

LEASE AGREEMENT

THIS LEASE AGREEMENT (“**Lease**”), which is effective as of the Effective Date, is entered into by and between WEST VILLAGE LLC, a Florida limited liability company (“**Landlord**”), and FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY, a Community Redevelopment Agency created pursuant to Chapter 163, Part III, Florida Statutes (“**Tenant**”).

**INTRODUCTION
TERMS AND CONDITIONS**

In consideration of the mutual covenants herein contained, Tenant hereby leases from Landlord, and Landlord hereby leases to Tenant, the Premises under the following terms and conditions.

1. **KEY BUSINESS TERMS & DEFINED TERMS.** The key business terms of this Lease and certain of the defined terms used in this Lease are as follows:

1.1 **Base Rent.** The Base Rent for each Lease Year throughout the initial Lease Term, and, to the extent Tenant timely delivers each corresponding Extension Notice in accordance with the terms and conditions of this Lease, each Extension Term, will be equal to the amounts reflected in the following table.

LEASE YEARS (Initial Lease Term)	PRSF BASE RENT	ANNUAL BASE RENT	MONTHLY BASE RENT
1	\$10.00	\$40,000.00	\$3,333.33
2	\$10.30	\$41,200.00	\$3,433.33
3	\$10.61	\$42,436.00	\$3,536.33
4	\$10.93	\$43,709.08	\$3,642.42
5	\$11.26	\$45,020.35	\$3,751.70

LEASE YEAR (First Extension Term)	PRSF BASE RENT	ANNUAL BASE RENT	MONTHLY BASE RENT
6	\$11.59	\$46,370.96	\$3,864.25
7	\$11.94	\$47,762.09	\$3,980.17
8	\$12.30	\$49,194.95	\$4,099.58
9	\$12.67	\$50,670.80	\$4,222.57
10	\$13.05	\$52,190.93	\$4,349.24

LEASE YEAR (Second Extension Term)	PRSF BASE RENT	ANNUAL BASE RENT	MONTHLY BASE RENT
11	\$13.44	\$53,756.66	\$4,479.72
12	\$13.84	\$55,369.35	\$4,614.11
13	\$14.26	\$57,030.44	\$4,752.54
14	\$14.69	\$58,741.35	\$4,895.11
15	\$15.13	\$60,503.59	\$5,041.97

1.2 **Building.** The mixed-use, multi-story building containing the Premises, located at 501 NW 7th Avenue, Fort Lauderdale, Florida 33311, consisting of (a) select ground-floor retail space (which includes the Premises) (collectively, the “**Retail Portion of the Building**”) and (b) multifamily residential units and amenities (collectively, “**MF Portion of the Building**”).

1.3 **Building Standard.** The minimum or exclusive type, brand, grade, or quality of materials, services, charges, or other terms, that Landlord designates from time to time to be used, required, or applied in or for the Building.

1.4 **Delivery Date.** The date Landlord delivers the Premises to Tenant in the condition described under Section 2 of this Lease, which shall occur on or before fifteen (15) days after the Effective Date.

1.5 **Effective Date.** The date Landlord receives a copy of the Lease fully executed by the Parties, without amendment or modification thereto.

1.6 **Landlord's Notice Address.** All notices to Landlord under this Lease must be sent to the following address: West Village LLC, c/o Altis Cardinal, LLC, 901 Ponce de Leon Boulevard, Suite 700, Coral Gables, Florida 33134.

1.7 **Landlord Parties.** Landlord and Landlord's directors, officers, partners, members, shareholders, managers, employees, agents, affiliates, subsidiaries, mortgagee, managing agent, contractors, successors, and assigns.

1.8 **Landlord's Rent Payment Address.** All payments due from Tenant to Landlord under this Lease, including, without limitation, Base Rent and Additional Rent, must be delivered to the following address: West Village LLC, c/o Altis Cardinal, LLC, 901 Ponce de Leon Boulevard, Suite 700, Coral Gables, Florida 33134.

1.9 **Laws.** All federal, state and local laws (including, without limitation, The Americans with Disabilities Act, as amended, and all laws, regulations, and local ordinances relating to the service of alcohol, all as amended or hereinafter amended), codes, zoning restrictions, ordinances, safety requirements, orders, court decisions, rules and regulations of all applicable governmental, quasi-governmental and utility authorities having jurisdiction, as amended and hereinafter amended, regarding the use, maintenance, repair, replacement, operation and activities of or otherwise at the Premises, together with all Matters of Record .

1.10 **Lease Term.** An initial term commencing on the Rent Commencement Date and continuing for five (5) full Lease Years thereafter, as may be extended in accordance with an Extension Term (but only to the extent Tenant timely delivers each corresponding Extension Notice in accordance with the terms and conditions of this Lease), or earlier terminated, all subject to, and in accordance with, the terms, conditions and limitations of this Lease.

1.11 **Lease Year.** The first Lease Year of this Lease will begin on the Rent Commencement Date, but its duration will depend on whether the Rent Commencement Date falls on the first day of the month, or on some other day of the month. If the Rent Commencement Date happens to fall on the first day of a month, the first Lease Year will last exactly one year, and will therefore expire at the end of the twelfth full month after it begins. If the Rent Commencement Date falls on any other day of the month, the first Lease Year will include the first partial month plus the next 12 full months, thereby expiring on the last day of the 12th full month after the month in which the Rent Commencement Date falls. Each Lease Year after the first one will mean the 12 month period beginning on the day immediately following the expiration of the previous Lease Year. Tenant shall pay prorated Rent calculated on a per diem basis for any partial month or Lease Year.

1.12 **Permits.** All consents, licenses, approvals and permits required from any applicable governmental authorities, quasi-governmental authorities or other parties required for Tenant to perform and complete the Tenant Improvements and thereafter operate the Permitted Use at the Premises.

1.13 **Permit Period.** The initial period commencing on the Effective Date and expiring on the date that is the earlier to occur of (a) 90-days after the Effective Date or (b) the date the Building Permit Authority has approved issuance of the Building Permit (irrespective if and when Tenant, or its contractor, actually picks-up said Building Permit), as such initial Permit Period may be extended in accordance with a timely exercised Permit Period Extension Term, all in accordance with, the terms, conditions and limitations of this Lease.

1.14 **Permitted Use.** Subject to the Tenant's compliance with all Laws, receipt of, and thereafter maintaining, all Permits and applicable licenses, compliance with the Rules and Regulations, and otherwise in accordance with the terms and condition so this Lease, Tenant will use the Premises only for the operation of a fully fixtured, and staffed general and administrative offices for the Fort Lauderdale Community Redevelopment Agency or the Permitted Transferee, and otherwise for no other use.

1.15 **Premises.** The Premises is both identified as "RETAIL #2" on, and approximately depicted in, the sketch attached as **EXHIBIT "B"**. Landlord reserves the right to install, maintain, use, repair, and replace pipes, ducts, conduits, risers, chases, wires, and structural elements leading through the Premises in locations that will not materially interfere with Tenant's use of the Premises for the Permitted Use.

1.16 **Prepaid Rent.** The first (as to the initial Lease Term) full month of monthly Base Rent and Additional Rent, totaling \$5,000.00. Tenant covenants and agrees that, on or before the Effective Date, it will deposit the Prepaid Rent with Landlord.

1.17 **Proportionate Share.** Tenant's Proportionate Share shall be calculated by Landlord from time to time by dividing the Rentable Square Feet of the Premises by either (i) the Rentable Square Feet of such Retail Portion of Building as to those

Pass Throughs that relate to, or benefit, exclusively the Retail Portion of Building, initially estimated to be 33.61% as of the Effective Date and (ii) Rentable Square Feet of the Building as to those Pass Throughs that benefit or relate to, or are provided to, both the Retail Portion of Building and the MF Portion of Building, initially estimated to be 1.20% as of the Effective Date. Tenant acknowledges and agrees that, taking into account the mixed-use nature of the Building, and the fact that certain Operating Costs, Real Estate Taxes, Landlord Insurance and/or other costs, expenses and/or fees under this Lease that are passed-through, or otherwise charged to, Tenant based on Tenant's Proportionate Share (collectively, "**Pass Throughs**") may be provided to, calculated based on, or cover, as applicable, all, a portion of and/or no portion of, as applicable, the Retail Portion of the Building and/or the MF Portion of the Building, Tenant acknowledges and agrees that Tenant's Proportionate Share, and the calculation thereof, will change from time to time based on the then applicable Pass Throughs being passed-through to Tenant. Landlord may readjust the Proportionate Share from time to time based on changes in the Rentable Square Feet of the Premises, the Building, the Retail Portion of Building and/or the MF Portion of the Building, subject to the terms of this Lease.

1.18 **Project.** That certain mixed-use project, commonly referred to as "The Adderley", consisting of the parcel of land on which the Building is located (the "**Land**"), together with any other improvements located on the Land, and any Common Areas appurtenant thereto. The Land on which the Project is located is legally described in **EXHIBIT "A"** to this Lease.

1.19 **Rent Commencement Date.** The earlier to occur of (a) 120 days after expiration of the Permit Period or (b) the date Tenant first occupies the Premises.

1.20 **Rentable Square Feet of the Building.** Approximately 332,300 rental square feet.

1.21 **Rentable Square Feet of the MF Portion of the Building.** Approximately 321,000 rental square feet.

1.22 **Rentable Square Feet of the Premises.** Approximately 4,000 rentable square feet.

1.23 **Rentable Square Feet of the Retail Portion of the Building.** Approximately 11,900 rentable square feet.

1.24 **Security Deposit.** Intentionally Omitted.

1.25 **Tenant Improvements.** All leasehold improvements that are necessary for Tenant to construct, open and operate a fully fixtured business at the Premises that is consistent with the Permitted Use.

1.26 **Tenant's Notice Address.** All notices to Tenant under this Lease should be sent to the following addresses:

Fort Lauderdale Community Redevelopment Agency
Attn: Executive Director
501 NW 7th Avenue, Suite "Retail #2"
Fort Lauderdale, Florida 33311

-with a required copy to-

Fort Lauderdale Community Redevelopment Agency
Attn: CRA General Counsel
1 East Broward Boulevard, Suite 1320
Fort Lauderdale, Florida 33301

1.27 **Trade Name.** N/A.

1.28 **Work Letter.** Collectively, the terms, conditions, provisions and limitations applicable to the approval, construction, design, payment, permitting and installation of the Tenant Improvements contained in **EXHIBIT "D"** of this Lease

2. **DELIVERY OF PREMISES.** Landlord will deliver the Premises to Tenant, and Tenant will accept the Premises, on the Delivery Date, in its "AS-IS", "WHERE-IS" condition. Tenant acknowledges and agrees that (a) neither Landlord nor its contractors, professionals, agents or employees have made any representations or warranties as to the condition of the Premises, or any portion thereof, or the suitability or fitness of the Premises for any purpose, (b) neither Landlord nor its contractors, professionals, agents

or employees have agreed to undertake any alterations or construct any improvements to the Premises, (c) Tenant has been advised to satisfy itself regarding the condition of the Premises, including, without limitation, the heating, ventilation and air conditioning systems servicing the Premises, all electrical, fire sprinkler, mechanical, utility and other systems (including the grease trap) servicing the Premises, all structural and non-structural features of the Premises, all environmental matters with respect to the Premises and the present and future suitability of the Premises for the Permitted Use, (d) Tenant has been advised to satisfy itself regarding the Premises' compliance with all Laws, (e) Tenant has had a sufficient opportunity to order, obtain and/or otherwise review all necessary inspections, due diligence, investigations, tests, studies, reports and analysis as it deems necessary with reference to the matters set forth in this Section, is satisfied with reference thereto, and assumes all responsibility therefor as the same relate to Tenant's occupancy and use of the Premises and/or the terms, conditions and obligations of and under this Lease and (f) neither Landlord nor any of its contractors, professionals, agents or employees has made any oral or written representations or warranties regarding said matters or the condition of the Premises, all of such (whether expressed or implied) being disclaimed in full. Tenant will be solely responsible, at its sole cost and expense, for the lawful construction and installation of all Tenant Improvements, all in accordance with the Work Letter.

3. LEASE TERM.

3.1 **Generally.** This Lease shall constitute a legally binding and enforceable agreement as of the Effective Date. Tenant shall have and hold the Premises for the Lease Term. The Lease Term shall commence on the Rent Commencement Date. Landlord shall determine the Rent Commencement Date as provided in the Basic Lease Information and Defined Terms Article of this Lease, and shall notify Tenant of the date so determined. Tenant shall, if Landlord so requests, thereafter execute and return within ten (10) days a letter confirming the Rent Commencement Date and the date the Lease Term shall expire. Any entry into the Premises by Tenant prior to the Rent Commencement Date will be subject to all of the terms and conditions of this Lease

3.2 Options to Extend.

3.2.1 Tenant shall have the option to extend ("**Option(s) to Extend**") the initial Lease Term for a maximum of two (2) successive periods of five (5) Lease Years each (each such five (5) Lease Year period being an "**Extension Term**"), on the same terms and conditions as provided in this Lease, except that, for the Extension Term:

(a) Upon exercise of the second (2nd) Option to Extend, this Lease, as extended, shall not contain any further option to extend or otherwise renew the Lease Term;

(b) If Tenant does not timely exercise an Option to Extend, such Option to Extend, together with any future Option to Extend, shall automatically be deemed waived, void and of no force and effect; and

(c) Landlord shall have no obligation to perform any alterations or tenant improvements or other work in the Premises, or provide any allowances or concessions in lieu thereof, and Tenant shall continue possession of the Premises in its "AS-IS," "WHERE-IS" condition.

3.2.2 The exercise of an Option to Extend set forth in this Section shall only be effective on, and in strict compliance with, the following terms and conditions:

(a) The notice of Tenant's exercise of the Option to Extend (the "**Extension Notice**") shall be given by Tenant to Landlord no later than one hundred eighty (180) days before the expiration date of the then current Lease Term. TIME SHALL BE OF THE ESSENCE AS TO THE EXERCISE OF THE ELECTION BY TENANT UNDER THIS SECTION;

(b) On each of the date Tenant delivers the Extension Notice to Landlord exercising the Extension Term and on the expiration date of the then current Lease Term, this Lease shall be in full force and effect and Tenant shall not be in Default under any of the terms, covenants, and conditions of this Lease; and

(c) The Options to Extend are personal to the original named Tenant and the Permitted Transferee in this Lease and may not be assigned or transferred to, or exercised by, anyone other than such original named Tenant or Permitted Transferee and only while such Tenant or Permitted Transferee is in possession of the entire Premises.

4. RENT.

4.1 The term “**Rent**” when used in this Lease includes Base Rent and all forms of Additional Rent. Subject to budget and appropriation of the governing authority of Tenant, Tenant shall pay Rent to Landlord in lawful United States currency, together with any sales, use, or other tax (excluding state and federal income tax) now or hereafter imposed on any Rent due under this Lease (which taxes shall be paid at the same time each corresponding Rent payment is due). All Base Rent and the Fixed Operating Costs Payment shall be payable in monthly installments, in advance, beginning on the Rent Commencement Date, and continuing on the first day of each and every calendar month thereafter during the Lease Term. Unless otherwise expressly provided, all monetary obligations of Tenant to Landlord under this Lease, of any type or nature, other than Base Rent, shall be “**Additional Rent**”. Except as otherwise provided, all Additional Rent payments (other than the Fixed Operating Costs Payment which are due together with Base Rent) are due ten (10) days after delivery of an invoice. All Rent shall be paid to Landlord without demand, setoff, or deduction whatsoever, except as specifically provided in this Lease, by, at the sole election of Landlord, bank or cashier’s check, wire transfer (via Fedwire), automated clearinghouse (ACH), or electronic funds transfer (EFT) of immediately available funds to Landlord’s Rent Payment Address, or at such other place as Landlord designates in writing to Tenant. Subject to budget and appropriation of the governing authority of Tenant, Tenant’s obligations to pay Rent are covenants independent of the Landlord’s obligations under this Lease. Tenant has advised Landlord that, as of the Effective Date, under current Florida law, Tenant and the Permitted Transferee are, each and together, exempt from the payment of sales tax in connection with the payment of Rent under this Lease and each, as applicable, shall provide a copy of the certificate of such exemption to Landlord within five (5) days after written request by Landlord.

4.1.1 In the event Tenant fails to receive, or is otherwise denied, from or by its governing authority, full budgetary and/or appropriation approval for Tenant’s payment of all Rent obligations under this Lease (“**Budget Approval**”), Tenant shall deliver written notice to Landlord within thirty (30) days of such failure to obtain Budget Approval (“**Budget Denial Notice**”). Landlord may, upon receipt of a Budget Denial Notice, in its sole and unfettered discretion, and so long as Tenant has not since obtained and delivered to Landlord confirmation of Budget Approval, terminate this Lease by providing Tenant no less than thirty (30) days’ prior written notice (“**Early Termination Notice**”) of such early termination date (“**Early Termination Date**”), in which event, effective as of the Early Termination Date (which date would be considered the expiration date of this Lease), (i) Tenant shall surrender the Premises to Landlord in accordance with the terms and conditions of the Lease governing such surrender of the Premises as if such Early Termination Date was the natural expiration or termination date of the Lease, (ii) the Lease will terminate without the necessity of any further notice from either Landlord and Tenant, with Tenant agreeing to join in the execution of an instrument terminating the Lease, which such obligation of Tenant to join in the execution of such instruments shall survive the termination of this Lease, (iii) Rent shall be apportioned and adjusted as of the Early Termination Date and any sums owed to one party by the other based on the outcome of such apportionments and adjustments shall be promptly paid or refunded, as applicable, which such payment and refund obligations imposed on Landlord and Tenant shall survive the termination of this Lease and (iv) neither Landlord nor Tenant shall have any further obligation or liability to the other except as otherwise expressly provided in this Lease, and except for such obligations as by their nature or under the circumstances can only be, or by the provisions of this Lease, may be, performed after such termination, and, in any event, any liability for any payment due under the Lease from Tenant which shall have accrued to, or with respect to any period ending at the time of, such termination of this Lease, shall survive said termination of the Lease.

5. OPERATING COSTS.

5.1 **General.** Tenant shall pay to Landlord, as its fixed contribution towards its Proportionate Share of Operating Costs, a fixed payment of Operating Costs equal to the Fixed Operating Costs Payment, all in accordance with the terms and provisions of Section 5.3.

5.2 **Defined Terms.** The following terms shall have the following definitions:

5.2.1 “**Real Estate Taxes**” shall mean the total of any and all forms of taxes (including ad valorem and non-ad valorem), assessments (whether general or special), license fees, levies, penalties, vault taxes, water and sewer rents and all other impositions, charges and taxes (other than inheritance or estate taxes) of every kind and nature whatsoever, extraordinary as well as ordinary, general and special, foreseen and unforeseen, and all installments thereof (including any interest on amounts which may be paid in installments) which are levied, assessed or imposed by any authority having the direct or indirect power to tax (including any city, county, state or federal government, any agency, department, commission, board, bureau, instrumentality or political subdivision or any school, agricultural, lighting, drainage or other improvement or development district) as against, on, applicable to and/or otherwise allocated against the Project and/or any legal or equitable interest of Landlord in the Project, together with all costs, expenses and fees (including reasonable attorneys’ fees) incurred by, or on behalf of, Landlord or otherwise paid to any consultants, attorneys and/or advisors engaged by, or on behalf of, Landlord in connection with a review, contest or other challenge of the real estate taxes and assessments levied against the Project, which Landlord may pursue in its sole discretion. In addition to the foregoing description of taxes and assessments, should any of the hereinbefore described authorities having jurisdiction over all or any portion of the Project or

Landlord as owner of the Project impose a tax and/or assessment of any kind or nature upon, against, measured by or with respect to the rentals payable by tenants in the Project to Landlord or with respect to the ownership of the land and Buildings comprising the Project by Landlord (or any individual or entity forming Landlord), either by way of substitution for all or any part of the present real estate taxes and assessments, or in addition thereto, or should any other tax be levied against Landlord in substitution in whole or in part for the Real Estate Taxes or otherwise as a result of the ownership of the Project, then such tax and/or assessment shall be deemed to constitute "Real Estate Taxes" for the purposes of this Lease.

5.2.2 "Operating Costs" shall mean the total of all of the assessments, costs, expenses, fees and/or payments incurred by, or on behalf of, Landlord relating or allocated to the ownership, use, operation, maintenance, repair and replacement of, and the services provided to, all, or any portion of, the Project (including Pass Throughs).

5.3 Fixed Operating Costs Payment.

5.3.1 **Payment.** From and after the Rent Commencement Date, for the first Lease Year of the initial Lease Term, Tenant will pay to Landlord a fixed annual payment of \$5.00 per Rentable Square Feet of the Premises (or, expressed otherwise, \$1,666.67 per month) as its contribution to its Proportionate Share of Operating Costs ("**Fixed Operating Costs Payment**"). Commencing on the first day of the second Lease Year, and on the first day of each subsequent Lease Year occurring during the Lease Term (including, to the extent Tenant timely delivers each corresponding Extension Notice in accordance with the terms and conditions of this Lease, each Extension Term), the Fixed Operating Costs Payment for each Lease Year (and correlating monthly Fixed Operating Costs Payment), shall automatically increase by three percent (3.00%) over the Fixed Operating Costs Payment (and correlating monthly Fixed Operating Costs Payment) for the immediately preceding Lease Year.

5.3.2 **Generally.** From and after the Rent Commencement Date and, thereafter, during the Lease Term, Tenant covenants and agrees to pay such Fixed Operating Costs Payment to Landlord in equal monthly installments, simultaneously with Tenant's payment to Landlord of monthly Base Rent. During the Lease Term, except for the Fixed Operating Costs Payment, Tenant shall have no other obligation to contribute towards Operating Costs. The Fixed Operating Costs Payment shall be paid without notice, demand, abatement, deduction or set-off, except to the extent otherwise expressly provided in this Lease, and, otherwise, shall not be subject to reconciliation, annual statements and/or any audit, or otherwise subject to any readjustment by reason of any change to the calculation of Tenant's Proportionate Share.

6. USE OF THE PREMISES/CONDUCT OF BUSINESS OPERATIONS.

6.1 **General.** From and after the Rent Commencement Date and thereafter during the Lease Term, Tenant agrees to use the Premises exclusively for the Permitted Use, and for no other use whatsoever, whether incidental or otherwise. Tenant will conduct its operations in the Premises under the Trade Name, or such other trade name as Landlord may approve, which approval will not be unreasonably withheld, provided such trade name will not conflict with the trade names of any other tenants of the Project, is consistent with the Permitted Use and is otherwise in compliance with Laws. Tenant will maintain the Premises and operate in a manner consistent with other first-class projects of this nature. In connection with Tenant's operation of the Permitted Use from the Premises, Tenant covenants to operate such Permitted Use in a manner so that (a) no music, speakers, public address system, sounds, lights or other noises (collectively, "**Sound Transmission**") shall emanate or otherwise be audible outside the Premises, or within any other portion of the Building (whether adjacent to the Premises or otherwise), (b) no equipment, objects or other instruments used in connection with such operation of the Permitted Use are placed or otherwise thrown against any walls of the Premises, (c) no shaking or other vibrations shall emanate on or through any of the walls of the Premises (the items described in subsections (b) and (c) being collectively referred to as "**Vibration Transmission**") and no smoke, ash, contaminants, fumes, particles or other odors arising in connection with the Permitted Use shall be transmitted and/or otherwise dispersed to any other portion of the Building (whether directly or indirectly, and in any event regardless of method of such transmission (i.e. ventilation systems, heating and air-conditioning systems, etc.) (collectively, "**Fumes Transmission**"). If Tenant's operation of the Permitted Use shall (i) interfere with or otherwise cause the Landlord to be in breach of its obligations relating to the right of quiet enjoyment of other tenants or occupants in the Project, (ii) result in any Sound Transmission to emanate or otherwise be audible outside of the Premises or within any other portion of the Building, (iii) result in any Vibration Transmission to emanate on or through any walls of the Premises and/or (iv) result in transmission or other dispersion of Fumes Transmission into other portions of the Building, in addition to all other rights and remedies available to Landlord under this Lease (the events described in subsections (i), (ii), (iii) and (iv) being each referred to as a "**Disturbance**"), Tenant shall immediately, upon its receipt of notice from Landlord as to any such violation, and at its sole cost and expense, take all necessary actions to remedy such Disturbance (which would include, without limitation, the installation of soundproofing materials and ventilation systems approved in advance by Landlord).

6.2 **Rules and Regulations.** Tenant shall conform to the Rules and Regulations. “**Rules and Regulations**” shall mean the rules and regulations for the Project promulgated by Landlord from time to time. The Rules and Regulations which apply as of the Effective Date are attached as **EXHIBIT "C"**, which initial, and any subsequent, Rules and Regulations may be amended, modified and supplemented by Landlord from time to time, in Landlord’s sole discretion.

7. **ASSIGNMENT OR SUBLETTING.**

7.1 **General; Definition of Transfer.** Neither Tenant nor Tenant’s legal representatives or successors in interest by operation of law or otherwise shall transfer this Lease except as provided in this Article. For purposes of this Article, a “transfer” shall mean any of the following: (a) an assignment of this Lease; (b) a collateral assignment, mortgage, or other encumbrance involving this Lease; (c) a sublease, license agreement, or other agreement permitting all or any portion of the Premises to be used by others; (d) a change or conversion in the form of entity of Tenant or any transferee or any entity controlling any of them which has the effect of limiting the liability of any of the partners, members, or other owners of the entity; or (e) any transfer of direct or indirect control of Tenant, which shall be defined as any issuance or transfer of stock in any corporate tenant or subtenant or any interest in any non-corporation entity tenant or subtenant, by sale, exchange, merger, consolidation, operation of law, or otherwise, or creation of new stock or interests, by which an aggregate of fifty percent (50%) or more of Tenant’s stock or equity interests shall be vested in one or more parties who are not stockholders or interest holders as of the Effective Date, or any transfer of the power to direct the operations of any entity (by equity ownership, contract, or otherwise), to one or more parties who are not stockholders or interest holders as of the Effective Date, however accomplished, and whether in a single transaction or in a series of related or unrelated transactions. This Section shall not apply to sales of stock by persons other than those deemed “insiders” within the meaning of the Securities Exchange Act of 1934 as amended, which sales are effected through any recognized securities exchange. Any modification or amendment to any sublease of any portion of the Premises shall be deemed a further sublease of this Lease. As used in this Article, the term “transferee” shall include any assignee or subtenant of Tenant or any other party involved in any of the other transactions or events constituting a transfer.

7.2 **Request for Consent.** If Tenant requests Landlord's consent to a transfer, it shall submit in writing to Landlord, not later than 30 days before any anticipated transfer, (a) the name and address of the proposed transferee, (b) a duly executed counterpart of the proposed transfer agreement, (c) reasonably satisfactory information as to the nature and character of the business of the proposed transferee, as to the nature and character of its proposed use of the space, and otherwise responsive to the criteria set forth in Section 7.4 below, and (d) banking, financial, or other credit information and statements relating to the proposed transferee reasonably sufficient to enable Landlord to determine the financial responsibility and character of the proposed transferee, including balance sheets and profit and loss statements for the transferee covering the three years before the transfer, certified by the transferee, and a list of personal, banking, business, and credit references for the transferee.

7.3 **Recapture.** If Tenant proposes to effectuate a transfer (“**Tenant’s Transfer Request**”), Landlord shall have the option to be exercised within 30 days from submission of Tenant’s Transfer Request in which to, upon written notice to Tenant (“**Landlord's Recapture Notice**”), cancel and terminate this Lease upon 30 days’ notice to Tenant (“**Landlord’s Recapture Option**”). Subject to Tenant's Withdrawal Option (as set forth below), in the event Landlord timely delivers Landlord’s Recapture Notice to Tenant in accordance with this subsection, each of Landlord and Tenant shall be deemed to be fully released from all obligations under this Lease as of the date Landlord elects to recapture the Premises and thereafter this Lease shall be deemed to be null, void, and of no further force and effect, excepting in each case, however, those provisions and obligations that, pursuant to the express terms of this Lease, survive the expiration or termination of the Lease. Notwithstanding the foregoing, Tenant may elect to, at Tenant’s option, within five (5) days of Tenant’s receipt of Landlord’s Recapture Notice, and upon written notice to Landlord, rescind Tenant's Transfer Request (“**Tenant's Withdrawal Option**”), and this Lease shall remain in full force and effect and Landlord shall not be entitled to recapture the Premises as set forth in this subsection.

7.4 **Reasonable Consent.** If Landlord does not elect the option to recapture the Premises in accordance with Section 7.3, Landlord shall thereafter not unreasonably withhold or delay its consent to a proposed transfer. It shall be deemed reasonable for Landlord to withhold consent to any proposed transfer if any of the following conditions have not been established to Landlord’s satisfaction: (a) The proposed transferee has sufficient financial wherewithal to discharge its obligations under this Lease as determined by Landlord’s criteria for selecting Project tenants and has a tangible net worth, experience, and reputation that is not less than the tangible net worth, experience, and reputation of Tenant on the Effective Date or the date of the transfer, whichever is greater; (b) The proposed use of the Premises by the proposed transferee will be the Permitted Use and not prohibited by the Rules and Regulations, and will not violate any restrictive covenants, exclusive use provisions or Restricted Uses applicable to Landlord or the Project, cause a violation of another lease for space in the Project, or give an occupant of the Project a right to cancel its lease; (c) The proposed transferee shall not be any person or entity who shall at that time be a tenant, subtenant, or other occupant of any part of the Project, or an affiliate of any of them, or who dealt with Landlord or Landlord’s agent (directly or through a broker) as to space in the Project during the six

months immediately preceding Tenant's request for Landlord's consent; (d) Any mortgagee of the Project will consent to the proposed transfer if such consent is required under the relevant loan documents; (e) The proposed use of the Premises will not materially increase the Operating Costs for the Project or the burden on Project services, or generate excessive foot traffic, parking usage, or security concerns in the Project, or compromise or reduce the comfort or safety, or both, of Landlord and the other occupants of the Project; (f) There shall be no default by Tenant, beyond any applicable grace period, under any of the terms, covenants, and conditions of this Lease at the time that Landlord's consent to a transfer is requested and on the date of the commencement of the term of the proposed transfer; and (g) If the resulting tenant entity does not have equal or greater tangible net worth and creditworthiness as Tenant as of the Effective Date or the date of transfer, whichever is greater, Landlord, at its option, may approve the transfer subject to an increase in the Security Deposit, or receipt of new personal guarantees acceptable to Landlord, or both. Tenant acknowledges that the foregoing is not intended to be an exclusive list of the reasons for which Landlord may reasonably withhold its consent to a proposed transfer.

7.5 Tenant's Remedies. Tenant waives any remedy for money damages (nor shall Tenant claim any money damages by way of setoff, counterclaim, or defense) based on any claim that Landlord has unreasonably withheld, delayed, or conditioned its consent to a proposed transfer under this Lease. Tenant's sole remedy in such an event shall be to institute an action or proceeding seeking specific performance, injunctive relief, or declaratory judgment.

7.6 Transfer Documents. In the event a transfer is a sublease, any such sublease shall provide that: (a) the subtenant shall comply with all applicable terms and conditions of this Lease to be performed by Tenant; (b) the sublease is expressly subject to all of the terms and provisions of this Lease; and (c) unless Landlord elects otherwise, the sublease will not survive a termination of this Lease (whether voluntary or involuntary) or resumption of possession of the Premises by Landlord following a default by Tenant. The sublease shall further provide that if Landlord elects that the sublease shall survive a termination of this Lease or resumption of possession of the Premises by Landlord following a default by Tenant, the subtenant will, at the election of Landlord, attorn to Landlord and continue to perform its obligations under its sublease as if this Lease had not been terminated and the sublease were a direct lease between Landlord and the subtenant. Any assignment of lease shall contain an assumption by the assignee of all of the obligations of Tenant under this Lease.

7.7 No Advertising. Tenant shall not advertise its space for sublease at a rental rate lower than the greater of the then Project rental rate for the space or the rental rate then being paid by Tenant to Landlord.

7.8 Consideration for Consent. If Tenant effects any transfer, then Tenant shall pay to Landlord a sum equal to 50.00% of (a) the net Rent or other consideration paid to Tenant by any transferee that is in excess of the Rent then being paid by Tenant to Landlord under this Lease for the portion of the Premises so transferred (on a prorated, square footage basis), and (b) any other profit or gain realized by Tenant from the transfer. The net Rent or other consideration paid to Tenant as provided in subsection (a) and the profit or gain as provided in subsection (b) shall be calculated by deducting from the gross Rent or other consideration or profit or gain reasonable and customary real estate brokerage commissions actually paid by Tenant to unaffiliated third parties, tenant improvement allowances, Rent concessions, the actual cost of improvements to the Premises made by Tenant for the transferee (but only to the extent such improvements are made in accordance with this Lease), and other direct out-of-pocket costs actually paid by Tenant in connection with the transfer (as long as the costs are commercially reasonable and are commonly incurred by landlords in leasing similar space). Should the transaction involving an assignment of Tenant's interest under this Lease be a sale of multiple assets of Tenant, Landlord shall not be bound by any allocation of the purchase price for such assets which may be included in an agreement between Tenant and the transferee. Rather, the profit or gain on the transfer of Tenant's interest under this Lease as defined in subsection (b) above shall be the fair market value of Tenant's interest under this Lease as of the date of the transfer less the costs of the transaction as generally described above. Upon reasonable notice, Landlord shall have the right to audit Tenant's books and records to determine the amount payable to Landlord under this Section. All sums payable by Tenant under this Section shall be payable to Landlord immediately on receipt by Tenant.

7.9 Acceptance of Payments. If this Lease is nevertheless assigned, or the Premises are sublet or occupied by anyone other than Tenant, Landlord may accept Rent from the assignee, subtenant, or occupant and apply the net amount received to the Rent reserved in this Lease, but no such assignment, subletting, occupancy, or acceptance of Rent shall be deemed a waiver of the requirement for Landlord's consent as contained in this Article or constitute a novation or otherwise release Tenant from its obligations under this Lease.

7.10 Continuing Liability. Notwithstanding anything contained in this Lease to the contrary, except as provided in Section 7.3 in accordance with a recapture, no transfer (including any transfer for which Landlord may provide its consent to) shall operate to relieve the initial Tenant and/or initial Guarantor (together with each of their respective successors and/or assigns), from continuing primary liability during the Lease Term (including any and all future renewals or extensions thereof) for the performance

and payment of Tenant's obligations under this Lease. The joint and several liability of Tenant, any Guarantor, and any immediate and remote successor in interest of Tenant (by assignment or otherwise), and the due performance of the obligations of this Lease on Tenant's part to be performed or observed, shall not in any way be discharged, released, or impaired by any (a) agreement that modifies any of the rights or obligations of the parties under this Lease, (b) stipulation that extends the time within which an obligation under this Lease is to be performed, (c) waiver of the performance of an obligation required under this Lease, or (d) failure to enforce any of the obligations set forth in this Lease.

7.11 **Administrative Fee.** Tenant shall pay to Landlord, on demand, an administrative fee of \$1,500.00, plus all reasonable attorneys' fees and actual costs associated with Landlord's consideration of Tenant's transfer request and the review and preparation of all documents associated therewith, regardless if any such transfer, assignment, sublease, or recapture right is or is not consummated or exercised.

7.12 **Landlord Transfer.** Landlord may assign or encumber its interest under this Lease. If any portion of the Premises is sold, transferred, or leased, or if Landlord's interest in any underlying lease of the Premises is transferred or sold, Landlord shall be relieved of all existing and future obligations and liabilities under this Lease, provided that the purchaser, transferee, or tenant of the Premises assumes in writing those obligations and liabilities.

7.13 **Permitted Transfer.** Notwithstanding any Landlord consent or approval rights under this Article 7 to the contrary, provided the Permitted Transfer Conditions (as herein defined) are satisfied and otherwise pursuant to the terms and conditions of this Lease, Landlord's consent shall not be necessary for any assignment, subletting or other transfer by Tenant to the City of Fort Lauderdale (a "**Permitted Transfer**", with the resulting transferee being the "**Permitted Transferee**"). For purposes of this Section 7.13, the following shall collectively be referred to as the "**Permitted Transfer Conditions**":

(a) No such Permitted Transfer shall result in the subdivision of the Premises or more than one (1) occupant (whether one (1) assignee or one (1) subtenant) of the Premises;

(b) The Permitted Transferee must expressly assume in a written instrument delivered to and acceptable by Landlord all the liabilities, responsibilities and obligations of Tenant under the Lease; and

(c) Tenant must provide Landlord with at least thirty (30) days' prior notice of Tenant's intent to effectuate a Permitted Transfer ("**Permitted Transfer Notice**"), together with reasonably sufficient documentation verifying, and a representation by Tenant and Permitted Transferee certifying, that all of the Permitted Transfer Conditions have been satisfied.

In furtherance of the foregoing, Landlord shall not charge an administrative fee or other related charge, and no security deposit or corporate guaranty shall be required, in connection with a Permitted Transfer.

8. **INSURANCE.**

8.1 **Tenant's Insurance.** Landlord acknowledges the Tenant's right of sovereign immunity as provided by F.S. 768.28, and that the Tenant is self-insured for general liability under state law with coverage limits of \$200,000 per person and \$300,000 per occurrence, or such monetary wavier limits that may change and be set forth by the legislature. The Tenant shall maintain at its own expense and keep in effect during the full term of the Lease, self-insurance under a Risk Management Program in accordance with F.S. 768.28 for General Liability, and Workers' Compensation including Employer's Liability (with benefits in accordance with F.S. Chapter 440) coverage. The Tenant will provide a letter of self-insurance for general liability as prescribed under F.S. 768.28.

8.2 If Tenant should choose not to self-insure, as provided by F.S. 768.28, then Tenant shall, during the entire term hereof, and any renewal of this Lease then Tenant shall obtain and keep in full force and effect the following insurance coverages: (i) commercial general liability insurance, including contractual liability, on an occurrence basis, on the then most current Insurance Services Office ("**ISO**") form or its equivalent in the minimum amounts of \$2,000,000.00 million per occurrence, \$4,000,000.00 million general aggregate, including Designated Location(s) General Aggregate Limit; (ii) commercial automobile liability insurance, on an occurrence basis on the then most current ISO form, including coverage for owned, non-owned, leased, and hired automobiles, in the minimum amount of \$4,000,000.00 million combined single limit for bodily injury and property damage; (iii) excess liability insurance as to the commercial general liability, commercial automobile liability, and employers' liability policies in the minimum amount of \$5,000,000.00 million which shall be excess over and no less broad than the underlying coverages; (iv) Causes of Loss -- Special Form property insurance (ISO CP 10 30 or equivalent) and windstorm insurance, in an amount adequate to cover 100% of the replacement

costs, without co-insurance, of all of Tenant's property at the Premises; (v) workers' compensation insurance and employer's liability insurance; (vi) business income and extra expense insurance covering the risks to be insured by the property insurance described above, on an actual loss sustained basis, but in all events in an amount sufficient to prevent Tenant from being a co-insurer of any loss covered under the applicable policy or policies, including income coverage for a minimum 12 month period; and (vii) such other insurance as may be reasonably required by Landlord. Tenant's insurance shall provide primary and non-contributory coverage to Landlord and the Landlord Parties when any policy issued to, or any self-insured program of, any Landlord Parties provides duplicate or similar coverage. Tenant's insurance shall include a Primary and Non-Contributory endorsement (ISO CG 20 01 04 13 or equivalent). Tenant's commercial general liability, commercial automobile liability and liquor liability policies may not have any self-insured retentions. The coverage limits provided in this Lease will not limit Tenant's liability to Landlord under this Lease. Notwithstanding the coverage limits listed above, if Tenant carries insurance coverage with limits higher than the limits required in this Lease, the additional insureds required under this Lease will each be an additional insured as to the full coverage limits actually carried by Tenant.

8.3 **Insurance Requirements.** All insurance policies shall be written with insurance companies acceptable to Landlord having coverage limits required by this Article, and having a policyholder rating of at least "A-" and a financial size category of at least "Class XII" as rated in the most recent edition of "Best's Key Rating Guide" for insurance companies. The commercial general liability, commercial automobile liability, liquor liability and excess liability insurance policies shall name the Landlord Parties as additional insureds (on ISO CG 20 11 04 13 or equivalent for the commercial general liability policy) and require prior notice of cancellation to be delivered in writing to Landlord within the time period applicable to the first named insured. The commercial general liability, commercial automobile liability, and excess liability policies shall include an unmodified Separation of Insureds provision. The following exclusions/limitations or their equivalent(s) are prohibited: Contractual Liability Limitation CG 21 39; Amendment of Insured Contract Definition CG 24 26; any endorsement modifying the Employer's Liability exclusion or deleting the exception to it; any "Insured vs. Insured" exclusion except Named Insured vs. Named Insured; and any Punitive, Exemplary, or Multiplied Damages exclusion. Tenant shall furnish evidence that it maintains all insurance coverages required under this Lease (ACORD 25 for liability insurance and the ACORD 28 for Commercial Property Insurance, with copies of declaration pages, schedule of forms, and endorsement pages for each required policy) at least ten (10) days before entering the Premises for any reason. The ACORD 25 Form Certificate of Insurance for the liability insurance policies shall specify the policy form number and edition date and shall have attached to it a copy of the additional insureds endorsement listing the Landlord Parties. Coverage amounts for the liability insurance may be increased periodically in accordance with industry standards for similar properties.

8.4 **Waiver of Subrogation.** Except as otherwise provided in the penultimate sentence of this Section, Landlord and Tenant each expressly, knowingly, and voluntarily waive and release their respective rights of recovery that they may have against the other or the other's Parties and against every other tenant in the Project who shall have executed a waiver similar to this one for loss or damage to its property, and property of third parties in the care, custody, and control of Tenant, and loss of business (specifically including loss of Rent by Landlord and business interruption by Tenant) directly or by way of subrogation or otherwise as a result of the acts or omissions of the other party or the other party's Parties (specifically including the negligence of either party or its Parties and the intentional misconduct of the Parties of either party), to the extent any such claims are covered under a so-called "special perils" or "Causes of Loss -- Special Form" property insurance policy including windstorm coverage or under a so-called "contents" insurance policy (whether or not actually carried). Tenant assumes all risk of damage to and loss of Tenant's property wherever located, including any loss or damage caused by water leakage, fire, windstorm, explosion, theft, act of any other tenant, or from any other cause. Landlord and Tenant shall each, on or before the earlier of the Rent Commencement Date or the date on which Tenant first enters the Premises for any purpose, obtain and keep in full force and effect at all times thereafter a waiver of subrogation from its insurer concerning the commercial general liability, commercial automobile liability, workers' compensation, employer's liability, property, rental income, and business interruption insurance maintained by it for the Project and the property located in the Premises. The release by Landlord in favor of Tenant shall not apply, and shall be void and of no force or effect, if Landlord's insurance coverage is denied, invalidated, or nullified by reason of any act or failure to act of any of the Tenant and/or the Tenant's directors, officers, partners, members, shareholders, managers, employees, agents, contractors, , subtenants, licensees, guests, and invitees (collectively, "**Tenant Parties**"). This Section shall control over any other provisions of this Lease in conflict with it and shall survive the expiration or sooner termination of this Lease.

9. **DEFAULT.**

9.1 **Events of Default.** Each of the following shall be an event of default ("**Default**") by Tenant under this Lease:

9.1.1 Tenant fails to timely make any Rent payment due under this Lease when due, which failure continues for forty-five (45) days after notice from Landlord to Tenant; or

9.1.2 Tenant has its leasehold estate taken upon execution against Tenant, files an application seeking relief as a debtor under the Bankruptcy Code, state insolvency or similar laws, is adjudged bankrupt, makes an assignment for the benefit of Tenant's creditors and/or has any receiver appointed in any proceeding against Tenant and fails to have that receiver discharged within 30 days after appointment; or

9.1.3 Tenant abandons the Premises; or

9.1.4 Tenant fails to furnish or otherwise maintain any insurance coverage required to be procured by Tenant under Article 8 hereof; or

9.1.5 Tenant violates Article 7 respecting a transfer of, or under, the Lease and/or Premises; or

9.1.6 Except for those matters described in Sections 9.1.1 through 9.1.5 above of which this Section 9.1.6 shall not apply, Tenant fails to observe or perform any other term or condition of this Lease unless such failure is cured within 30 days following notice (provided, if the nature of Tenant's failure is such that more time is reasonably required in order to cure, Tenant shall not be in Default if Tenant commences to cure promptly within such initial 30 day period, diligently seeks and keeps Landlord reasonably advised of efforts to cure such failure to completion, and completes such cure within, 90 days following Landlord's notice).

9.2 **Right of Re-Entry.** Landlord, in its sole discretion and only after an uncured Default, may re-enter and take possession of the Premises with or without terminating this Lease. No re-entry or taking possession of the Premises by Landlord will (a) constitute a forfeiture of any Rents payable by, or a waiver of any obligations of, Tenant under this Lease, or (b) be construed as an election on Landlord's part to accept a surrender of the Premises unless written notice of such intention is given by Landlord to Tenant. In the event of such re-entry, Landlord will have the right, but not the obligation, to re-lease all or a portion of the Premises for such periods of time, at such rental rates, for such uses and upon such other terms and conditions as Landlord may elect in its sole discretion. If Landlord re-leases all or a portion of the Premises, then Landlord will apply the net rent actually received by Landlord from such re-letting first to the payment of Landlord's Costs of Reletting, then to the payment of all costs and expenses (including reasonable attorneys' fees) of enforcing this Lease against Tenant or any Guarantor under this Lease and then to the payment of all interest and service charges accruing hereunder. The balance, if any, will be applied by Landlord, from time to time, toward the Rent due and payable by Tenant under this Lease, with the right reserved to Landlord to bring such action or proceedings for the recovery of any deficiency remaining unpaid from time to time without the obligation to await the end of the Term for the final determination of Tenant's total remaining obligations under this Lease. The failure of Landlord to re-let any portion of the Premises or, if Landlord re-lets any portion of the Premises, the failure of Landlord to collect any rent from such re-letting, will not release, limit or otherwise affect any of Tenant's obligations under this Lease. Landlord may make such improvements, alterations and repairs in or to the Premises as Landlord, in its sole discretion, deems necessary or desirable for the purpose of re-letting the Premises and the same will not release, limit or otherwise affect any of Tenant's obligations under this Lease.

9.3 **Right to Remove Property.** If Landlord re-enters the Premises under this Lease, Landlord may remove, sell, dispose of and/or store Tenant's Property at the sole risk, cost and expense of Tenant, and Landlord will in no event be responsible for safekeeping any of Tenant's Property and the proceeds of any such sale or other disposition will belong to Landlord. Within ten (10) days of demand by Landlord, Tenant will pay to Landlord, as Additional Rent, all costs and expenses incurred by Landlord in connection with such removal or storage of Tenant's Property.

9.4 **Landlord's Right to Perform.** If Tenant defaults in its payment or performance of any obligation under this Lease, Landlord will have the right (in its sole discretion), but not the obligation, to make such payment or perform such other obligation on behalf of Tenant, without waiving or releasing Tenant from any obligation under this Lease. Within ten (10) days of demand by Landlord, Tenant will pay to Landlord, as Additional Rent, all payments made by Landlord on behalf of Tenant, and all costs and expenses (including attorneys' fees) incurred by Landlord on behalf of Tenant, together with interest thereon at the rate provided for in Section 9.7 hereof from the date such sums were paid by Landlord through the date of repayment by Tenant.

9.5 **Miscellaneous Default Matters.**

9.5.1 Landlord's acceptance of Rent hereunder shall not be construed to be a waiver of any breach by Tenant of any term, covenant or condition of this Lease. Landlord may bring suit for amounts owed by Tenant hereunder or any portions thereof, as the same accrue or after the same have accrued, and no suit or recovery of any portion due hereunder shall be deemed a waiver of Landlord's right to collect all amounts to which Landlord is entitled hereunder, nor shall the same serve as any defense to any

subsequent suit brought for any amount not therefore reduced to judgment. Landlord may pursue one or more remedies against Tenant and need not make an election of remedies until findings of fact are made by a court of competent jurisdiction.

9.5.2 No reference to any specific right or remedy in this Lease shall preclude Landlord from exercising any other right, having any other remedy, or maintaining any action to which it may otherwise be entitled under this Lease, at law or in equity. Additionally, no provision of this Lease, or the breach of any such provision, shall be deemed waived by Landlord unless specifically waived in a writing executed by an authorized officer of Landlord. Furthermore, no waiver of a breach shall be deemed to be a waiver of any subsequent breach of the same provision, or of the provision itself, or of any other provision.

9.5.3 In the event of a Default, Tenant shall also be liable for and shall pay to Landlord, on demand and in addition to amounts provided to be paid above, all brokerage fees and commissions, advertising and marketing costs, attorney's fees, allowances and economic incentives incurred or otherwise given by Landlord in connection with reletting the whole or any part of the Premises, the costs of removing and, to the extent elected by Landlord, storing Tenant's or other occupant's furniture, fixtures, machinery, equipment, inventory, signage and other property, the costs of cleaning, repairing, altering, remodeling or otherwise putting the Premises into condition acceptable to a replacement tenant(s), and all other reasonable expenses incurred by Landlord, including, without limitation, reasonable attorneys' fees (collectively, "**Costs of Reletting**").

9.5.4 If Landlord files any suit, action or proceeding arising out or relating to this Lease, the Premises or the Building (including (a) the enforcement or interpretation of either party's rights or obligations under this Lease whether in contract, tort, or both, or (b) the declaration of any rights or obligations under this Lease), and Landlord is the prevailing party, as determined by the court, Landlord will be entitled to recover from Tenant reasonable attorneys' fees and costs. In addition, if Landlord (i) becomes a party to any suit, action or proceeding involving this Lease, the Premises or the Building, other than a suit, action or proceeding between Landlord and Tenant, (ii) engages counsel to collect any amounts owed by Tenant under this Lease, or (iii) engages counsel to enforce the performance of any obligations of Tenant under this Lease, without commencing a suit, action or proceeding, then Tenant will, within ten (10) days of written demand by Landlord, pay to Landlord all reasonable attorneys' fees and costs incurred by Landlord in connection therewith. All references in this Lease to attorneys' fees will also be deemed to include fees of all legal assistants, fees of the in-house legal staff of Landlord or Tenant, as applicable, and will include all fees incurred through all post-judgment and appellate levels. If Tenant is the prevailing party in any suit, action or proceeding arising out of or relating to this Lease, the Premises or the Building, and if the Tenant is the prevailing party, the Tenant shall be entitled to recover Tenant's reasonable attorney's fees and costs.

9.6.5 **Late Charges, Interest, and Bad Checks.** If any payment due Landlord shall not be paid within forty-five (45) days of the date when due, Tenant shall pay, in addition to the payment then due, an administrative charge equal to the greater of (a) five percent (5.00%) of the past due payment; or (b) \$500. All payments due Landlord shall bear interest at the lesser of: (a) eighteen percent (18.00%) per annum, or (b) the highest rate of interest permitted to be charged by applicable law, accruing from the date the obligation arose through the date payment is actually received by Landlord, including after the date of any judgment against Tenant. If any check given to Landlord for any payment is dishonored for any reason whatsoever not attributable to Landlord, in addition to all other remedies available to Landlord, upon demand, Tenant will reimburse Landlord for all insufficient funds, bank, or returned check fees, plus an administrative fee not to exceed the maximum amount prescribed by law. In addition, Landlord may require all future payments from Tenant to be made by ACH payments, or by Federal Reserve wire transfer to Landlord's account.

9.6 **Limitations.** None of the Landlord Parties shall ever have any personal liability to Tenant. No person holding Landlord's interest shall have any liability after such person ceases to hold such interest, except for any liability accruing while such person held such interest. **TENANT SHALL LOOK SOLELY TO LANDLORD'S ESTATE AND INTEREST IN THE BUILDING FOR THE SATISFACTION OF ANY CLAIMS BY TENANT OF ANY KIND WHATSOEVER ARISING FROM THE RELATIONSHIP BETWEEN THE PARTIES OR ANY RIGHTS AND OBLIGATIONS THEY MAY HAVE RELATING TO THE PROJECT, THIS LEASE, OR ANYTHING RELATED TO EITHER, AND NO OTHER ASSETS OF LANDLORD SHALL BE SUBJECT TO LEVY, EXECUTION, OR OTHER ENFORCEMENT PROCEDURE FOR THE SATISFACTION OF TENANT'S RIGHTS OR REMEDIES, OR ANY OTHER LIABILITY OF LANDLORD TO TENANT OF WHATEVER KIND OR NATURE.** No act or omission of Landlord or its agents shall constitute an actual or constructive eviction of Tenant or a default by Landlord as to any of its obligations under this Lease unless Landlord shall have first received written notice from Tenant of the claimed default and shall have failed to cure it after having been afforded reasonable time in which to do so, which in no event shall be less than 30 days. Landlord and Tenant waive all rights either may have to consequential damages, lost profits, punitive damages, or special damages of any kind.

10. ALTERATIONS.

10.1 “**Alterations**” shall mean any alteration, addition, or improvement in or on or to the Premises of any kind or nature, including any Tenant Improvements and any other improvements made before Tenant’s occupancy of the Premises. Tenant shall not make, or cause or permit to be made, any Alterations without the prior written consent of Landlord, which consent may be withheld or conditioned in Landlord’s sole discretion. However, Landlord will not unreasonably withhold or delay consent to non-structural interior Alterations, provided that they do not involve demolition of improvements, affect utility services or Building systems, are not visible from outside the Premises, do not affect Landlord’s insurance coverages for the Project, do not require a building permit, and do not require other alterations, additions, or improvements to areas outside the Premises. Tenant’s Alterations shall comply with applicable Laws and conform to Landlord’s finish quality standards. Tenant shall reimburse Landlord, on demand, for the actual out-of-pocket costs for the services of any third party employed by Landlord to review or prepare any Alteration-related plan or other document for which Landlord’s consent or approval is required. Landlord, or its agent or contractor, may supervise the performance of any Alterations, and, if so, Tenant shall pay to Landlord an amount equal to five percent (5%) of the cost of the work, as a supervisory fee. All Alterations by Tenant shall conform to Landlord’s Sustainability Guidelines and any specific requirements set forth in this Lease, and Tenant shall pursue proven resource efficiency measures in the design of any Alterations, including those related to lighting and daylighting, window shading, equipment and lighting control, plumbing fixture efficiency, and specification of office and kitchen equipment. Except for work to be performed by Landlord, before any Alterations are undertaken by or on behalf of Tenant, Tenant shall obtain Landlord’s approval of all contractors performing such Alterations, and shall deliver to Landlord any governmental permit required for the Alterations and shall require any contractor performing work on the Premises to obtain and maintain, at no expense to Landlord, workers’ compensation and employer’s liability insurance, builder’s risk insurance in the amount of the replacement cost of the applicable Alterations (or such other amount reasonably required by Landlord), commercial general liability insurance, written on an occurrence basis with minimum limits of \$2,000,000.00 per occurrence limit, \$4,000,000.00 general aggregate limit, \$2,000,000.00 personal and advertising limit, and \$2,000,000.00 products/completed operations limit (including contractual liability, broad form property damage and contractor’s protective liability coverage); commercial automobile liability insurance, on an occurrence basis on the then most current ISO form, including coverage for owned, non-owned, leased, and hired automobiles, in the minimum amount of \$2,000,000.00 combined single limit for bodily injury and property damage; and excess liability insurance in the minimum amount of \$5,000,000.00. Contractor’s insurance shall contain an endorsement insuring the Landlord Parties as additional insureds and shall be primary and non-contributory over any other coverage available to the Landlord. The contractor’s insurance shall also comply with the requirement of the Insurance Article. All Alterations by Tenant shall also comply with Landlord’s rules and requirements for contractors performing work in the Project.

10.2 Prior to the commencement of any Tenant Alterations or other work to the Premises, Tenant will file, or cause to be filed, a payment and performance bond with a surety insurer authorized to do business in the State of Florida as surety in compliance with Section 255.05, Florida Statutes.

10.3 Tenant covenants that it will close out (or otherwise cause to be closed out) all permits related to any Tenant Alterations or other work with respect to the Premises no later than that date that is ten (10) business days after the first to occur of the abandonment or completion of performance of any such Tenant Alterations or other work.

10.4 All contractors (including, without limitation, any subcontractors, laborers or materialmen) performing any Tenant related construction, maintenance, repairs, alterations, modifications, additions, improvements and other betterments to, or otherwise involving or affecting, the fire sprinkler, fire alarm and/or any other component of the fire safety systems servicing the Premises and/or the Building in which the Premises is located (collectively, “**Fire Safety Systems**”) must be approved in advance by Landlord prior to any such contractor being engaged by (or on behalf of) Tenant to perform, or prior to any such contractor actually performing, any such work to the Fire Safety Systems.

10.5 In connection with any such Tenant related construction, maintenance, repairs, or Alterations with respect to the Premises, (a) all service and construction related vehicles relating to said work, repair or other services being performed by, or on behalf of, Tenant, must park in areas designated by Landlord, and, otherwise not within or otherwise on any fire lanes and/or sidewalks, (2) all service and construction related activities relating to said work must be coordinated in advance by Landlord, with all construction personnel and materials entering and leaving on such point of entrance and exit as designated by Landlord, (3) no construction staging areas shall be permitted outside of the Premises, (4) Tenant shall appropriately barricade and screen the Premises, all in accordance with plans approved in advance by Landlord, to reasonably contain construction dust and debris and otherwise to prohibit unreasonable interference with pedestrian use of sidewalks or the visibility of or access to other premises within the Projects and (5) any such construction related activity shall be subject to such additional rules, regulations and practices adopted, from time to time, by Landlord, provided such shall be reasonable practices that are otherwise generally consistent with reasonable construction practices found in similar first class projects.

11. **LIENS.** Under Section 713.10, Florida Statutes, the interest of Landlord in the Premises, Building and Project, or any portion thereof, shall not be subject to liens for any improvements made by or on behalf of Tenant and it is specifically provided that neither Tenant nor any one claiming by, through or under Tenant, including, without limitation, contractors, subcontractors, materialmen, mechanics and/or laborers, shall have any right to file or place any mechanics' or materialmen's liens of any kind whatsoever upon the Premises, Building and Project, or any portion thereof; and any such liens are hereby specifically prohibited. All parties with whom Tenant may deal are put on notice that Tenant has no power to subject Landlord's interest to any mechanics' or materialmen's lien of any kind or character, and all such persons so dealing with Tenant must look solely to the credit of Tenant, and not to Landlord's said interest or assets. Tenant shall provide written notice to each contractor, subcontractor, materialman, mechanic and laborer performing work in the Premises of the foregoing. If Landlord requests it, Tenant agrees to execute a memorandum of this Lease to be recorded among the public records of the County, setting forth the provisions of this Lease. In the event that any mechanic's, materialman's or other lien or any notices of claim, including without limitation, stop notices (herein "lien") is filed against the Premises or Project as a result of any work, labor, services or materials performed or furnished, or alleged to have been performed or furnished to or for Tenant or to or for anyone holding the Premises through or under Tenant, at Tenant's expense, shall cause the lien to be discharged or fully bonded to Landlord satisfaction within ten (10) days after notice of the filing thereof. Failure to discharge or bond against said mechanic's, materialman's or other lien is a default under this Lease and Landlord may, in addition to any other remedies Landlord may have, but without obligation to do so, bond against or pay the lien without inquiring into the validity or merits of such lien and all sums so advanced, including reasonable attorney fees incurred by Landlord in defending against such lien, procuring the bond or in the discharge of such lien, shall be paid by Tenant on demand as Additional Rent.

12. **ACCESS TO PREMISES.** Landlord shall have the right, at any time, after providing no less than twenty-four (24) hours' notice to Tenant (except in the case of emergency, in which case no such notice is required), to enter the Premises for the purpose of inspection or for the purpose of making any repairs, alterations, improvements or additions, or otherwise to protect Landlord's interest, and to allow Landlord to take all materials into and on the Premises that may be required for those purposes without Landlord's actions being considered an eviction of Tenant, in whole or in part. There will be no abatement of rent or other monetary obligation while such repairs, alterations, improvements or additions are being made, even if there is some apparent loss or interruption of Tenant's business because of the work. Landlord's right to enter, repair or do anything else to protect Landlord's interest, or Landlord's exercise or failure to exercise Landlord's right, will not be deemed to reduce Tenant's obligations or increase Landlord's obligations under this Lease, or affect any of Landlord's rights, or create in Landlord any duty or liability to Tenant or any third party. Landlord reserves the right to make or retain keys to the Premises.

13. **COMMON AREAS.**

13.1 The "**Common Areas**" of the Project include such areas and facilities as delivery walkways, hallways and such other areas designated by Landlord for the general use in common of occupants of the Project, including Tenant. The Common Areas shall at all times be subject to the exclusive control and management of Landlord. Landlord may grant third parties specific rights concerning portions of the Common Areas. Landlord may increase, reduce, improve, or otherwise alter the Common Areas, otherwise make improvements, alterations, additions, or reductions to the Project, and change the name or number by which the Building or Project is known. Landlord may also temporarily close the Common Areas to make repairs or improvements. Landlord has the right, but not the obligation, in its sole and absolute discretion, to temporarily close the Building or access to portions thereof, including any Common Area and the Premises, if there is any act or threat of any act of terrorism, war, violence, vandalism, civil unrest, riot, pandemic or health emergency, or other event that may pose a threat to the public health or safety or damage to the Building, including a hurricane warning, any advisory warning, directive, or notice from the Office of Homeland Security, the Center for Disease Control, or any other federal, state, or local governmental or enforcement agency (any of the foregoing, "**Civil Unrest**"). Tenant shall comply with any notice from Landlord or any governmental agency to close the Building or portions thereof and to immediately cause all Tenant Parties to vacate the Building. Landlord will not be responsible for any loss or damage to Tenant's business as a result, and Tenant will not be entitled to any abatement in rent or other relief of its obligations under this Lease for any period of time when Tenant may not have access to the Premises or Building due to any Civil Unrest. This Lease does not create, nor will Tenant have any express or implied easement for, or other rights to, air, light, or view over, from, or about the Project.

13.2 Tenant acknowledges and agrees that the only parking facility located at the Project is one (1) parking garage ("**Parking Garage**"), which is shared between the Retail Portion of the Building and the MF Portion of the Building. During the Lease Term, Tenant will have the right to use up to a maximum of 12 parking spaces (collectively, the "**Employee Parking Spaces**") located on the top floor of the Parking Garage, subject to the following terms, conditions and limitations: (a) The Employee Parking Spaces are provided on a non-exclusive, first come, first serve basis in common with Landlord, other tenants and/or occupants of the Project, all employees, agents, contractors, customers, guests, invitees, and licensees of Landlord and/or such other tenants and/or occupants of the Project, and all other parties having an right, title, claim and/or interest in and to the use of such parking spaces; (b) Landlord is not

responsible for providing any security, monitoring and/or policing services in connection with the Parking Garage and/or such Employee Parking Spaces; (c) Tenant will use the Employee Parking Spaces solely and exclusively for the parking of non-commercial automobiles by then currently employed employees of Tenant that are then working in the Premises; (d) Except for the Employee Parking Spaces, Tenant acknowledges and agrees that neither Tenant nor any other Tenant Parties have the right to use any other parking spaces and/or facilities in the Project (including on any other floors within the Parking Garage), and, in furtherance of the foregoing, Landlord shall have the right to fine, tow and/or otherwise remove, or cause to be fined, towed and/or removed, all vehicles of the Tenant Parties that are improperly parked; (e) Tenant shall not, and shall cause its employees not to, (i) park overnight in the Parking Garage, (ii) use any Employee Parking Spaces (1) for the parking of commercial or construction vehicles, or, otherwise, to park any vehicle as a "billboard" vehicle in the Employee Parking Spaces, (2) for the parking of any vehicles that exceed any height or weight limits applicable to the Parking Garage and/or (3) park in any manner that may create a nuisance, (iii) use the Employee Parking Spaces for automobile repairs, for the storage, transportation or disposal of hazardous or toxic materials, (iv) loiter in the Parking Garage, and (v) impede pedestrian traffic through or within the Parking Garage, and (e) Tenant shall ensure that all Tenant employee vehicles parked in the Employee Parking Spaces are parked within the identified striped parking areas. Tenant acknowledges and agrees that access to and from the Employee Parking Spaces is currently subject to an overall access control system governing the Parking Garage (the "Access Control System"), which Access Control System requires the use of one or more access control tags, stickers and/or devices to access the Parking Garage (individually, an "Access Control Device", or, collectively, the "Access Control Devices"). On or before the Rent Commencement Date, Landlord will initially provide to Tenant 15 Access Control Devices, one for each of the Employee Parking Spaces. The initial provision of such Access Control Devices will be at no additional charge to Tenant; however, Tenant will be responsible for the cost of any replacement Access Control Devices thereafter. Tenant will not sell, lease or otherwise transfer any of the Access Control Devices, or otherwise seek to profit from any of the Access Control Devices. All Access Control Devices provided to Tenant pursuant to this subsection are solely and exclusively to be used by the then currently employed employees of Tenant working at the Premises, and Tenant shall be responsible for ensuring that all Access Control Devices remain solely in possession of said employees. In connection with the foregoing, Tenant shall keep detailed records as to each such Tenant employee that is given an Access Control Device (which records shall include the full name of such Tenant employee, the make, model and tag number of such Tenant employee's vehicle, and the bar code or otherwise unique identity number applicable to each assigned Access Control Device), which records shall be sent to Landlord upon request. Upon the expiration or earlier termination of this Lease, Tenant will deliver and surrender all Access Control Devices to Landlord. If Tenant fails to so timely return all Access Control Devices to Landlord, then, in addition to any and all other rights and remedies at law and/or in equity, Tenant will pay to Landlord, on demand, the cost of replacing each such missing Access Control Devices, which obligations to return and/or pay for such missing Access Control Devices will survive the expiration or earlier termination of this Lease.

13.3 Notwithstanding anything contained in the Lease to the contrary (including, without limitation, Section 13.1 above), as a material part of the economic basis of this Lease and the consideration to Landlord in entering into this Lease, Tenant acknowledges and agrees, and accepts this Lease and the Premises subject to, the following restriction on use of the Common Areas:

13.3.1 Except for (a) the Employee Parking Spaces, (b) the Common Trash Facility and (c) the Common Area consisting of the common pedestrian sidewalks adjacent to the Premises, neither Tenant, nor Tenant's employees, agents, contractors, invitees, licensees or customers has the right to use, nor will they permit the use of, any other portions of the Building (including, without limitation, the MF Portion of the Building).

14. **SECURITY INTEREST.** Intentionally Omitted.

15. **CASUALTY DAMAGE.** If the Project or any portion of it is damaged or destroyed by any casualty and: (a) the Building or Project or a material part of the Common Areas shall be so damaged that substantial alteration or reconstruction shall, in Landlord's opinion, be required (whether or not the Premises shall have been damaged by the casualty); or (b) Landlord is not permitted to rebuild the Building or Project or a material part of the Common Areas in substantially the same form as it existed before the damage; or (c) the Premises shall be materially damaged by casualty during the last two (2) years of the Lease Term; or (d) any mortgagee requires that the insurance proceeds be applied to the payment of the mortgage debt; or (e) the damage is not fully covered by insurance maintained by Landlord; then Landlord may, within 90 days after the casualty, give notice to Tenant of Landlord's election to terminate this Lease, and the balance of the Lease Term shall automatically expire on the fifth (5th) day after the notice is delivered. If Landlord does not elect to terminate this Lease, provided that Tenant was operating from the Premises immediately prior to the casualty and will recommence operations after restoration of the Premises, Landlord shall proceed with reasonable diligence to restore the Building and the Premises to substantially the same condition they were in immediately before the casualty. However, Landlord shall not be required to restore any unleased premises in the Building or any portion of Tenant's property. By reason of Tenant's obligations under Section 8.1 of this Lease, and provided the casualty under this Article did not arise as a result of the negligence or intentional acts of Tenant or Tenant's agents, employees, contractors, and/or invitees, then Rent shall abate in the event of such casualty in proportion and to the

extent the Tenant cannot use the Premises for the purposes intended until Landlord substantially completes the repairs or restoration of such casualty. Landlord shall not otherwise be liable to Tenant for any delay in restoring the Premises or any inconvenience or annoyance to Tenant or injury to Tenant's business resulting in any way from the damage or the repairs, Tenant's sole remedy being the right to an abatement of Rent. If this Lease is not terminated under any of the provisions of this Article, then, upon Landlord substantially completing its restoration work, Tenant shall promptly commence and diligently pursue, at its sole cost and expense and otherwise using all commercially reasonable efforts, the repair and restoration of all of the items specified as Tenant Improvements, Tenant's Alterations, leasehold improvements, trade fixtures and other property in the Premises to a substantially similar condition as existed prior to the casualty. Tenant shall reopen for business in the Premises as soon as practicable after the occurrence of the casualty.

16. **CONDEMNATION.** If the whole or any substantial part of the Premises shall be condemned by eminent domain or acquired by private purchase in lieu of condemnation, this Lease shall terminate on the date on which possession of the Premises is delivered to the condemning authority and Rent shall be apportioned and paid to that date. If no portion of the Premises is taken but a substantial portion of the Project is taken, at Landlord's option, this Lease shall terminate on the date on which possession of such portion of the Project is delivered to the condemning authority and Rent shall be apportioned and paid to that date. Tenant shall have no claim against Landlord and shall be entitled to any condemnation award as permitted by applicable Laws, but only to the extent Landlord's award is not thereby reduced and Tenant has not otherwise been reimbursed for the same by Landlord. If this Lease is not terminated as provided above, Rent shall abate in proportion to the portion of the Premises condemned.

17. **REPAIR AND MAINTENANCE.**

17.1 Landlord shall repair and maintain in good order and condition, ordinary wear and tear excepted, the Common Areas, the roof of the Building, the exterior walls of the Building and the floor slab (excluding floor coverings). However, unless the Waiver of Subrogation section applies, Tenant shall pay the cost of any such repairs or maintenance resulting from acts or omissions of the Tenant Parties. Tenant waives the provisions of any law, or any right Tenant may have under common law, permitting Tenant to make repairs at Landlord's expense or to withhold Rent or terminate this Lease based on any alleged failure of Landlord to make repairs. All costs associated with the repair and maintenance obligations of Landlord under this Article shall be included in and constitute Operating Costs.

17.2 Except to the extent Landlord is expressly obligated to repair and maintain the Premises as provided above, from and after the Delivery Date, Tenant shall, at its sole cost, repair, replace, and maintain the Premises and every part and system thereof or providing services thereto, in a clean, attractive, first-class condition, including, but not limited to all utility panels and meters (including, without limitation, any backflow preventer), plumbing (including, without limitation, free flow up to the connection to the main sewer line), wiring and piping (all whether exposed, unexposed and/or underground), heating and cooling equipment, fixtures, sprinkler systems, fire safety systems, exterior and interior doors and windows (including all door and window hardware and closure devices), interior partitions and demising walls, equipment and appurtenances, the air conditioning fixtures and equipment, and any furniture, fixtures, equipment, installations and alterations made by, for or on behalf of Tenant. All replacements shall be of equal quality and class to the original items replaced. Tenant shall not commit or allow to be committed any waste on any portion of the Premises.

17.3 Without limiting the generality of Section 17.2 above, Tenant agrees to the following:

17.3.1 From and after the Delivery Date, Tenant covenants to maintain, repair and replace, in good working order and condition, at Tenant's sole cost and expense, all air conditioning and heating equipment serving the Premises. Furthermore, from and after the Delivery Date and thereafter during the Lease Term, Tenant agrees to maintain an air conditioning maintenance and service contract with an air conditioning service company Landlord has approved ("**HVAC Contract**"). The HVAC Contract must require the air conditioning service company to (1) service the air conditioning unit(s) servicing the Premises on a no less than quarterly basis, changing belts and filters, cleaning coils, (re)connecting condensate lines and other items as may be necessary for proper upkeep, (2) perform emergency and extraordinary repairs on the air conditioning unit(s), (3) keep a detailed record of all services performed relating to the Premises and (4) prepare a yearly service report to be furnished to Tenant at the end of each calendar year. Tenant shall deliver to Landlord, without notice or demand, a copy of (i) the HVAC Contract on the Delivery Date and thereafter annually before any such HVAC Contract expires (together with proof that the annual premium for the HVAC Contract has been paid) and (ii) each such yearly service report no later than 30 days after the end of each such calendar year during the Term.

17.3.2 Tenant agrees to use the plumbing within the Premises and the Project only for the purpose for which it was designed. Tenant shall be solely responsible for any breakage, stoppage or damage resulting from improper use caused by Tenant and/or any Tenant Parties, and Tenant shall reimburse Landlord repair costs associated therewith upon demand as Additional Rent.

17.3.3 Tenant, at its sole cost and expense, agrees to maintain a service contract for interior pest, rodent and/or termite control, which services shall be provided on no less than a quarterly basis (or, to the extent it is reasonably determined by Landlord that there is an ongoing pest, rodent and/or termite problem at the Premises, then on such more frequent of a basis as so reasonably determined by Landlord), to the Premises during the Term of the Lease and provide Landlord with a copy of said contract within five (5) days of Landlord's request.

17.3.4 Tenant agrees to obtain Landlord's advance written approval before Tenant and/or any Tenant Parties, or any other party acting on behalf of Tenant accesses, enters upon and/or otherwise makes any modifications or penetrations on or to the roof of the Building in which the Premises is located. Tenant agrees to use either Landlord's roofing contractor or such other Landlord approved roofing contractor to perform any roof work, modifications and/or penetrations and to notify Landlord immediately upon completion so that Landlord, Landlord's contractor or Landlord's consultant, may inspect the same. Tenant will be responsible for all costs incurred by Landlord (1) to properly inspect any such Tenant work, including but not limited to Landlord contracting for professional inspection and/or testing, (2) to perform any repairs deemed necessary, in Landlord's sole discretion, as a result of any such Tenant work and (3) to affirm any existing roof warranty, whether installation, service or manufacturer, remains in full force and effect.

17.3.5 Tenant shall, at its sole cost and expense, install and maintain such fire extinguishers and other fire protection devices as may be required by any agency having jurisdiction over, or by the underwriters issuing insurance for, the Project. Tenant agrees to routine inspections of fire protection devices by contractors acceptable to Landlord. If any governmental authority with jurisdiction over the Project requires the installation, modification, or alteration of the sprinkler system, or other equipment, by reason of Tenant's use and occupancy, or the location of any partitions, trade fixtures, or other contents of the Leased Premises, then Tenant shall promptly install such sprinkler system or changes therein.

17.3.6 If Tenant requires the use of a satellite dish or similar antennae for the operation of its Permitted Use in accordance with this Lease (collectively, together with all require components thereof, being the "**Dish/Antennae Equipment**"), Tenant's design, use, installation, maintenance, repair, replacement, removal and operation of such Dish/Antennae Equipment shall be subject to the following terms and conditions: (a) All costs, expenses and/or fees associated with the approval, construction, installation, operation, maintenance, repair, replacement and removal of the Dish/Antennae Equipment shall be borne solely by Tenant; (b) The installation and use of the Dish/Antennae Equipment must not violate any Landlord warranty with respect to all or any portion of the Premises and/or Project; (c) The plans and specifications of such Dish/Antennae Equipment, the location of such Dish/Antennae Equipment and method of installation of the Dish/Antennae Equipment shall be subject to Landlord's prior review and approval; (d) The Dish/Antennae Equipment will be placed in such a manner that it does not interfere with the communication equipment of other tenants or any such tenants' business operations within the Project and otherwise be screened so as to not be visible from the front of the Building in which the Premises is located; (e) Roof penetrations will be performed only by either Landlord's roofing contractor or another roofing contractor reasonably acceptable to Landlord; (f) Tenant shall remove the Dish/Antennae Equipment (including, without limitation, all brackets and mounts) prior to the expiration or earlier termination of the Term, which obligation shall survive the expiration or earlier termination of the Term; (g) Tenant shall repair any damage caused to the Premises and/or Project as a result of the construction, installation, operation, maintenance, repair, replacement and/or removal of the Dish/Antennae Equipment, which obligation shall survive the expiration or earlier termination of the Lease; (h) The use of such Dish/Antennae Equipment shall be limited to the internal operations of the Tenant and not licensed or made available to any third party; and (i) Subject to the limitations of F.S. Section 768.28, as amended, Tenant will indemnify, defend and save Landlord, Landlord's property manager, lender and any all other Landlord Parties harmless from and against any and all losses, suits, obligations, damages, demands, judgments, claims, liens, causes of action, costs, expenses, fees (including attorneys', engineers' and other professionals' fees and court costs and legal fees and expenses through all trial, appellate and administrative levels), fines and penalties of whatever nature arising from or otherwise out of Tenant's installation, use, repair, maintenance and/or operation of, or any injury to person or damage to or loss of property arising in connection with or by reason of, the Dish/Antennae Equipment, which indemnification, defense and hold harmless obligation shall survive the expiration or earlier termination of the Lease.

18. **ESTOPPEL CERTIFICATES.** Within thirty (30) days after Landlord's request, Tenant will from time to time execute and deliver (in recordable form) a certificate, together with a true and correct copy of this Lease, certifying (a) whether this Lease is in full force and effect without modifications, (b) the amount, if any, of the Prepaid Rent and the Security Deposit under this Lease, (c) the dates to which Rent has been paid under this Lease, (d) whether Landlord has performed all of its obligations, and Tenant has no claims or counterclaims against Landlord, under this Lease, (e) whether Tenant has defenses, deductions or offsets with respect to its obligations under this Lease, (f) whether there is an event or condition that would give Tenant the right to terminate this Lease, and (g) any other fact reasonably requested by Landlord.

19. **SUBORDINATION.** This Lease is and shall be subject and subordinate to all mortgages and ground leases that may now or hereafter affect the Project, and to all renewals, modifications, consolidations, replacements, and extensions of the mortgages and leases. This Article shall be self-operative and no further instrument of subordination shall be necessary. However, in confirmation of this subordination, Tenant shall execute any agreement that Landlord may request within forty five (45) days after receipt from Landlord. If any ground or underlying lease is terminated, or if the interest of Landlord under this Lease is transferred by reason of or assigned in lieu of foreclosure or other proceedings for enforcement of any mortgage, or if the holder of any mortgage acquires a lease in substitution for the mortgage, or if this Lease is terminated by termination of any lease or by foreclosure of any mortgage to which this Lease is or may be subordinate, then Tenant will, at the option to be exercised in writing by the landlord under any ground or underlying lease or the purchaser, assignee, or tenant, as the case may be (a) attorn to it and will perform for its benefit all the terms, covenants, and conditions of this Lease on Tenant's part to be performed with the same force and effect as if the landlord or the purchaser, assignee, or tenant were the landlord originally named in this Lease, or (b) enter into a new lease with the landlord or the purchaser, assignee, or tenant for the remainder of the Lease Term and otherwise on the same terms, conditions, and rents as provided in this Lease. Tenant advises, warrants and represents, to and for the benefit of, Landlord, and Landlord can rely on such warranty and representation without further notice or inquiry, that the Executive Director has the delegated authority and discretion to execute the documents requested herein. The Board of Commissioners hereby delegate authority to the Executive Director to execute subordination agreements and other agreements in her commercially reasonable discretion.

20. **INDEMNIFICATION.** Subject to the limitations of F.S. 768.28, as amended, Tenant shall indemnify, defend, and save harmless the Landlord Parties from and against any and all losses, suits, obligations, damages, demands, judgments, claims, liens, causes of action, costs, expenses, fees (including reasonable attorneys', engineers' and other professionals' fees and court costs and legal fees and expenses through all trial, appellate and administrative levels), fines and penalties of whatever nature arising from or otherwise out of (a) any act, omission or negligence of Tenant and/or any other Tenant Parties, (b) any injury or death to person or damage to or loss of property on, in or about the Premises, (c) any injury to person or damage to or loss of property on, in or about the other portions of the Project (other than the Premises) to the extent arising by reason of the actions or negligence of Tenant and/or any other Tenant Parties, (d) the operation, management, maintenance, repair and/or use of the Premises by Tenant and/or any of the other Tenant Parties, (e) any Alterations to the Premises made by, or on behalf of, Tenant and/or (f) any breach or Default by Tenant in under this Lease. The indemnification, defense and hold harmless obligations of Tenant under this Section and elsewhere under this Lease expressly includes an indemnity against all costs, expenses, fees (including reasonable attorneys', engineers' and other professionals' fees and court costs and legal fees and expenses through all trial, appellate and administrative levels) and liabilities incurred in or in connection with any such claim or proceeding brought thereon, the enforcement of such rights and the defense thereof. Tenant shall not, however, be obligated to indemnify, defend and hold Landlord harmless against any losses, suits, obligations, damages, demands, judgments, claims, liens, causes of action, costs, expenses, fees (including attorneys' fees and other professionals' fees), fines and penalties of whatever nature arising solely as a result of the gross negligence or willful misconduct of Landlord and/or any other Landlord Parties. It is intended that the Tenant indemnify the Landlord Parties against the consequences of Tenant's own negligence or fault, even when the Landlord Parties are jointly, comparatively, contributively, or concurrently negligent with the Tenant. This Indemnification Article shall not be construed to restrict, limit, or modify either party's insurance obligations under this Lease, nor shall Tenant's indemnification obligations under this Article be limited by the minimum amounts of insurance carried or required to be carried under the terms of this Lease by either party. Tenant's compliance with the insurance requirements under this Lease shall not restrict, limit, or modify Tenant's obligations under this Indemnification Article. Notwithstanding anything in this Article to the contrary, if and to the extent that any loss occasioned by any of the events described in this Article exceeds the greater of the coverage or amount of insurance required to be carried by Tenant or the coverage or amount of insurance actually carried by Tenant, or results from any event not required to be insured against and not actually insured against, Tenant shall pay the amount not actually covered. These indemnification provisions shall survive the expiration or sooner termination of this Lease.

21. **NO WAIVER.** The failure of a party to insist on the strict performance of any provision of this Lease or to exercise any remedy for any default shall not be construed as a waiver. The waiver of any noncompliance with this Lease shall not prevent subsequent similar noncompliance from being a Default. No waiver shall be effective unless expressed in writing and signed by the waiving party. No notice to or demand on a party shall of itself entitle the party to any other or further notice or demand in similar or other circumstances. The receipt by Landlord of any Rent after default on the part of Tenant (whether the Rent is due before or after the default) shall not excuse any delays as to future Rent payments and shall not be deemed to operate as a waiver of any then-existing default by Tenant or of the right of Landlord to pursue any available remedies. No payment by Tenant, or receipt by Landlord, of a lesser amount than the Rent actually owed under the terms of this Lease shall be deemed to be anything other than a payment on account of the earliest stipulated Rent due. No endorsement or statement on any check or any letter accompanying any check or payment of Rent will be deemed an accord and satisfaction. Landlord may accept the check or payment without prejudice to Landlord's right to recover the balance of the Rent or to pursue any other remedy. It is the intention of the parties that this Article will modify the common law rules of waiver and estoppel and the provisions of any statute that might dictate a contrary result.

22. **SERVICES AND UTILITIES.**

22.1 Beginning on the Delivery Date and thereafter during the Lease Term, Tenant covenants to pay, prior to delinquency and otherwise, except as otherwise set forth in this Lease, directly to the applicable utility provider, for all utilities serving the Premises, including, but not limited to, gas, water, electricity, sewer charges, internet, cable, satellite and the like. In the event Landlord elects to supply any utilities, then, to the extent permitted pursuant to applicable Laws and regulations of the applicable utility company, Tenant agrees to purchase the same from Landlord, provided the rate does not exceed, in any material respect, the rate which Tenant would be required to pay on a metered basis to the utility company furnishing the same to the Project. Landlord shall not be liable to Tenant for any loss, damage or expense which Tenant may sustain if the utilities, or the quality or character of utilities, used upon or furnished to the Premises are no longer available or suitable for Tenant's requirements, or if the supply of any such utility ceases or is interrupted as a result of any cause and no such change, interruption or cessation of service shall constitute an eviction of Tenant or entitle Tenant to an abatement of rent. Landlord shall have the right to reduce heat, water, lighting and air conditioning within the Project, including, without limitation, the Premises and the Common Area, as required by any mandatory or voluntary fuel or energy saving allocation, or any similar statute, regulation, order or program.

22.2 If Tenant's Premises do not have a separate meter or sub-meter for any particularly utility service, then notwithstanding anything to the contrary in this Article, Tenant will pay to Landlord, within 30 days after receipt of written invoice from Landlord, its pro-rata share of all costs, expenses and fees incurred by Landlord in connection with utility service that is not separately metered to the Premises. For purposes of this Article, Tenant's pro-rata share of the total cost and expense of any such utility service shall be based on an equitable allocation, as reasonably determined by Landlord, of such total cost and expense between all tenants of leased premises connected to any common meter (which allocation may take into account such factors as the square footage and/or uses of each respective tenant of premises connected to any such common meter). If Landlord determines Tenant is a heavy user of the particular utility, Landlord may require Tenant to install and maintain, at Tenant's sole cost and expense, a separate meter or sub-meter to measure consumption and usage of the applicable utility service in (or attributable to) the Premises. If Landlord requires Tenant to have Tenant's own meter or sub-meter for a particular utility in accordance with this Section, Tenant will make payments directly to the company providing the service (in the event of a separate meter) or to Landlord or a company designated by Landlord (in the event of a sub-meter) and Landlord will not otherwise charge Tenant for Tenant's pro-rata share of the cost for the water consumption from any common meters; provided, however, Tenant will still be responsible for Tenant's Proportionate Share of the cost of any utilities used or otherwise consumed in connection with Common Areas.

22.3 Landlord will designate within a portion of the Project a non-exclusive dumpster or similar non-exclusive trash collection system (a "**Common Trash Facility**") to service the Premises. Tenant will pay to Landlord, as part of the Pass Throughs (and taking into account any Cost Pools), its Proportionate Share of all costs, expenses and fees incurred by Landlord in connection with operating, maintaining, repairing and providing, or causing to be provided, such collection services with respect to such Common Trash Facility. Tenant and all Tenant Parties agree to breakdown all cartons and immediately place all of Tenant's trash inside the Common Trash Facility Landlord assigns for Tenant's use, keeping the respective Common Trash Facility area free from trash at all times. Tenant agrees not to drag its trash bags in, on or across any portion of the Project (specifically including, but without limitation to the foregoing, sidewalks, roadways or landscaping) on the way to the trash facility in order to prevent liquid waste or otherwise contents from leaking onto such areas. Tenant will reimburse Landlord, on demand and as Additional Rent, for any special or otherwise additional maintenance or cleaning Landlord may perform as a result of Tenant's failure to properly handle, breakdown or dispose of, or otherwise comply with its obligations in connection with, trash as required under this Lease.

23. **SECURITY DEPOSIT.** The Security Deposit shall be held by Landlord as security for Tenant's full and faithful performance of this Lease including the payment of Rent. Tenant grants Landlord a security interest in the Security Deposit. The Security Deposit may be commingled with other funds of Landlord and Landlord shall have no liability for payment of any interest on the Security Deposit. Landlord may apply the Security Deposit to the extent required to cure any default by Tenant. If Landlord so applies the Security Deposit, Tenant shall deliver to Landlord the amount necessary to replenish the Security Deposit to its original sum within five days after notice from Landlord. The Security Deposit shall not be deemed an advance payment of Rent or a measure of damages for any default by Tenant, nor shall it be a defense to any action that Landlord may bring against Tenant. Landlord, in addition to any Prepaid Rent, shall have the right to deliver the Security Deposit and any other deposit Tenant has paid Landlord to any purchaser or successor of Landlord's interest in the Project and Landlord will immediately be released from any further liability with respect to those funds.

24. **LAWS.** Tenant, at Tenant's sole cost and expense, shall promptly comply (and shall cause all Tenant Parties to comply) with all Laws affecting the Project, pertaining to Tenant, its conduct of business, and its use and/or occupancy of the Premises,

and Tenant shall be responsible for the cost to perform any modifications to the Common Areas required because of Tenant's specific use (as opposed to general retail use) of the Premises or Alterations to the Premises made by Tenant.

25. **SIGNS.**

25.1 **General.** No signage shall be placed by Tenant on any portion of the Project without Landlord's consent.

25.2 **Exterior Signage.** Landlord shall have the right to approve the location and design of any Tenant signage, including the size, material, shape, color, and lettering; and (ii) Tenant's signage shall comply with all applicable Laws and applications for approval by parties other than Landlord, if required, shall be at Tenant's sole cost and expense. Landlord shall have the right to remove Tenant's signage, at Tenant's cost, if, any time during the Lease Term, Tenant is in Default under the Lease. Tenant shall maintain its signage at Tenant's sole cost and expense, and pay for the cost of any illumination of the signage, including, the installation, operation, maintenance, repair, and replacement of bulbs and ballasts and the cost of electricity. Tenant's signage shall be removed at Tenant's sole cost and expense at the end of the Lease Term or earlier termination of this Lease and all damage promptly repaired at Tenant's cost. Tenant shall not install and/or use any neon, flashing, strobe and/or other similar type signage on, or within, the Premises. The signage rights granted to Tenant under this Article shall not prohibit Landlord from granting other tenants the right to install exterior Building signage. Landlord makes no representation or warranty that Tenant's proposed signage will be approved by applicable governmental authorities and private parties.

26. **BROKER.** Landlord and Tenant acknowledge, represent and warrant to each other that no broker or real estate agent brought about or was involved in the making of this Lease and that no brokerage fee or commission is due to any other party as a result of the execution of this Lease. Tenant hereby indemnifies and agrees to hold Landlord harmless against any loss, claim, expense or liability with respect to any commissions or brokerage fees claimed on account of the execution and/or renewal of this Lease due to any action of Tenant, which obligation shall survive the expiration or earlier termination of this Lease.

27. **END OF TERM.** Tenant shall surrender the Premises to Landlord at the expiration or earlier termination of this Lease or Tenant's right of possession in good order and condition, broom-clean, except for reasonable wear and tear, and free of any and all parties in, or with a right to, possession of the Premises, or any portion thereof. All Alterations made by Landlord or Tenant to the Premises shall become Landlord's property on the expiration or sooner termination of the Lease Term. On the expiration or sooner termination of the Lease Term, Tenant, at its expense, shall remove from the Premises all of Tenant's personal property, all computer and telecommunications wiring, and all Alterations that Landlord designates by notice to Tenant. Tenant shall also repair any damage to the Premises caused by the removal. Any items of Tenant's property that shall remain in the Premises after the expiration or sooner termination of the Lease Term, may, at the option of Landlord and without notice, be deemed to have been abandoned, and in that case, those items may be retained by Landlord as its property to be disposed of by Landlord, without accountability or notice to Tenant or any other party, in the manner Landlord shall determine, at Tenant's expense. This Section, and the obligations and remedies hereunder, will survive the expiration or earlier termination of this Lease.

28. **ATTORNEYS' FEES.** Except as otherwise provided in this Lease, the prevailing party in any litigation or other dispute resolution proceeding, including arbitration, arising out of or in any manner based on or relating to this Lease, including tort actions and actions for injunctive, declaratory, and provisional relief, shall be entitled to recover from the losing party actual attorneys' fees and costs, including fees for litigating the entitlement to or amount of fees or costs owed under this provision, and fees in connection with bankruptcy, appellate, or collection proceedings. No person or entity other than Landlord or Tenant has any right to recover fees under this paragraph. In addition, if Landlord becomes a party to any suit or proceeding affecting the Premises or involving this Lease or Tenant's interest under this Lease, other than a suit between Landlord and Tenant, or if Landlord engages counsel to collect any of the amounts owed under this Lease, or to enforce performance of any of the agreements, conditions, covenants, provisions, or stipulations of this Lease, without commencing litigation, then the costs, expenses, and reasonable attorneys' fees and disbursements incurred by Landlord shall be paid to Landlord by Tenant.

29. **NOTICES.** Any notice to be given under this Lease may be given either by a Party itself or by its attorney or agent and shall be in writing and delivered by hand, by nationally recognized overnight air courier service (such as FedEx), or by the United States Postal Service, registered or certified mail, return receipt requested, in each case addressed to Tenant at Tenant's Notice Address or to Landlord at Landlord's Notice Address. A notice shall be deemed effective upon receipt or the date sent if it is returned to the addressor because it is refused, unclaimed, or the addressee has moved.

30. **EXCUSABLE DELAY.** For purposes of this Lease, the term "Excusable Delay" shall mean any delays resulting from causes beyond the direct control of the party delayed, including delays due to strikes, lockouts, riots, civil commotion, war (whether

declared or undeclared) or warlike operations, acts of terrorism, cyber-attacks, acts of a public enemy, acts of bioterrorism, epidemics, pandemics, quarantines, or other health crises, invasion, rebellion, hostilities, military or usurped power, sabotage, government action, regulations or controls that are enacted after the Effective Date, inability to obtain any material, utility, or service because of governmental restrictions, hurricanes, floods, earthquakes, tornadoes, or other natural disasters, or acts of God, power outages, or any other cause beyond the direct control of the party delayed, whether similar or dissimilar in kind and nature to any of the foregoing and whether foreseeable or unforeseeable. Notwithstanding anything in this Lease to the contrary, if Landlord or Tenant shall be delayed in the performance of any act required under this Lease by reason of any Excusable Delay, then provided notice of the Excusable Delay is given to the other party within ten (10) days after its occurrence, performance of the act shall be excused for the period of the delay and the period for the performance of the act shall be extended for a reasonable period, in no event to exceed a period equivalent to the period of the delay. If a party fails to so notify the other party within any such ten (10) day period, such delay shall nevertheless be deemed an Excusable Delay from and after the date that the other party is notified of the delay. The provisions of this Article shall not operate to excuse Tenant from the payment of Rent or from surrendering the Premises at the end of the Lease Term, or from the obligations to maintain insurance, and shall not operate to extend the Rent Commencement Date and/or Lease Term. Delays or failures to perform resulting from lack of funds or the increased cost of obtaining labor and materials shall not be deemed an Excusable Delay

31. **QUIET ENJOYMENT.** Landlord covenants and agrees that, on Tenant’s timely paying Rent and timely performing all of the other provisions of this Lease on its part to be performed, Tenant may peaceably and quietly hold and enjoy the Premises for the Lease Term without material hindrance or interruption by Landlord or any other person claiming by, through, or under Landlord, subject, nevertheless, to the terms, covenants, and conditions of this Lease and all existing or future ground leases, underlying leases, or mortgages encumbering the Project.

32. **LOCATION OF PROJECT.** Tenant hereby acknowledges that the Project is located in an area which, as of the Effective Date, is a developed, densely populated urban area (“**Urban Area**”). Tenant accepts the Premises subject to the benefits and burdens that arise with being situated in an Urban Area, including, but not limited to, (a) that there are no restrooms in the Project intended for use by the general public, nor is Landlord obligated to provide any such restrooms in, or for the benefit of, the Project for use by the general public, (b) that except for the Employee Parking Spaces, there are no parking spaces within, or made available for the benefit of, Tenant and/or any Tenant Parties, nor is Landlord obligated to provide any parking spaces within, or for the benefit of, Tenant and/or any Tenant Parties, and (c) that there may be events or circumstances that arise from external causes (e.g. local government, general public or other third parties) in an Urban Area (“**Urban Events**”) that give rise to congestion, noise and/or impediments to pedestrian or vehicular traffic in the roadways, parking and sidewalk areas adjacent to or near the Project. Except as to the Employee Parking Spaces, Tenant, at its sole cost and expense, shall be solely responsible for arranging the provision of parking for (which shall be all off-site), and/or restroom facilities within the Premises to, Tenant Parties. In addition, (i) Landlord shall not have any liability arising from the lack of available parking facilities and/or any disturbance to Tenant’s use of the Premises as a result of any Urban Events, nor shall the same be deemed a breach of Tenant’s quiet enjoyment of the Premises or grounds for abatement of any Rent under the Lease, (ii) Tenant shall be solely responsible for securing and protecting the Premises from any damage or other loss arising in connection with any Urban Events, and (iii) Tenant hereby releases Landlord from any damage or loss suffered by Tenant arising in connection with any Urban Events.

33. **HAZARDOUS MATERIALS.**

33.1 Neither Tenant nor any Tenant Parties shall use, generate, store, treat, transport and/or otherwise dispose of, or otherwise permit to be used, generated, stored, treated, transported, released and/or otherwise disposed of any Hazardous Substances (as hereinafter defined) at the Premises, Building and/or the Project. In the event that the customary and otherwise lawful operation of Tenant’s Permitted Use requires use or possession of Hazardous Substances, Tenant must advise Landlord and obtain Landlord’s consent before bringing any Hazardous Substances on to or creating such condition within the Premises, and in all events Tenant must at all times use and maintain any such Hazardous Substances at Tenant’s sole cost and expense in accordance with all then-existing Laws and otherwise enter into a contract(s), approved in advance by Landlord, with a licensed, insured and otherwise bonded company certified to handle the Hazardous Substances for the transport and disposal of all such Hazardous Substances from the Premises. A copy of all such contracts and all renewals must be provided to Landlord. Tenant shall cooperate with Landlord and permit Landlord and all governmental authorities having jurisdiction reasonable access to the Premises for purposes of operating, inspecting, maintaining and monitoring any environmental controls, equipment, barriers and/or systems required by applicable Laws. Tenant shall immediately notify Landlord upon discovery of any Hazardous Substance affecting the Premises, Building and/or the Project. For purposes of this Lease, “**Hazardous Substance**” means any matter giving rise to liability under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act, U.S.C. Section 9601 et seq. (including the so-called “Superfund” amendments thereto), any other applicable federal, state or local statute, law, ordinance, rule or regulation governing or pertaining to any hazardous substances, hazardous wastes, chemicals or other materials, including, without

limitation, asbestos, polychlorinated biphenyls, radon, petroleum, toxic mold and any derivative thereof or any common law theory based on nuisance or strict liability, together with any and all other regulated chemicals, materials and solutions which, alone or in combination with other substances, are potentially harmful to the environment, public health or safety or natural resources.

33.2 Tenant will not create or permit to exist presence or suspected presence of mold, mildew, fungus or other potentially dangerous organisms (“**Mold**”) or any condition that reasonably can be expected to give rise to or indicate the presence of Mold, including observed or suspected instances of water damage or intrusion, the presence of wet or damp wood, cellular wallboard, floor coverings or other materials, inappropriate climate control, discoloration of walls, ceilings or floors, or complaints of respiratory ailment or eye irritation by Tenant’s employees or any other occupants or invitees (“**Mold Conditions**”) in or about the Premises or the Project. Tenant will, at its sole cost and expense, regularly monitor the Premises for the presence of any Mold Conditions. In the event of any suspected or actual Mold Conditions at the Premises, Tenant will immediately notify Landlord in writing of the same and the precise location thereof. If any Mold Conditions in or about the Premises or any other part of the Building are a result of any actions or omissions of, or breach of this Lease by, any of the Tenant Parties, Tenant will promptly, at its sole cost and expense, retain a licensed and experienced Mold remediation contractor to completely clean-up and remove from the Premises and the Project all such Mold Conditions. All such clean-up, removal and remediation will, in each instance, be conducted to the satisfaction of Landlord and any applicable governmental authority and otherwise in compliance with applicable Laws. There will be no abatement of Rent on account of any clean-up, removal or remediation of any such Mold Condition.

33.3 Landlord may, at Landlord’s sole option, now or in the future, obtain a report from an environmental consultant of Landlord’s choice as to whether Tenant has been or is using any part of the Premises, Building and/or the Project for the improper use, generation, storage, treatment, transportation and/or disposal of Hazardous Substances. If any such report indicates such improper use, generation, storage, treatment, transportation and/or disposal of Hazardous Substances, Tenant agrees to immediately reimburse Landlord on demand for all costs, expenses and fees (including attorneys’ fees) associated with obtaining the environmental report, and, in addition, Landlord may require that all violations of the Laws with respect to the Hazardous Substances be corrected by Tenant at its sole cost and expense (or by Landlord at Tenant’s sole cost and expense) and that Tenant otherwise obtain and thereafter maintain all necessary environmental Permits and approvals. If Tenant does not correct all violation(s) of Laws and does not obtain and thereafter maintain all necessary Permits and approvals within a reasonable time after demand from Landlord, then Landlord may declare the Lease in default and/or may cause the Premises, Building and/or the Project, as applicable, together with any surrounding areas, to be remediated from the Hazardous Substances at Tenant’s sole cost and expense (including all attorneys’ fees), in which event Tenant agrees to reimburse Landlord, on demand, an amount equal to all such costs, expenses and fees (including attorneys’ fees) so incurred by Landlord, together with an amount equal to twenty percent (20%) thereof for Landlord’s overhead.

33.4 Subject to the limitations of F.S. 768.28, as amended, Tenant will indemnify, defend and save each of the Landlord Parties harmless from and against any and all losses, suits, obligations, damages, demands, judgments, claims, liens, causes of action, costs, expenses, fees (including attorneys’, engineers’ and other professionals’ fees, costs of soil tests and chemical analysis, court costs and legal fees and expenses through all trial, appellate and administrative levels), fines and penalties in any way relating to, arising out of, or in connection with any of the following to the extent caused by the acts or omissions of, or a default under this Lease by, any of the Tenant Parties: (a) The use, generation, storage, treatment, handling, transportation and/or disposal of Hazardous Substances at the Premises or Building; (b) Any personal injury, including wrongful death, or damage to property, real or personal, arising out of or related to such Hazardous Substances; (c) Any suit, action or proceeding brought, threatened or settled by any governmental authorities in connection with such Hazardous Substances; (d) Any violation of any Laws, or any rules and regulations of Landlord, which are based upon or in any way related to such Hazardous Substances; and (e) Any Mold Conditions in or about the Premises or the Building. Tenant shall remain liable for any environmental condition related to Tenant’s operations regardless of when such conditions are discovered and regardless of whether or not Landlord conducts an environmental audit at the termination of the Lease.

33.5 The terms, conditions, indemnifications and other obligations set forth in this Article shall survive the expiration or earlier termination of the Lease.

34. **TENANT REPRESENTATIONS.** Tenant hereby warrants and represents to, and for the benefit of, Landlord that (a) no third party consents or approvals are required (or, if required, have been obtained) in order for Tenant to enter into this Lease, (b) neither this Lease nor the operation of the Premises hereunder violates the provisions of any instrument executed by Tenant or any affiliate of Tenants, (c) Tenant and the person(s) executing this Lease on behalf of Tenant are fully and properly authorized to execute and enter into this Lease on behalf of Tenant and to deliver the same to Landlord and (d) Tenant has full power and authority to enter into this Lease, to perform its obligations under this Lease in accordance with its terms, and to transact business in the state within which the Building is located. Tenant further certifies and, as to subsection (iii) below, covenants, to, and for the benefit of, Landlord that (i)

Tenant is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person", or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control, (ii) neither Tenant nor any Guarantor is engaged in this transaction, directly or indirectly, for or on behalf of, or instigating or facilitating this transaction, directly or indirectly, for or on behalf of, any such person, group, entity, or nation and (iii) that Tenant will indemnify, defend and save Landlord and all other Landlord Parties harmless from and against any and all losses, suits, obligations, damages, demands, judgments, claims, liens, causes of action, costs, expenses, fees (including attorneys', engineers' and other professionals' fees and court costs and legal fees and expenses through all trial, appellate and administrative levels), fines and penalties of whatever nature arising from or otherwise out any breach by Tenant of such certification, which indemnification, defense and hold-harmless obligation shall survive the expiration or earlier termination of this Lease.

35. GENERAL PROVISIONS.

35.1 **Miscellaneous.** If any provision of this Lease is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Lease shall remain in full force, if the essential provisions of this Lease for each party remain valid, binding, and enforceable. The parties may amend this Lease only by a written agreement of the parties. There are no conditions precedent to the effectiveness of this Lease, other than those expressly stated in this Lease. This Lease shall bind and inure to the benefit of the heirs, personal representatives, and, except as otherwise provided, the successors and assigns of the parties to this Lease. Each provision of this Lease shall be deemed both a covenant and a condition and shall run with the land. Any liability or obligation of Landlord or Tenant arising during the Lease Term shall survive the expiration or earlier termination of this Lease. Any action brought under or with respect to this Lease must be brought in a court having jurisdiction location in the County in which the Premises is located which shall be the exclusive jurisdiction and venue for litigation concerning this Lease.

35.2 **Recording.** Tenant agrees not to record this Lease or any memorandum thereof (a "Memorandum") without Landlord's written consent. Tenant does agree, however, to fully cooperate, in a timely manner, with Landlord in the event Landlord desires to record any such Memorandum, which cooperation would include, without limitation, joining in the execution of any such requested Memorandum no later than ten (10) days after written request from Landlord.

35.3 **Lease Language/Presumption.** Whenever used, the singular number will include the plural, the plural will include the singular, and the use of any gender will include all genders. Whenever placed before one or more items, the words "include," "includes," and "including" shall mean considered part of a larger group, and not limited to the item(s) recited. The word "or" is used in the inclusive sense of "and/or"; the word "any" means "any and all"; and the words "will" and "shall" are intended to express mandatory actions and may be used interchangeably with no difference of meaning or intent for purposes of this Lease. The headings set forth in this Lease are for ease of reference only, and should not be interpreted to modify or limit the provisions of this Lease. There shall be no presumption against Landlord because Landlord drafted this Lease or for any other reason.

35.4 **Independent Covenants.** Except as expressly permitted under this Lease, Tenant shall not for any reason withhold or reduce Tenant's required payments of Rent and other charges provided in this Lease, it being expressly understood and agreed by the parties that the payment of Rent and Additional Rent is a covenant by Tenant that is independent of the other covenants of the parties hereunder.

35.5 **No Accord or Satisfaction.** No receipt and retention by Landlord of any payment by Tenant in connection with this Lease will give rise to or otherwise constitute an accord or satisfaction, compromise or other settlement, notwithstanding any accompanying statement, instruction or other assertion to the contrary. Landlord may apply any such payment to any Rent due and payable by Tenant under this Lease in such manner as Landlord determines, in its sole discretion, without prejudice to Landlord's right to recover the balance of any Rent or to pursue any other right or remedy. In addition, Landlord's acceptance of the keys to the Premises from Tenant before the expiration of the Term will not operate as a termination of this Lease or a surrender of the Premises.

35.6 **Severability.** The Parties intend this Lease to be legally valid and enforceable in accordance with all of its terms to the fullest extent permitted by law. If any term of this Lease is held to be invalid or unenforceable, then such term will be stricken from this Lease and the remaining terms will continue to be valid and enforceable.

35.7 **Time.** TIME IS OF THE ESSENCE with respect to all obligations of Tenant under this Lease.

35.8 **Relationship of Parties/Third Party Beneficiary.** Neither party will be deemed to be a partner of the other, and neither party will be liable for any debts or obligations incurred by the other in the conduct of such other party's business or otherwise. The relationship of the parties will at all times be that of landlord and tenant. There is no fiduciary relationship between Landlord and Tenant and neither party will owe any fiduciary duties to the other. This Lease is not intended to benefit or confer any rights upon any third party, and no such other party may enforce any rights or obligations arising under this Lease against any of the parties to this Lease as a third party beneficiary, except rights contained herein for the benefit of the holder of any mortgage.

35.9 **Radon Gas.** The following notification is provided under Section 404.056(5), Florida Statutes: RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY HEALTH DEPARTMENT.

35.10 **Tenant's Seal.** Intentionally Omitted.

35.11 **Applicable Law; Venue.** This Lease will be construed according to the laws of the State of Florida without application of conflicts of laws principles. Any legal action or proceeding arising out of this Lease will be instituted in a court (federal or state) located in Broward County, Florida, which will be the exclusive jurisdiction and venue. In addition, Landlord and Tenant waive any objection either may now or hereafter have to the laying of venue of any legal action or proceeding in such courts, and further waive the right to plead or claim that any legal action or proceeding brought in such courts has been brought in an inconvenient forum. This provision will not be construed as a waiver of service of process in any action or proceeding.

35.12 **Confidentiality.** Intentionally Omitted.

35.13 **Signatures/Counterparts.** This Lease, together with all Exhibits, may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile, electronic, digital (e.g, DocuSign) or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Lease and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Lease had been delivered had been signed using a handwritten signature. Landlord and Tenant (a) agree that an electronic signature, whether digital or encrypted, of a party to this Lease is intended to authenticate this writing and to have the same force and effect as a manual signature, (b) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (c) are aware that the other party will rely on such signatures, and (d) hereby waive any defenses to the enforcement of the terms of this Lease based on the foregoing forms of signature. If this Lease has been executed by electronic signature, all parties executing this document are expressly consenting under the Electronic Signatures in Global and National Commerce Act ("**E-SIGN**"), and Uniform Electronic Transactions Act ("**UETA**"), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

35.14 **Exhibits.** All exhibits, riders, and addenda attached to this Lease shall, by this reference, be incorporated into this Lease. The following exhibits are attached to this Lease:

- EXHIBIT "A" – Legal Description of the Land
- EXHIBIT "B" – Floor Plan
- EXHIBIT "C" – Rules and Regulations
- EXHIBIT "D" – Work Letter

36. **CONSTRUCTION; MERGER.** THIS LEASE HAS BEEN NEGOTIATED "AT ARM'S-LENGTH" BY LANDLORD AND TENANT, EACH HAVING THE OPPORTUNITY TO BE REPRESENTED BY LEGAL COUNSEL OF ITS CHOICE AND TO NEGOTIATE THE FORM AND SUBSTANCE OF THIS LEASE. THEREFORE, THIS LEASE SHALL NOT BE MORE STRICTLY CONSTRUED AGAINST EITHER PARTY BECAUSE ONE PARTY MAY HAVE DRAFTED THIS LEASE. THIS LEASE SHALL CONSTITUTE THE ENTIRE AGREEMENT OF THE PARTIES CONCERNING THE MATTERS COVERED

BY THIS LEASE. ALL PRIOR UNDERSTANDINGS AND AGREEMENTS HAD BETWEEN THE PARTIES CONCERNING THOSE MATTERS, INCLUDING ALL PRELIMINARY NEGOTIATIONS, LEASE PROPOSALS, LETTERS OF INTENT, AND SIMILAR DOCUMENTS, ARE MERGED INTO THIS LEASE, WHICH ALONE FULLY AND COMPLETELY EXPRESSES THE UNDERSTANDING OF THE PARTIES. THE PROVISIONS OF THIS LEASE MAY NOT BE EXPLAINED, SUPPLEMENTED, OR QUALIFIED THROUGH EVIDENCE OF TRADE USAGE OR A PRIOR COURSE OF DEALINGS.

37. **NO RELIANCE.** EACH PARTY AGREES IT HAS NOT RELIED UPON ANY STATEMENT, REPRESENTATION, WARRANTY, OR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THIS LEASE.

38. **INCONTESTABILITY.** THE PARTIES WAIVE AND RELEASE ALL CLAIMS AND CAUSES OF ACTION FOR FRAUD IN THE INDUCEMENT OR PROCUREMENT OF THIS LEASE IT BEING THEIR INTENT THAT THIS LEASE BE INCONTESTABLE ON ACCOUNT OF ANY CLAIM OF FRAUD, OR FOR ANY OTHER REASON. THE FOREGOING WAIVER AND RELEASE IS MADE BY EACH PARTY IN CONSIDERATION OF THE PARTY'S RECIPROCAL WAIVER AND RELEASE.

39. **JURY WAIVER; COUNTERCLAIMS.** LANDLORD AND TENANT KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM INVOLVING ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE LANDLORD/TENANT RELATIONSHIP, OR THE PROJECT. TENANT FURTHER WAIVES THE RIGHT TO INTERPOSE ANY PERMISSIVE COUNTERCLAIM OF ANY NATURE IN ANY ACTION TO OBTAIN POSSESSION OF THE PREMISES.

40. **TENDER/DELIVERY OF LEASE.** SUBMISSION OF THIS LEASE BY LANDLORD DOES NOT CONSTITUTE AN OFFER, RIGHT OF FIRST REFUSAL, RESERVATION OR OPTION FOR THE PREMISES OR ANY OTHER SPACE IN THE BUILDING. THE EXECUTION AND DELIVERY OF THIS LEASE BY TENANT TO LANDLORD WILL BE DEEMED TO BE TENANT'S OFFER TO LEASE THE PREMISES IN ACCORDANCE WITH THE TERMS OF THIS LEASE. THIS LEASE WILL ONLY BECOME BINDING ON LANDLORD IF LANDLORD EXECUTES AND UNCONDITIONALLY DELIVERS THIS LEASE TO TENANT.

41. **NO WAIVER OF SOVEREIGN IMMUNITY.** NOTHING HEREIN SHALL BE DEEMED A WAIVER OF SOVEREIGN IMMUNITY IN FAVOR OF THE TENANT, OR ITS SUCCESSORS AND/OR ASSIGNS.

42. **Foreign County of Concern.** By entering into this Lease, Landlord affirms that, to its actual knowledge, pursuant to Sections 287.138(2)(a)-(c), Florida Statutes, the following: (a) Landlord is not owned by the government of a foreign county of concern; (b) the government of a foreign county of concern has no controlling interest in Landlord and (c) Landlord is not organized under the laws of nor has a place of business in a foreign country of concern.

43. **Public Entity Crime.** By entering into this Lease, Landlord affirms that, to its actual knowledge, Landlord is not placed on the convicted vendor list, nor has Landlord been convicted of a public entity crime, both as defined by Section 287.133, Florida Statutes.

44. **Scrutinized Companies.** By entering into this Lease, Landlord affirms that, to its actual knowledge, it is not on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel, nor is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor is engaged in business operations in Cuba or Syria, in each case as defined in Section 287.135, Florida Statutes.

45. **Anti-Human Trafficking.** Landlord affirms that, to its actual knowledge, it is not in violation of Section 787.06, Florida Statutes, and that it does not and shall not use "coercion" for labor or services as defined in Section 787.06, Florida Statutes. Landlord shall execute and submit to Tenant an affidavit, of even date herewith, in compliance with Section 787.06(13), Florida Statutes, attached and incorporated herein as Exhibit N.

[SIGNATURE PAGE FOLLOWS.]

[LEASE AGREEMENT-SIGNATURE PAGE.]

IN WITNESS WHEREOF, each Part has, on its own respective behalf, duly executed this Lease, which Lease is effective only as of the Effective Date.

LANDLORD:

WEST VILLAGE LLC, a
Florida limited liability company

By: _____
Name: _____
Title: _____
Date Executed: _____

TENANT:

FORT LAUDERDALE COMMUNITY REDEVELOPMENT
AGENCY, a Community Redevelopment Agency created
Pursuant to Chapter 163, Part III, Florida Statutes

By: _____
Dean J. Trantalis, Chair

By: _____
Rickelle Williams, Executive Director

Date Executed: _____

ATTEST:

By: _____
David R. Soloman, CRA Secretary

Date Executed: _____

Approved as to form and correctness:
Shari L. McCartney, General Counsel

By: _____
Lynn Solomon, Assistant General Counsel

Date Executed: _____

[END OF SIGNATURE PAGE; EXHIBITS FOLLOW.]

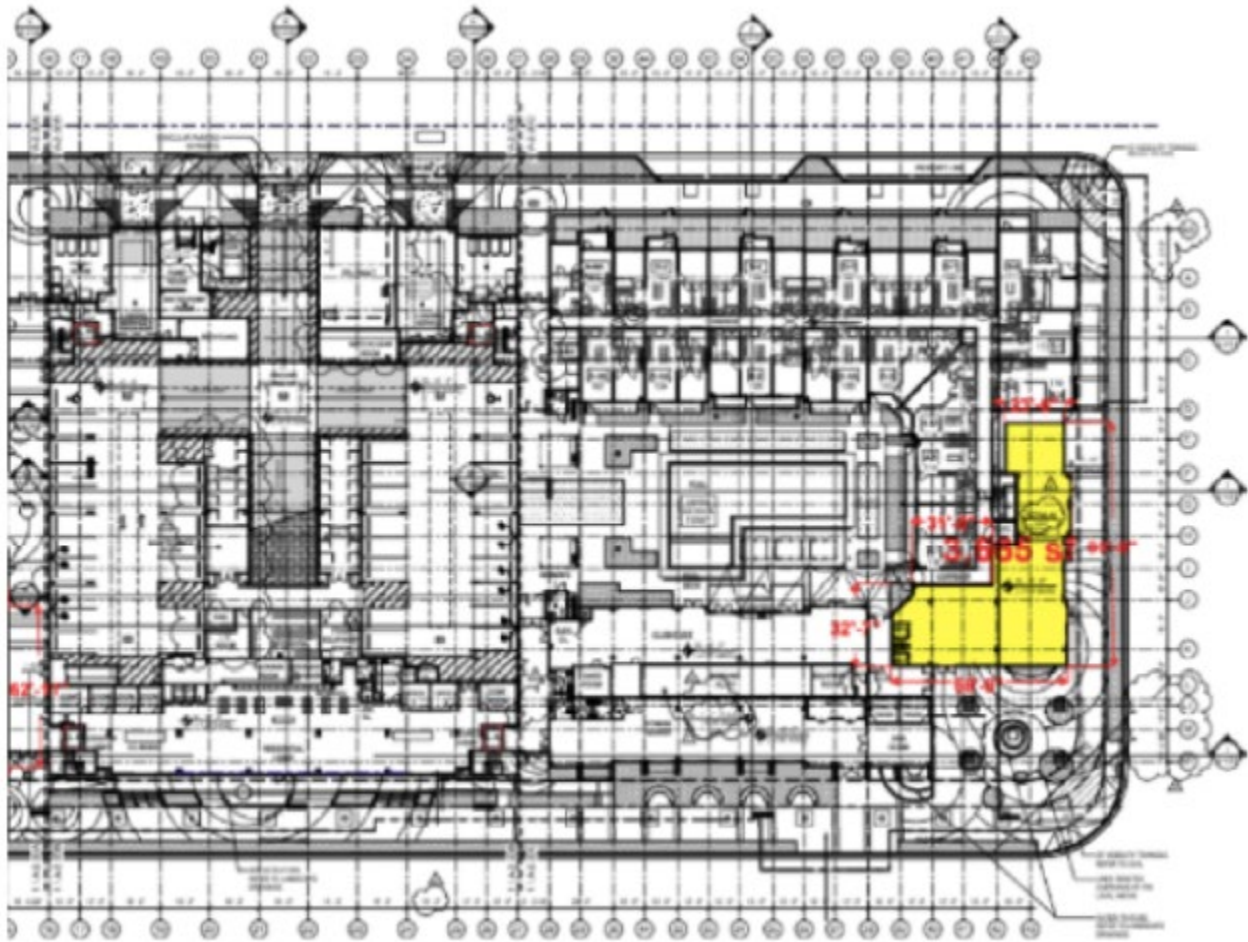
EXHIBIT "A"

LEGAL DESCRIPTION OF THE LAND

NORTH LAUDERDALE 1-48 D LOT 1 THRU 4 BLK 14 LESS R/W, LOT 5, 6 BLK 14, LOT 7 THRU 12 BLK 14 LESS E 20, LOT 13 THRU 26 BLK 14 LESS E 15, LOT 27 THRU 51 BLK 14, LOT 52 LESS RD R/W BLK 14 & TOG WITH VAC ALLEY ADJ TO ALL SAID LOTS AS DESC IN INSTR# 116117201, LESS POR OF LOTS 1 THRU 26 AS DESC IN INSTR# 120188926

EXHIBIT "B"

FLOOR PLAN



The above Floor Plan is diagrammatic only and intended to show the general location of the Premises, and is not a representation by Landlord as to any other improvements or tenants shown, any of which may change from time to time.

EXHIBIT "C"

RULES AND REGULATIONS

1. The sidewalks and public portions of the Project, such as entrances, passages, courts, parking areas, elevators, vestibules, stairways, corridors, or halls shall not be obstructed or encumbered by the Tenant Parties nor shall they be used for any purpose other than ingress and egress to and from the Premises.

2. No awnings or other projections shall be attached to the outside walls of the Building without the prior written consent of Landlord. No curtains, blinds, shades, louvered openings, or screens or anything else which may be visible from outside the Building shall be attached to or hung in, or used in connection with, any window or door of the Premises, without the prior written consent of Landlord. No aerial or antenna shall be erected on the roof or exterior walls of the Premises or on the Project without the prior written consent of Landlord.

3. No sign, advertisement, notice, or other lettering shall be exhibited, inscribed, painted, or affixed by Tenant on any part of the outside of the Premises or Project or on corridor walls or doors or mounted on the inside of any windows or within the interior of the Premises, if visible from the exterior of the Premises, without the prior written consent of Landlord. Signs on any entrance door or doors shall conform to Project standards and shall, at Tenant's expense, be inscribed, painted, or affixed for Tenant by sign makers approved by Landlord.

4. No trash, debris or other articles shall be place in any part of the Project outside of the Premises, except Tenant's designated dumpster (which shall be designated in accordance with the Lease).

5. The water and wash closets and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, or other substances shall be thrown in them. All damages resulting from any misuse of fixtures shall be borne by the tenant who, or whose employees, agents, or invitees, shall have caused the damages.

6. No animals of any kind (except dogs recognized as service animals under applicable law that are individually trained to do work or perform tasks for people with disabilities) shall be brought on the Premises or Project.

7. Tenant shall not cause or permit any unusual or objectionable odors to permeate from the Premises.

8. Tenant shall not make or permit to be made any unseemly or disturbing noises, radio frequency or electromagnetic, or radio interference, or vibrations, or disturb, harass, or interfere with occupants of the Project or neighboring premises or those having business with them, or Landlord's agents or employees, or interfere with equipment of Landlord or occupants of the Project, whether by the use of any musical instrument, radio, television, machines or equipment, unmusical noise, or in any other way, including use of any wireless device or equipment. Tenant shall not throw anything out of the doors or windows or down the corridors, stairwells, or elevator shafts of the Project.

9. The Tenant Parties shall not at any time bring or keep on the Premises any firearms, inflammable, combustible, or explosive substance or any chemical substance, other than reasonable amounts of biodegradable cleaning fluids and solvents required in the normal operation of Tenant's business, all of which shall only be used in strict compliance with all applicable laws.

10. Landlord shall, at Tenant's expense, have a valid pass key to all spaces within the Premises at all times during the Lease Term. No additional locks or bolts of any kind shall be placed on any of the doors or windows by Tenant, nor shall any changes be made in existing locks or the mechanism of the locks, without the prior written consent of Landlord and unless and until a duplicate key is delivered to Landlord. Tenant must, on the termination of its tenancy, restore to Landlord all keys to stores, offices, and toilet rooms, either furnished to or otherwise procured by Tenant, and in the event of the loss of any keys so furnished, Tenant shall pay Landlord for the replacement cost of them.

11. All deliveries, removals, or the carrying in or out of any safes, freights, furniture, or bulky matter of any description may be accomplished only with the prior approval of Landlord and then only in approved areas, through the approved loading/service area doors, using the freight elevator only, during approved hours, and otherwise in accordance with Landlord's requirements. Tenant shall assume all liability and risk concerning these movements. All hand trucks must be equipped with rubber tires and side guards.

Landlord may restrict the location where heavy or bulky matters may be placed inside the Premises. Landlord reserves the right to inspect all freight to be brought into the Project and to exclude all freight that can or may violate any of these Rules and Regulations or other provisions of this Lease.

12. Tenant shall not operate or permit to be operated on the Premises any coin or token operated vending machine or similar device (including telephones, lockers, toilets, scales, amusement devices, and machines for sale of beverages, foods, candy, cigarettes, or other goods).

13. Tenant shall not create or use any advertising mentioning or exhibiting any likeness of the Project without the prior written consent of Landlord. Landlord shall have the right to prohibit any advertising that, in Landlord's reasonable opinion, tends to impair the reputation of the Project or its desirability as a building for retail and offices, and on notice from Landlord, Tenant shall discontinue the advertising.

14. Landlord reserves the right to exclude from the Project all persons who do not present a pass to the Project on a form or card approved by Landlord or other identification documentation required by Landlord (provided the invitees of any ground floor retail tenant's will not require such a pass or card). Tenant shall be responsible for all its Parties who have been issued a pass at the request of Tenant and shall be liable to Landlord for all acts of those persons.

15. The Premises shall not be used for lodging or sleeping, or for any immoral, disreputable, or illegal purposes, or for any purpose that may be dangerous to life, limb, or property.

16. Any maintenance requirements of Tenant will be attended to by Landlord only on application at the Landlord's management office for the Project. Landlord's employees shall not perform any work or do anything outside of their regular duties, unless under specific instructions from the office of Landlord.

17. Canvassing, soliciting, and peddling within the Project is prohibited and Tenant shall cooperate to prevent such activities.

18. In order to obtain maximum effectiveness of the cooling system, Tenant shall lower and/or close Venetian or vertical blinds, shades or drapes when the sun's rays fall directly on the exterior windows of the Premises.

19. If, in Landlord's reasonable opinion, the replacement of ceiling tiles becomes necessary after they have been removed on behalf of Tenant by telecommunications company installers or others (in both the Premises and the public corridors), the cost of replacements shall be charged to Tenant on a per-tile basis.

20. All paneling or other wood products not considered furniture that Tenant shall install in the Premises shall be of fire retardant materials. Before the installation of these materials, Tenant shall submit to Landlord a satisfactory (in the reasonable opinion of Landlord) certification of the materials' fire retardant characteristics.

21. All parking space usage shall be subject to any reasonable rules and regulations for the safe and proper use of parking spaces that Landlord may prescribe. Tenant Parties shall abide by all posted roadway signs in and adjacent to the Project. Landlord shall have the right to tow or otherwise remove vehicles of the Tenant Parties that are improperly parked, blocking ingress or egress lanes, or violating parking rules, at the expense of Tenant or the owner of the vehicle, or both, and without liability to Landlord. Upon request by Landlord, Tenant shall furnish Landlord with the license numbers and descriptions of any vehicles of the Tenant Parties. Vehicles shall be parked only in striped parking spaces, except for loading and unloading, which shall occur solely in zones marked for such purpose, and be so conducted as to not unreasonably interfere with traffic flow within the Project or with loading and unloading areas of other tenants. All vehicles entering or parking in the parking areas located around and near the Project shall do so at owner's sole risk and Landlord assumes no responsibility for any damage, destruction, vandalism or theft. Landlord, in Landlord's sole and absolute discretion, may (but shall not be obligated to) establish from time to time a valet service or other reasonable mechanism to address parking at and around the Project. Landlord reserves the right to charge Tenant an administrative fee of \$50.00 per violation of the foregoing rules.

22. All loading and unloading of goods shall be done only at the times, in the areas, and through the entrances designated for loading purposes by Landlord.

23. Tenant shall be responsible for the removal and proper disposition of all crates, oversized trash, boxes, and items termed garbage from the Premises. The corridors and parking and delivery areas are to be kept clear of these items.

24. Landlord shall not be responsible for lost or stolen personal property, equipment, or money occurring anywhere on the Project, regardless of how or when the loss occurs.

25. Tenant shall give Landlord prompt notice of all accidents to or defects in air conditioning equipment, plumbing, and electric facilities, or any part or appurtenance of the Premises.

26. Tenant agrees and fully understands that the overall aesthetic appearance of the Project is of paramount importance; thus Landlord shall maintain complete aesthetic control over any and every portion of the Premises visible from outside the Premises including all fixtures, equipment, signs, exterior lighting, plumbing fixtures, shades, awnings, merchandise, displays, art work, wall coverings, or any other object used in Tenant's business. Landlord's control over the visual aesthetics shall be complete and arbitrary. Landlord will notify Tenant in writing of any aesthetic deficiencies and Tenant will have seven (7) days to correct the deficiencies to Landlord's satisfaction or Tenant shall be in default of this Lease and the Default Article shall apply.

27. Tenant shall not install, operate, or maintain in the Premises or in any other area, any electrical equipment that does not bear the U/L (Underwriters Laboratories) seal of approval, or that would overload the electrical system or any part of the system beyond its capacity for proper, efficient, and safe operation as determined by Landlord, taking into consideration the overall electrical system and the present and future requirements therefor in the Project. Tenant shall not furnish any cooling or heating to the Premises, including the use of any electronic or gas heating devices. Landlord shall have the right to require the use of only "Energy Star" appliances in the Premises, if available.

28. Smoking is only permitted in such areas as Landlord may from time to time designate. Landlord shall have the right, but not the obligation, to designate an area or areas as "Designated Smoking Areas." Landlord shall have the right to change such Designated Smoking Areas and to enact future rules and regulations concerning smoking in such Designated Smoking Areas, including the right in Landlord's discretion, to prohibit smoking in the Designated Smoking Areas or the right to refuse to designate Designated Smoking Areas. Tenant agrees to comply in all respects with Landlord's prohibition and regulation of smoking and to enforce compliance against its employees, agents, invitees and other persons under the control and supervision of Tenant. "Smoking" means inhaling, exhaling, vaping, burning, or carrying any lighted cigar, cigarette, pipe, or other smoking or nicotine delivery system or equipment or device in any manner or form, whether electronic or otherwise.

29. Tenant and Tenant's employees, agents, contractors, and invitees shall not loiter or congregate in or on the sidewalks, halls, entrances, passages, exits, stairways, parking areas, or other common areas of the Project outside of the Building including, without limitation, any access, ingress or egress to and/or from, the MF Portion of the Building. Such common areas shall be used only as a means of ingress to and egress from the Premises. Loitering includes, but is not limited to, standing idly, lingering, or gathering for any purpose unrelated to conducting business within the Premises, including smoking. Tenant and its employees, agents, contractors, and invitees shall not obstruct these areas in any manner.

30. Tenant shall not allow the Premises to be occupied by more people than applicable law permits.

31. Tenant will take all steps necessary to prevent: inadequate ventilation, emission of chemical contaminants from indoor or outdoor sources, or both, or emission of biological contaminants. Tenant will not allow any unsafe levels of chemical or biological contaminants (including volatile organic compounds ["VOCs"]) in the Premises or VOCs at levels incompatible with Landlord's Sustainability Guidelines, and will take all steps necessary to prevent the release of contaminants from adhesives (for example, upholstery, wallpaper, carpet, machinery, supplies, and cleaning agents) and excess VOC levels.

32. Tenant shall comply with any recycling programs for the Project implemented by Landlord from time to time.

33. In connection with Tenant's cleaning of its Premises, Tenant shall require that in any cleaning contracts granted directly by it, the cleaning contractor shall use cleaning products certified in accordance with EcoLogo™, Green Seal™. Landlord reserves the right to approve, acting reasonably, any such tenant cleaning contracts, but without liability. Tenant shall require that any cleaning contracts entered into by Tenant directly require the cleaning contractor to comply with elements of Landlord's Sustainability

Guidelines applicable to it, and ensure that the contractor is properly trained on the maintenance of specialized green facilities, such as waterless urinals.

34. Tenant shall not place a load on any floor of the Premises exceeding the floor load per square foot area that such floor was designed to carry. Landlord reserves the right to prescribe the weight limitations and position of all heavy equipment and similar items, and to prescribe the reinforcing necessary, if any, that in the opinion of Landlord may be required under the circumstances, such reinforcing to be at Tenant's expense.

35. All contractors performing work to the structure or systems of the Project must be approved by Landlord.

36. Landlord reserves the right to grant or deny access to the Project to any telecommunications service provider that is not currently serving the Project.

37. No vinyl wall covering may be installed on any interior side of any wall which comprises an exterior wall of the Building, unless the wall covering was manufactured using a micro-venting procedure having no less than 140 needle/venting holes per square inch, and Tenant shall provide a letter from the wall covering manufacturer confirming such process.

38. Tenant may install a wireless data or communications system (or similar system) ("**Wi-Fi Network**") for intranet, internet, or other communications purposes within the Premises. Such Wi-Fi Network shall not interfere with the use or operation of any other space within the Project, including the operations of any tenant, licensee, concessionaire, or other occupant of the Building. Landlord shall have the sole right to determine if Tenant's Wi-Fi Network is causing interference. Should any interference occur, Tenant shall take all necessary steps as soon as commercially practicable and no later than five (5) calendar days following such occurrence to correct the interference. If such interference continues after such five (5) calendar day period, Tenant shall immediately cease operating the Wi-Fi Network until such interference is corrected or remedied to Landlord's satisfaction. Tenant shall limit Wi-Fi Network use solely to Tenant's employees, agents, and invitees within the Premises. Tenant shall indemnify, hold harmless, and defend Landlord (except for matters directly resulting from Landlord's negligence or willful misconduct) against all claims, losses, or liabilities arising as a result of Tenant's use or construction of any Wi-Fi Network. Tenant acknowledges that Landlord has granted and/or may grant leases, licenses, or other rights to operate a Wi-Fi Network to other tenants and occupants of the Project and to telecommunication service providers.

39. All wiring, cabling, or conduit and/or cable bundles installed in the Premises or the Building by or at the request of Tenant shall: (a) be plenum rated and/or have a composition suited for its use in accordance with NFPA 70/National Electrical Code; (b) be "low combustible" cable or wiring, as applicable; (c) be labeled with Tenant's name and the use to which such wiring or cabling, as applicable, is being put every 30 linear feet (and at the point of origination and destination as well) in order to identify such cabling or wiring as belonging to Tenant; (d) be installed in accordance with, and comply with the requirements of, the EIA/TIA standards, the National Electric Code, and any other fire and safety codes applicable to the Building; and (e) be installed and routed in accordance with a routing plan, approved in writing by Landlord, prior to installation, showing "as built" or "as installed" configurations or cable pathways, outlet identification numbers, locations of all wall, ceiling, and floor penetrations, riser cable routing, and conduit routing if applicable. All vertical wiring shall be installed within conduits.

40. Landlord may, on request by any tenant, waive compliance by the tenant with any of the Rules and Regulations provided that (a) no waiver shall be effective unless in writing and signed by Landlord or Landlord's authorized agent, (b) a waiver shall not relieve the tenant from the obligation to comply with the rule or regulation in the future unless expressly consented to by Landlord, and (c) no waiver granted to any tenant shall relieve any other tenant from the obligation of complying with the Rules and Regulations unless the other tenant has received a similar waiver in writing from Landlord.

41. Whenever these Rules and Regulations directly conflict with any of the rights or obligations of Tenant under this Lease, this Lease shall govern.

42. Tenant agrees to comply with these rules and regulations and any and all reasonable rules and regulations, which from time to time may be adopted. If Tenant does not comply, Landlord may, without limitation, bring an action to recover sums due for damages, injunctive relief or both. In addition to all other remedies, Landlord may impose a fine or fines against Tenant, Tenant's agents, contractors, licensees, or employees who do not comply with any covenant, restriction, rule or regulation of this Lease. The fines will not be construed to be Landlord's exclusive remedy, and Landlord will retain all other rights and remedies to which Landlord

may otherwise legally be entitled; however, any penalty Tenant pays will be deducted from or offset against any damage which Landlord may otherwise be entitled to recover by law from Tenant. In addition to all other remedies available to Landlord, Tenant agrees to pay to Landlord, after at least one advance warning during the Term, the following fines for specific violations of the Lease or the rules and regulations related to it: (a) Violation of minimum hours of operation: \$250/day; (b) Violation of not placing trash in appropriate dumpster container (i.e. placed on ground in dumpster enclosure or placed anywhere outside Premises): \$25/day; (c) Violation of prohibition against animals: \$25/day; (d) Violation of requirement for Certificate of Insurance: \$25/day; (e) Violation for installing signage outside the Premises without Landlord's prior express written approval: \$100/day; and (f) Violation for displaying and/or selling merchandise on the Common Areas outside the Premises without Landlord's prior express written approval: \$100/day. Landlord may change amounts of the above fines, in Landlord's reasonable discretion, at any time upon ten (10) days' notice to Tenant. The amounts of fines for other violations of these Rules and Regulations will be as Landlord reasonably determine from time to time.

EXHIBIT "D"
WORK LETTER

1. Plans.

(a) Tenant shall, at its sole cost and expense, be solely responsible for the approval, construction, design, permitting and installation of the Tenant Improvements, all subject to the terms and conditions of this Work Letter.

(b) Within 30 days after the Effective Date, Tenant shall furnish to Landlord, for Landlord's approval, a complete permit set of plans and specifications for all of the Tenant Improvements ("**Plans**"). The Plans shall include the following: fully dimensioned architectural plan; electric/telephone outlet diagram; reflective ceiling plan with light switches; mechanical plan; furniture plan; electric power circuitry diagram; plumbing plans; all color and finish selections; all special equipment and fixture specifications; and fire sprinkler design drawings. The Plans shall be produced and provided on CAD. Tenant's architect and engineer will be subject to Landlord's approval, which shall not be unreasonably withheld. Tenant covenants and agrees that the Plans will comply with all applicable Laws

(c) Landlord shall respond to Tenant in writing of Landlord's approval or non-approval (which, as to the latter, would include comments as to any such non-approval) to such Plans within 30 days of receipt of such initial Plans. Should Landlord not approve the Plans, Tenant shall update and resubmit revised Plans to Landlord for approval within 15 days after Tenant's receipt of Landlord's non-approval. The Parties agree to reasonably cooperate, in good faith and with diligence, in connection with the review, revision and approval process under this subsection (c). Landlord shall respond to Tenant in writing of Landlord's approval or non-approval and comments as noted within 15 days of receipt of Tenant's resubmitted and revised Plans, which review, response, revision and resubmittal process shall continue until Landlord approves such Plans. If Landlord fails to deliver its approval or non-approval of Tenant's proposed Plans (as revised) during the applicable review period provided under this subsection (c), and such failure continues for an additional period of 15 days following the delivery of a second written notice from Tenant to Landlord of the failure (which second notice shall make, in conspicuous type, reference to the consequences of a failure to respond provided for in this sentence), the last version of Tenant's proposed Plans submitted by Tenant to Landlord in accordance with this subsection (c) shall be deemed approved and constitute the Landlord approved Plans; provided, however, any such failure to so respond by Landlord will not constitute a breach or default by Landlord under the Lease.

(d) Notwithstanding anything contained in this Lease to the contrary, (i) Landlord's review and/or approval the Plans shall not be or be deemed in any manner a representation by Landlord that any of said Plans comply with applicable Laws, and any such compliance shall be and remain solely Tenant's responsibility, and (ii) neither Landlord's review and/or approval any of the Plans, nor any other inspections or approvals of the improvements to the Premises or plans for construction thereof, by Landlord and/or its employees, agents, professionals, architects, and/or engineers, shall constitute a warranty or representation as to the technical sufficiency, adequacy or safety of the plans, structures, any of the component parts, or any other physical condition or feature pertaining to the improvements, and any such review, inspection and determination shall be and remain solely Tenant's responsibility. Landlord reserves the sole and absolute right to require Tenant to modify any of said Plans in the event it is discovered that any of said Plans, as applicable, are in violation of any applicable Laws and/or otherwise are not technical sufficiency, adequate and/or otherwise result in a safety hazard. Once approved, Tenant shall not make any changes to the Plans (including any changes to materials and/or finishes), as applicable, without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned and/or delayed.

2. Building Permit.

(a) During the Permit Period, Tenant covenants and agrees that it shall, at its sole cost and expense, and otherwise in accordance with the terms and conditions of this Lease, pursue with diligent, good faith and commercially reasonable efforts, the issuance and receipt of the necessary building permit (the "**Building Permit**") from the applicable governing authority having jurisdiction over the Building Permit ("**Building Permit Authority**") required for the lawful performance of the Tenant Improvements. As a part of Tenant's obligations under this Lease with respect to said Building Permit, Tenant shall duly submit to the Building Permit Authority its completed application for the Building Permit as required by and in accordance with applicable Laws ("**Building Permit Application**") by that date that is ten (10) days after Landlord's approval of the Plans, which application for said Building Permit shall be based on such Landlord approved Plans.

(b) If, despite Tenant's diligent, good faith efforts, and its compliance with the terms and conditions of this Section 2, the Building Permit Authority has not approved issuance of the Building Permit prior to expiration of the initial Permit Period, then Tenant will have the option to extend ("**Permit Period Extension(s)**") the initial Permit Period for up to two (2) successive periods of 30-days each (each such 30-day period being a "**Permit Period Extension Term**"), by delivering written notice to Landlord of its election to exercise a Permit Period Extension prior to expiration of the then current Permit Period, with time being of the essence.

(c) If the Building Permit Authority has not approved issuance of the Building Permit prior to expiration of the then current Permit Period (either as extended by, or to the extent not extended by, a Permit Period Extension), then each of Tenant (provided it has pursued issuance of the Building Permit in compliance with the terms and conditions of this Section 2) and Landlord will have the right to terminate this Lease by delivering written notice to the other Party any time prior to the date that the Building Permit Authority approves issuance of the Building Permit. Upon any termination of this Lease in accordance with this subsection (c), the Lease will terminate, Landlord will return the unapplied portion of the Security Deposit to Tenant, and neither Party shall thereafter have any rights or liabilities under this Lease (except those that expressly survive the termination of the Lease).

(d) Tenant covenants and agrees to commence construction of the Tenant Improvements within ten (10) business days following the latter to occur of the Delivery Date or the date the Building Permit Authority has approved issuance of the Building Permit (the "**Outside Construction Commencement Date**"), and thereafter proceed with continuous diligent, good faith efforts to achieve completion of the Tenant Improvements by the Rent Commencement Date.

3. Contractor/Performance of Tenant Improvements.

(a) Tenant will cause the Tenant Improvements to be designed and constructed by a licensed and insured architect, engineer and general contractor (who are each selected and paid by Tenant, and each of which is approved in advance by Landlord. Tenant shall cause the Tenant Improvements to be completed by the Rent Commencement Date, and in accordance with the Plans approved by Landlord, and, otherwise, in a good and workmanlike manner using new materials and otherwise in accordance with Building Standards. Tenant's construction of the Tenant Improvements shall be done in compliance with all other applicable provisions of this Lease and with all applicable Laws. Before the commencement of any work by Tenant, Tenant shall furnish to Landlord certificates evidencing the existence of builder's risk, commercial general and auto liability, and workers' compensation insurance complying with the requirements for contractors set forth in the Lease, or as otherwise required by Landlord. Any damage to any part of the Project that occurs as a result of the Tenant Improvements shall be promptly repaired by Tenant, at Tenant's sole cost.

(b) Tenant shall also ensure compliance with the following requirements concerning construction of the Tenant Improvements (which shall also apply to Tenant's construction or installation of any future Alterations):

(i) Tenant and all construction personnel shall abide by Landlord's job site rules, requirements, and regulations (whether supplemental or additional to the requirements set forth in this Lease), and fully cooperate with Landlord's construction representatives in coordinating all construction activities in the Project.

(ii) Tenant shall deliver to Landlord all forms of approval provided by the appropriate local governmental authorities to certify that the Tenant Improvements have been completed and the Premises are ready for occupancy, including original building permit and a final, unconditional Certificate of Occupancy or its equivalent, including a Certificate of Completion or Certificate of Final Inspection.

(iii) At all times during construction, Tenant shall allow Landlord access to the Premises for inspection purposes. On completion of the Tenant Improvements, Tenant's general contractor shall review the Premises with Landlord and Tenant and secure Landlord's and Tenant's acceptance of the Tenant Improvements.

(iv) Tenant shall be responsible for cleaning up any refuse or other materials left behind by construction personnel at the end of each work day. If required by Landlord, workers shall provide their own temporary toilet facilities, trash facilities, water coolers, and construction materials dumpsters and shall locate them along with any construction trailers or field offices in areas specifically designated by Landlord.

(v) Taking into account the MF portion of the Building, any work that may disturb tenants or other occupants of the Building (including welding, cutting torch, drilling or cutting of the concrete floor slab or temporary interruption of any utility

service), shall only occur during such days and hours as approved in advance by Landlord. No painting or spraying of chemicals, varnishes, lacquers, finishes, or paint will be allowed except during such days and hours as approved in advance by Landlord. All workers must stay in their designated work areas and the use of radios, loud music, alcoholic beverages, narcotics, or smoking of any kind, whether electronic or otherwise, is prohibited on the Project.

(vi) Any temporary utilities required to facilitate the build-out will be obtained at Tenant's sole cost and expense

(vii) Tenant is solely responsible to confirm and coordinate as-built conditions with Tenant's work.

(viii) Any work that will involve the fire, sprinkler and/or safety systems must be approved by Landlord in advance.

(ix) All equipment installed shall be compatible with the base building fire alarm system and the contractor shall perform work related to any connection to the base building fire alarm system only after proper notification to Landlord and on an after-hours basis. Any disruption to the existing fire alarm system or damage as a result of contractor's work will be the sole responsibility of Tenant.

(x) All additional electrical circuits added to existing electrical panels or any new circuits added to new electrical panels will be appropriately labeled as to the area or equipment serviced by the circuit in question. Any electrical panel covers removed to facilitate installation or connection shall be reattached.

(xi) Tenant shall deliver copies to Landlord of all Notices to Owner received in connection with the Tenant Improvements within five (5) days of receipt of such notices.

(xii) Upon completion of the Tenant Improvements, Tenant shall also deliver to Landlord two (2) complete copies of each of the following: (1) "as-built" construction documents in PDF file format on CDs; (2) general contractor's one-year warranty and subcontractor warranties, as well as factory warranties on equipment installed; (3) operating and maintenance manuals for all equipment installed; (4) fire sprinkler system permit set of drawings (if required by governmental authorities); (5) HVAC test and balance reports; and (6) final unconditional payment affidavit and lien waiver from general contractor, and final unconditional waivers of lien from subcontractors, materialmen and suppliers, who performed, or supplied any services and/or materials in connection with, any portion of the Tenant Improvements; and

(xiii) Documentation from the applicable governmental agency evidencing that all final inspections have been completed and all building and other governmental permits have been closed and evidence that any Notice of Commencement filed in connection with the Tenant Improvements has been duly terminated in accordance with the requirements of Florida Construction Lien Law.