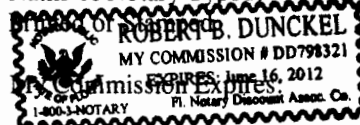
STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 10 day of NOVEMBER, 2008, by JOHN LE BUCCI, Chairman and DAVID DESMOND, Plan Administrator for the BOARD OF TRUSTEES OF THE CITY OF FORT LAUDERDALE GENERAL EMPLOYEES' RETIREMENT SYSTEM. They is personally known to me and did not take an oath.

(SEAL)

Robert B. Dunckel  
Notary Public, State of Florida  
(Signature of Notary taking Acknowledgment)

Name of Notary Typed



Commission Number

GERS Office Lease / 316 NE 4<sup>th</sup> Street  
Tenant: City of Fort Lauderdale / Police Department / Internal Affairs  
Rev. 10.14.08

Landlord \_\_\_\_\_ Tenant RB

21

WITNESSES:

TENANT:

CITY OF FORT LAUDERDALE, a Florida municipal corporation

By: [Signature]  
George Gretsas, City Manager

By: [Signature]  
Jim Naugle, Mayor

ATTEST:

[Signature]  
Jonda Joseph, City Clerk

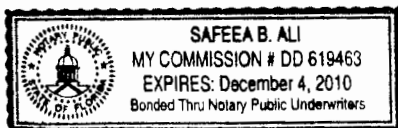
Approved as to form:

[Signature]  
Harry Stewart, City Attorney

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 10 day of January, 2009, by George Gretsas, as City Manager and Jim Naugle as Mayor of the City of Fort Lauderdale, a Florida municipal corporation. They are personally known to me and did not take an oath.

(SEAL)



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

Safaea B. Ali  
Name of Notary Typed,  
Printed or Stamped

My Commission Expires: 12/4/2010

DD619463  
Commission Number

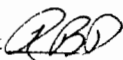
GERS Office Lease / 316 NE 4<sup>th</sup> Street  
Tenant: City of Fort Lauderdale / Police Department / Internal Affairs  
Rev. 10.14.08

Landlord \_\_\_\_\_ Tenant [Signature]

22

**EXHIBIT "A"**  
**(THE PREMISES)**

GERS Office Lease / 316 NE 4<sup>th</sup> Street  
Tenant: City of Fort Lauderdale / Police Department / Internal Affairs  
Rev. 10.14.08

Landlord \_\_\_\_\_ Tenant 

23

SUITE #3  
316 NE 4<sup>th</sup>  
FL.

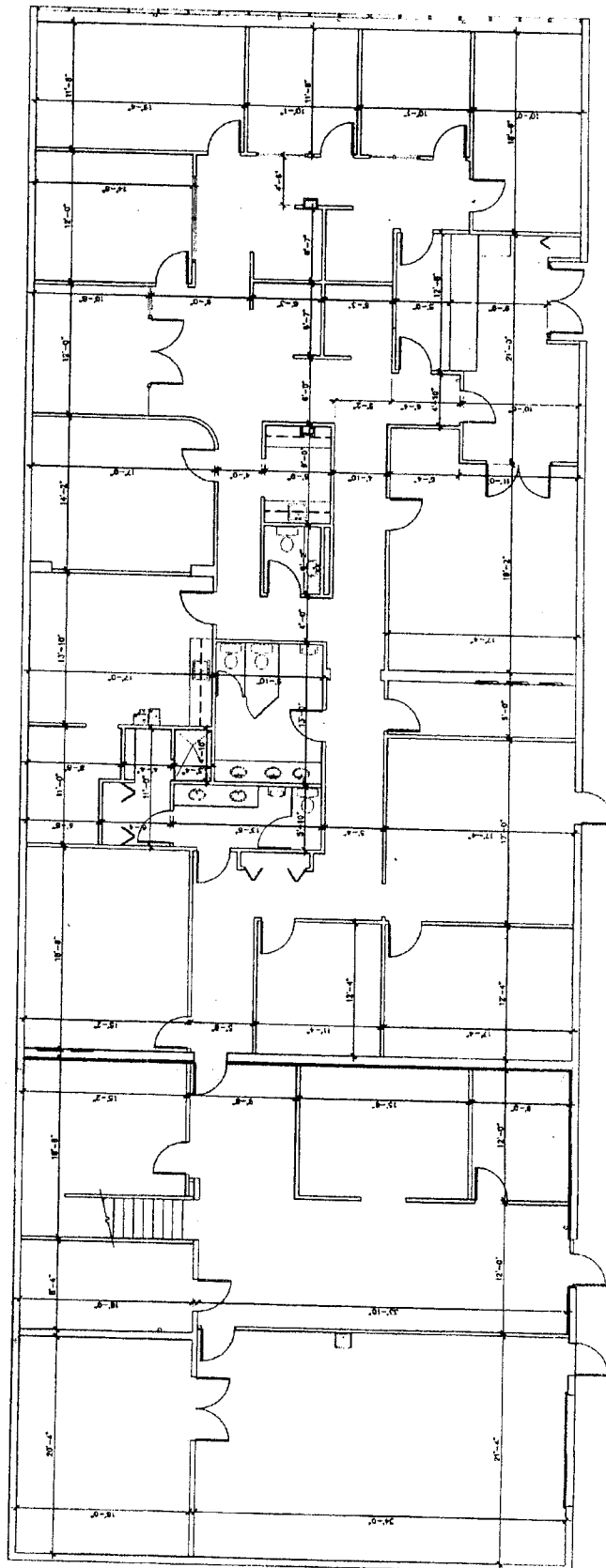


EXHIBIT "A"

**EXHIBIT "B"**

**"LEGAL DESCRIPTION OF PROPERTY"**

Lots 18 and 20, Block "A", GEO. M. PHIPPEN'S SUBDIVISION OF LOTS 3, 4, 5 & 6 IN BLOCK 1 & LOTS 3, 4 5, 6, 7, 8, 9 AND 10, IN BLOCK 14, according to the Plat thereof, as recorded in Plat Book "B", Page 146 of the Public Records of Miami-Dade County, Florida; said lands situate, lying and being in Broward County, Florida.

GERS Office Lease / 316 NE 4<sup>th</sup> Street

Tenant: City of Fort Lauderdale / Police Department / Internal Affairs

Rev. 10.14.08

Landlord \_\_\_\_\_ Tenant 

24

## EXHIBIT "C"

### RULES AND REGULATIONS

Except as otherwise set forth to the contrary in the Lease, Tenant shall comply with the following Rules and Regulations:

1. Sidewalks, halls, passages, exits, entrances, elevators, escalators and stairways shall not be obstructed by Tenants or used by them for any purpose other than for ingress and egress from their respective Premises. The halls, passages, exits, entrances, elevators and stairways are not for the use of the general public and Landlord shall in all cases retain the right to control and prevent access thereto by all persons whose presence, in the judgment of Landlord, shall be prejudicial to the safety, character, reputation and interests of the Building and its Tenants, provided that nothing herein contained shall be construed to prevent such access to persons with whom any Tenant normally deals in the ordinary course of such Tenant's business unless such persons are engaged in illegal activities. No Tenant, and no employees or invitees of any Tenant, shall go upon the roof of the building, except as authorized by Landlord.

2. No sign, placard, picture, name, advertisement or notice, visible from the exterior of Leased Premises shall be inscribed, painted, affixed, installed or otherwise displayed by any Tenant either on its Premises or any part of the Project without the prior written consent of Landlord, and Landlord shall have the right to remove any such sign, placard, picture, name, advertisement, or notice without notice to and at the expense of Tenant.

(a) If Landlord shall have given such consent to any Tenant at any time, whether before or after the execution of the Lease, such consent shall in no way operate as a waiver or release of any of the provisions hereof or of such Lease, and shall be deemed to relate only to the particular sign, placard, picture, name, advertisement or notice so consented to by Landlord and shall not be construed as dispensing with the necessity of obtaining the specific written consent of Landlord with respect to any other such sign, placard, picture, name, advertisement or notice.

(b) All approved signs or lettering on doors and walls shall be printed, painted, affixed and inscribed at the expense of the Tenant by a person approved by Landlord.

3. The bulletin board or directory of the Building will be provided exclusively for the display of the name and location of Tenants only and Landlord reserves the right to exclude any other names therefrom.

4. No curtains, draperies, blinds, shutters, shades, screens or other coverings, awnings, hangings or decorations shall be attached to, hung or placed in, or used in connection with any window or door on any Premises without the prior written consent of Landlord. In any event with the prior written consent of Landlord, all such items shall be installed inboard of Landlord's standard window covering and shall in no way be visible from the exterior of the Project. No articles shall be placed or kept in the windowsills so as to be visible from the exterior of the Project. No articles shall be placed against partitions or doors that might appear unsightly from outside Tenant's Premises.

5. Landlord reserves the right to exclude from the Building between the hours of 6:00 p.m. and 8:00 a.m., weekdays, and all hours on Saturdays, Sundays, and holidays all persons who are not Tenants or their accompanied guests in the Building. Each Tenant shall be responsible for all persons for whom it allows to enter the Building and shall be liable to Landlord for all acts of such persons.

(a) Landlord shall in no case be liable for damages for error with regard to the admission to or exclusion from the Building of any person.

GERS Office Lease / 316 NE 4<sup>th</sup> Street

Tenant: City of Fort Lauderdale / Police Department / Internal Affairs

Rev. 10.14.08

Landlord \_\_\_\_\_ Tenant 

(b) During the continuance of any invasion, mob, riot, public excitement or other circumstances rendering such action advisable in Landlord's opinion, Landlord reserves the right to prevent access to the Building by closing the doors, or otherwise, for the safety of Tenants and protection of the Building and property in the Building.

6. [This Paragraph is intentionally deleted.]

7. [This Paragraph is intentionally deleted.]

8. Each Tenant shall see that all doors of its Premises are closed and securely locked and must observe strict care and caution that all water faucets or water apparatus are entirely shut off before the Tenant or its employees leave such Premises, and that all utilities shall likewise be carefully shut off so as to prevent waste or damage, and for any default or carelessness the Tenant shall make good all injuries sustained by other Tenants or occupants of the Building or Landlord. On multiple tenancy floors, all Tenants shall keep the door or doors to the Project corridors closed at all times except for ingress and egress.

9. [This Paragraph is intentionally deleted.]

10. No Tenant shall alter any lock or access device or any bolt on any door of its Premises without the prior written consent of Landlord. If Landlord shall give its consent, Tenant shall in each case furnish Landlord with a key for any such lock.

11. No Tenant shall make or have made additional copies of any keys or access devices provided by Landlord. Each Tenant, upon the termination of the tenancy, shall deliver to Landlord all the keys or access devices for the Building and Premises, offices, rooms and toilet rooms which shall have been furnished to the Tenant or which the Tenant shall have had made in the event of the loss of any keys or access devices so furnished by Landlord, Tenant shall pay Landlord therefore.

12. The toilet rooms, toilets, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever, including, but not limited to coffee grounds shall be thrown therein, and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the Tenant, who, or whose employees or invitees shall have caused it.

13. No Tenant shall use or keep in its Premises or the any portion of the Building or Property any kerosene, gasoline or inflammable or combustible fluid or material other than limited quantities necessary for the operation or maintenance of office equipment. No Tenant shall use any method of heating or air conditioning other than that supplied by Landlord.

14. No Tenant shall use, keep or permit to be used or kept in its Premises any foul or noxious gas or substance or permit or suffer such Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Project by reason of noise, odors and/or vibrations or interfere in any way with other Tenants or those having business thereto, nor shall any animals or birds be brought or kept in or about any Premises of the Project.

15. Other than in the kitchen area, no cooking shall be done or permitted by any Tenant on its Premises nor shall Premises be used for lodging.

16. [This Paragraph is intentionally deleted.]

GERS Office Lease / 316 NE 4<sup>th</sup> Street

Tenant: City of Fort Lauderdale / Police Department / Internal Affairs

Rev. 10.14.08

Landlord \_\_\_\_\_ Tenant 

26



17. If Tenant requires any additional telegraphic, telephonic, burglar alarm or similar services, other than that which is supplied with the Premises as of the Effective Date of this Lease, then Tenant shall first obtain, and comply with Landlord's instructions in their installation.

18. Landlord will direct electricians as to where and how telephones, telegraph and electrical wires are to be introduced or installed. No boring or cutting for wires will be allowed without the prior written consent of Landlord. The location of burglar alarms, telephones, call boxes or other office equipment affixed to all Premises shall be subject to the written approval of Landlord.

19. No Tenant shall install any radio or television antenna, loudspeaker or any other device on the exterior walls or the roof of the Project. Tenant shall not interfere with radio or television broadcasting or reception from or in the Project or elsewhere.

20. No Tenant shall lay linoleum, tile, carpet or any other floor covering so that the same shall be affixed to the floor of its Premises in any manner except as approved in writing by Landlord. The expense of repairing any damage resulting from a violation of this rule or the removal or any floor covering shall be borne by the Tenant by whom, or by whose contractors, employees or invitees, the damage shall have been caused.

21. (a) [This sub-paragraph is intentionally deleted.]

(b) Business machines and mechanical equipment belonging to Tenant which cause noise or vibration that may be transmitted to the structure of the Building or to any space therein to such a degree as to be objectionable to Landlord or to any tenant in the Building shall be placed and maintained by Tenant, at Tenant's expense, on vibration eliminators or other devices sufficient to eliminate noise or vibration. The persons employed to move such equipment in or out of the Project must be acceptable by Landlord.

22. No Tenant shall place a load upon any floor of the Premises that exceeds the load per square foot that such floor was designed to carry and which is allowed by law. No Tenant shall mark, drive nails, screws or drill into, the partitions, woodwork or plaster or in any way deface such Premises or any part thereof.

23. There shall not be used in any space, or in the public areas of the Building, either by Tenant or others, any hand trucks except those equipped with rubber tires and side guards or such other material-handling equipment as Landlord may approve. No other vehicles of any kind shall be brought by any Tenant into or kept within the Premises.

24. Each Tenant shall store all its trash and garbage within the interior of its Premises. No material shall be placed in the trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage in this area without violation of any law or ordinance governing such disposal. All trash, garbage and refuse disposal shall be made only through entryways provided for such purposes and at such times as Landlord may designate.

25. [This Paragraph is intentionally deleted.]

26. Landlord reserves the right to exclude or expel from the Building any person who, in Landlord's judgment, is intoxicated or under the influence of liquor or drugs or who is in violation of any of the rules and regulations of the Project.

27. Without the prior written consent of Landlord, Tenant shall not use the name of the Building in connection with or in promoting or advertising the business of Tenant except as Tenant's address.

GERS Office Lease / 316 NE 4<sup>th</sup> Street

Tenant: City of Fort Lauderdale / Police Department / Internal Affairs

Rev. 10.14.08

Landlord \_\_\_\_\_ Tenant 

27

28. Tenant shall comply with all energy conservation, safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.

29. Tenant assumes any and all responsibility for protecting its Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed.

30. The requirements of Tenants will be attended to only upon application to the Landlord by an authorized individual. Employees of Landlord shall not perform any work or do anything outside of their regular duties unless upon special instructions from Landlord, and no employees will admit any person (Tenant or otherwise) to any office without specific instructions from Landlord.

31. All wallpaper or vinyl fabric materials that Tenant may install on painted walls shall be applied with a strippable adhesive. The use of non-strippable adhesives will cause damage to the walls when materials are removed, and repairs made necessary thereby shall be made by Landlord at Tenant's expense.

32. Tenant shall provide and maintain hard surface protective mats under all desk chairs that are equipped with casters to avoid excessive wear and tear to carpeting. If Tenant fails to provide such mats, the cost of carpet repair or replacement made necessary by such wear and tear shall be charged to and paid for by Tenant.

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

34. Tenant shall give prompt notice to Landlord of any accidents to or defects in plumbing, electrical fixtures, or heating apparatus so that such accidents or defects may be attended to properly.

35. Tenant shall be responsible for the observance of all of the foregoing Rules and Regulations by Tenant's employees, agents, clients, customers, invitees and guests.

36. Tenant shall not place materials of any sort within three (3) feet of glass walls without prior written consent of Landlord. Landlord reserves the right to require the rearrangement, at Tenant's expense, of any furnishings which are inconsistent with the design standards of the Landlord, that are in view from the Property, parking lot or public areas.

37. These Rules and Regulations are in addition to, and shall not be construed to in any way modify, alter or amend, in whole or in part, the terms, covenants, agreements and conditions of any Lease of Premises in the Project.

38. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular Tenant or Tenants, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of any other Tenant or Tenants, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all Tenants of the Project.

39. Landlord reserves the right to make such other and reasonable rules and regulations as in its judgment may from time to time be needed for safety and security, for care and cleanliness of the Project and for the preservation of good order therein. Tenant agrees to abide by all such Rules and Regulations hereinabove stated and any additional rules and regulations that are adopted; provided however, that no such addition rule or regulation

GERS Office Lease / 316 NE 4<sup>th</sup> Street

Tenant: City of Fort Lauderdale / Police Department / Internal Affairs

Rev. 10.14.08

Landlord \_\_\_\_\_ Tenant 

promulgated by Landlord shall be effective as against Tenant until Tenant has received thirty (30) days prior notice thereof.

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GERS Office Lease / 316 NE 4<sup>th</sup> Street

Tenant: City of Fort Lauderdale / Police Department / Internal Affairs

Rev. 10.14.08

Landlord \_\_\_\_\_ Tenant 

29